

**Supplemental
Agreement**

Covering

PENSION PLAN

Exhibit A

to

AGREEMENT

Between

GENERAL MOTORS OF CANADA LIMITED

AND

**THE NATIONAL AUTOMOBILE, AEROSPACE,
TRANSPORTATION AND GENERAL WORKERS
UNION OF CANADA (CAW - CANADA) AND
CAW LOCAL No. 199; CAW LOCAL No. 222;
and CAW LOCAL No. 636**

**Dated: September 20, 2012
(Effective: October 1, 2012)**

On this September 20, 2012, General Motors of Canada Limited, referred to hereinafter as the Company, and CAW Local No. 222; CAW Local No. 199; and CAW Local No. 636, and the National Automobile, Aerospace, Transportation and General Workers Union of Canada (CAW Canada), said Local Unions and National Union CAW also being referred to jointly hereinafter as Union, on behalf of the employees covered by the Collective Bargaining Agreement of which this Supplemental Agreement becomes a part, agree as follows:

Section 1. Establishment of Plan

Subject to the approval of its Board of Directors and, when necessary, Shareholders, the Company will establish an amended pension plan, hereinafter referred to as the "Plan", a copy of which is attached hereto as Exhibit A-1 and made a part of this agreement to the extent applicable to the employees represented by the Union and covered by this agreement as if fully set out herein, modified and supplemented, however, by the provisions hereinafter. The terms defined in Article VIII of the Plan shall have the same meanings in this agreement. In the event of any conflict between the provisions of the Plan and the provisions of this agreement, the provisions of this agreement will supersede the provisions of the Plan to the extent necessary to eliminate such conflict. The Plan, as set forth in Exhibit A-1, and the Plan as it may be modified and supplemented by superseding provisions of this agreement, as above provided, are both contingent upon and subject to obtaining and retaining the approval of The Financial Services Commission of Ontario for registration of the Plan under Applicable Pension Laws and the approval of the Minister of National Revenue for registration of the Plan under Revenue Rules in order to establish the deductibility for income tax purposes of any and all contributions made by the Company and the status of any income earned in the pension trust. Any modification or amendment of either the Plan, or the Plan as modified and supplemented by this agreement, may be made retroactively by mutual agreement between the Company and the Union, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of Applicable Pension Laws and Revenue Rules, as now in effect or hereafter amended or adopted, provided that pension benefits under the Plan are not diminished.

If any provision of the Plan, or part thereof, is determined to be void or unenforceable, in whole or in part, such determination shall not affect the validity or enforcement of any other provision.

Until the Plan is approved by the Company's Board of Directors and, when necessary, the Shareholders, The Financial Services Commission of Ontario and the Minister of National Revenue, all as hereinbefore provided, the benefits payable shall be only those determined under the Plan as constituted prior to October 1, 2012; provided, however, that prior to the receipt by the Company of any necessary Shareholder approval but following approval by the Company's Board of Directors and receipt of favourable rulings from The Financial Services Commission of Ontario and the Minister of National Revenue as set forth above, the Company or the trustee will pay to retired employees and surviving spouses any excess amounts equal to the difference between the monthly pension calculated in accordance with the terms of the Plan, attached hereto as Exhibit A-1, and the monthly pension paid or payable in accordance with the terms of the Pension Plan which was attached as Exhibit A-1 to the Supplemental Agreement (Pension Plan) between the parties dated September 20, 2012. Any such excess amounts payable for months prior to the receipt of the aforementioned Board of Directors, The Financial Services Commission of Ontario and the Minister of National Revenue approvals, shall be payable the first of the month following the date upon which the last of these three approvals is received by the Company, and any such amounts payable thereafter shall be paid on the first of the month at the same time as the related pension is paid.

An amendment to the Plan that creates additional benefits in respect of a period of employment after 1989 and which must be certified by the Minister of National Revenue in accordance with Revenue Rules shall not be effective in respect of an employee until such certification has been received for that employee, and such additional benefits will not be paid as a result of the amendment prior to certification. The Company shall apply for such certification before making any contributions to the Plan in respect of such amendment.

In the event that the Plan is disapproved by the Board of Directors or Shareholders of the Company, written notice of such disapproval shall be given by the Company within thirty days thereafter to the Union and this agreement shall

thereupon have no force or effect. In that event the matters covered by this agreement shall be the subject of further negotiation between the Company and the Union. In addition, if the trustee has paid any excess amounts referred to in the paragraph immediately above prior to any such disapproval by the Shareholders of the Company, the Company will reimburse the trustee for the full amount of such payments.

Section 2. Financing

(a) A trustee or an insurance company, or both, shall be designated by the Company, and a trust agreement or contract, or both, executed between the Company and such trustee or insurance company, or both, under the terms of which a pension fund or insured fund, shall be established to receive and hold contributions payable by the Company, and effective January 1, 2010 by employees last hired on or after June 8, 2009, interest, and other income, and to pay or provide for purchase of the pensions and special allowances provided by the Plan. Expenses of the Plan, such as actuarial fees, investment management fees, trustee fees and administration costs, may also be payable from the trust fund or insured fund at the option of the Company and Company contributions under the defined contributions provisions of Appendix M may be satisfied by transferring surplus from the defined benefit trust to defined contribution accounts as provided in Section M2.05.

(b) The Company agrees that during the term of this agreement it will contribute irrevocably to the Pension Fund in accordance with, and within the time limits specified in Applicable Pension Laws. Notwithstanding the foregoing, contributions made to the Plan after 1990 by the Company shall only be made if they are eligible contributions in accordance with Revenue Rules.

At the discretion of the Company, and subject to Applicable Pension Laws, any surplus determined by actuarial valuation, or any portion thereof, may be applied to reduce the contributions otherwise required under the Plan.

(c) In accordance with Applicable Pension Laws and Revenue Rules, the Company may prepay contributions to the Plan in excess of the minimum contributions required by Applicable Pension Laws and may subsequently apply such

prepayments to reduce contributions otherwise required in future years.

(d) The Company by payment of the contributions or amounts as hereinbefore provided in this section shall be relieved of any further liability, except as required under Applicable Pension Laws and pensions and special allowances shall be payable only from the trust fund, the insured fund, or under annuity contracts purchased by the trust fund or any combination thereof.

(e) In the event that the Company makes a contribution to the Plan that would cause the Plan's registration to be revocable under Revenue Rules, such contribution shall be returned to the Company, subject to conditions and approval procedures under Applicable Pension Laws.

Section 3. Administration

(a) Board of Administration

(1) There shall be established by the Company a Board of Administration hereinafter referred to as the Board, composed of six members, three appointed by the Company and three by the Union. Each member of the Board shall have an alternate. In the event a member is absent from a meeting of the Board, the member's alternate may attend and when in attendance shall exercise the duties of the member. Either the Company or the Union at any time may remove a member or alternate appointed by it and may appoint a member or alternate to fill any vacancy among members or alternates appointed by it.

No person shall act as a member of the Board of Administration or as an alternate for such member unless notice of such appointment has been given in writing by the party making the appointment to the other party.

(2) The Board shall meet at such times and for such periods for the transaction of necessary business as may be mutually agreed upon by its members.

(3) To constitute a quorum for the transaction of business, the presence of four members of the Board shall be required. At all meetings of the Board the member or members present appointed by the Company shall have in the

aggregate a total of one vote to be cast on behalf of the Company, and the member or members present appointed by the Union shall have in the aggregate a total of one vote to be cast on behalf of the Union.

(4) The compensation and expenses of the Company members will be paid by the Company and the compensation and expenses of the Union members will be paid by the Union and no part of such compensation or expenses will be paid from the trust fund.

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

(i) A full actuarial valuation prepared by the actuary, on an annual basis.

(ii) The full annual report by the Trustee of the receipts, disbursements and assets of the Pension Fund, and the annual audited financial statements of the Pension Fund.

(iii) Upon request, pertinent data such as age, sex, service and benefits for current employees, retirees and surviving spouses in a format agreed to by the parties.

(6) The Board of Administration shall have no power to add to or subtract from or modify any of the terms of this agreement or the Plan, nor to change or add to any benefit provided by said agreement or Plan, nor to waive or fail to apply any requirements of eligibility for a benefit under said agreement or Plan.

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

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

(9) There shall be no appeal from any ruling by the Board which is within its authority. Each such ruling shall be final and binding on the Union and its members, the employee or employees involved, and on the Company.

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

(b) Impartial Chairperson

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

(2) The Impartial Chairperson will vote only in case of failure of the Company and Union by vote through their representatives on the Board to agree upon a matter which is properly before the Board and within the Board's authority to determine; provided that the Impartial Chairperson may vote only on matters involving the processing of individual cases, not on the development of procedures.

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

(c) As soon as possible after the effective date of this agreement, the Union and Company members of the Board of Administration shall, insofar as such matters affect the employees of the Company represented by the Union, work out matters such as but not limited to: (1) procedures for establishing Local Pension Committees at the plants involved; (2) the authority and duties of such Local Pension Committees; (3) the procedures for reviewing applications for pensions; (4) the handling of complaints regarding the determination of age, service credits, and computation of benefits; (5) procedures for making appeals to the Board; (6) means of verifying service credits to which employees are entitled under the Plan; (7) methods of furnishing information to employees regarding past and future service credits; (8) the amount of time the Union members of the local committees may be permitted to leave their work to attend meetings of the Local Pension Committees; (9) how disputes over total and permanent or occupational disability claims will be handled, including disputes, if any, with respect to whether a disabled pensioner engages in gainful employment; (10) the review of pertinent information about the Plan for dissemination to employees; (11) how pension payments will be authorized by the Board. All such matters shall be consistent with all other

provisions of the Plan and this agreement. The working out of the procedures outlined in this section shall be the responsibility of the members of the Board, and the Impartial Chairperson thereof shall have no power to decide any question with respect thereto. The provisions of Agreement Implementing Section 3(c) of the Supplemental Agreement, Pension Plan, dated September 20, 2012 which were established by the Board pursuant to the foregoing are incorporated herein as Appendix G.

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

(e) Insofar as employees who were in the employ of General Motors Diesel Limited on January 18, 1951 are concerned, the Plan as set forth in Exhibit A-1 is hereby modified and supplemented to the extent that there shall be substituted in the Plan for each identified date under Column I hereinafter, the date in Column II hereinafter which appears directly opposite the identified date in Column I:

PLAN REFERENCE	COLUMN I	COLUMN II
Article I, Section 6	April 1, 1947	August 15, 1949
Article II, Section 1	December 1, 1950	March 1, 1951
Article II, Section 2	December 1, 1950	March 1, 1951
Article II, Section 2(a)(1)	Calendar Year 1950	Calendar Year 1951
Article II, Section 3	December 1, 1950	March 1, 1951
Article II, Section 4(a)	December 1, 1950	March 1, 1951
Article VIII, 2	December 1, 1950	March 1, 1951
Article VIII, 7	December 1, 1950	March 1, 1951

Section 4. Effect of Retirement on Employment Status and Seniority

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

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

(c) If an employee who retired for reasons other than total and permanent disability or occupational disability, and lost seniority in accordance with subsection (a) above, is rehired prior to attaining age 65, such employee will cease to receive pension benefits and will have the credited service accrued at date of prior retirement combined with any service after re-

employment to compute credited service under Article II of the Plan on subsequent retirement.

Section 5. Deduction of Union Dues

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

(b) An authorization to deduct said monthly Union dues shall become effective as of the first of the second month following the month in which the Company receives such authorization from the Union, and shall remain in full force and effect until revoked by the retired employee's written notice given to the Company, except that during any period when there is not in effect a written collective bargaining agreement or supplement thereto between the Company and the Union which permits or provides for the deduction of Union dues from monthly pension benefits payable to a retired employee, such assignment, authorization and direction, if otherwise in effect, shall automatically be suspended for the duration of such period only.

(c) The Union shall indemnify and hold harmless the Company against any and all liability, including reasonable lawyer's fees, that may arise by reason of the Company's compliance with this Section 5.

(d) This Section 5 shall be of no force or effect during any month for which less than one hundred such authorizations are in effect.

Section 6. General Provisions

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

(b) No matter respecting the Plan as modified and supplemented by this agreement or any difference arising

thereunder shall be subject to the grievance procedure established in the collective bargaining agreement.

(c) Credited service shall be granted to an employee who is absent from work pursuant to Paragraph 73 of the collective bargaining agreement, or on a leave of absence under Paragraph 70 of the collective bargaining agreement if the leave was granted for the purpose of permitting the employee to engage in the business of or to work for the Local Union, or if the leave was granted under Paragraph 71 of the collective bargaining agreement for the purpose of permitting the employee to engage in the business of or to work for the National Union CAW while on such leave.

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

Notwithstanding anything to the contrary contained in this subsection (c), the total periods of credited service after December 31, 1990 accrued on a current service basis during which the employee is not receiving remuneration from the Company, shall not exceed the sum of:

(a) the full time equivalent of five years; and

(b) the total periods of leaves of absence during which the employee qualifies as a "loaned employee" under Revenue Rules; and

(c) the periods of parenting, as defined in Revenue Rules, subject to a maximum of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting.

(d) Notwithstanding any other provisions of the Plan, an employee who retires with benefits payable commencing on or after October 1, 1993 while on an approved leave of absence granted under Paragraph 71 of the collective bargaining agreement shall not be prevented from receiving benefits under Section 9 of Article I of the Plan solely because the last day the employee worked for the Company was not within

five years of the date the employee's pension benefits commence.

(e) An employee with seniority on December 21, 1970 who was absent from work because of layoff on or after January 18, 1965 and before January 1, 1968 as the direct result of the Canada-United States Automotive Trade Agreement, as evidenced by the fact that the employee's name appeared on a listing prepared by the Company and submitted to the federal government with respect to such layoffs, shall, upon making proper application, be credited with 40 hours for each complete calendar week of such absence during which the employee had seniority up to a maximum of one year of credited service for such absence. In no event shall such an employee be credited with more than one year of credited service for any calendar year, and there shall be no duplication of credited service by virtue of this subsection.

Section 7. Defined Contribution Provisions

Appendix M contains the defined contribution provisions of the Plan. The rest of the Plan shall be read as applying only to the defined benefit provisions of the Plan except where the terms specifically indicate otherwise.

Section 8. Duration of Agreement

This Agreement and Plan as modified and supplemented by this Agreement shall continue in effect until the termination of the Collective Bargaining Agreement of which this is part.

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

**National Automobile,
Aerospace,
Transportation and
General Workers Union
(CAW Canada)**

K. LEWENZA
J. DIAS
P. KENNEDY
K. OSBORNE
J. STANFORD
J. HANNAH

**General Motors of
Canada Limited**

D.E. WENNER
R. C. MONTEITH
M.M. DI CARLANTONIO
C. THOMSON
J. KUYT
N.I. GIBSON
A.E. COOPERMAN
J. SWEENEY
K. NEWBOLD
N. MUZIK
D.J. COURTNEY
M. WEIGEL
M. SIMPSON

**National Automobile,
Aerospace,
Transportation and
General Workers Union
(CAW Canada)**

**General Motors of
of Canada Limited**

Local No. 222, CAW

C. BUCKLEY
R. SVAJLENKO
G. MOFFATT
T. FINLAY
M. MUNCE
C. JAMES
M. CARMAN
D. SEARLE
B. DICKSON

R. GIROUX
T. COSTA

Local No. 199, CAW

T. WHITE
G. MARTIN
W. GATES
B. CHEMNITZ
D. DEAN
T. McKINNON

G. VAN HEUVEN
D. ULCH

Local No. 636, CAW

R. ENGLISH

L. SEGEDIN
S. WILLIAMSON

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

PREAMBLE

In connection with the Pension Plan a pension fund shall be established either by a Trust Agreement with a trustee or trustees or by contract with an insurance company or insurance companies, or both, and with respect thereto the Company shall make such payments or contributions as will be sufficient to maintain the fund on a sound actuarial basis as well as to pay expenses incident to the operation and management of the Plan.

Except as provided this paragraph in Section 8 of Article I, Section 1 of Article V, and Article VII, the provisions set forth in this Plan are applicable only to employees with seniority on or after October 1, 2012. Employees retired with benefits commencing prior to such date or separated prior to such date, or eligible surviving spouses of such employees, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date except that the benefits of an employee who meets the definition of A1.02 or A1.03 of Appendix L and whose Estimated Statement of Benefit Entitlement was issued on March 12, 2009 or later shall be determined under the provisions of this Plan.

Notwithstanding the paragraph immediately above, employees who retired with benefits commencing after September 19, 2012 and prior to October 1, 2012 pursuant to the provisions of Article I of the Plan, shall be considered for purposes of Article I herein as having retired with benefits payable commencing on or after October 1, 2012, the surviving spouses of any employees who died after September 19, 2012 and prior to October 12, 2012, who are otherwise eligible for monthly benefits under the Plan, shall be considered entitled to monthly benefits pursuant to Section 7 of Article I herein; and any such employees shall be considered eligible for credited service under Article II herein.

ARTICLE I

ELIGIBILITY FOR RETIREMENT AND

AMOUNT OF PENSIONS

Section 1. Normal Retirement

Any employee who shall have attained the age of 65 and shall cease active service, shall be entitled to receive a pension.

Any employee hired on or after October 1, 2008 who shall have attained age 65, shall have 10 or more years of credited service, and shall have ceased active service, shall be entitled to receive a pension.

Section 2. Early Retirement

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

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

(3) An employee who has 30 or more years of credited service may retire at the option of the employee, except that an employee hired on or after October 1, 2012 must also have attained age 55.

(4) An employee who has attained age 55 and who does not qualify under one of the foregoing provisions under this Section 2(a), may retire at the option of the employee.

(b) An employee who has attained age 55 but not age 65 and who has 10 or more years of credited service may be retired at the option of the Company or under mutually satisfactory conditions in accordance with the provisions of Appendix B.

(c) The early retirements outlined in this Section 2 shall only be available to an employee who: (1) has never received any payments under Exhibit D-2, Voluntary Termination of Employment Plan, or (2) is re-employed subsequent to having accepted a payment under Exhibit D-2, Voluntary Termination

of Employment Plan in respect of a prior period of service and has not received any other payments under Exhibit D-2.

Section 3. Disability Retirements

(a) An employee who is totally and permanently disabled or occupationally disabled prior to attaining age 65, and has at least 10 years of credited service, shall be eligible for a disability pension as hereinafter provided.

(b) (1) An employee shall be deemed to be totally and permanently disabled if the employee is suffering from a physical or mental impairment, that prevents the employee from engaging in any employment for which the employee is reasonably suited by virtue of the employee's education, training or experience and, that can reasonably be expected to last for the remainder of the employee's lifetime, as established, in part, by a written certificate of a medical doctor licensed to practice in a province of Canada, and which certificate is satisfactory to the Company.

(2) Notwithstanding (b)(1) of this Section 3, if an employee was already receiving Total and Permanent Disability retirement benefits as of December 31, 1991, the determination as to whether the employee remains totally and permanently disabled shall be made in accordance with the provisions of the Plan in effect at the employee's retirement date.

(c) An employee shall be deemed to be occupationally disabled only if not engaged in regular employment or occupation for remuneration or profit and on the basis in part of medical evidence satisfactory to the Company, from a medical doctor licensed to practice in a province of Canada, that the employee is found to be wholly and permanently prevented from engaging in regular employment or occupation with the Company, at the plant or plants where the employee has seniority, for remuneration or profit as a result of bodily injury or disease, but excluding disabilities resulting from service in the armed forces of any country unless the employee becomes occupationally disabled after having accumulated at least 5 years of seniority following separation from service in the armed forces.

(d) Any disability pensioner may be required to submit to medical examination at any time during retirement prior to age

65, but not more often than semi-annually, to determine whether the pensioner is eligible for continuance of the disability pension. If on the basis of such examination it is found that the pensioner is no longer disabled or if the pensioner engages in gainful employment, except for purposes of rehabilitation as determined by the Company, the pensioner will be deemed recovered and the pensioner's disability pension will cease. In the event the disability pensioner refuses to submit to medical examination the pension will be discontinued until the pensioner is examined.

Section 4. Amount of Pensions

- (a) The monthly pension payable to an employee hired before October 1, 2012 retired pursuant to the provisions of Sections 1, 2 or 3 of this Article I with benefits payable commencing on or after October 1, 2012 shall be a basic benefit for each year of credited service that the employee had at the date of retirement, determined by the employee's Benefit Class Code as set forth in the table immediately following:

Retirement With Benefits Payable Commencing	Benefit Class Code	Basic Benefit Rate Per Year of Credited Service
On or After <u>October 1, 2012</u>	A	\$ 68.00
	B	68.25
	C	68.50
	D	81.00

The monthly pension payable to an employee hired on or after October 1, 2012 and retired pursuant to the provisions of Sections 1, 2 or 3 of this Article I with benefits payable commencing on or after October 1, 2012 shall be a basic benefit for the years of credited service that the employee had at the date of retirement, determined by the employee's Benefit Class Code and the employee's seniority when the credited service was accrued, as set forth in the table immediately following:

<u>Retirement With Benefits Payable Commencing</u>	<u>Benefit Class Code</u>	<u>Basic Benefit Rate For Each Year of Credited Service Accrued During</u>	
		<u>First 10 Years of Seniority</u>	<u>Year 11 of Seniority and After</u>
		<u>\$</u>	<u>\$</u>
<u>On or After</u>	<u>A</u>	<u>25.50</u>	<u>34.00</u>
<u>October 1,</u>	<u>B</u>	<u>25.59</u>	<u>34.13</u>
<u>2012</u>	<u>C</u>	<u>25.69</u>	<u>34.25</u>
	<u>D</u>	<u>30.38</u>	<u>40.50</u>

(1) The monthly pension payable to an employee who retires at the employee's option under Section 2(a)(2) and 2(a)(3) of this Article I, at a date selected by the employee on or after October 1, 1999 shall be multiplied by a percentage as set forth in the following table:

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

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

Effective October 1, 2012, if an employee with 30 or more years of credited service retires at the employee's option, the monthly basic benefits otherwise payable for months following the month the employee attains age 65 shall be redetermined without any such reduction.

If an employee whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more retires at the employee's option the monthly basic benefits otherwise payable after age 60 shall be redetermined without any such reduction.

(2) The monthly pension payable to an employee who retires at the employee's option under Section 2(a)(4) of this Article I, at a date selected by the employee shall be multiplied by a percentage as set forth in the table below, provided that such

adjusted pension shall not be less than a monthly pension that is actuarially equivalent to the monthly pension that would otherwise be payable to the employee beginning on the employee's normal retirement date:

Age When Pension Commences	Percentage*
55	46.0%
56	49.6
57	53.2
58	56.8
59	60.4
60	64.0
61	71.2
62	78.4
63	85.6
64	92.8
65	100.0

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

(3) The annual lifetime pension payable to an employee who retires after December 31, 1991, under Sections 1, 2 or 3 of Article I or who loses seniority and is entitled to a pension under Section 2 of Article V, shall not be greater than (i) multiplied by the lesser of (ii) and (iii) at the time of retirement, where:

(i) is equal to 100% less 0.25% for each month, if any, by which the date the pension commences to be paid precedes the earliest of:

(a) the date the employee attains age 60;

(b) the date the employee completed, or would have completed had the employee continued in employment after the date of retirement, 30 years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada); and

(c) the date on which the aggregate of the employee's age and years of early retirement eligibility service as specified under Regulation 8503(3)(c) under the Income Tax Act (Canada) is, or would have been had the employee continued in employment after the date of retirement, equal to 80 years.

(d) the date on which the employee becomes totally and permanently disabled as defined in Section 3(b)(1) of Article I.

(ii) is equal to the lesser of (a) and (b), multiplied by (c), where:

(a) is 2% of the employee's Best Average Earnings;

(b) is the defined benefit limit for the year of retirement as defined under Revenue Rules; and

(c) is the sum of credited service prior to January 1, 1992, to a maximum of 35 years, and credited service after December 31, 1991.

(iii) is equal to (a) multiplied by (b), where:

(a) is 12 times the amount that is assigned to the Benefit Class Code as provided in Section 4(a) of Article I; and

(b) is the employee's credited service.

(iv) The annual lifetime pension in years following retirement shall not be greater than the amount determined under (3)(ii) above, adjusted by (3)(i), above multiplied by the ratio of the Consumer Price Index in the month in which the pension payment is being made to the Consumer Price Index in the month in which pension payments commenced to be paid to the employee.

Notwithstanding the provisions of this subsection (3), the annual lifetime pension payable to an employee who retires after December 31, 1991, in respect of credited service prior to 1992, shall not be restricted at the time of retirement to the amount described in this subsection but will be subject to the

provisions of Information Circular 72-13R8 dated December 16, 1988.

(b) An employee discharged for cause after such employee is eligible to retire at the employee's option under Section 2(a) of this Article I shall be entitled to the benefits provided under Section 4(a) of this Article I as though the employee had retired at the employee's option.

Section 5. Supplementary Pension Benefits

(a) A supplementary pension of \$18.00 for each year of credited service up to 30 shall be payable until the month following the month the employee attains age 65, in addition to the monthly basic pension payable to an employee retired pursuant to Sections 1, 2 (except an employee retired under Subsection 2(a)(4) or with 30 years or more of credited service) and 3 of this Article I, reduced by the estimated statutory benefit.

(b) If the pensioner makes application for use of actual statutory benefit within 12 months of the pensioner's first date of eligibility for such statutory benefit and furnishes evidence, satisfactory to the Company, that the amount of statutory benefit differs by at least \$1.00 per month from the estimated statutory benefit, then in determining the benefit payable under subsection (a) above, the amount of the pensioner's statutory benefit shall be applied in place of such estimated statutory benefit effective as of the date of the pensioner's retirement.

(c) Such supplementary pension for retirements on or after October 1, 1999 shall be multiplied by a percentage as set forth in the following table when payable to employees retired under the provision of Section 2(a)(2) of this Article I:

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

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

The supplementary pension referred to in Article I, Section 5(a) above shall be redetermined at age 60 without such reduction for an employee who retired on or after October 1, 1999, whose combined years of age and years of credited service (to the nearest 1/12 in each case) shall total 85 or more who retires at their option.

Section 6. Deductions for Retirement Benefits Provided Exclusively by Company Contributions

Monthly pensions (or deferred monthly pensions as provided for in Section 2 of Article V) under the Plan shall be reduced by the monthly amount of "Past Service" benefits, if any, which an employee is entitled to receive as a result of the Company's contributions under the "Retirement Plan for

Employees of General Motors Subsidiaries Operating in Canada" which became effective April 1, 1947.

If the monthly benefits of an employee payable under the Plan are subject to reduction under the preceding provisions of this Paragraph in respect of a monthly benefit for "Past Service" benefit payable from the "Retirement Plan for Employees of General Motors Subsidiaries Operating in Canada", and the employee arranges to transfer the commuted value of the entitlement out of such other retirement plan, then the monthly benefit of the employee payable under the Plan shall be reduced by the amount of the monthly benefits that would have been payable under such other retirement plan but for such transfer.

Section 7. Pension Benefits to Employee's Surviving Spouse

(a) In lieu of the monthly basic benefit otherwise payable, an employee who retires or is retired pursuant to the normal, early, total and permanent disability or occupational disability retirement provisions of this Article I, or who breaks seniority and is eligible for a deferred pension pursuant to the provisions of Section 2 of Article V hereof, shall be deemed to have elected automatically a reduced amount of monthly basic benefit to provide that, if the employee's designated spouse shall be living at the employee's death after such election shall have become effective, a survivor benefit shall be payable to such spouse during the spouse's further lifetime. In the event such spouse predeceases such employee; they are divorced by court decree, the terms of which do not expressly prohibit cancellation of the survivor annuity; or in the case of a common-law relationship, terminate their cohabiting and residing together; such employee may cancel the survivor benefit election and have the monthly basic pension benefit restored to the amount payable without such election, effective the first day of the second month following the month in which the Company receives (i) evidence satisfactory to the Company of the spouse's death, or (ii) such employee's written revocation of the election because of divorce or termination of their cohabiting and residing together, on a form approved by the Company and, if applicable, accompanied by evidence satisfactory to the Company of a final decree of divorce or termination of cohabitation.

The automatic election provided in this subsection (a) shall become effective on the later of (i) the commencement date of the employee's monthly pension benefit if the employee is legally married, or (ii) the first day of the month following the month in which the employee and a member of the opposite sex, or effective October 19, 1999 a person of the same sex, have been living in a conjugal relationship for an immediately preceding continuous period of one year, and further provided that such one year period is completed not more than one year after the employee's retirement date.

An employee may prevent the automatic election provided in this subsection (a); at the time of application for retirement benefits, by executing a specific written rejection of such election, which includes the written consent of the employee's spouse, on a form meeting the requirements of Applicable Pension Laws and approved by the Company and filing it with the Company. The written consent of the spouse is not required if the employee and the employee's spouse are living separate and apart or, in Quebec, if the spousal status has terminated as defined in Appendix G on the date the first pension payment is due.

(b) The beneficiary of a survivor benefit election, shall be only the person who is the employee's spouse on the effective date of such election.

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

(d) A survivor benefit election shall be irrevocable at and after its effective date if the employee and the employee's designated spouse shall be living at such date, except as otherwise provided in Section 7(a) of this Article I.

(e) For an employee who makes a survivor benefit election or who is deemed to have made such election under this Section 7, the reduced amount of the employee's monthly basic benefit referred to in (a) above shall be equal to an amount determined by multiplying the monthly basic benefit otherwise payable to the employee by 95% if the employee's age is within five (5) years of the eligible spouse's age; except that, in the case of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of this Article the amount of reduction in the employee's monthly

basic benefit before such redetermination for the survivor benefit election shall be based on the monthly basic benefit payable to such employee after redetermination pursuant to Section 4(a)(1) of this Article. Such percentage shall be increased by one-half of one per cent (1/2%) (up to a maximum of 100%) for each 12 months in excess of five (5) years that the spouse's age exceeds the employee's age and shall be decreased by one-half of one per cent (1/2%) for each 12 months in excess of five (5) [ten (10) years if employee breaks seniority on or after October 1, 1999 years that the spouse's age is less than the employee's age.

(f) The survivor benefit payable to the surviving spouse of a retired employee who has completed an election or who is deemed to have made an election under this Section 7, and who dies after such election becomes effective, shall be a monthly benefit for the further lifetime of such surviving spouse equal to 60% (66 2/3% if employee breaks seniority on or after October 1, 1999) of the reduced amount of such employee's monthly basic benefit as determined in (e) above; except that the survivor benefit payable to the surviving spouse of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of this Article I, shall be based on the monthly basic benefit payable to such employee after redetermination. No such survivor benefit shall be payable for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees. Notwithstanding the preceding provisions of this paragraph, the amount of the survivor benefit payable to a surviving spouse of a retired employee at any time shall not exceed 2/3 of the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable in accordance with Sections 5 and 9 of this Article I to the retired employee if the retired employee was alive at the time.

(g) The option set forth in (a) above shall not be applicable to any portion of the supplementary pension or special allowance paid in accordance with Sections 5 and 9 of this Article I.

(h) The surviving spouse of an employee

(1) who dies on or after attaining age 65, or after the employee is eligible to retire at the employee's option under Section 2(a) of this Article I, but before the first day of the

month following the date on which the employee retires or before the commencement date of the employee's monthly pension in the case of an employee who retires at the employee's option and defers the receipt of monthly pension, and

(2) who, if the employee had retired at the date of death, would have been eligible for the election under subsection (a) of this Section 7, shall be entitled to a monthly benefit during the spouse's lifetime, terminating with the last monthly payment before the spouse's death. The monthly benefit payable to the surviving spouse shall be the amount such spouse would have been entitled to receive under subsection (f) of this Section 7, if the employee had retired on the date of the employee's death under Sections 1, or 2(a), whichever is applicable, of this Article I with benefits commencing the first of the following month and had effectively made the election under subsection (a) of this Section 7 provided, however, that no benefit shall be payable under this subsection (h) for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees. In lieu of the monthly pension benefits, within 90 days of receiving a statement of benefits and options, the surviving spouse may elect, in writing, to receive a lump sum payment equal to the commuted value of such benefits.

(3) Effective October 1, 1993, if the commuted value of the surviving spouse benefit determined in this Subsection (h) is less than the commuted value of the deceased employee's Basic Benefit, then the surviving spouse benefit shall be increased so that it has a commuted value equal to the commuted value of the deceased employee's Basic Benefit or, if the surviving spouse elects to receive a lump sum payment in accordance with the last sentence of subsection (h)(2) then the lump sum payment shall be increased so that it equals the commuted value of the deceased employee's Basic Benefit. Effective October 1, 2005, for purposes of this subsection (3), the commuted value of the Basic Benefit for an employee who was eligible to retire under Section (2)(a)(3) of Article I shall be calculated as if redetermination of the Basic Benefit occurs at age 60.

(i) A lump sum payment equal to the commuted value of the deferred vested Basic Benefit payable commencing at age 65

of an employee who dies prior to becoming eligible to retire under Section 2 of this Article I or a former employee who terminated on or after January 1, 1988 and who dies prior to commencement of a deferred pension benefit being paid, shall be payable upon the death of the employee or former employee to the surviving spouse of the employee or former employee, or to an eligible beneficiary as defined in Article VIII, 10 if there is no spouse or if the spouse has waived the pre-retirement death benefit provided in this subsection (i) by executing a waiver of the benefit on a form meeting the requirements of Applicable Pension Laws and approved by the Company. A spouse entitled to such lump sum may elect to transfer the lump sum to a registered retirement savings plan or registered retirement income fund in the name of the spouse, the fund of a registered pension plan if the administrator of that plan agrees to accept the transfer, or to an insurance company for the purchase of an annuity commencing no later than the end of the year when the spouse attains age 71 (or such age as required by Revenue Rules), or within one year of the employee's death if later.

(j) Effective January 1, 2006, an employee who is not deemed to elect the survivor benefit pursuant to Section 7(a) of this Article I or who prevents the application of the automatic election under Section 7(a) of this Article I may elect to receive a reduced monthly basic benefit with a guarantee period of 60, 120 or 180 months. To be effective such election must be made in the form and manner prescribed by the Company and before payment of the employee's basic benefit commences. An election to add a guarantee period may be cancelled or changed, provided notification of such cancellation or change is made prior to the commencement of benefit payments.

(1) If the employee elects such a guarantee then the employee's monthly basic benefit that would otherwise be payable after any applicable reductions for early retirement shall be actuarially adjusted pursuant to subsection (4) and if the employee dies before receiving 60, 120 or 180 monthly payments of basic benefit, as elected by the member, then payment of the basic benefit shall continue to the eligible beneficiary of the employee for the remainder of the guarantee period selected by the employee.

(2) The basic benefit payable to an employee after adjustment pursuant to subsection (4) shall be subject to redetermination to the same extent as if such adjustment had not

applied, except that the amount on redetermination will be reduced by the same percentage reduction that is applied to the employee's initial basic benefit amount pursuant to subsection (4).

(3) The benefit payable to an eligible beneficiary for the remainder of a guarantee period following the death of the employee shall equal the amount of basic benefit that would have been payable to the employee if the employee had remained alive, except that the benefit payable to an eligible beneficiary of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of this Article I, shall be based on the basic benefit that would have been payable to such employee after redetermination. Notwithstanding the preceding provisions of this paragraph (3), the amount of the benefit payable to an eligible beneficiary of an employee at any time shall not exceed the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable to the retired employee if the retired employee was alive at the time.

(4) The adjustment to the employee's monthly basic benefit pursuant to subsection (1) above shall be determined so that the resulting basic benefit payable to the member, with the applicable guarantee period, shall be actuarially equivalent to the monthly basic benefit that would otherwise be payable to the employee.

Section 8. Benefits for Employees Who Retired With Benefits Payable Commencing Prior to October 1, 2012

An employee who retired under Article I of the Plan with benefits payable commencing prior to October 1, 2012, or the eligible surviving spouse of such an employee, shall be entitled to the benefits, if any, under the Plan as it existed immediately prior to such date except that:

(a) For months commencing on or after October 1, 2012, the survivor benefit payable to the surviving spouse of a retired employee who has completed an election of a special survivor option and who dies after such election becomes effective, shall be a monthly benefit of \$25.00 for the further lifetime of such surviving spouse for each year of credited service that such retired employee had at the date of retirement. Notwithstanding the preceding provisions of this paragraph, the amount of the survivor benefit payable to a surviving spouse of a retired employee at any time shall not exceed 2/3

of the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable in accordance with Sections 5 and 9 of this Article I to the retired employee if the retired employee was alive at that time.

(b) An employee who retired under Article I of the Plan, or who is eligible for a deferred pension pursuant to the provisions of Section 2 of Article V of the Plan, and who has a survivor benefit option in effect but whose designated spouse predeceases the employee, may have the monthly basic pension benefit restored to the amount payable without such option, effective the first day of the second month following the month in which the Company receives evidence satisfactory to the Company of the spouse's death.

(c) In lieu of receiving a reduced amount of any increase in benefits otherwise payable under this Section 8 on or after October 1, 1973 in order to provide an increase in the amount of survivor benefit otherwise payable, an employee who retired under Article I of the Plan with benefits payable commencing prior to December 21, 1970, and who is divorced by court decree, the terms of which do not expressly prohibit cancellation of the survivor annuity, from the designated spouse for whom the employee has a survivor benefit option in effect, may elect to receive the full amount of such increase.

To make such election the employee must complete a form approved by the Company and file it with the Company, accompanied by evidence satisfactory to the Company of a final decree of divorce, in which case such election shall become effective with respect to benefits falling due for months commencing on the first day of the second month following the month in which the Company receives such completed election form and final decree of divorce.

(d) An employee who retired or retires under Article I of the Plan with benefits payable commencing on or after March 1, 1962, who marries, or remarries, subsequent to the earliest date a survivor benefit option was in effect, or was not in effect on such date solely because the retired employee was not then married, may elect, or re-elect, a survivor benefit option. Any such option, and the benefits thereunder, shall be provided under the terms and conditions of the Plan in effect at the time of the employee's retirement. Such option shall become effective on the first day of the second month following the month in which the Company receives a

completed election form, but in no event before the first day of the month following the month in which the retired employee has been married one year.

No election provided hereunder shall become effective under any circumstances for any retired employee whose completed election form is received by the Company after the first day of the month in which the retired employee has been married one year.

For purposes of the above the term marries or remarries shall include a common-law marriage with a spouse, as defined in Article VIII, 12.

This subsection (d) also shall be applicable to an employee retired with benefits payable commencing on or after October 1, 2012.

(e) The monthly amount of any basic pension benefit payable to an employee who retired under Article I, Section 2(a)(3) of the Plan with 30 or more years of credited service with benefits commencing on or after March 1, 1974 and prior to November 1, 1976 who had not attained age 55 when benefits commenced, shall be redetermined at age 65 to the monthly amount payable without any reduction for retirement before attaining age 62.

Section 9. Special Allowance for Early Retirement

(a) An employee hired before October 1, 2012 with 30 or more years of credited service who retires under Section 2 (other than an employee referred to in Section 4(b) of this Article I, unless the Company or an Arbitrator under an applicable collective bargaining agreement determines the discharge should not result in the employee being ineligible for benefits under this Section 9), or 3 of this Article I, and who files application for a pension within five years of the last day worked for the Company and who agrees to restrict participation in the work force as provided in (d) below will receive, prior to the second month following the month of attaining age 65 (age 60 for retirements on or after September 15, 1987 and prior to October 1, 1999), an amount which when added to the employee's monthly pension and supplementary pension under this Plan will equal the amount of total monthly benefit applicable to the employee as

provided in the table set forth below, subject to the provisions of (b) and (c) of this Section 9:

Retirement With Benefits Payable Commencing	Total Monthly Benefit Rate for Determining Monthly Special Allowance	
<u>October 1, 2012</u>	Benefit Class Codes	
	A, B, C \$	D \$
	3515	3895

An employee hired on or after October 1, 2012 with 30 or more years of credited service who retires under Section 2 (other than an employee referred to in Section 4(b) of this Article I, unless the Company or an Arbitrator under an applicable collective bargaining agreement determines the discharge should not result in the employee being ineligible for benefits under this Section 9), or 3 of this Article I, and who files application for a pension within five years of the last day worked for the Company and who agrees to restrict participation in the work force as provided in (d) below will receive, prior to the second month following the month of attaining age 65 an amount which when added to the employee's monthly pension and supplementary pension under this Plan will equal the amount of total monthly benefit applicable to the employee as provided in the table set forth below, subject to the provisions of (b) and (c) of this Section 9:

<u>Retirement With Benefits Payable Commencing</u>	<u>Total Monthly Benefit Rate for Determining Monthly Special Allowance</u>	
<u>On or After October 1, 2012</u>	<u>Benefit Class Codes</u>	
	<u>A, B, C</u> \$	<u>D</u> \$
	<u>1,757.50</u>	<u>1,947.50</u>

(b) In the case of an employee retiring with benefits payable under Section 2 or 3 of this Article I, the special allowance shall be calculated assuming that the employee's pension commences immediately after retirement.

(c) If an employee entitled to a special allowance makes the election or is deemed to have made the election provided in Section 7 of this Article I, the special allowance shall be computed on the basis of the monthly pension the employee would have received under Section 2 or Section 3, whichever is applicable, of this Article I as if the employee had not made or been deemed to have made the election under Section 7.

(d) The special allowance of an employee entitled to such allowance shall commence on the first day of the month following the date on which the employee retires and shall be payable monthly thereafter until and including the first day of the month following the month in which the employee attains age 65, or dies, or the employee's pension ceases for any other reason, or the employee is reemployed by the Company, whichever occurs first; provided, however, that if an employee entitled to receive a special allowance has earnings after retirement in excess of the YMPE, pursuant to the letter agreement, in any calendar year (such earnings being defined for this purpose as the type of employment earnings subject to contributions under the Canada Pension Plan or Quebec Pension Plan), a penalty equal to the amount by which such earnings exceed the amount permitted shall be charged against each succeeding monthly special allowance which the employee would otherwise be entitled to receive until the full amount of such penalty is satisfied, it being understood that penalties and charges herein shall be cumulative if appropriate.

An employee receiving a special allowance may be required to certify whether the employee's earnings have been in excess of the permitted amount and to furnish verification of the amount of such earnings. Unless repaid by the employee in a lump sum, any overpayments of a special allowance made after an employee incurred a penalty because of excess earnings in accordance with the preceding paragraph shall be deducted from future monthly benefits payable to the employee under this Pension Plan.

(e) If a retired employee has been receiving a pension under Section 3 of this Article I and has been receiving special allowance payments and on the basis of medical evidence

satisfactory to the Company it is found that the employee is no longer totally and permanently disabled or occupationally disabled, as applicable, and the employee's seniority is restored, or if the employee is reemployed by the Company, the employee shall not thereby forfeit any right the employee may thereafter have to receive special allowance payments if the employee thereafter retires under this Pension Plan.

Section 10. Maximum Allowable Temporary Pension for Employees Retiring After December 31, 1991

The monthly temporary pension payable to an employee in any month shall not exceed the product of (A), (B) and (C), where:

(A) is equal to the sum of:

(i) the maximum monthly pension benefit payable at age 65 under the Old Age Security Act as at the date the employee commences receiving pension payments; and

(ii) the maximum monthly pension benefit payable under the Canada Pension Plan as at the date the employee commences receiving pension payments, determined as if the employee were age 65 at such date, multiplied by the ratio, not to exceed one, that the total of the employee's remuneration for the three calendar years in which the remuneration is the highest, bears to the total of the YMPE for those three years; and

(B) is equal to the sum of:

(i) the ratio that the employee's credited service prior to January 1, 1992 bears to total credited service; and

(ii) the product of:

(a) the ratio that the employee's credited service after December 31, 1991 bears to total credited service;

(b) the ratio that the employee's credited service bears to 10 years, such ratio not to be greater than one; and

(c) 100% less 0.25% for each month, if any, by which the date the employee's pension payments commence precedes the date the employee will attain age 60; and

(C) is equal to the ratio of the Consumer Price Index in the month in which the pension payment is being made to the Consumer Price Index in the month in which pension payments commenced to be paid to the employee.

For purposes of this determination, the monthly temporary pension payable to the employee shall be defined as the amount, if any, by which the total pension payable under the Plan to the employee in the month exceeds the basic pension benefit payable after the employee attains age 65, such basic pension benefit being calculated pursuant to Section 4 of this Article.

(D) Section 10(B) above shall not be applicable to an employee who is receiving benefits pursuant to Section 3 (b)(1) of Article I.

Section 11. Maximum Allowable Total Pension for Employees Retiring After December 31, 1991

The sum of an employee's monthly temporary pension, as defined in Section 10(C), in respect of credited service after December 31, 1991, plus the monthly Basic Benefit in respect of credited service after December 31, 1991, shall not exceed at the time of retirement one-twelfth of the sum of:

(a) the defined benefit limit for the year as defined under Revenue Rules multiplied by credited service after December 31, 1991; plus

(b) 25% of the average of the YMPE in the year of retirement and the two immediately preceding years multiplied by the ratio of the employee's years of credited service after December 31, 1991 to 35 (such ratio not to exceed one).

The sum of an employee's monthly temporary pension, as defined in Section 10(C), in respect of credited service after December 31, 1991, plus the monthly Basic Benefit in respect of credited service after December 31, 1991, in any year following retirement shall not exceed the amount determined above multiplied by the ratio of the Consumer Price Index in the month in which the pension payment is being made to the Consumer Price Index in the month in which pension payments commenced to be paid to the employee.

Section 12. Employees Not Actively at Work

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

Section 13. Commuted Value Option

An employee who under Section 1 or 2 of this Article I elects to retire and immediately commence receiving a pension may, effective on or after January 1, 2013 and no later than 15 days prior to the first pension payment actually being made, elect a transfer of the commuted value of the pension, that would otherwise be payable to the employee from the pension fund (being the basic benefit, and any applicable supplementary pension or special allowance) to:

(a) the pension fund of another registered pension plan, if the administrator of the plan agrees to accept the transfer; or,

(b) an insurance company for the purchase of a life annuity that will not commence later than the end of the calendar year in which the former employee attains age 71, or any such other age required under Revenue Rules; or

(c) a retirement savings arrangement as otherwise prescribed by Applicable Pension Laws and Revenue Rules.

Such commuted value transfer shall be in lieu of monthly payment from the pension fund and the completion of such commuted value transfer shall operate as a complete discharge from any further obligations under the Plan in respect of such employee. Notwithstanding anything to the contrary contained herein, the amount transferred pursuant to this section may not exceed the maximum amount specified by Revenue Rules in the Income Tax Act of Canada. Any portion of the commuted value that exceeds such maximum shall be paid to the employee in a lump sum.

ARTICLE II

CREDITED SERVICE

Section 1. Credited Service Prior to December 1, 1950

For an employee with seniority on or after October 1, 2012 who makes proper application, credited service prior to December 1, 1950 shall be computed to the nearest 1/10 year and shall be the sum of:

(a) the number of years following the employee's plant seniority date on December 1, 1950 but preceding December 1, 1950, plus

(b) (1) any service as an hourly or salaried employee with the Company preceding the employee's seniority date on December 1, 1950, or, for an employee who did not have a plant seniority date on December 1, 1950, any periods of active service prior to December 1, 1950, plus

(2) any period of absence prior to December 1, 1950 under an approved military leave of absence following any period of active service credited under Section 1(b)(1) of this Article, provided such employee had unbroken seniority from such period of active service to the commencement of the military leave of absence, plus

(c) any additional period or periods of service with a company acquired by the Company prior to December 1, 1950 in which company General Motors Corporation had a stock interest at the time of acquisition of such company, computed on the same basis as set forth in subsection (b) above; provided, however, that the period of service for which the employee may receive credit for service with such company shall not extend prior to the date on which the employee was hired by the acquired company or the date as of which General Motors Corporation acquired an interest in such company, whichever is later, plus

(d) the provisions of Section 1(b)(2) of this Article to the contrary notwithstanding, for an employee with seniority on or after October 1, 1979 any period of active service in the Allied Forces or Mercantile Marine commencing on or after September 3, 1939, and preceding date of hire, but only if the employee was hired by the Company between September 17,

1947 and October 31, 1947, provided the employee makes application and provides evidence satisfactory to the Company of such service and honourable discharge therefrom.

Section 2. Credited Service Subsequent to December 1, 1950

(a) (1) Credited service commencing with December 1, 1950, and thereafter, shall be computed for each calendar year for each employee on the basis of total hours compensated by the Company during such calendar year while the employee has unbroken seniority, and prior to the end of the month in which the employee attains age 65 (or the end of the calendar year in which the employee attains age 71, effective January 1, 2007, or any such other age required by Revenue Rules.)

Any calendar year in which the employee has 1700 or more compensated hours shall be counted a full calendar year. Where the employee's total hours compensated during a calendar year are less than 1700 hours, a proportionate credit shall be given to the nearest 1/10 of a year. For the calendar year 1950 no more than a year's credit will be given including credit for service prior to December 1, 1950.

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

(b) For the purpose of computing compensated hours under subsection (a) of this Section 2:

(1) An employee with seniority who is absent from work during any calendar year after 1970 because of layoff or while on a Company approved sick leave, shall be credited with 40 hours for each complete calendar week of such absence during such year in addition to any other hours credited provided that such employee shall have received pay from the Company during that year for at least 170 hours, and provided further, that if such layoff or sick leave continues after that year the employee shall be credited with 40 hours for each complete calendar week of absence after that year, not to exceed 1530 hours of credit for all such absence related to receipt of such pay from the Company in the first year. An employee who returns to work on or after October 1, 1979 and receives pay for a period of less than 170 hours and who thereafter returns to such layoff or sick leave, shall not be

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

An employee who (i) is at work on or after October 1, 1984; (ii) has 10 or more years of seniority at time of layoff commencing on or after October 1, 1984; (iii) while on such layoff has received the maximum of 1530 hours of credit for periods of absence due to layoff or Company approved sick leave in accordance with the preceding paragraph of this Section 2(b)(1); and (iv) continues thereafter to be absent due to such layoff shall be credited with 40 hours for each complete calendar week of absence due to such layoff up to a maximum of 1700 hours of credit.

(2) An employee who after December 1, 1950 shall be absent from work because of occupational injury or disease incurred in the course of such employee's employment with the Company, and on account of such absence receives Workers' Compensation while on a Company approved sick leave of absence, shall be credited with the number of hours that the employee would have been scheduled to work during such absence, except that with respect to the period commencing December 1, 1961, such an employee will be credited with 40 hours for each complete calendar week of such absence after December 1, 1961.

The period of absence which the Employee may count towards accrual of credited service shall not exceed the period for which the Employee is considered a seniority employee under the provisions of Paragraph 54(f) of the Master Agreement.

(3) An employee who is absent from work, due to maternity or parental, emergency, family, medical or other leave and where any legislation applicable to the employee requires that the employee continue to accrue benefits during

such leave, will be credited with 40 hours for each calendar week of such absence.

(c) Any salaried employee transferred to an hourly-rate job subsequent to December 1, 1950 who thereby becomes an employee covered by the Plan shall have credited to the nearest 1/10 year any credited service the employee had as of the date of such transfer under any retirement plan for salaried employees established by the Company.

(d) If an employee who retired or was retired under the Plan for reasons other than total and permanent disability or occupational disability is rehired prior to age 65, such employee shall cease to receive pension benefits. Credited service accrued at the date of earlier retirement will be combined with service under the Plan after the re-employment date to compute total credited service on subsequent retirement or other termination of employment.

(e) An employee who after December 1, 1950 was absent from work because the employee entered into active military service with the Special Service Force or in the Korean campaign, whose date of enlistment was on or prior to June 30, 1955, and whose seniority was reinstated upon reemployment with the Company shall be provided credited service on the basis of the number of hours that the employee would have been scheduled to work during such absence.

(f) Any employee hired on an hourly-rate job subsequent to December 1, 1950 by the Company, who has credited service under any Company retirement plan for salaried employees or who has lost credited service under any such plan, shall, upon making proper application, have such service credited to the nearest 1/10 year; provided that the employee acquires or acquired seniority following the loss of such credited service.

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

(1) on November 1, 1967 who was absent from work because of layoff during any calendar year after December 31, 1953 and before January 1, 1961, or

(2) on December 17, 1973 who was absent from work because of layoff during any calendar year after December 31, 1960 and before January 1, 1963, or

(3) on December 17, 1973 who was absent from work because of layoff during any calendar year after December 31, 1967 and before January 1, 1971, or

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

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

(6) on October 1, 2005 who was absent from work because of layoff during any calendar year after December 31, 1996 and before January 1, 2002,

shall be credited with 40 hours for each complete calendar week of such absence, not previously credited under this Section 2, during which the employee had seniority multiplied by a percentage as set forth in the following table:

Employee's Seniority on November 1, 1967 in the Case of (1) Above or December 17, 1973 in the Case of (2) and (3) Above or October 1, 1979 in the Case of (4) Above or October 1, 1984 in the Case of (5) Above or October 1, 2005 in the Case of (6) Above	
20 years or more	100
15 years but less than 20 years	75
10 years but less than 15 years	50
5 years but less than 10 years	25

provided that the employee makes proper application.

(h) If a former salaried employee who is entitled to a deferred retirement benefit under the Retirement Program for Salaried Employees of General Motors subsidiaries operating in Canada is reemployed by the Company and acquires seniority prior to the commencement of such deferred retirement

benefit, such employee shall, upon making proper application, have reinstated, in lieu of the deferred retirement benefit, the credited service lost at the time the employee became entitled to such deferred retirement benefit.

(i) In no event shall any employee be credited with more than 1700 hours, including compensated hours, in any calendar year. No employee shall be credited with any service after retirement. There shall be no duplication of credited service under the Plan. Not more than one year of credited service shall be credited to any employee in any calendar year.

Section 3. Limitation on Credited Service

(a) Notwithstanding anything to the contrary contained in this Article II, the credited service for any employee last hired on or after June 9, 2009 and before October 1, 2012 shall not exceed thirty (30) years. The total credited service for an employee last hired on or after June 9, 2009 and before October 1, 2012, who had previous service reinstated or recognized by the Plan shall not exceed thirty (30) years. The total credited service for an employee last hired on or after October 1, 2012, shall not exceed thirty (30) years or, if later, the credited service accrued when the employee attains age 55.

(b) Notwithstanding anything to the contrary contained in this Article II, the total periods of credited service after December 31, 1990 during which the employee is not receiving remuneration from the Company, or during which the employee is paid at less than the employee's regular Base Hourly Rate, and for which the employee accrues credited service on a current service basis as though paid at the regular Base Hourly Rate, excluding those periods during which the employee suffers a physical or mental impairment, as certified in writing by a qualified medical doctor, that prevents the employee from performing the duties of employment in which the employee was engaged before the commencement of the impairment, shall not exceed the sum of:

(1) the full time equivalent of five years; and

(2) the total periods of leave of absence during which the employee qualifies as a "loaned employee" under Revenue Rules; and

(3) the periods of parenting, as defined in Revenue Rules, subject to a maximum of 36 months of such periods of parenting and a maximum of 12 months for any one period of parenting.

Section 4. Loss of Credited Service

After December 1, 1950 an employee will lose all credited service for purposes of this Plan:

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

Section 5. Reinstatement of Credited Service

(a) Any employee with seniority on or after October 1, 2012 who breaks or has broken seniority on or after December 1, 1950 and thereby loses or has lost credited service under Section 4 of this Article II and then is or was later reemployed by the Company shall, upon making proper application, have such credited service reinstated provided the employee subsequently acquires or acquired seniority.

(b) An employee who elected to transfer the commuted value of the employee's pension pursuant to Article V, Section 2(c)(3) and who later is re-employed by the Company shall have such credited service reinstated but for the limited purpose of determining the employee's eligibility for pension benefits.

(c) Any employee retired under the total and permanent disability or occupational disability provisions of this Plan who subsequently has seniority reinstated, will have credited service at the time of disability retirement reinstated.

Section 6. Service With General Motors Corporation or a Foreign Subsidiary

An employee with seniority on or after October 1, 2012 whose employment as an hourly or salaried employee with General Motors Corporation or a directly or indirectly wholly-owned or substantially wholly-owned foreign subsidiary of General

Motors Corporation has been terminated other than by retirement, shall be granted credited service under this Plan for any periods of active service with the Corporation or its foreign subsidiary or, if greater, the amount of service credited to such employee under any pension or retirement plan of the Corporation or its foreign subsidiary at the time of termination, provided such service was prior to the employee's most recent period of active service credited under this Plan.

Any monthly benefits payable under this Plan to a retired employee in respect of credited service received under this Section 6 will be reduced by an amount equivalent to the total of any monthly benefits that could be payable to such employee under any retirement plan to which the Corporation or its foreign subsidiary has contributed, excluding, however, any such plan or any portion of any such plan providing retirement benefits purchased solely by voluntary employee contributions. Any survivor's benefits payable under this Plan to a survivor of such an employee shall be subject to similar reduction by monthly survivor's benefits payable under any plan to which the Corporation or its foreign subsidiary has contributed.

Effective October 1, 1993, if the monthly benefits of an employee payable under this Plan are subject to reduction under the preceding provisions of this paragraph in respect of a monthly benefit payable from a retirement plan to which the Corporation or its foreign subsidiary has contributed, and the employee arranges to transfer the commuted value of the entitlement out of such other retirement plan, then the monthly benefit of the employee payable under this Plan shall be reduced by the amount of the monthly benefits that would have been payable under such other retirement plan but for such transfer.

With respect to this Section, eligible foreign service is service with foreign affiliates or subsidiaries of the Company or of General Motors Corporation or Foreign Business Entities in which General Motors has a substantial ownership interest where there is a reciprocal agreement with the foreign employer. In the absence of a reciprocal agreement, eligible foreign service for periods prior to October 1, 2005 is restricted to short periods of service with the foreign employer (normally three years or less) inside or outside Canada as set forth in Section 8, Eligible Service, of Information Circular 72-13R8 dated December 16, 1988, issued by the Department

of National Revenue, Taxation. Eligible foreign service for periods after September 30, 2005 is limited to periods of employment with the Company outside Canada or, if the employee is employed by a foreign affiliate or subsidiary of the Company or of General Motors Corporation or Foreign Business Entities in which General Motors has a substantial ownership interest, a period of service not exceeding 5 years which follows a period when the employee was resident in Canada while accruing credited service. If an employee subsequently returns to employment in Canada with the Company for at least twelve months then the 5 year limit applies to any subsequent employment outside Canada as if the employee had not previously been employed outside Canada.

Section 7. Absence Due to Pregnancy Prior to 1968

An employee with seniority on or after October 1, 1987 who was absent from work while on approved sick leave because of pregnancy on or after December 1, 1950 and before January 1, 1968, shall be credited with .3 year of credited service for any such absence during which she had seniority provided that the employee makes proper application.

Section 8. Treatment of Rehires/Transfers/Reinstatements

An employee who is re-employed by the Company in accordance with Section 2(h) of Article II shall be treated as an employee who is last hired on or after October 1, 2012 for purposes of determining benefits under Section 2(a)(3) and 4 of Article I, Section 3 of Article II, Section 2 of Article III, Section 2 of Article V, establishing benefit class codes under Appendix A, and participating under Appendix M.

An employee who:

(a) transfers to an hourly-rate job on or after October 1, 2012 in accordance with Section 2(c) of Article II,

(b) is rehired prior to age 65 in accordance with Section 2(d) of Article II;

(c) recovers from disability and returns to work in accordance with Section 3(d) of Article I and Section 5 of

Article II, or who otherwise has credited service reinstated under Section 5 of Article II;

(d) is re-employed by the Company and whose credited service is reinstated in accordance with Section 2(e) of Article V; or

(e) is reinstated and whose full seniority has been restored through the grievance procedure as described in the Letter of Agreement under Section VIII "Grievance Procedure," shall not be treated as an employee who is last hired on or after October 1, 2012 for these purposes.

ARTICLE III

FINANCING

Section 1. Trust Fund

(a) The Company shall execute a Trust Agreement with a trustee or trustees selected by the Company to manage and operate the Pension Fund and to receive, hold and disburse such contributions, interest and other income as may be necessary to pay such of the pensions and special allowances or portions thereof under this Plan as are not provided for by an insured fund or by Government annuities. The Company may establish an insured fund with such insurance company or companies as it may select for the payment of such of the pensions and special allowances or portions thereof under this Plan as are not provided for in a trustee fund.

(b) The Company will determine the form and terms of any such Trust Agreement; may modify any such Trust Agreement from time to time to accomplish the purposes of this Plan; may remove any trustee, and select any successor trustee; and select and change insurance companies and with the agreement of the insurance company or companies, make such changes in the insurance contract from time to time, to accomplish the purposes of this Plan.

(c) The pension benefits and special allowances of the Plan shall be only such as can be provided by the assets of the pension fund or by any insured fund, and there shall be no liability or obligation on the part of the Company to make any further contributions to the trustee or insurance company in event of termination of the Plan. The officers, directors or shareholders of the Company shall not be liable for the payment of pension benefits or special allowances under the Plan. No liability for the payment of pension benefits or special allowances under the Plan shall be imposed upon the Company, except as otherwise may be required by The Pension Benefits Act of Ontario and Regulations issued thereunder.

Section 2. Contributions

(a) The Company, subject to Article VII, Section 1, shall make such contributions to the trustee or pay such premiums under any insured contract for the purposes of providing

pensions and special allowances under the Plan as shall be recommended by a Qualified Actuary (effective October 1, 1993) as required under accepted actuarial principles to maintain the Plan and pension or insured fund in a sound condition and shall pay for expenses incident to the operation and management of the Plan. Such contributions shall be made or such premiums shall be paid as required under The Pension Benefits Act of the Province of Ontario and Regulations issued thereunder, and within the period or periods of years prescribed under such Act and Regulations.

(b) The Company may charge to the fund certain expenses necessary for the proper administration of the Plan as follows:

(1) fees for trustee, actuarial, investment management and cheque writing services, and systems and programming services; and

(2) the direct cost of benefit administration performed by the Company for the Canadian Hourly-Rate Employees Pension Plan.

(c) No employee last hired prior to June 9, 2009 shall be required to make any contributions to the Plan. Effective January 1, 2010, employees hired on or after June 9, 2009 and prior to October 1, 2012 shall be required to contribute one dollar (\$1.00) for each hour compensated by the Company, up to a maximum of 1700 hours in a calendar year, to the Plan. Each hour of compensation will require a one dollar (\$1.00) contribution even though the employee may receive more than straight-time pay for that hour. Each employee hired on or after October 1, 2012 shall be required to contribute to the Plan for each hour compensated by the Company, up to a maximum of 2080 hours in a calendar year, at the rate set forth in the following table:

<u>Benefit Class Code</u>	<u>Contribution Per Hour</u>
<u>A</u>	<u>\$0.50</u>
<u>B</u>	<u>\$0.50</u>
<u>C</u>	<u>\$0.50</u>
<u>D</u>	<u>\$0.60</u>

* Each hour of compensation will require the same contribution even though the employee may receive more than straight-time pay for that hour.

At the time an employee separates, the total value of the employee's contributions to the Plan together with Credited Interest thereon shall be determined. To the extent that such total value exceeds 50% of the commuted value of the employee's pension, such contributions shall be deemed to be excess contributions and shall be paid to the employee or the employee's spouse, beneficiary or estate, whoever is entitled to receive a benefit arising from the employee's participation in the Plan, in the form of a lump sum payment, or an employee or spouse entitled to receive the excess contributions may elect to transfer them to:

- (1) a registered retirement savings plan;
- (2) the pension fund of another registered pension plan, if the administrator of that plan will accept the transfer;
- (3) an insurance company for the purchase of a life annuity, or
- (4) a retirement savings arrangement as otherwise prescribed by Applicable Pension Laws;

to the extent permitted under the Revenue Rules.

(d) The Company shall have no right, title or interest in the contributions made by it to the trustee and no part of the pension or insured fund shall revert to the Company except that after satisfaction of all liabilities of the Plan as set forth in Article VII any excess remaining that otherwise would create benefits in excess of the maximum pension allowed by law may revert to the Company.

ARTICLE IV

ADMINISTRATION

Section 1.

The general administration of the Plan shall be vested exclusively in the Company.

Section 2.

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

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

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

Section 3.

Each employee shall be furnished a written explanation of the terms and conditions of the Plan as they apply to the employee and of the rights and duties with reference to the benefits available to the employee thereunder.

Section 4.

(a) Subject to Applicable Pension Laws and pursuant to a written agreement, decree, order or judgment of a competent tribunal, a benefit payable under the Plan may be subject to execution, seizure or attachment in satisfaction of an order for support or maintenance or may be assigned to satisfy a division of matrimonial property.

(b) The determination of the benefit payable to a person under subsection (a) and the employee's remaining benefit entitlements shall be subject to Applicable Pension Laws and Revenue Rules.

(c) The employee's benefit entitlement shall be reduced to account for the value of any settlement made under subsection (a). Such reduction shall be determined in accordance with Applicable Pension Laws and Revenue Rules.

Section 5.

The Company shall permit an employee, or such other person as is required to be permitted under Applicable Pension Laws, to inspect or make extracts from the Plan text and any other documents required to be made available under Applicable Pension Laws, at such time and places as may be required under Applicable Pension Laws.

Section 6.

If the amount of the annual pension, calculated as a benefit payable at normal retirement date, plus the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M is less than 4 percent (4%) of the YMPE in the year of termination of employment, or if the commuted value of the annual pension, calculated as a benefit payable at normal retirement date plus the balance of the employee's defined contribution account under Appendix M is less than 20 percent (20%) of the YMPE in the year of termination of employment, then the employee will receive the lump sum Actuarial Equivalent of the pension plus the balance of the defined contribution account in lieu of any other payment. Such lump sum shall be paid in cash, subject to income tax withholding or the employee may direct payment of the lump sum into a registered retirement savings plan.

If, following the death of an employee, the amount of the annual survivor benefit payable to a spouse under Section 7(f) of Article I, or the surviving spouse benefit payable under Section 7 (h) or (i), plus in either case the amount of annual amount of pension that could be provided by the employee's defined contribution account under Appendix M, is less than 4 percent (4%) of the YMPE in the year of the employee's death, or if the commuted value of the spousal benefit plus the balance of the employee's defined contribution account is less than 20 percent (20%) of the YMPE in the year of death, then the spouse may elect to receive the lump sum Actuarial Equivalent of the pension plus the balance of the defined contribution account in lieu of any other payment. Such lump

sum shall be paid in cash, subject to income tax withholding or the spouse may direct payment of the lump sum into a registered retirement savings plan.

Section 7.

The fiscal year of the Plan shall end on November 30, 2012, the next fiscal year shall end on December 31, 2012 and each subsequent fiscal year shall end on December 31 of that year.

ARTICLE V

PENSION BENEFITS AND

SPECIAL ALLOWANCES

Section 1. Pension and Special Allowance Payments

(a) (1) Pensions and special allowances shall be paid monthly.

(2) Until the Plan is approved by the Shareholders, the benefits payable shall be only those determined by the Plan as constituted prior to October 1, 2012 and upon approval by the Shareholders any excess of the amounts of pension and special allowance, payable under the terms of this Plan, falling due for months commencing on or after October 1, 2012 over the amounts of pension and special allowance actually paid or payable for such months shall become payable on or as of the first of the month following the date upon which the Plan is approved by the Shareholders.

(3) The first monthly payment of an employee's pension other than for total and permanent disability or occupational disability shall be on the first day of the month following the month in which the employee actually retires. Thereafter, the pension shall be payable monthly if the employee is eligible to receive the same, but in no event will a pension be payable after the date of the employee's death.

(4) Total and permanent or occupational disability pensions shall be payable monthly during the continuance of such total and permanent or occupational disability and while the pensioner otherwise remains eligible for such benefits. Such benefits shall begin the later of:

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

(ii) the first day of the month which includes the date the employee has been continuously and totally disabled for a period of 5 months. Successive periods of absence due to the same disability as that upon which claim for total and permanent disability or occupational disability pension is based and aggregating at least five months will be considered

the same as one continuous absence provided that the aggregate will not include any such absence which precedes the last day at work by more than one year, or

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

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

These subsections (iii) and (iv) shall not be applicable (a) if the employee dies prior to such date, or (b) where Extended Disability Benefits under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees are less than the benefits payable under this Plan.

(5) A special allowance for an employee shall be payable in the manner provided in Section 9 of Article I.

(6) Pension and special allowance payments shall not be payable with respect to any period for which weekly sickness and accident benefits are payable to the employee under any plan to which the Company has contributed (not including any Extended Disability Benefits provided under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees for disabilities commencing prior to January 1, 1974). If such sickness and accident benefits during any month are payable for a period of less than 4 1/3 weeks the sum of the monthly pension benefit and special allowance payable for that month shall be reduced by the percentage which such period of sickness and accident benefits is of 4 1/3 weeks.

(b) Any monthly pension benefit and special allowance which may be payable under this Plan shall be reduced by the amount of any Extended Disability Benefits which may be payable for the same month under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees, provided, however, that such deduction shall not apply to disabilities commencing after December 31, 1973.

(c) In determining the monthly benefits payable under this Plan, a deduction shall be made unless prohibited by law,

equivalent to all or any part of Workers' Compensation payable to such employee by reason of any law of Canada, or any political subdivision thereof, which has been or shall be enacted, provided that such deductions shall be to the extent that such Workers' Compensation has been provided by premiums, taxes or other payments paid by or at the expense of the Company, except that no deduction shall be made for the following:

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

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

(d) A pensioner who is reemployed by the Company after age 65 shall continue to receive, during such reemployment, any monthly pension benefits to which the pensioner might otherwise be entitled. The pensioner shall not accrue any additional credited service as a result of such employment and the monthly pension benefits of such pensioner shall not be adjusted in any way with regard to such employment upon subsequent cessation of active service. This subsection (d) is not applicable to a disability pensioner who recovers and returns to work, provision for whom is made in Article I, Section 3(d) and Article II, Section 5(c).

(e) In the event that it shall be found that any pensioner or surviving spouse to whom a pension or survivor benefit is payable is unable to care for the affairs of such pensioner or surviving spouse because of illness or accident any monthly pension payment and special allowance or survivor benefit due (unless prior claim therefor shall have been made by a duly qualified guardian or other legal representative) may be paid to the spouse, parent, brother, sister or other person or party (including private or public institutions) deemed by the Company to have incurred expense for such pensioner otherwise entitled to payment. Any such payment shall be a payment for the account of the pensioner and shall be a complete discharge of any liability of the Plan therefore.

(f) No heirs or personal representatives of a deceased pensioner shall have any claim to a pension or special allowance payable to such pensioner except such as is payable on or before the date of death.

Section 2. Retention of Deferred Pension If Separated

(a) Any employee who loses accumulated credited service under the provisions of Article II, Section 4 shall be eligible for a deferred pension if such employee has not attained age 55 and is not retired and eligible for pension benefits pursuant to Article I.

(b) The monthly amount of such deferred pension for an employee hired before October 1, 2012 and breaking seniority on or after October 1, 2012 shall be a basic benefit for each year of credited service that the employee had when the employee broke seniority, determined by the applicable Benefit Class Code when the employee broke seniority as set forth in the table immediately following:

Date Seniority Broke	Benefit Class Code	Basic Benefit Rate
<u>October 1, 2012</u>	A	\$ 68.00
	B	68.25
	C	68.50
	D	81.00

The monthly amount of such deferred pension for an employee hired on or after October 1, 2012 and breaking seniority on or after October 1, 2012 shall be a basic benefit for the years of credited service that the employee had when the employee broke seniority, determined by the employee's Benefit Class Code and the employee's seniority when the credited service was accrued , as set forth in the table immediately following:

<u>Date Seniority Broke</u>	<u>Benefit Class Code</u>	<u>Basic Benefit Rate For Each Year of Credited Service Accrued During</u>	
		<u>First 10 Years of Seniority</u>	<u>11 Years of Seniority and After</u>
		<u>\$</u>	<u>\$</u>
<u>On or After October 1, 2012</u>	<u>A</u>	<u>25.50</u>	<u>34.00</u>
	<u>B</u>	<u>25.59</u>	<u>34.13</u>
	<u>C</u>	<u>25.69</u>	<u>34.25</u>
	<u>D</u>	<u>30.38</u>	<u>40.50</u>

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

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

(2) a monthly pension commencing after age 55 and prior to age 65 determined in accordance with subsection (b) of this Section 2, such pension being reduced as provided in Section 4(a)(2) of Article I at the date the deferred pension commences, or

(3) a transfer of the commuted value of the deferred pension to:

(i) the pension fund of another registered pension plan, if the administrator of the plan agrees to accept the transfer; or

(ii) an insurance company for the purchase of a life annuity that will not commence prior to age 55 or later than the end of the calendar year in which the former employee attains age 71, effective January 1, 2007, or any such other age required under Revenue Rules; or

(iii) a retirement savings arrangement as otherwise prescribed by Applicable Pension Laws and Revenue Rules.

Notwithstanding anything to the contrary contained herein, the amount transferred pursuant to this subsection may not exceed the maximum amount specified by Revenue Rules in the Income Tax Act of Canada. Any portion of the commuted value that exceeds such maximum shall be paid to the employee in a lump sum.

(d) The deferred pension shall be payable commencing the later of the first day of the month following the month (i) in which such employee attains age 55, or (ii) during which the Company receives a written request from such former employee; provided that such written request shall be valid and effective only if it is filed with the Company not earlier than 90 days prior to the employee's 55th birthday and not later than the employee's 69th birthday (effective January 1, 2007 the end of the calendar year in which the employee attains age 71, or such other age as required by Revenue Rules), except that the requirement to file such written request not later than the 69th birthday (effective January 1, 2007 the end of the calendar year in which the employee attains age 71, or such other age as required by Revenue Rules), shall not apply to any deferred pension related to credited service accrued subsequent to December 31, 1964, if any, and if a former employee files such written request later than the employee's 69th birthday (effective January 1, 2007 the end of the calendar year in which the employee attains age 71, or such other age as required by Revenue Rules), only credited service accrued subsequent to December 31, 1964 shall be used in calculating the monthly amount of such deferred pension. If a former employee files such written request later than the employee's 65th birthday, the Company shall make a retroactive payment of deferred pension benefits, based on credited service accrued subsequent to December 31, 1964, for each month after the month in which the former employee attained age 65 up to and including the month in which the Company receives such written request from such former employee.

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

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

(i) is reemployed by, and works for, the Company within 36 months of the date credited service was lost under Article II, Section 4, and

(ii) becomes disabled while employed by the Company prior to acquiring 5 months of seniority, and such disability is continuous for a period of 5 months during which the employee makes proper application and submits medical evidence satisfactory to the Company, referenced in Section 3(b) and (c) of Article I, from a medical doctor licensed to practice in a province of Canada that the employee is totally and permanently disabled or occupationally disabled, as applicable, as set forth in Section 3 of Article I, the employee will be deemed eligible for a disability pension under Section 3 of Article I, and such pension will be payable pursuant to Section 1 of Article V, as though the employee had been an employee with seniority throughout such disability period.

(f) A former employee who is eligible for a deferred pension has not applied by the 90th day prior to the date of attaining age 55, a notice will be sent to the former employee's last known address informing the former employee of the right to apply for a deferred pension.

Section 3. Non-Alienation of Benefits

The pension fund shall not in any manner be liable for or subject to the debts or liability of any employee, separated employee, retired employee, pensioner or surviving spouse. No right, benefit, pension or special allowance at any time under the Plan shall be subject in any manner to alienation, sale, transfer, assignment, pledge, encumbrances, charge, anticipation or surrender of any kind nor may such right, benefit, pension or special allowance be given as security of any kind. If any person shall attempt to, or shall, alienate, sell, transfer, assign, pledge, charge, anticipate, surrender, give as security or otherwise encumber that person's accrued rights, benefits, pensions or special allowances under the Plan or any part thereof, or if by reason of bankruptcy or other event happening at any time such benefits would otherwise be received or enjoyed by anyone else, the Company in its

discretion may terminate the interest of such employee, pensioner or surviving spouse in any such benefit and instruct the trustee to hold or apply it to or for the benefit of such employee, pensioner or surviving spouse, his or her spouse, children or other dependents, or any of them as the Company may instruct; provided, however, that any pensioner, or surviving spouse, entitled to a monthly benefit under the Plan:

(a) who elects Health Care coverage made available under the ASR Health Care Trust for Hourly-Rate Employees may, insofar as it is consistent with the regulations governing the plans providing such coverage, participate in such coverage and have deducted from the monthly pension and any special allowance, if the monthly pension shall be insufficient, pursuant to written authorization and direction acceptable to the Company, the required contributions for such coverage.

(b) who elects optional or dependent group life insurance coverage made available under the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees may have deducted from the monthly pension, pursuant to written authorization and direction, acceptable to the Company, the required contribution for such coverage.

Notwithstanding anything in this Plan, however, any pensioner or former employee entitled to receive a basic pension, supplementary pension or special allowance may authorize in writing that any outstanding overpayment received under any Company benefit plan or program be repaid to such respective plan or program by withholding not less than forty dollars (\$40.00) but in no event more than 10% of the monthly benefit until such overpayment is recovered.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 1. No Enlargement of Employment Rights

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

Section 2. The Financial Services Commission of Ontario and Minister of National Revenue Approvals

This Plan as amended is contingent upon and subject to obtaining and retaining the approval of The Financial Services Commission of Ontario for registration of the Plan under Applicable Pension Laws and the approval of the Minister of National Revenue for registration of the Plan under Revenue Rules in order to establish the deductibility for income tax purposes of any and all contributions made by the Company and the tax exempt status of any income earned in the pension trust. Any modification or amendment of the Plan may be made retroactively, if necessary or appropriate, to qualify or maintain the Plan as a plan and trust meeting the requirements of the Applicable Pension Laws and Revenue Rules, as now in effect or hereafter amended or adopted.

Section 3. Company Directors and Shareholders Approval

Continuation of the Plan as amended in 2012 is contingent upon obtaining the approval of the Company's Board of Directors and Shareholders, not later than April 1, 2013.

ARTICLE VII

AMENDMENT AND TERMINATION

Section 1. Amendment

The Company reserves and shall have the right at any time and from time to time by action of its Board of Directors to modify or amend in whole or in part any or all of the provisions of the Plan, provided however that, except as may be required by The Financial Services Commission of Ontario or by the Minister of National Revenue for the purpose of meeting the conditions for qualification and tax deduction under applicable tax laws, no modification or amendment of any of the provisions of the Plan or its operation may be made if, by reason of such modification or amendment, any employee or pensioner would be deprived without his or her consent of the benefits then accrued in respect of such employee or pensioner to which, apart from such modification or amendment, the employee or pensioner would be entitled under the Plan. None of the assets of the Trust Fund shall by reason of any such modification or amendment be used for or diverted to any purpose other than for the exclusive benefit of employees, separated employees or pensioners. No such modification or amendment shall be such as to cause the main purpose of the Plan to be other than the provisions of pensions or retirement benefits.

No such amendment or modification shall operate to recapture for the Company any contributions previously made to the trustee or insurance company under the Plan.

Section 2. Termination of Plan

If the Company terminates the Plan in whole or in part, all employees affected by such partial or complete termination of the Plan shall be immediately and unconditionally vested in their benefits accrued for credited service to the date of such termination. Any Company contributions made after such termination for the benefit of the employees affected by such termination for the duration of any collective bargaining agreement shall be segregated by the trustee as a separate fund or funds for disposition on behalf of such employees as hereinafter provided. In addition, trust fund assets otherwise held by the trustee shall be allocated for such employees, including any balance in the fund attributable to the special

allowances and subject to provision for expenses of administration or liquidation.

Provided that such allocation is approved by the Financial Services Commission of Ontario and/or any other government authority having jurisdiction over the Plan before any payments are made, the allocated assets shall be used for the following pension purposes and in the following manner and order to the extent of the sufficiency of such assets:

(a) to provide the monthly basic pensions for life to all persons who are receiving pensions at the date of termination without allowance for future increases in the basic rates;

(b) to provide an immediate or deferred life annuity equal to the accrued monthly basic benefits without allowance for future increases in the basic rates for each employee or former employee entitled to a deferred vested pension whose combined years of age and years of credited service, each calculated to the number of completed months, is at least 55 years;

(c) to provide deferred life annuities equal to the accrued monthly basic benefits without allowance for future increases in the basic rates to all other persons entitled to deferred vested pensions;

(d) to provide immediate temporary monthly supplementary pensions without allowance for future increases in such supplements to all retirees currently receiving such payments;

(e) to provide deferred temporary monthly supplementary pensions without allowance for future increases in such supplements to each active employee who has completed at least 10 years of credited service at date of termination and whose combined years of credited service and age, each calculated to the number of completed months, is at least 55 years;

(f) to provide special allowances to all current retirees receiving special allowances at the date of plan termination without allowance for future increases in such special allowances;

(g) to provide special allowances to all active employees who have completed 30 years of credited service at the date of plan termination without allowance for future increases in such special allowances;

(h) to provide for future increases in the amounts payable under the foregoing categories in the same order of priority to the extent such increases are already provided for under the Plan.

Anything in the Plan to the contrary notwithstanding, it shall be impossible at any time prior to the satisfaction of all liabilities with respect to employees under the Plan for any part of the corpus or income of the Pension Fund to be used for, or diverted to, purposes other than the exclusive benefit of employees. The portion of any excess remaining after the satisfaction of these liabilities that otherwise would create benefits in excess of the maximum pension allowed under Paragraph 9(g) of Information Circular 72-13R8, dated December 16, 1988 issued by the Department of National Revenue, Taxation shall be returned to the Company.

If the funds remaining for any category are not sufficient to provide full benefits within such category, the funds available for such category shall be allocated among the members of such category in the same proportion that the actuarial value of the benefits for each member of the category bears to the total actuarial value for all benefits for all members within such category.

The allocation of the amounts for basic pension shall be based on immediate or deferred life annuity values including an allowance for a joint and survivor option if such an option is in effect or the member has a spouse at the date of plan termination.

The allocation of the amounts for supplementary pensions and special allowances shall be based on immediate or deferred temporary life annuity values without death benefits.

The allocation referred to in this Section 2 when determined by the actuary and trustee, may be implemented through the continuance of the existing trust fund or through a new trust instrument for that purpose or through the purchase by the trustee of insurance company annuity contracts or by Government annuities or by the transfer of the commuted

value of the benefits to any of the vehicles listed in subparagraphs (i) to (iv) of Section 2(c)(3) of Article V or by a combination of these media. If subject to the requirements of the Revenue Rules and The Pension Benefits Act of Ontario, the allocations produce a pension less than the amount prescribed under the Applicable Pension Laws for any person, the trustee may pay in lieu of a pension or a locked-in transfer under Section 2(c)(3) of Article V, a lump sum of equivalent actuarial value.

ARTICLE VIII

DEFINITIONS

1. Employee

(a) Any person regularly employed by the Company in Canada on an hourly-rate basis, including:

(1) hourly-rate persons employed on a full-time basis, excluding those employees hired as Supplemental Workforce Employees (SWE) under the terms of a Local Agreement;

(2) General Motors Institute students and students from other educational institutions who are enrolled in cooperative training courses on hourly rate;

(3) part-time hourly-rate employees who, on a regular and continuing basis, perform jobs having definitely established working hours, but the complete performance of which requires fewer hours of work than the regular work week, provided the employee works a minimum of 700 hours, or has earnings equaling at least 35 percent of the YMPE in each of two consecutive calendar years.

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

(1) temporary employees

(2) employees represented by a labour organization which has not signed an agreement making this Plan applicable to such employees.

2. Effective Date of Plan and Amendments

(Plan) December 1, 1950

(1st Amendments) March 1, 1956

(2nd Amendments) November 1, 1958

(3rd Amendments) November 1, 1961

(4th Amendments) November 1, 1964

(5th Amendments) November 1, 1967

(6th Amendments) September 1, 1970

(7th Amendments) September 1, 1973

(8th Amendments) September 1, 1976

(9th Amendments) September 1, 1979

(10th Amendments) September 1, 1982

(11th Amendments) September 1, 1984
(12th Amendments) September 1, 1987
(13th Amendments) September 1, 1993
(14th Amendments) September 1, 1999
(15th Amendments) September 1, 2005
(16th Amendments) October 1, 2008/October 1, 2009
(17th Amendments) Not later than April 1, 2013

3. Trustee or Insurance Company

The trust or insurance company or companies or any combination thereof designated by a trust agreement or contract as provided in the Plan.

4. Seniority

Seniority means the period following the most recent date of hire by the Company and subsequent to which there has been no loss of credited service (as loss of credited service is defined in the Plan), or if the employee is represented under a collective bargaining agreement seniority will be as defined in such agreement.

5. Trust Fund; Pension Fund; Insured Fund

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

6. Company

A particular directly or indirectly owned Canadian subsidiary company of General Motors Corporation which has adopted the Plan.

7. Credited Service

The sum of the number of years, or fractions thereof, of service prior to December 1, 1950 credited pursuant to Section 1 of Article II; plus the number of years, or fractions thereof, of service subsequent to December 1, 1950 credited pursuant to Section 2 of Article II.

8. Statutory Benefit

The term "statutory benefit" as used in this Plan shall mean any disability benefit which an employee or pensioner is entitled to receive under the Canada Pension Plan or Quebec Pension Plan, determined on the basis of the amount of such benefit as of the date of retirement.

For the purpose of this Plan, the amount of such statutory benefit shall be the amount that such employee or pensioner shall be eligible to receive even though the employee or pensioner either does not apply for or loses part or all of such statutory benefit through delay in applying for such benefit, by earnings while eligible for such benefit, or otherwise.

9. Estimated Statutory Benefit

The term "estimated statutory benefit" shall mean the maximum amount of Canada or Quebec Pension Plan disability benefit payable as if the employee had been in full time active employment with the Company from January 1, 1966 to the date of retirement.

10. Beneficiary

"Beneficiary" shall mean a person who has been designated by an employee or former employee to receive pre-retirement death benefits, if at the time of death the employee or former employee:

- (1) does not have a spouse, or
- (2) was living separate and apart from the spouse, or
- (3) with the spouse, had jointly waived the spouse's entitlement to a survivor benefit.

11. Basic Benefit

The term "Basic Benefit" shall mean the monthly benefit payable under the Plan for the lifetime of a retired or separated employee after age 65, including a benefit reduced by a percentage because of early retirement. The term "basic benefit" shall not include any supplementary pension benefit or special allowance payable under the Plan.

12. Spouse

The term "spouse" shall mean the person to whom the Employee is legally married if not living separate and apart; or means a person of the opposite sex, or effective October 19, 1999 a person of the same sex, who is, and who has been living with the employee in a conjugal relationship: (1) for an immediately preceding continuous period of at least one year, or (2) of some permanence, if they are the natural or adoptive parents of a child, both as defined in the Family Law Act.

In the absence of actual notice to the contrary, the Company shall make payment in accordance with information provided by the employee. If there is a dispute as to whether a person is a spouse, or where two or more persons make adverse claims in respect of a benefit, or where a person makes a claim that is inconsistent with information provided by the employee, the Company may require the person(s) to obtain a court direction or may seek an interpleader order.

13. Revenue Rules

The term "Revenue Rules" shall mean the provisions of the Income Tax Act (Canada), and any regulation or rule made thereunder, pertaining to pension plans or funds registered under the Income Tax Act (Canada), as they are applicable to the Plan.

14. YMPE

"YMPE" shall mean the Year's Maximum Pensionable Earnings established each year under the Canada Pension Plan as may be amended from time to time or under any superseding legislation.

15. Best Average Earnings

The term "Best Average Earnings" shall mean the highest average compensation, including all forms of cash remuneration, received from the Company, indexed to the year of benefit commencement, as defined under Revenue Rules.

16. Applicable Pension Laws

"Applicable Pension Laws" shall mean the Pension Benefits Act of Ontario and any regulation pursuant thereto and any amendments or substitutes therefor, as well as any similar

statute applicable in a particular circumstance and any regulation pursuant thereto adopted by the federal or any provincial government.

17. Actuarial Equivalent

The term "Actuarial(ly) Equivalent" shall mean a benefit of equivalent value but of different form of payment to a specified benefit, as determined on a basis of calculation pursuant to the advice of the Qualified Actuary, in accordance with Applicable Pension Laws and Revenue Rules and in effect on the date such determination is being made.

18. Qualified Actuary

The term "Qualified Actuary" shall mean an independent individual actuary who is a Fellow of the Canadian Institute of Actuaries or a firm of independent actuaries at least one of whose members is so qualified, retained by the Company for the purpose of providing the actuarial services required under the Plan and this Agreement.

19. Normal Retirement Date

The term "Normal Retirement Date" means the date when the employee reaches age 65, and normal retirement age has a corresponding meaning.

20. Credited Interest

The term "Credited Interest" shall mean interest compounded annually from the first day of the month following the month in which the required contributions were made to the date of computation at a rate equal to the average of the month-end yields reported for CANSIM series V 122515 for the preceding calendar year.

APPENDIX A

**CANADIAN
HOURLY-RATE EMPLOYEES
PENSION PLAN**

A Benefit Class Code for the sole purpose of this Plan is hereby established for each employee hired before October 1, 2012 and each job classification in effect on September 20, 2012, on the basis of the maximum base hourly rate applicable to the job classification on that date, as follows:

	For Job Classifications Having a Maximum Base Hourly Rate of	Benefit Class Code
<u>September 20, 2012</u>	Less than \$33.90 \$33.90 but less than \$34.15 \$34.15 but less than \$35.87 \$35.87 and over	A B C D

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

(2) The Benefit Class Code to be established for any new job classification put into effect after September 20, 2012 shall be whichever Benefit Class Code is applicable to other job classifications having the same maximum base hourly rate on the date that such new job classification is put into effect. With respect to a job classification that was obsolete as of September 20, 2012 a hypothetical maximum base hourly rate applicable thereto shall be determined by increasing the maximum base hourly rate for that job classification at the time of its discontinuance to the extent necessary so as to give effect to general wage increases (including cost-of-living allowance transfers) that have occurred since such discontinuance, and the Benefit Class Code for such classification so derived shall be whichever Benefit Class Code herein is applicable to other job classifications having the same maximum base hourly rate on that date.

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

(4) A Benefit Class Code for the sole purpose of this Plan is hereby established for each employee hired on or after October 1, 2012 and for each job classification in effect on October 1, 2012, on the basis of the maximum base hourly rate applicable to the job classification on that date and the “grow-in wage ratio” applicable to the employee in the year, as follows:

<u>For Job Classifications Having a Maximum Base Hourly Rate of:*</u>	<u>Benefit Class Code</u>
<u>Less than GWR% x \$33.90</u>	<u>A</u>
<u>GWR% x \$33.90 but less than GWR% x \$34.15</u>	<u>B</u>
<u>GWR% x \$34.15 but less than GWR% x \$35.87</u>	<u>C</u>
<u>GWR% x \$35.87 and over</u>	<u>D</u>
<u>* based on % starting base in effect in Current Year</u>	

where the grow-in wage ratio (or “GWR”) is determined for an employee in a year based on the percentage of the starting base rate that the employee is paid at the beginning of the year determined from the table below:

<u>Year of Seniority</u>	<u>Grow-in Wage Ratio ("GWR")</u>
<u>1</u>	<u>60%</u>
<u>2</u>	<u>60%</u>
<u>3</u>	<u>60%</u>
<u>4</u>	<u>65%</u>
<u>5</u>	<u>70%</u>
<u>6</u>	<u>70%</u>
<u>7</u>	<u>75%</u>
<u>8</u>	<u>80%</u>
<u>9</u>	<u>85%</u>
<u>10</u>	<u>90%</u>
<u>11</u>	<u>100%</u>
<u>12+</u>	<u>Catch up to intervening changes in current base at annual increments up to 5% of starting base</u>

APPENDIX B

Standards for Application of Provisions Regarding Retirement at the Option of the Company or under Mutually Satisfactory Conditions

THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

Article I, Section 2(b) of The General Motors Canadian Hourly-Rate Employees Pension Plan provides that an employee may be retired early at the option of the Company or under mutually satisfactory conditions providing the employee is otherwise eligible. In either case, the following standards have been adopted by the Company as a guide in the application of these provisions.

Standards

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

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

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

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

(3) The employee's condition, based on medical evidence satisfactory to the Company, is such that, although able to perform the duties of his or her job efficiently and

satisfactorily, the employee would thereby be jeopardizing his or her health or that of fellow employees.

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

B. An employee who is laid off:

Retirement at age 55 or later at the option of the Company or under mutually satisfactory conditions will also be available to an employee who is laid off,

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

(ii) whose layoff appears to be permanent,

and in either case has not been offered suitable work by the Company in the same labour market area.

The monthly pension of an employee payable under this Section shall be based on the benefit amount that is assigned to the Benefit Class Code, as provided in Appendix A, at the date the employee's seniority ceased.

In the event that such former employee dies before attaining age 55, the former employee's surviving spouse will begin receiving surviving spouse benefits from the Plan commencing on the date the employee would have attained age 55. The benefit payable to the surviving spouse will be calculated as if the employee had retired on that date, pursuant to Section 2(b) of Article I, having made an election under Section 7(a) of Article I and died immediately thereafter.

If the commuted value of the surviving spouse benefit determined in this subsection is less than the commuted value of the deceased employee's vested Basic Benefit, the Plan will make a lump sum payment to the surviving spouse equal to the difference in commuted values.

APPENDIX C

PROVISIONS REGARDING EMPLOYEES INVOLVED IN THE SALE OF THE OSHAWA FABRICATION OPERATION AND THE WINDSOR TRIM OPERATION

THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

The provisions of this Appendix shall apply to each employee who was employed at the Oshawa Fabrication and Windsor Trim operations on the day prior to the Closing Date and who becomes an employee of the Purchaser as a result of such sale transaction (the "Transferred Employees"). This Appendix contains the special provisions which apply to such employees effective January 1, 1997. The regular provisions of the Plan shall apply to the Transferred Employees except to the extent that they are modified by this Appendix.

A. Definitions

"Agreement of Purchase and Sale" means the agreement between the Company and the Purchaser regarding the sale and purchase of the Oshawa Fabrication and Windsor Trim operations.

"Benefit Amount Credited Service" means the credited service determined pursuant to paragraph B below for purposes of determining the amount of any benefit under the Plan.

"Closing Date" means December 31, 1996.

"Eligibility Credited Service" means the credited service determined pursuant to paragraph B for purposes of determining eligibility for benefits under the Plan.

"Purchaser" means the Purchaser of the Oshawa Fabrication and Windsor Trim operations, or any successor purchaser.

“Purchaser’s Hourly-Rate Plan” means the Purchaser’s Canadian Hourly- Rate Employees Pension Plan.

“Transferred Employee” means an employee of the Company engaged at the Oshawa Fabrication or Windsor Trim operation who becomes an employee of the Purchaser as a result of the sale of the Oshawa Fabrication and Windsor Trim operations.

B. Recognition of Employment with the Purchaser for Eligibility

A Transferred Employee’s credited service under the Plan shall include the period of the Transferred Employee’s unbroken employment with the Purchaser after the Closing Date as if seniority was not broken by the transfer of employment to the Purchaser. Such credited service shall be called “Eligibility Credited Service” for purposes of this Appendix. Such credited service after the Closing Date shall count only for purposes of determining eligibility for benefits under the Plan. The Eligibility Credited Service of a Transferred Employee shall be broken when the Transferred Employee quits employment with the Purchaser, is discharged by the Purchaser, or when seniority with the Purchaser is broken for any other reason, except as provided by Paragraph E or F below.

The credited service of the Transferred Employee for purposes of determining the amount of any benefit under the Plan shall be equal to the credited service accrued under the Plan when employment was transferred to the Purchaser and such credited service shall be called “Benefit Amount Credited Service” for purposes of this Appendix.

C. Live Benefit Rates on Break in Service

The benefit entitlement of a Transferred Employee under the Plan shall be determined when the Transferred Employee is considered to break Eligibility Credited Service pursuant to paragraph B above and shall be determined under the relevant provisions of the Plan, depending on whether the break in Eligibility Credited Service results from retirement, termination prior to retirement or death. The monthly amount of the basic benefit (and supplementary pension and/or special allowance, if applicable) shall be calculated using the applicable benefit rates in effect under the terms of the Plan

when the Transferred Employee is considered to break Eligibility Credited Service and the Transferred Employee's Benefit Class Code shall be determined taking into account the base hourly rate of the Transferred Employee at that time, provided such Benefit Class Code is not inferior to the Transferred Employee's Benefit Class Code at Closing Date.

D. Co-ordination of Supplementary Pension and Special Allowance

A Transferred Employee who meets the requirements for a supplementary pension under Article I, Section 5 when they are considered to break Eligibility Credited Service is entitled to receive a supplementary pension under the Plan. The amount of such supplementary pension shall equal the applicable supplementary pension rate under Article I, Section 5 in effect at the time they are considered to break Eligibility Credited Service, multiplied by the sum of the Transferred Employee's Benefit Amount Credited Service and credited service under the Purchaser's Hourly-Rate Plan (not exceeding 30) and further multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Plan.

A Transferred Employee who meets the requirements for a special allowance under Article I, Section 9 when they are considered to break Eligibility Credited Service is entitled to receive a special allowance under the Plan. The amount of such special allowance shall be calculated using as a "Total Monthly Benefit Rate for Determining Monthly Special Allowance", the applicable amount under Article I, Section 9 in effect at the time they are considered to break Eligibility Credited Service, multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Plan.

E. Pre-10/99 Retirees

If a Transferred Employee terminates employment with the Purchaser prior to October 1, 1999, if the Transferred Employee would have been eligible to elect to retire under the Plan on the Closing Date and if the Transferred Employee elects to retire under the Plan at the time that the Transferred Employee terminates employment with the Purchaser then the

Plan will recognize the credited service accumulated under the Purchaser's Hourly-Rate Plan for purposes of determining the amount of any benefit payable under the Plan provided that the recognition of such credited service is conditional on a transfer of assets from the Purchaser's Hourly-Rate Plan to the Plan pursuant to the terms of the Agreement of Purchase and Sale.

F. Pre-10/99 Returnees

If a Transferred Employee is returned to employment with the Company prior to October 1, 1999 as permitted under the terms of the Agreement of Purchase and Sale then the Plan will recognize the credited service accumulated under the Purchaser's Hourly-Rate Plan for purposes of determining the amount of any benefit payable under the Plan provided that the recognition of such credited service is conditional on a transfer of assets from the Purchaser's Hourly-Rate Plan to the Plan pursuant to the terms of the Agreement of Purchase and Sale.

G. Discontinuance of Pension on Re-Employment

To the extent permitted by applicable law, if a former Transferred Employee who is receiving a monthly pension under the terms of the Plan is re-employed by either the Company or the Purchaser on a regular, contract or other basis then payment of the Transferred Employee's benefits under the Plan shall be suspended and remain discontinued until the former Transferred Employee subsequently ceases such period of re-employment.

APPENDIX D

MANITOBA EMPLOYEES

The provisions of this Appendix shall apply to any employee as defined in Article VIII, Section 1 (without the exclusion contained in Section 1(b)(2) of that definition) who is not represented by the Union and who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Pension Benefits Act, C.C.S.M., c.P32. The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

(1) Survivor Benefit

(a) Notwithstanding the provisions of Article I, Section 7(f), the survivor benefit payable to a spouse of a retired employee shall be equal to two-thirds of the reduced amount of such employee's monthly basic benefit as determined in (b) of this Section and, if the pension payable to the employee is subject to redetermination pursuant to Section 4(a)(1) of Article I, then the survivor benefit payable to the surviving spouse shall be based on the monthly basic benefit payable to such employee after redetermination.

(b) Notwithstanding the provisions of Article I, Section 7(e), the reduced amount of monthly basic benefit for an employee who is deemed to make the automatic election under Section 7(a) shall be actuarially equivalent (taking into account the amount of survivor benefit payable under paragraph (a) of this Section) to the amount of basic benefit that would be payable to the employee if the employee had no spouse.

(c) Prior to October 1, 1999, an employee may elect to have a 60% survivor benefit apply in lieu of the two-thirds survivor benefit under paragraph (a) of this Section if the employee has filed a written consent of the employee's spouse which meets the Applicable Pension Laws.

(d) A spouse who receives or is entitled to receive a division of an employee's pension benefit as a result of marital breakdown shall be deemed to have waived entitlement to a survivor benefit under Article I, Section 7(a).

(2) Form of Pre-Retirement Death Benefit

Notwithstanding the provisions of Article I, Section 7(h) and 7(i), a surviving spouse entitled to receive a death benefit under the provisions of those Sections may not receive the benefit in cash but shall receive such benefit as a monthly pension or the spouse may, subject to the Applicable Pension Laws, elect to transfer the value of such benefit to one of the alternatives set out in Article V, Section 2(c)(3).

APPENDIX E

PROVISIONS REGARDING EMPLOYEES AT THE LONDON DEFENSE OPERATIONS WHO TRANSFER TO GENERAL DYNAMICS

THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

Effective March 1, 2003, the Company sold its defense business in London, Ontario (the “London Defense Operations”) to General Dynamics Land System Inc. The provisions of this Appendix shall apply to each employee who was employed by the Company at the London Defense Operations and who became an employee of the Purchaser on October 1, 2003. This Appendix contains the special provisions which apply to the Transferred Employees effective as of October 1, 2003. The regular provisions of the Plan shall apply to the Transferred Employees except to the extent that they are modified by this Appendix.

A. Definitions

“Benefit Amount Credited Service” means the credited service determined pursuant to paragraph B below for purposes of determining the amount of any benefit under the Plan.

“Eligibility Credited Service” means the credited service determined pursuant to paragraph B for purposes of determining eligibility for benefits under the Plan.

“Purchaser” means General Dynamics Land System Inc.

“Purchaser’s Hourly-Rate Pension Plan” means the pension plan established by the Purchaser to provide pension coverage to the Transferred Employees.

“Transfer Date” means October 1, 2003.

“Transferred Employee” means an employee of the Company engaged at the London Defense Operations on the day prior to the Transfer Date who becomes an employee of

the Purchaser as a result of the sale of the London Defense Operations.

B. Recognition of Employment with the Purchaser for Eligibility

A Transferred Employee's credited service under the Plan shall include the period of the Transferred Employee's unbroken employment with the Purchaser after the Transfer Date as if seniority was not broken by the transfer of employment to the Purchaser. Such credited service shall be called "Eligibility Credited Service" for purposes of this Appendix and shall count only for purposes of determining eligibility for benefits under the Plan. The Eligibility Credited Service of a Transferred Employee shall be broken when the Transferred Employee quits employment with the Purchaser, is discharged by the Purchaser, or when seniority with the Purchaser is broken for any other reason.

The credited service of the Transferred Employee for purposes of determining the amount of any benefit under the Plan shall be equal to the credited service accrued under the Plan on the Transfer Date and such credited service shall be called "Benefit Amount Credited Service" for purposes of this Appendix.

C. Live Benefit Rates on Break in Service

The benefit entitlement of a Transferred Employee under the Plan shall be determined when the Transferred Employee is considered to break Eligibility Credited Service pursuant to paragraph B above and shall be determined under the relevant provisions of the Plan, depending on whether the break in Eligibility Credited Service results from retirement, termination prior to retirement, disability or death. The monthly amount of the basic benefit (and supplementary pension and/or special allowance, if applicable) shall be calculated using the applicable benefit rates in effect under the terms of the Plan when the Transferred Employee is considered to break Eligibility Credited Service and the Transferred Employee's Benefit Class Code shall be determined taking into account the base hourly rate of the Transferred Employee at that time, provided such Benefit Class Code is not inferior to the Transferred Employee's Benefit Class Code at the Transfer Date.

D. Co-ordination of Supplementary Pension and Special Allowance

A Transferred Employee who meets the requirements for a supplementary pension under Article I, Section 5 when the Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a supplementary pension under the Plan. The amount of such supplementary pension shall equal the applicable supplementary pension rate under Article I, Section 5 in effect at the time the Transferred Employees is considered to break Eligibility Credited Service, multiplied by the sum of the Transferred Employee's Benefit Amount Credited Service and credited service under the Purchaser's Hourly-Rate Pension Plan (not exceeding 30) and further multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan (which may exceed 30).

A Transferred Employee who meets the requirements for a special allowance under Article I, Section 9 when the Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a special allowance under the Plan. The amount of such special allowance shall be calculated using as a "Total Monthly Benefit Rate for Determining Monthly Special Allowance", the applicable amount under Article I, Section 9 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan.

E. Discontinuance of Pension on Re-Employment

To the extent permitted by applicable law, if a former Transferred Employee who is receiving a monthly pension under the terms of the Plan is re-employed by either the Company or the Purchaser on a regular, contract or other basis then payment of the Transferred Employee's benefits under the Plan shall be suspended and remain discontinued until the former Transferred Employee subsequently ceases such period of re-employment.

APPENDIX F
AGREEMENT IMPLEMENTING SECTION 3(C)
OF
SUPPLEMENTAL AGREEMENT
COVERING
THE GENERAL MOTORS
CANADIAN HOURLY-RATE
EMPLOYEES PENSION PLAN
DATED SEPTEMBER 20, 2012
BETWEEN
GENERAL MOTORS OF CANADA LIMITED AND
THE CAW

ESTABLISHED BY BOARD OF ADMINISTRATION

This Appendix F is intended to establish administration procedures and not to modify the terms of the Plan. The terms of the Plan shall prevail in the event of any conflict between the provisions of this Appendix F and the main provisions of the Plan.

Pursuant to Section 3(c) of the Supplemental Agreement, Pension Plan, dated September 20, 2012 between General Motors of Canada Limited and the National Union CAW, and CAW Local No. 222; CAW Local No. 199; and CAW Local No. 636, the following provisions are hereby established by the Board of Administration, hereinafter referred to as the Board:

A. LOCAL PENSION COMMITTEES

1. There shall be established at each location having a bargaining unit covered by the terms of the Master Agreement between the parties dated September 20, 2012 a Local Pension Committee consisting of two members, one appointed by Local Management and one appointed by the Union.
2. Each member of the Local Pension Committee shall have an alternate. Meetings of the Committee shall be arranged by mutual agreement, and in the event a member is absent, the member's alternate may attend and when in attendance shall exercise the duties of the member.
3. The individual appointed by the Union as a member or alternate shall be an employee of the Company, having at least

one year of seniority, and working at the location where, at the time when, the employee is to serve as a member of the Local Pension Committee.

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

5. The names of the Union members and alternate members of the Local Pension Committees shall be given in writing by the Union to the Personnel Director of the Company or to the designated representative. No member of the Committee or alternate member shall function as such until written notice has been given.

6. The names of the Company members and alternate members of the Local Pension Committees shall be given in writing by the Personnel Director of the Company or by the designated representative to the Union.

7. The Union member of the Local Pension Committee shall, after reporting to the member's foreman, be granted permission to leave work during the member's regular working hours without loss of pay to:

(a) attend meetings of the Local Pension Committee.

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

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

Such permission shall be granted with the understanding that the time will be devoted to the prompt handling of such matters. With respect to a request made in accordance with paragraphs (b) and (c) above, permission shall be granted in a timely manner consistent with the circumstances and nature of

the request. Consistent with the purpose of this procedure, a rule of reason should be applied in determining whether an employee should be excused from the employee's job in order to confer with the Union member of the Local Pension Committee. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the employee from the employee's job. On many jobs discussion between the employee and the Union member of the Local Pension Committee is entirely practical without the necessity for the employee being relieved. On the other hand, an employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the employee's job and a suitable place in which to discuss the employee's pension question as set forth in (b), above, with the Union member of the Local Pension Committee. A suitable place in which to discuss such problems also should be permitted a pensioner or surviving spouse. This shall not interfere with any local practice which is mutually satisfactory.

B. RETIREMENTS

1. Early Retirement (Employee Option)

(a) Application for a pension benefit under the provisions of the Pension Plan for early retirement at the option of the employee shall be made through the local Personnel Department or the local Union using procedures established by each location.

(b) The employee should make the pension benefit request at least 60 to 90 days in advance of the desired date of retirement.

(c) Management will submit an online "Retirement Initiation" request to initiate the pension.

(d) Upon the Union Representative's request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

2. Early Retirement at the Option of the Company or Under Mutually Satisfactory Conditions

(a) When an employee is to be retired at the option of the Company or under mutually satisfactory conditions, Management will submit an online “Retirement Initiation” request to initiate the pension.

(b) Early retirement under mutually satisfactory conditions will only be upon the written approval of the Personnel Office of the Company or the designated representative.

(c) Neither the Local Pension Committee nor the Board shall have any jurisdiction with respect to any questions as to whether any employee retired at the employee’s own option or under mutually satisfactory conditions under the provisions of the Pension Plan.

(d) Upon the Union Representative’s request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

3. Required Pension Benefits

(a) Three months prior to the end of the calendar year the employee attains age 71, or any such age required by Revenue Rules, Management will advise the Union member of the Local Pension Committee of the employee's name and age.

(b) Management will submit an online “Retirement Initiation” request to initiate the pension.

(c) Upon the Union Representative’s request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

4. Disability Retirements

(a) Application for a total and permanent disability retirement shall be made on form CHRP-15 "Application for Total and Permanent Disability or Occupational Disability Benefits Under The General Motors Canadian Hourly-Rate Employees Pension Plan". Such form will be available through

the Local Personnel Office or from the Union member of the Local Pension Committee. If the Union member of the Local Pension Committee gives an application form to an employee, he shall immediately thereafter inform Management of the name of such employee.

(b) The employee will supply a physician's statement and other necessary information on form CHRP-15. The employee shall file the application and other required information with the Local Personnel Office. Management will forward all documentation to the Plant Medical Doctor (PMD) for review and entitlement determination followed by the Corporate Medical Director (CMD). The CMD will communicate the final decision regarding entitlement to the Local Personnel Office.

(c) The Insurance Company will notify each employee who has been absent for 5 continuous months, because of disability, of such employee's possible eligibility for total and permanent disability pension and also the Local Personnel Office. If such absence continues for a period of 9 full months because of disability and the employee has not applied for total and permanent disability pension, the Insurance Company will again notify the employee of such employee's possible eligibility for such pension and also the Local Personnel Office.

(d) Upon the Union Representative's request to the GM Canada Benefits Centre, a copy of the retirement paperwork will be provided to the Union Member of the Local Pension Committee.

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

(1) The Company will make such determination upon the basis of medical evidence satisfactory to it. If it is determined that the employee is totally and permanently disabled or occupationally disabled, Management will submit an online "Retirement Initiation" request to initiate the pension. If it is determined that the employee is not totally and permanently or occupationally disabled, Management will

prepare a "Notice of Company Determination - Application for Total and Permanent Disability or Occupational Disability Benefits" letter. One copy will be furnished to the Sun Life Sickness and Accident Assessor and one copy will be retained in the employee's file.

(2) If the Union member of the Local Pension Committee disagrees with the Company's determination, the member may appeal such determination in writing with the local Personnel Department within 30 days after receipt of the "Notice of Company Determination" letter. The Local Pension Committee shall then designate a clinic in the area which is on the approved list (Attachment 1) to examine the employee and determine whether the employee is totally and permanently disabled or occupationally disabled pursuant to Article I, Section 3(b) and (c) of the Plan.

(3) In lieu of the provision in Paragraph B4(d)(1) above, upon request of Management the Local Pension Committee shall designate a clinic in the area on the approved list (Attachment 1) to examine the employee and make a determination as set forth in Paragraph B4(d)(2) above. An employee whose General Motors employing unit is more than sixty-four (64) kilometers one way from the clinic in the area on the approved list designated by the Local Pension Committee to examine the employee on or after September 20, 2012 to make a determination as to whether the employee is totally and permanently or occupationally disabled will be reimbursed, upon written request, at the rate of thirty-two (32) cents per kilometer for kilometers actually driven from the employee's residence to such clinic and back, using the most direct route available.

(4) If the clinic, after examining the employee, determines that the employee is totally and permanently or occupationally disabled, such determination shall decide the question and shall be final and binding on the employee, the Company and the Union.

(5) If the clinic, after examining the employee, determines that the employee is not totally and permanently or occupationally disabled, the Plant Medical Doctor will examine the employee to determine whether the employee is able to perform a job in the plant.

(6) Upon receipt of any clinic determination, the Local Pension Committee and employee will be notified to report to the Plant Medical Doctor for examination.

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

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

(9) With respect to paragraphs B4(d)(2), (3), (4), (5), and (6), above, in addition to the designated clinics on the approved list (Attachment 1), when mutually agreed upon between the members of the Local Pension Committee, an Impartial Medical Examiner will be used instead of a designated clinic to examine an employee for the purpose of determining whether such employee is totally and permanently or occupationally disabled pursuant to Article I, Section 3(b) and (c) of the Plan. An Impartial Medical Examiner generally will only be used in those areas that are not served by the named clinics in Attachment 1.

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

(1) The Company will make such determination upon the basis of medical evidence satisfactory to it. If it is determined that the pensioner is no longer totally and permanently or occupationally disabled, the Company will provide copies of appropriate forms to the required parties.

(2) If the Union member of the Local Pension Committee disagrees with the Company's determination, the procedure described in Paragraph B4(d) above will apply.

(f) When it is found that a disability pensioner is employed, the Company shall make such investigation as it considers appropriate to determine if the pensioner is engaged in gainful employment for purposes other than rehabilitation and will inform the Union in such cases.

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

(2) If such pensioner disputes the Company's determination on the basis that their employment is for purposes of rehabilitation, the pensioner may, within 30 days of receipt of such determination, file a written claim with the Local Pension Committee. The Local Pension Committee shall then designate a clinic in the area which is on the approved list (Appendix 1), or an Impartial Medical Examiner pursuant to paragraph B4(d)(9), to examine the employee. The opinion of the clinic or Impartial Medical Examiner shall decide the question with respect to whether the employment in which the disability pensioner is engaged, is rehabilitative or not and such opinion shall be final and binding on the employee, the Company and the Union. Such exam shall not be performed if there is any unresolved claim pending with respect to whether such pensioner's employment is gainful employment.

(g) If a disability pensioner returns to work at the Company location from which the pensioner retired, Local Management will notify the Union member of the Local Pension Committee of such return to work.

C. PENSION BENEFITS TO SURVIVING SPOUSE

1. An employee who retired with benefits commencing on or after October 1, 1987 under the total and permanent disability or occupational disability provisions of the Pension Plan will immediately be eligible for the surviving spouse option. An employee who retired with benefits commencing on or after October 1, 1970 and prior to October 1, 1987 under the total and permanent disability provisions of the Pension Plan prior to age 55 will be informed by Management on form CHRP-11 B – “Authorization of Adjusted Monthly Benefits” prior to age 55 with respect to the survivor benefit.

An employee who retired with benefits commencing prior to October 1, 1970 under the total and permanent disability provisions of the Pension Plan prior to age 60 will be informed by Management on form CHRP-11 B – “Authorization of Adjusted Monthly Benefits” prior to age 60 with respect to the survivor benefit. The retired employee for whom such survivor benefit is to be effective must advise the Company of the wish to reject such benefit on form CHRP-9A, "Spousal Survivor Option Waiver Form" witnessed by the plan representative or a notary public and filing it with the Company during the month prior to the month in which the retired employee attains age 55, or age 60, as applicable.

An employee who retired with benefits commencing on or after October 1, 1987 shall have the survivor benefit effective immediately if legally married and effective the first of the month following completion of one year of common-law cohabitation.

An employee who retired with benefits commencing on or after September 14, 1970 and prior to October 1, 1987 is married when the survivor benefit would otherwise become effective, but who has been married less than one year at that time, may elect such benefit to become effective the first of the month following completion of one year of marriage or after December 12, 1976, two years of common-law cohabitation.

2. An employee who has broken seniority prior to October 1, 2012 and for whom the survivor benefit is to be effective must, prior to the requested commencement date, so advise the GM Canada Benefits Centre and submit satisfactory proof of marriage, the spouse's age, and spouse's Social Insurance Number. Should the former employee have an eligible spouse and wish to reject the survivor benefit, form CHRP-9A “Spousal Survivor Option Waiver”, which includes the written consent of the spouse witnessed by the plan representative or a notary public, must be executed and filed with the Company.

An employee who breaks seniority on or after October 1, 2005 and who has elected a deferred pension, must contact the GM Canada Benefits Centre with respect to spousal benefits prior to the commencement of deferred pension benefits.

3. An employee, or former employee, for whom the survivor benefit is to be effective must submit, proof satisfactory to the Company:

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

(b) that the designated spouse satisfies the term "spouse" as defined in Article VIII, 12, of the Plan, and

(c) of the designated spouse's Social Insurance Number.

4. In the event of the death of an employee who is eligible for retirement benefits under Article I, Section 1 or 2(a) of the Pension Plan, such employee's surviving spouse may be eligible for one of the following:

(i) commuted value of survivor benefits payable

(ii) commuted value of employee's pension if greater than commuted value of spouses

(iii) monthly survivor benefits, plus a lump sum equal to the difference between the commuted value of the deceased employee's pension and the surviving spouse's pension if the commuted value of the spouse's pension is less.

"Authorization of Pre-Retirement Death Benefit", Form CHRP-11L, shall be provided within thirty days after receipt of a notice of the death of an employee. The surviving spouse must execute Form CHRP-11L, submit the proofs required under (a) and (b) of paragraph C3 above, along with proof of death prior to the payment of any of the above benefits.

Should the surviving spouse elect item (iii) above, any survivor benefits payable under the Group Life and Disability Insurance Program would have to be waived.

Should there be no eligible surviving spouse, or such spouse has waived entitlement to Pre-Retirement Death Benefit on Form CHRP-9B, the commuted value of the deceased employee's pension would be payable to the designated beneficiary, as defined in Article VIII, 10, and in the absence of a designated beneficiary such payment would be made to the deceased employee's estate. Form CHRP-11L must be completed by the beneficiary or the executor or administrator of the estate.

5. In the event of the death of an employee who is not eligible to retire, and who had two or more years of continuous

employment, the commuted value of such employee's pension is payable to:

(i) the surviving spouse, unless such spouse has waived entitlement to Pre-Retirement Death Benefit on Form CHRP-9B, or

(ii) if there is no surviving spouse, the designated beneficiary, or

(iii) if there is no designated beneficiary, the deceased employee's estate.

Form CHRP-11L, "Authorization of Pre-Retirement Death Benefit", shall be provided within thirty days after receipt of a notice of death of an employee. This form must be executed and submitted along with proof of death and any proof required under (b) of paragraph C3 above prior to the payment of any benefit.

6. In the event of the death of a former employee who terminated on or after January 1, 1988 prior to the commencement of payment of a deferred pension, the commuted value of such pension is payable to:

(i) the surviving spouse, unless such spouse has waived entitlement to Pre-Retirement Death Benefit on CHRP-9B, or

(ii) if there is no surviving spouse, the designated beneficiary, or

(iii) if there is no designated beneficiary, the deceased former employee's estate.

The GM Canada Benefits Centre should be contacted and supplied with proof of death and any proof required under (b) of paragraph C3 above, prior to the payment of any benefit.

7. In the event of the death of a designated spouse, a retired employee, or former employee, who has a survivor benefit in effect may have the basic benefit restored to the amount payable without such benefit cost. To have the basic benefit restored, the retired or former employee must submit to the GM Canada Benefits Centre a copy of the certified Death Certificate for such spouse.

In the event of a divorce by final court decree or the termination of cohabitation from the designated spouse, the terms of which do not expressly prohibit cancellation of the survivor annuity, an employee who retires with benefits payable commencing on or after October 1, 1970, or an employee who is separated from the Company on or after December 21, 1970, who has a survivor benefit in effect may have the basic benefit restored to the amount payable without such benefit cost. To have the basic benefit restored, the retired employee must submit to the GM Canada Benefits Centre a certified copy of the final decree of divorce or, in the case of a common-law marriage, a notarized affidavit of termination of cohabitation, and written revocation of the election on a form approved by the Company.

8. An employee who retired with benefits payable commencing prior to October 1, 1970 and who has a surviving spouse benefit in effect (excluding a special survivor option) and who is divorced by final court decree or termination of cohabitation, the terms of which do not expressly prohibit cancellation of the survivor annuity, may elect to receive the full amount of any increase in benefits otherwise payable effective on or after April 1, 1971. To receive the full amount of any such increase, the retired employee must submit to the GM Canada Benefits Centre a certified copy of the final decree of divorce or, in the case of a common-law marriage, a notarized affidavit of termination of cohabitation, and written revocation of the election on a form approved by the Company.

9. Effective October 1, 1979, employees who retired with benefits commencing on or after March 1, 1962, who had not previously rejected a survivor benefit for which they were eligible, and who marry or remarry, may elect or re-elect such benefit.

To obtain the survivor benefit the pensioner must submit to the GM Canada Benefits Centre a completed form CHRP-11M "Spousal Survivor Option Election Form" . The term marries or remarries shall include a common-law marriage with a spouse, as defined in Article VIII, 13, of the Plan.

D. AUTHORIZATION FOR PENSION BENEFITS

1. Upon Management's completion of the online submission of the "Retirement Initiation," Management will notify the employee that the retirement process has been initiated and is ready for completion online through the GM Canada Benefits Centre.

2. At the employee's request the Local Pension Committee will meet with the employee to review the online retirement process and pension calculation.

3. After completion of the online retirement process a Calculation Statement will be sent to the employee for the final review and signature. The signed copy of the Calculation Statement must be returned to the GM Canada Benefit Centre.

4. When sickness and accident benefits become payable to an employee, or retired employee, for any period beyond the authorized commencement date of monthly pension benefits, the Local Pension Committee will contact the GM Canada Benefits Centre to authorize the suspension of pension benefits for the maximum period such sickness and accident benefits are payable and, if applicable, the reduction of the pension benefit payable for the month in which sickness and accident benefits expire. If it is determined subsequently that sickness and accident benefits are not payable for the maximum period, Management will contact the GM Canada Benefits Centre to authorize reinstatement of pension benefits following the known expiration date of sickness and accident benefits.

5. Any pensioner or former employee who has an outstanding overpayment received under any Company benefit plan or program, who is entitled to receive a basic pension, supplementary pension or special allowance, may authorize in writing that any outstanding overpayment be repaid to such respective plan or program by withholding not less than forty dollars (\$40.00) but in no event more than 10% of the monthly benefit until such overpayment is recovered.

E. REDETERMINATION OF BENEFITS

1. The GM Canada Benefits Centre will prepare and provide benefit adjustment communications when redetermination of benefits is required because of:

(a) the survivor benefit becoming effective upon attainment of age 55 for employees retired with benefits commencing on or after October 1, 1970 and prior to October 1, 1987 under the total and permanent disability provisions of the Pension Plan (age 60 for total and permanent disability pensioners retired with benefits commencing prior to October 1, 1970), or

(b) the survivor benefit becoming effective upon one year of marriage or commencement of cohabitation for pensioners married or have been cohabitating less than one year when such benefit otherwise would have been effective, or

(c) revocation of the survivor benefit due to death or divorce of a previously designated spouse, or

(d) the survivor benefit becoming effective after marriage or remarriage subsequent to retirement, or

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

(f) eligibility or ineligibility, whichever may be applicable in a particular case, for a Canada or Quebec Pension Plan disability benefit, or

(g) actuarial adjustment due to working beyond normal retirement age.

2. When redetermination of benefits is required because of adjustment of credited service, base hourly rate, or age with respect to an employee who has retired with benefits, the GM Canada Benefits Centre will prepare and provide benefit adjustment communications.

3. The employee's signature shall not be required on any such form where the adjustment results in an increase, or the amount of any decrease resulting from an adjustment less than \$2.00.

4. A pensioner receiving a special allowance may be required to furnish verification of the amount of after-retirement earnings prior to age 65 (age 60 if benefits commenced on or after October 1, 1987 and prior to October 1, 1999). Such verification may be in the form of a statement or

report from Canada or Quebec Pension Plan Authorities, a copy of their income tax return, T-4 slips or other such evidence. Moreover, pensioners retired at their option, under mutually satisfactory conditions or the total and permanent or occupational disability provisions of the Plan shall furnish Management an authorization to periodically request from the Canada or Quebec Pension Plan Authorities such pensioner's disability benefit status. A pensioner retired under the total and permanent or occupational disability provisions of the Plan and not receiving a special allowance shall furnish Management an authorization to periodically request from the Canada or Quebec Pension Plan Authorities a report of any post-retirement earnings prior to age 65.

5. If it is determined that a pensioner received an overpayment of benefits because of receipt of a retroactive Canada or Quebec Pension Plan disability benefit award, or because of post-retirement earnings in excess of the amount permitted under the Plan without reduction of special allowance, such pensioner will provide local Management with the following information:

(a) evidence from the Canada or Quebec Pension Plan Authorities establishing the date disability benefits commenced, or

(b) evidence establishing the monthly amount of post-retirement earnings in the year(s) such earnings exceeded the permissible amount.

If such evidence is not submitted by the pensioner within a reasonable period following request by local Management, any benefits payable to the pensioner under the Plan shall be suspended through a joint letter by the Local Pension Committee.

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

If the pensioner received an overpayment of benefits because of receipt of a retroactive Canada or Quebec Pension Plan disability benefit award and the pensioner does not repay promptly the amount of overpayment in a lump sum, a

deduction shall be made from future monthly benefits equal to 50% of the total amount of such monthly benefits until the total amount suspended equals the overpayment.

In all cases of overpayments because of excess earnings after retirement and in cases of fraud or willful misrepresentation with respect to receipt of Canada or Quebec Pension Plan disability benefits, if the pensioner does not repay promptly the full amount of overpayment in a lump sum, 100% of the pensioner's monthly benefits otherwise payable shall be suspended until the total amount suspended equals the overpayment.

7. In cases of overpayment because of a retroactive Canada or Quebec Pension Plan disability benefit award, a letter showing the amount of the overpayment as well as the current benefit payable will be produced by the Company and provided to the retired employee and the Local Pension Committee.

8. In cases of overpayment because of excess earnings after retirement, the Company will furnish the location with a Notice of Redetermination, accompanied by a computation sheet completed by the Company. The plant will reproduce such Notice and computation sheet locally, sign, and transmit one copy to the pensioner, and two copies to the Local Pension Committee.

F. DEFERRED PENSION BENEFITS

1. When the seniority of an employee (who has completed 10 or more years of credited service for separations prior to October 1, 1987 and 2 or more years of credited service for separations on or after October 1, 1987 and prior to July 1, 2012) is broken on or after July 1, 2012 for any reason except death, transfer to salary, or retirement, the GM Canada Benefits Centre will prepare within 45 days following such break in seniority or notice of same, a "Statement of Termination Benefits", including form CHRP-11G "Calculation Statement"

2. CHRP-11G will detail the options available to the former employee. The former employee may elect, within 60 days of termination, to receive benefits under the Plan as early as age 55, or transfer the commuted value to such other locked-in retirement savings vehicle as allowed by applicable government laws. The Company shall comply with the election made by the former employee within 60 days after

receipt of direction from such former employee. If no such election is made, the former employee will be deemed to have elected a deferred pension under the Plan. If the former employee's signature cannot be obtained, such fact will be noted on the form.

The "Statement of Termination Benefits" and form CHRP-11G will be mailed to the former employee at the last address on file with the Company, and a copy will be sent to the Company location for distribution.

3. To receive deferred pension benefits under the Pension Plan, the former employee at the age of 55 and 65 will receive retirement reminder notices from the GM Canada Benefits Centre. If the former employee would like to commence their benefit, the notice instructs them to contact the GM Canada Benefits Centre and the Benefits Centre will commence their benefit on their Benefit Commencement date. New retirement paperwork will be sent to them with the value of their pension and they will have to sign and return the documentation to the Benefits Centre. Deferred pension must be started prior to the end of the calendar year the former employee attains age 71 or any such other age required by Revenue Rules.

G. DEDUCTIONS BECAUSE OF WORKERS' COMPENSATION PAYMENTS

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

H. CREDITED SERVICE

1. Establishment of Credited Service

(a) An employee who, is employed or reemployed by the Company may request the establishment of credited service for prior periods of employment with the Company or the reinstatement of lost credited service by completing and executing form CHRP-17, "Employees Request for Credited Service". A copy of such form may be obtained by contacting the GM Canada Benefits Centre.

(b) An employee may apply for additional credited service under provisions of Article II of the Pension Plan by completing form CHRP-17A "Employee's Special Request for Credited Service" and submitting it to the Local Personnel Department. One copy of such completed CHRP-17A will be furnished to the Union member of the Local Pension Committee. Management will notify the employee of its determination on form CHRP-17B "Notice of Company Determination - Employee's Special Request for Credited Service". One copy will be furnished to the Union member of the Local Pension Committee.

(c) The records of a plant, whether of the Company or of a company acquired by General Motors Corporation as referred to in Article II, Section 1(c) of the Pension Plan dated September 20, 2012 (Exhibit A-1) in which an employee claims service, shall be presumed to be conclusive of the facts concerning the employee's employment, if any, unless shown beyond a reasonable doubt to be incorrect.

2. Annual Statement of Credited Service and Contributions

(a) Not later than April 1 of each year, local Management will give each employee a Personal Benefit Summary statement showing the employee's credited service under the Pension Plan for the preceding calendar year and total of such credited service up to the end of the preceding calendar year as indicated by the Company records. For employees hired on or after June, 8, 2009 the statement will also include any contribution information required under the applicable Pension Laws.

(b) The record as shown on the "Statement of Employee's Credited Service" will be established as correct with respect to the employee's credited service, provided, however, that if the employee believes the record with respect to the credited service for the preceding calendar year is incorrect the employee shall bring the matter to Management's attention within 30 days after receipt of such statement. Management will check such claims of incorrect credited service and advise the employee of its findings. If the employee is not satisfied with the determination the employee may refer the matter to the Local Pension Committee within 30 days after receipt of such determination. Such claims will be

handled in accordance with the appeal procedure provided herein.

I. RECORDS

1. The local Company location shall keep and be responsible for records of the Local Pension Committee relating to applications for pension benefits and dispute cases. Such records shall be made available to the Local Pension Committee upon request of either of its members.

2. The Company shall keep and be responsible for records of the Board relating to approved authorizations for pension benefits and all material referred to the Board. Such records and material shall be made available to the Board upon request of any of its members.

J. GENERAL

1. Clerical or other demonstrable errors will be corrected when found. In the event of overpayment of an early retirement special allowance or basic benefit because a reduction was not made for an effective survivor benefit, in either case resulting solely from a demonstrable management error occurring on or after October 1, 1979, pensioner or surviving spouse liability shall be limited to the repayment of the most recent 12 months of any such overpayment. Such limitation shall not be applicable to the repayment of any overpayment that might have occurred for any period prior to the date of such management error.

2. Local Management will notify the Union member of the Local Pension Committee of the death of any pensioner from the same location.

K. APPEAL PROCEDURE

1. Any employee who disputes a determination of personal information with respect to (i) age, (ii) the amount of credited service under the Pension Plan, (iii) the computation of pension benefits or special allowance under the Pension Plan, (iv) the partial or complete suspension of special allowance, or (v) whether the employee is engaged in gainful employment except for purposes of rehabilitation, may file with the Local Pension Committee a claim in writing within 30 days of receipt of such determination.

Issued and approved on September 20, 2012 by the Board of Administration.

COMPANY MEMBERS

D. Courtney
A. Cooperman
J. Sweeney

UNION MEMBERS

C. Buckley
J. Hannah
K. Osborne

ATTACHMENT 1

**CLINICS APPROVED FOR TOTAL DISABILITY
OR OCCUPATIONAL DISABILITY CLAIMS
ISSUED AND APPROVED BY GM-CAW BOARD
OF ADMINISTRATION**

Oshawa Clinic – Courtice Health Centre
Canadian Trauma Consultants Ltd
Beaumont Hospital

Oshawa ON
Toronto ON
Royal Oak MI

ATTACHMENT 1(a)

NOTICE OF LOCAL COMMITTEE DECISION

PENSION PLAN

Re: _____

The members of the Local Pension Committee hereby agree that an Impartial Medical Examiner will be used to examine the above-named employee to determine whether the employee is totally and permanently or occupationally disabled.

The Impartial Medical Examiner will be:

Dr. _____

Management Representative

Union Representative

Date _____

To be filed in employee master pension file.

APPENDIX G

QUEBEC EMPLOYEES

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Supplemental Pension Plans Act, L.R.Q., c.R-15.1 (the "SPPA"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

Section 1. Spousal Relationship and Termination of Spousal Relationship

(a) In lieu of Article VIII, Section 12, the term "spouse" shall mean the person to whom the employee is legally married, the person who is a party to a civil union with the employee, or a person of the same or opposite sex, who has been living in a conjugal relationship with an employee who is neither married nor in a civil union for a period of not less than one year.

Spousal status based on a legal marriage will terminate if the marriage is annulled or the parties divorce or become separate as to bed and board, spousal status based on a civil union will terminate if the civil union is dissolved, and spousal status based on cohabitation will terminate if the parties cease to cohabit.

(b) Notwithstanding the provisions of Article I, Section 7(d), if the spousal relationship between an employee and the employee's spouse terminates after December 31, 2000:

(1) as a result of the divorce or annulment of the marriage of the employee and the spouse, or as a result of the employee and the spouse becoming separate as to bed and board, in the case of a spouse legally married to the employee; or

(2) because the employee and the spouse cease to cohabit in the conjugal relationship in the case of a spousal relationship that arose from conjugal cohabitation;

- (3) as a result of the dissolution of the civil union where the employee and the spouse are parties to a civil union;

then the employee may cancel the survivor benefit election made pursuant to Section 7(a) of Article I and the employee's monthly basic pension shall be restored to the amount payable without the survivor election. Such restoration shall occur automatically if the employee's benefits are divided with the employee's spouse pursuant to Section 4 of Article IV and shall be effective and payable as of the effective date of the judgement granting the separation from bed and board, the divorce or the annulment of marriage, dissolution of civil union or the date of termination of conjugal relationship, as the case may be.

If:

- (i) the employee's benefits under the Plan are not subject to division between the employee and the employee's spouse pursuant to Section 4 of Article IV as a result of the termination of the spousal relationship; or
- (ii) the judgment granting the separation from bed and board, the divorce or the annulment of marriage or the termination of conjugal relationship, as the case may be, became effective prior to January 1, 2001;

such restoration shall not occur unless the employee applies to the Company for the restoration. If the employee does apply to the Company for the restoration then it shall be effective and payable as of the date of such application.

Section 2. Survivor Benefit on Supplementary Pension and Special Allowance

Notwithstanding the provisions of Article I, Section 7(g), an employee who breaks seniority on or after January 1, 2001, shall be deemed to have elected automatically a reduced amount of any supplementary pension or special allowance that is payable to the employee to provide that, if the employee's designated spouse shall be living at the employee's death after such election has become effective, a survivor benefit shall be payable to such spouse in respect of the supplementary pension or special allowance, as applicable, during the spouse's further life, or if earlier, until the date when the payment of supplementary pension or special

allowance, as applicable, would have ceased if the employee was still alive.

For an employee who is deemed to have made an election under this Section 2, the reduced amount of the employee's monthly supplementary pension or special allowance referred to above shall be determined as the amount of supplementary pension or special allowance which would otherwise be payable to the employee under Section 5 and 9 of Article I but reduced on an actuarial equivalent basis to reflect the survivor benefit provided for the spouse.

The survivor benefit payable to the surviving spouse of a retired employee who is deemed to have made an election under this Section 2, and who dies after such election becomes effective, shall be a monthly survivor benefit for the further lifetime of such surviving spouse or, if earlier, the date when the payment of supplementary pension or special allowance, as applicable, would have ceased if the employee was still alive. The survivor benefit shall equal 66 $\frac{2}{3}$ % of the reduced amount of such employee's supplementary pension or special allowance as determined above. No such survivor benefit shall be payable for any month for which benefits are payable under Article II, Section 8 of the General Motors Canadian Group Life and Disability Insurance Program for Hourly-Rate Employees.

The automatic election described in this Section 2 shall not apply if the employee prevents the application of the automatic election under Section 7(a) of Article I. The provisions of Section 1 of this Appendix apply to payment of an employee's supplementary pension or special allowance and the employee may apply for restoration of any reduction to the employee's supplementary pension or special allowance if the conditions in Section 1 of this Appendix are satisfied.

Section 3. Optional Guarantee Form

Notwithstanding the provisions of Article I, Section 7(j), an employee who is deemed to elect the survivor benefit pursuant to Section 7(a) of Article I may elect to receive a reduced monthly basic pension with a 120 month guarantee. An employee who is entitled to a supplementary pension pursuant to Article I, Section 5, or a special allowance pursuant to Article I, Section 9 may elect to receive a reduced supplementary pension or special allowance with a 120 month

guarantee. To be effective such election must be made in the form and manner prescribed by the Company and before payment of the employee's basic benefit commences. The employee may cancel or change an election to add a guarantee period provided that notification is provided prior to commencement of benefit payment.

(a) If the employee elects such a guarantee for the employee's monthly basic benefit then the basic benefit that would otherwise be payable, after any applicable reduction for early retirement and for the survivor benefit, shall be actuarially adjusted pursuant to subsection (d), and if the employee dies before receiving 120 payments of basic benefit then the amount of the survivor benefit payable to the surviving spouse for the remainder of such 120 months shall not be less than the amount of basic benefit otherwise payable to the employee; and if the employee and the spouse both die before the employee and the surviving spouse have received a total of 120 payments between them, then payment shall continue to the eligible beneficiary of the employee for the remainder of such 120 months.

(b) The basic benefit payable to an employee after adjustment pursuant to subsection (d) shall be subject to redetermination as if the adjustment pursuant to subsection (d) had not applied, except that the amount on redetermination will be reduced by the same percentage reduction determined pursuant to subsection (d).

(c) The benefit payable to a surviving spouse (or to an eligible beneficiary if there is no surviving spouse) for the remainder of a guarantee period following the death of the employee shall equal the amount of basic benefit that would have been payable to the employee if the employee had remained alive, except that the benefit payable during a guaranteed period to a spouse (or to an eligible beneficiary if there is no surviving spouse) of an employee whose basic benefits are subject to redetermination pursuant to Section 4(a)(1) of Article I, shall be based on the basic benefit that would have been payable to such employee after redetermination. Notwithstanding the preceding provisions of this subparagraph (c), the amount of the benefit payable to a spouse (or to an eligible beneficiary if there is no surviving spouse) at any time during the guaranteed period shall not exceed the sum of the basic benefit, plus any supplementary

pension and special allowance that would be payable to the retired employee if the retired employee was alive at the time, and the amount of the benefit payable to a spouse at any time following the end of the guaranteed period shall not exceed $\frac{2}{3}$ of the sum of the basic benefit, plus any supplementary pension and special allowance that would be payable to the retired employee if the retired employee was alive at the time.

(d) The adjustment to the employee's monthly basic benefit pursuant to subsection (a) above shall be determined so that the resulting basic benefit payable to the member, with the applicable guarantee period and with a survivor benefit, shall be actuarially equivalent to the monthly basic benefit with a survivor benefit, that would otherwise be payable to the employee.

(e) If the employee elects a guarantee for the employee's supplementary pension or special allowance then the supplementary pension or special allowance that would otherwise be payable, after any applicable reduction for early retirement and for any survivor benefit pursuant to Section 3 of this Appendix, shall be actuarially adjusted pursuant to subsection (f), and if the employee dies before the earlier of receipt of 120 payments or the date when payment of the supplementary pension or special allowance, as applicable, would have ceased if the employee was still alive, then payment shall continue to the surviving spouse (or to an eligible beneficiary if there is no spouse) for the remainder of such 120 months, or if earlier, the date when payment of the supplementary pension, or special allowance, as applicable, would have ceased if the employee was still alive.

(f) The adjustment to the employee's supplementary pension or special allowance pursuant to subsection (e) above shall be determined so that the resulting supplementary pension or special allowance payable to the member, with the applicable guarantee period (and with a survivor benefit if applicable) shall be actuarially equivalent to the supplementary pension or special allowance (with a survivor benefit if applicable) that would otherwise be payable to the employee.

Section 4. Temporary Pension

An employee whose working time and remuneration are reduced by agreement with the Company and who has attained age 55 may elect to receive a lump sum benefit in accordance with the applicable provisions of the SPPA. A former employee, who is entitled to a deferred pension pursuant to Section 2(a) of Article V, and who has attained age 55 may elect to receive a lump sum benefit in accordance with the applicable provisions of the SPPA. The lump sum amount shall not exceed the amount permitted under the SPPA and shall be paid in lieu of all or part of the employee's deferred pension under the Plan. A employee may not elect to receive such a payment more frequently than once each year.

An employee who breaks seniority after age 55 and who elects to commence payment of the employee's pension, may elect to replace all or part of the employee's pension with a temporary bridge benefit the terms of which are determined by and subject to the limits set out in the SPPA.

An employee's pension shall be reduced by an amount which is actuarially equivalent to the lump sum temporary bridge benefit paid pursuant to the preceding paragraphs of this Section 5. A temporary bridge benefit payable pursuant to this Section shall not exceed the maximum bridge benefit permitted in such circumstances under the Income Tax Act.

Section 5. Additional Benefit

An additional benefit shall be payable to an employee who breaks seniority before reaching age 55, or in respect of the death of such a employee who dies before reaching age 55, if:

(a) the commuted value of the deferred pension commencing at age 65, based on credited service from September 20, 2005 and notionally indexed for the period between the date the employee breaks seniority or dies and the date when the employee would reach age 55, subject to the provisions of Section 4(a)(3) of Article I,

exceeds

(b) the commuted value of the deferred pension that would otherwise be payable to or in respect of the employee under the Plan for credited service from September 20, 2005 subject to the provisions of Section 4(a)(3) of Article I.

For purposes of this Section 5, the notional indexing referenced in subsection (a) shall be determined as 50% of the percentage increase in the Consumer Price Index, as published by Statistics Canada, for the period between the month in which the employee breaks seniority or dies and the month in which the employee would attain age 55. The rate of such indexing shall not be less than 0% or greater than two percent (2%) on an annual basis.

The additional benefit shall equal the excess, if any, of the amount determined under (a) above over the amount determined under (b) above and shall be payable to the employee in a lump sum.

Section 6. Unlocking for Non-Resident

Notwithstanding the locking-in provisions of Article V, Sections 2 and 3, a former employee who has not resided in Canada for at least 2 years and who is receiving a pension or who is entitled to a deferred pension pursuant to Article V, Section 2 may elect to receive the commuted value of such pension in a lump sum provided that the employee completes and files with the Company the documents prescribed under SPPA.

Section 7. Postponed Retirement

(a) An employee who continues to work for the Company after attainment of normal retirement age and whose wages are reduced, may, if otherwise eligible, elect not more often than once in any 12-month period, to receive a monthly pension benefit, in an amount necessary to compensate for such wage reduction only during the period while the employee continues to work for the Company and prior to the employee's 69th birthday (effective January 1, 2007, the end of the calendar year in which the employee attains age 71, or any such other age as required by Revenue Rules), provided that the total monthly income of any such employee, including (i) wages, (ii) any other wage replacement benefits receivable under a plan of benefits to which the Company has contributed, and (iii) such pension benefits, will not exceed the employee's wages in effect at age 65.

(b) If an employee continues to work for the Company after attainment of normal retirement age, the employee shall cease to accrue credited service notwithstanding Article II, Section 2(a)(1) and the monthly pension benefit payable commencing at the earlier of the employee's actual date of retirement or the employee's 69th birthday (effective January 1, 2007, the end of the calendar year in which the employee attains age 71, or any such other age as required by Revenue Rules), will equal the pension benefit otherwise payable to such employee at the employee's normal retirement age, reduced by the monthly amount of any pension benefit commenced under paragraph (a) of this Section 8, and increased actuarially to the commencement date. Any such increase will be based on the actuarial assumptions as may from time to time be determined by the independent actuary and certified to, and approved by, the Financial Services Commission of Ontario in the most recent triennial actuarial valuation, and will neither create a surplus nor a deficit in the pension fund.

(c) If an employee dies while continuing to work for the Company after attainment of normal retirement age, the eligible surviving spouse of such employee, if any, shall be entitled to receive a monthly pension benefit, the commuted value of which shall be equal to the greater of:

(i) the survivor benefit that would be payable to the surviving spouse under Section 7(f) of Article I, determined as though payment of the employee's pension had begun on the day preceding the death of the deceased employee (excluding any benefit in respect of which payment had commenced prior to the employee's death pursuant to paragraph (a) of this Section 8); and

(ii) the benefit that would be payable to the surviving spouse under Section 7(h) or (i) of Article I (excluding any such benefit in respect of which payment had commenced prior to the employee's death pursuant to paragraph (a) of this Section 7).

In addition, the provisions of Section 7(f) of Article I shall apply to any pension for which payment had commenced prior to the employee's death pursuant to paragraph (a) of this Section 7.

APPENDIX H

PROVISIONS REGARDING EMPLOYEES AT THE LONDON LOCOMOTIVE OPERATIONS WHO TRANSFER TO ELECTRO-MOTIVE CANADA

THE GENERAL MOTORS CANADIAN HOURLY-RATE EMPLOYEES PENSION PLAN

Effective April 4, 2005, the Company sold its London Locomotive operations (the “London Locomotive Operations”) to Electro-Motive Canada Co. The provisions of this Appendix shall apply to each employee who was employed by the Company at the London Locomotive Operations and who becomes an employee of the Purchaser on or after October 1, 2005. This Appendix contains the special provisions which apply to the Transferred Employees effective as of October 1, 2005. The regular provisions of the Plan shall apply to the Transferred Employees except to the extent that they are modified by this Appendix.

A. Definitions

“**Benefit Amount Credited Service**” means the credited service determined pursuant to paragraph B below for purposes of determining the amount of any benefit under the Plan.

“**Eligibility Credited Service**” means the credited service determined pursuant to paragraph B for purposes of determining eligibility for benefits under the Plan.

“**Purchaser**” means Electro-Motive Canada Co.

“**Purchaser’s Hourly-Rate Pension Plan**” means the pension plan established by the Purchaser to provide pension coverage to the Transferred Employees.

“**Transfer Date**” means October 1, 2005, or such later date as a Transferred Employee becomes an employee of the Purchaser.

“Transferred Employee” means an employee of the Company engaged at the London Locomotive Operations on the day prior to the Transfer Date who becomes an employee of the Purchaser as a result of the sale of the London Locomotive Operations.

B. Recognition of Employment with the Purchaser for Eligibility

A Transferred Employee’s credited service under the Plan plus the Transferred Employee’s unbroken employment with the Purchaser after the Transfer Date shall be called “Eligibility Credited Service” for purposes of this Appendix and shall count only for purposes of determining eligibility for benefits under the Plan. The Eligibility Credited Service of a Transferred Employee shall be broken when the Transferred Employee quits employment with the Purchaser, is discharged by the Purchaser, or when seniority with the Purchaser is broken for any other reason, unless the employee returns to service with the Company at that time.

The credited service of the Transferred Employee for purposes of determining the amount of any benefit under the Plan shall be equal to the credited service accrued under the Plan on the Transfer Date and such credited service shall be called “Benefit Amount Credited Service” for purposes of this Appendix.

C. Live Benefit Rates on Break in Service

The benefit entitlement of a Transferred Employee under the Plan shall be determined when the Transferred Employee is considered to break Eligibility Credited Service pursuant to paragraph B above and shall be determined under the relevant provisions of the Plan, depending on whether the break in Eligibility Credited Service results from retirement, termination prior to retirement, disability or death. The monthly amount of the basic benefit (and supplementary pension and/or special allowance, if applicable) shall be calculated using the applicable benefit rates in effect under the terms of the Plan when the Transferred Employee is considered to break Eligibility Credited Service and the Transferred Employee’s Benefit Class Code shall be determined taking into account the base hourly rate of the Transferred Employee at that time, provided such Benefit

Class Code is not inferior to the Transferred Employee's Benefit Class Code at the Transfer Date.

D. Co-ordination of Supplementary Pension and Special Allowance

A Transferred Employee who meets the requirements for a supplementary pension under Article I, Section 5 when the Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a supplementary pension under the Plan. The amount of such supplementary pension shall equal the applicable supplementary pension rate under Article I, Section 5 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the sum of the Transferred Employee's Benefit Amount Credited Service and credited service under the Purchaser's Hourly-Rate Pension Plan (not exceeding 30) and further multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan (which may exceed 30).

A Transferred Employee who meets the requirements for a special allowance under Article I, Section 9 when the Transferred Employee is considered to break Eligibility Credited Service is entitled to receive a special allowance under the Plan. The amount of such special allowance shall be calculated using as a "Total Monthly Benefit Rate for Determining Monthly Special Allowance", the applicable amount under Article I, Section 9 in effect at the time the Transferred Employee is considered to break Eligibility Credited Service, multiplied by the ratio of the Transferred Employee's Benefit Amount Credited Service to the sum of the Benefit Amount Credited Service and the credited service under the Purchaser's Hourly-Rate Pension Plan.

E. Discontinuance of Pension on Re-Employment

To the extent permitted by applicable law, if a former Transferred Employee who is receiving a monthly pension under the terms of the Plan is re-employed by either the Company or the Purchaser on a regular, contract or other basis then payment of the Transferred Employee's benefits under the Plan shall be suspended and remain discontinued until the former Transferred Employee subsequently ceases such period of re-employment.

F. Pre-12/08 Retirees

If a Transferred Employee terminates employment with the Purchaser prior to December 31, 2008, if the Transferred Employee would have been eligible to elect to retire under the Plan on the April 4, 2005, and if the Transferred Employee elects to retire under the Plan at the time that the Transferred Employee breaks Eligibility Credited Service then the Plan will recognize the credited service accumulated under the Purchaser's Hourly-Rate Plan for purposes of determining the amount of any benefit payable under the Plan provided that the recognition of such credited service is conditional on a transfer of assets from the Purchaser's Hourly-Rate Plan to the Plan pursuant to the terms of the Agreement of Purchase and Sale.

APPENDIX I

ALBERTA EMPLOYEES

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Employment Pensions Plan Act, R.S.A. 2000, c. E-8, (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

Section 1. Spousal Relationship

In lieu of Article VIII, Section 12, the term "spouse" shall mean the person who:

(a) is married to the employee and has not been living separate and apart from such employee for three or more consecutive years; or

(b) if there is no person to whom subsection (a) applies, a person who has been living with the employee in a conjugal relationship for a continuous period at least one year immediately preceding the relevant time, or has been living with the employee in a conjugal relationship of some permanence if there is a child of the relationship either by birth or adoption.

A person shall not qualify as a spouse for the purposes of the Plan, if the employee's benefit under the Plan is subject to division between the person and the employee in accordance with Article IV, Section 4.

Section 2. Form of Pre-Retirement Death

Notwithstanding the provisions of Article I, Section 7(i), a spouse entitled to receive a commuted value under the provisions of that Section shall receive such benefit as a pension which is Actuarially Equivalent to such commuted value and starting no earlier than ten years prior to the date that the spouse would reach Normal Retirement Age, or the spouse may, subject to the Act, elect to transfer the commuted value to one of the alternatives set out in Article V, Section 2(c)(3).

Section 3. 50% Unlocking

(a) an employee who breaks service and who:

(i) is entitled to receive a deferred pension in accordance with the provisions of Article V, Section 2(a);

(ii) elects a transfer of commuted value pursuant to Article V, Section 2(c)(3) to a life income fund meeting the requirements prescribed under the Act or to a company licensed to provide annuities in Canada, for the purchase of a life annuity that will commence no earlier than the date permitted under the Act; and

(iii) has attained age 50;

(b) or a spouse who is entitled:

(i) as a result of the pre-retirement death of an employee to receive a monthly benefit under the provisions of Article I, Section 7(h), or a lump sum benefit under the provisions of Article I, Section 7(i); or

(ii) to a transfer of an interest in a employee's benefit under the Plan pursuant to Article IV, Section 4; and

(iii) who, in either case, elects a transfer of that pre-retirement death benefit or interest in a employee's benefit, to a life income fund meeting the requirements prescribed under the Act or to a company licensed to provide annuities in Canada, for the purchase of a life annuity that will commence no earlier than the date permitted under the Act;

may elect to unlock and receive in a lump sum (or transfer to a registered retirement savings plan) a portion of the commuted value of the deferred pension, pre-retirement death benefit or transfer of interest, as applicable, not exceeding 50% of such amount, provided that the employee or spouse makes such election within the time limit prescribed under the Act and further provided that if the employee has a spouse then that spouse provides the waiver required under the Act. The remainder of the amount shall be transferred on a locked-in basis as required pursuant to Article V, Section 2(c)(3), Section 2 of this Appendix or Article IV, Section 4, as applicable.

Section 4. Unlocking for Non-Residency

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan:

(a) an employee who terminates service or loses credited service and who is entitled to elect a transfer of commuted value pursuant to Article V, Section 2(c)(3); or

(b) a spouse who is entitled a monthly pre-retirement death benefit under the provisions of Article I, Section 7(h), or a lump

sum death benefit under the provisions of Article I, Section 7(i), or a transfer of an interest in a employee's benefit under the plan pursuant to Article IV, Section 4;

and who is determined by Canada Revenue Agency to be a non-resident of Canada for purposes of the Income Tax Act may elect to receive such commuted value in a lump sum provided that the employee or spouse, as applicable, completes and files the prescribed documents with the Company. In the alternative, the employee or spouse may elect to transfer the commuted value to a registered retirement savings plan.

APPENDIX J

BRITISH COLUMBIA EMPLOYEES

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Pension Benefits Standards Act, R.S.B.C. 1996, Chapter 352, (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

Section 1. Spousal Relationship

In lieu of Article VIII, Section 12, the term "spouse" shall mean:

(a) a person who is married to the employee and has not been living separate and apart from the employee (as defined under the Act) for the two year period immediately preceding the relevant time; or

(b) if paragraph (a) does not apply, a person of the same or opposite gender who is living with the employee in a marriage-like relationship at the relevant time and has been living in such a relationship for the immediately preceding two year period.

A person shall not qualify as a spouse for the purposes of the Plan, if the employee's benefit under the Plan is subject to division between the person and the employee in accordance with Article IV, Section 4.

Section 2. Form of Pre-Retirement Death

Notwithstanding the provisions of Article I, Section 7(i), a spouse entitled to receive a commuted value under the provisions of that Section shall receive such benefit as a pension which is Actuarially Equivalent to such commuted value and starting no earlier than ten years prior to the date that the spouse would reach Normal Retirement Age, or the spouse may, subject to the Act, elect to transfer the commuted value to one of the alternatives set out in Article V, Section 2(c)(3).

Section 3. Small Benefits

The provisions of this Section apply in lieu of Article IV, Section 6.

If the annual pension payable to an employee is less than 10% of the YMPE in the year that the employee breaks service, or if the commuted value of the annual pension is less than 20% of such YMPE then the employee may elect to receive the commuted value of such benefit in a lump sum in satisfaction of the employee's entitlement to the pension.

If the annual survivor benefit payable to a surviving spouse is less than 10% of the YMPE in the year that the employee dies, or if the commuted value of the annual survivor pension is less than 20% of such YMPE then the spouse may elect to receive the commuted value of such benefit in a lump sum in satisfaction of the spouse's entitlement to the pension.

If the commuted value of the annual pension payable to an employee or a surviving spouse is less than 20% of the YMPE in the year that the employee terminates service, or dies, as applicable, and if the employee or spouse has not elected to receive such benefit in a lump sum in accordance with the preceding paragraphs of this Section, then the Company shall require the transfer of the commuted value of such pension pursuant to Article V, Section 2(c)(3) in satisfaction of the employee's or spouse's entitlement to the pension.

Section 4. Unlocking for Non-Resident Employee

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan, if an employee elects a transfer of a commuted value pursuant to Article V, Section 2(c)(3) or a spouse elects a transfer pursuant to Article I, Section 7(i), and if that employee or spouse has been absent from Canada for at least two years and has become a non-resident of Canada for purpose of the Income Tax Act, then the locking-in provisions do not apply to payment of the commuted value provided that the employee or spouse, as applicable, completes and files the prescribed documents with the Company and the employee or spouse, as applicable, may elect to receive the commuted value in a lump sum or transfer it to a registered retirement savings plan.

Notwithstanding the locking-in provisions of the Plan and subject to the Act, an employee or spouse entitled to a deferred pension who has been absent from Canada for at least two years and who has become a non-resident of Canada for purposes of the Income Tax Act may elect to receive the commuted value of such deferred pension in a lump sum (or transfer it to a registered retirement savings plan) provided that the employee or spouse, as

applicable, completes and files the prescribed documents with the Company.

APPENDIX K

NEW BRUNSWICK EMPLOYEES

The provisions of this Appendix shall apply to any employee who retires, dies or otherwise loses accumulated credited service under the provisions of Article II, Section 4 while the employee's participation in the Plan is governed by the Pension Benefits Act, S.N.B. 1987 c.P-5.1, (the "Act"). The regular provisions of the Plan shall apply to such employee except to the extent that such provisions are modified by this Appendix.

Section 1. Spousal Relationship

In lieu of Article VIII, Section 12, the term "spouse" shall mean a person:

(a) to whom the employee is married;

(b) married to the employee by a marriage that is voidable, if such marriage has not been voided by a declaration of nullity;

(c) who, in good faith, has gone through a form of marriage with the employee which is void, if such person and the employee have cohabited within the preceding year; or

(d) who is not married to the employee but who has been cohabiting with the employee in a conjugal relationship for a continuous period of at least two years.

If a person who meets the definition under subsection (a), (b) or (c) above and a person who meets the definition under (d) above both claim the same spousal benefit then the person who meets the definition under subsection (a), (b) or (c) shall prevail. A person shall not qualify as a Spouse for the purposes of the Plan, if the employee's benefit under the Plan has been subject to division between the person and the employee in accordance with Article IV, Section 4 .

Section 2. Pre-Retirement Death Benefit

Notwithstanding the provisions of Article I, Section 7(i), a Spouse may not waive entitlement to a pre-retirement death benefit under that Section.

Section 3. Small Benefits

The provisions of this Section apply in lieu of Article IV, Section 6.

If the commuted value of the annual pension payable to a deferred employee or a retired employee, divided by 1.06 for each year between the age of the employee on December 31 in the year of termination of service and the employee's 65th birthday, is less than 40% of the YMPE in the year that the employee terminates service, then the employee may elect to receive the commuted value of such benefit in a lump sum in satisfaction of the employee's entitlement to the pension provided that the employee's spouse, if any, completes the waiver prescribed under the Act.

If the commuted value of the annual pension payable to a former employee is less than 10% of the YMPE in the year that the employee breaks service, or dies, as applicable, the Company shall require the transfer of the commuted value of such pension value to one of the alternatives set out in Article V, Section 2(c)(3) in satisfaction of the employee's entitlement to the pension.

Section 4. Unlocking for Non-Residency

Notwithstanding Article V, Section 2(c)(3) and the locking-in provisions of the Plan, a former employee entitled to a deferred or immediate pension may elect to receive the commuted value of that pension in a lump sum provided that both the employee and the employee's spouse, if any, are not Canadian citizens and are not residents of Canada for purposes of the Income Tax Act and provided that the employee, and the employee's spouse if any, complete and file the prescribed documents with the Company.

Appendix L

PENSION INCENTIVES FOR CLOSURES OF OSHAWA, WINDSOR TRANSMISSION AND LEAR

This Appendix confirms the discussions between the Company and the Union regarding the pension enhancements that will be offered to affected employees working at the Oshawa Facilities, Windsor Transmission Plant or Lear Facility who terminate employment as a result of the closure of such plant or facility. The regular provisions of the Plan apply to the affected employees except to the extent that they are modified by this Appendix.

Part A - Definitions

A1.01 "Affected Employee" means any of an Affected Lear Employee, Affected Oshawa Truck Employee or Affected Windsor Employee, but not an Affected Oshawa Attrition Employee.

A1.02 "Affected Lear Employee" means a former Employee who was employed at the Windsor Trim operations immediately prior to January 1, 1997, whose pension entitlements are governed by Appendix C of the Plan and who terminates employment from Lear Corporation on or after June 6, 2008 as a result of the closure by Lear Corporation of the Windsor Trim operations.

A1.03 "Affected Oshawa Attrition Employee" means an Employee whose employment with the Company terminates:

- (a)** on or after May 1, 2009 as a result of the Oshawa Special Attrition Program; or
- (b)** on or after May 1, 2009 as a result of the Special Attrition Program for Skilled Trades.

A1.04 "Affected Oshawa Truck Employee" means an Employee whose employment with the Company terminates on or after August 1, 2008 as a result of the closure of the Oshawa Truck Facility.

A1.05 "Affected Windsor Employee" means an Employee whose employment with the Company terminates on or after June 1, 2009 as a result of the closure of the Windsor Transmission Plant.

A1.06 "Document 12 Attachment" means the Attachment to Document 12 Regarding the Closure of the Windsor Transmission Plant.

A1.07 "Termination Date" means:

- (a) in the case of an Affected Windsor Employee, the date when the Employee breaks service with the Company;
- (b) in the case of an Affected Oshawa Truck Employee or Affected Oshawa Attrition Employee who takes a benefit under Part C of this Appendix, the date of the Employee's exit from the workplace; and
- (c) in the case of a Affected Lear Employee, the date the Eligibility Credited Service of the Employee is considered broken under Section B of Appendix C of the Plan.

Part B – Windsor Transmission Provisions

B1.01 Enhanced Retirement Benefits

An Affected Windsor Employee who meets the eligibility requirements under a category in the table below may elect to receive a basic benefit, supplementary pension, and special allowance commencing on the date specified in the table below for the applicable category.

Category	Eligibility Requirements	Commencement Date
1	<ul style="list-style-type: none"> • 30 or more years of eligibility service on Termination Date • elects option 1 under the Document 12 Attachment 	Immediate
2	<ul style="list-style-type: none"> • age 50 or older on Termination Date • has 10 or more but less than 30 years of eligibility service on Termination Date • elects option 2 under the Document 12 Attachment 	First of the month following the earlier of: <ul style="list-style-type: none"> • the date when employee would have reached 30 years of eligibility service • attainment of age 55
3	<ul style="list-style-type: none"> • less than age 50 at Termination Date • at least 28.1 but less than 30 years of eligibility service at Termination Date • elects option 3 under the Document 12 Attachment 	First of the month following the earlier of: <ul style="list-style-type: none"> • the date when employee would have reached 30 years of eligibility service • attainment of age 55
4	<ul style="list-style-type: none"> • age 47 or older but less than 50 on Termination Date • has at least 20 but less than 28.1 years of eligibility service at Termination Date • elects option 4 under the Document 12 Attachment; 	First of the month following the earlier of: <ul style="list-style-type: none"> • the date when employee would have reached 30 years of eligibility service • attainment of age 55
5	<ul style="list-style-type: none"> • less than age 47 at Termination Date • has at least 20 but less than 28.1 years of eligibility service at Termination Date • elects option 5 under the Document 12 Attachment; 	First of the month following the earlier of: <ul style="list-style-type: none"> • the date when employee would have reached 30 years of eligibility service • attainment of age 55

The amount of basic benefit and supplementary pension shall be determined using the Affected Windsor Employee's

credited service and the benefit rates in effect on the Employee's Termination Date. The special allowance shall be determined using the special allowance benefit rate in effect on the Employee's Termination Date and, for categories 2, 3, 4 and 5, multiplied by the credited service accrued to the Employee's Termination Date and divided by 30.

Part C – Oshawa Provisions

C1.01 Leave to Retirement

An Affected Oshawa Truck Employee who:

- (a) ceases active employment at the workplace no later than December 1, 2009;
- (b) elects Option 3 under the terms of the Oshawa Site Incentive Program; and
- (c) has accrued at least 26 years of eligibility service as of his or her date of exit from the workplace;

shall be considered to be on paid leave from the Company following exit from the workplace for a period equal to 30 years minus the Employee's eligibility service at his or her exit date, or to the Employee's date of death if earlier.

An Affected Oshawa Attrition Employee who:

- (a) ceases active employment at the workplace no later than:
 - (i) December 1, 2009 in the case of an Employee described in subsection A1.03(a)
 - (ii) December 31, 2012 in the case of an Employee described in subsection A1.03(b);
- (b) has accrued at least 26 years of eligibility service as of his or her date of exit from the workplace (27 years in the case of an Affected Oshawa Attrition Employee described in subsection A1.03(b));

shall be considered to be on paid leave from the Company following exit from the workplace for a period equal to 30 years minus the Employee's eligibility service at his or her exit date, or to the Employee's date of death if earlier.

During this leave the Affected Oshawa Truck or Affected Oshawa Attrition Employee shall continue to accrue credited service pursuant to Article II, Section 2(a) as if the Employee has 1700 compensated hours each year, subject to the limits in Article II, Section 3 of the Plan.

At the end of such leave the Affected Oshawa Truck Employee or Affected Oshawa Attrition Employee shall retire pursuant to Article I, Section 2(a)(3) and the benefits payable to such Employee shall be determined using the Employee's credited service at date of retirement and the benefit rates in effect at that time.

Part D – Grow-In & Statutory Options

D 1.01 Grow-In

Notwithstanding the provisions of Article I, Section 2 and Article V, Section 2 of the Plan, if the attained age plus eligibility service of an Affected Employee equals or exceeds 55 years on his Termination Date then the Affected Employee may elect retirement benefits under the terms of the Plan, not including the provisions of Part B or C of this Appendix. For this purpose the following rules apply:

- (a) Eligibility for any particular type of retirement shall be determined as if the Employee had continued to work for the Company until the retirement date selected by the Employee.
- (b) Credited service for purposes of calculating the amount of basic benefit, and supplementary pension if applicable, shall be determined based on credited service accrued to the Employee's Termination Date.
- (c) The amount of basic benefit shall be determined using the basic benefit rate in effect on the Employee's Termination Date, adjusted for any reduction for early retirement which may apply to the type of retirement elected by the Employee.

- (d) If the Employee has at least 10 years of eligibility service on Termination Date, then the Employee shall qualify for the supplementary pension and the amount shall be calculated using the supplementary pension rate in effect on the Employee's Termination Date.
- (e) If the Employee has at least 10 years of eligibility service on Termination Date and under paragraph (a) would be considered to have accrued 30 years of eligibility service by the selected retirement date, then the Employee shall qualify for the special allowance and the amount of the special allowance shall be determined using the rate in effect on the Employee's Termination Date, multiplied by the credited service of the Employee determined under paragraph (b) above (but not exceeding 30) divided by 30.

D1.02 Immediate Vesting

An Affected Employee who is not eligible to retire under Part B or C of this Appendix, or clause D1.01 shall, when the Employee reaches his or her Termination Date, be entitled to receive a deferred pension under Article V, Section 2 of the Plan regardless of the length of his or her participation in the Plan. The basic benefit of such Employee shall be determined using the basic benefit rate in effect on the Employee's Termination Date.

D1.03 Full Portability

Notwithstanding the provisions of Article V, Section 2(c) of the Plan, an Affected Employee who is entitled to a pension under the regular terms of the Plan not including the provisions of Part B or C of this Appendix or to retire under clause D1.01 of this Appendix may elect to transfer the commuted value of such retirement benefits to one of the locked-in vehicles listed in Article V, Section 2(c)(3) of the Plan provided that the Affected Employee notifies the Company of such selection in such form and manner as complies with the Act.

D1.04 Timing of Election

An Affected Employee who wishes to retire pursuant to clause D1.01 or elect a transfer pursuant to clause D1.03 of this Appendix must complete and deliver to the Company an election, in the form prescribed by the Company, within 90 days of receipt of the statement setting out his entitlements under this Appendix. An Affected Employee who fails to complete and deliver such form within the stated time shall, if such Employee has broken service with the Company, and subject to the requirements of Applicable Pension Laws, be deemed to have elected to receive a deferred pension payable under the terms of the Plan and this Appendix and commencing at the earliest date when it will be unreduced for early commencement.

Part E – Miscellaneous

E1.01 No Duplication of Options

An Affected Employee may not elect to receive benefits under more than one of Part B, C, or D of this Appendix or the regular provisions of the Plan.

E1.02 ITA Limits

Notwithstanding any other provision of this Appendix, the benefits payable under this Appendix shall not exceed the relevant limits in Article I, Section 10 and 11.

APPENDIX M

DEFINED CONTRIBUTION PROVISIONS

This Appendix contains the defined contribution provisions of the Plan and it applies to employees who were hired on or after October 1, 2012. A reference to employee in this Appendix M means an employee who is, or has, accrued defined contributions under this Appendix.

M1 Definitions

In this Appendix the terms Applicable Pension Laws, Beneficiary, Company, Credited Service, Employee, Revenue Rules, Seniority and Spouse have the same meanings as in the defined benefit provisions found in the rest of the Plan. In addition the terms below have the meanings set out below for purposes of this Appendix.

“**Defined Contribution Account**” means the account established under Section M2.02 for an employee comprised of all contributions made under the terms of this Appendix by the employee and by the Company in respect of the employee.

“**Employee Contribution**” means a contribution made by an Employee pursuant to Section M3.02 and M3.03.

“**Employer Contribution**” means a contribution made by the Company in respect of an Employee pursuant to Section M3.01 and M3.03.

“**Funding Agreement**” means the written trust agreement or agreements or insurance contract or contracts between the Company and the funding agent(s) for the purposes of the defined contribution assets under this Appendix, as amended, substituted or replaced from time to time.

“**Funding Agent**” means the trust company or insurance company chosen by the Company under Section M2.01 to hold the defined contribution assets under this Appendix.

M2 FINANCING

M2.01 Funding Agent

The Company shall designate a funding(s) agent and execute a funding agreement(s) with such funding agent for the purpose of receiving and holding Company and employee contributions under this Appendix.

M2.02 Defined Contribution Accounts

The Company shall direct the funding agent to establish a defined contribution account for each employee covered by this Appendix comprised of all contributions made under the terms of this Appendix by the employee and by the Company in respect of the employee, adjusted by any investment gains or losses net of fees and charges that may be allocated in determining gains and losses, and reduced by all fees and expenses that are charged to the account.

M2.03 Investment of Defined Contribution Accounts

The Company shall determine the investment options available for defined contribution accounts and may modify such options from time to time as it considers appropriate. Each employee covered by this Appendix may direct the investment of his defined contribution account in one or more of the investment options made available under the terms of the funding agreement, subject to the terms of the funding agreement and/or any rules prescribed by the Company, including those relating to the default investments for any employee who fails to submit instructions concerning the investment of his defined contribution account. An employee with a defined contribution account may change investment selections with such frequency as may be permitted by the Company or provided under the terms of the applicable funding agreement. In the absence of directions provided by the employee, the employee's defined contribution account shall be invested in such default investment option as may be determined by the Company from time to time and as may be changed by the Company from time to time.

The investment earnings, gains and losses arising within each investment option for defined contribution accounts shall be determined in accordance with the terms of the funding agreement and allocated to the defined contribution accounts no less frequently than monthly.

M2.04 Fees and Expenses

All fees and expenses in connection with the investment of the defined contribution accounts and the defined contribution provisions of this Appendix, including without limitation investment management fees, investment counsel fees, brokerage fees, commissions and transfer taxes, shall be paid by way of adjustment to the net investment returns of the respective defined contribution accounts, subject to the provisions of the funding agreement.

All fees and expenses in connection with the operation and administration of the defined contribution accounts and the defined contribution provisions of this Appendix, including without limitation set up fees, record-keeping, plan and account information updates and statements, transaction records, and custodial fees will be the responsibility of the Company.

Any fees related to a specific transaction initiated by an employee or former employee, including penalty fees, shall be deducted from his defined contribution account, in accordance with the terms of the funding agreement.

M2.05 Use of Defined Benefit Surplus for DC Contributions

At the discretion of the Company, and subject to Applicable Pension Laws, and in lieu of cash contribution to defined contribution accounts, the Company may use surplus from the trust fund under the defined benefit provisions of the Plan, to satisfy the Company's contribution requirements, in whole or in part, under Section M3.01 or M3.03 of this Appendix.

M2.06 Limited Obligation

The obligation of the Company with respect to the funding of benefits under this Appendix M is limited to the obligation to remit contributions pursuant to Section M3. This Appendix does not constitute any guarantee by the Company as to the sufficiency of a defined contribution account or the investment returns earned in the defined contribution account of an employee, or to the sufficiency of the amount of the benefit which will be payable to or in respect of the employee upon his retirement, termination or death.

M3 CONTRIBUTIONS

M3.01 Company Contributions

The Company shall make contributions on behalf of each employee covered by this Appendix at the applicable rate set forth in the table below for allocation to the employee's defined contribution account. The Company contributions shall be calculated for each compensated hour worked by the employee, to a maximum of 2080 hours in a calendar year.

<u>Benefit Class Code</u>	<u>Contributions During</u>		
	<u>Years 0 to 4 of Seniority (inclusive)</u>	<u>Years 5 to 7 of Seniority (inclusive)</u>	<u>8 or More Years of Seniority</u>
<u>A</u>	<u>\$0.25</u>	<u>\$0.50</u>	<u>\$0.75</u>
<u>B</u>	<u>\$0.25</u>	<u>\$0.50</u>	<u>\$0.75</u>
<u>C</u>	<u>\$0.25</u>	<u>\$0.50</u>	<u>\$0.75</u>
<u>D</u>	<u>\$0.30</u>	<u>\$0.60</u>	<u>\$0.90</u>

An adjustment of the contribution rate in respect of an employee due to an increase in seniority shall become effective as of the beginning of the first pay period after the employee's seniority reaches the next applicable level. The Company contributions shall be paid and allocated to the employee's defined contribution account within 30 days following the end of the month in respect of which the contributions are made.

M3.02 Employee Contributions

An employee covered by this Appendix shall make contributions at the applicable rate set forth in the table below for allocation to the employee's defined contribution account. The contributions shall be calculated for each compensated hour worked by the employee, to a maximum of 2080 hours in a calendar year.

<u>Benefit Class Code</u>	<u>Contributions During</u>		
	<u>Years 0 to 4 of Seniority (inclusive)</u>	<u>Years 5 to 7 of Seniority (inclusive)</u>	<u>8 or More Years of Seniority</u>
<u>A</u>	<u>\$0.50</u>	<u>\$1.00</u>	<u>\$1.50</u>
<u>B</u>	<u>\$0.50</u>	<u>\$1.00</u>	<u>\$1.50</u>
<u>C</u>	<u>\$0.50</u>	<u>\$1.00</u>	<u>\$1.50</u>
<u>D</u>	<u>\$0.60</u>	<u>\$1.20</u>	<u>\$1.80</u>

An adjustment of the contribution rate of an employee due to an increase in seniority shall become effective as of the beginning of the first pay period after the employee's seniority reaches the next applicable level. Employee contributions shall be paid and allocated to the employee's defined contribution account within 30 days following the end of the month in which the employee contributions are withheld.

M3.03 Contributions During Leaves and Absences

The Company shall continue to make monthly contributions calculated under Section M3.01 in respect of an employee for any period when the employee is not actively at work but accrues credited service under Section 2 of Article II. Such contributions shall be calculated based on the number of compensated hours credited under the applicable provisions of Section 2 of Article II except that the limit on such contributions in a calendar year shall be based on 2080 compensated hours rather than 1,700 hours.

An employee may elect to continue to make contributions for any period when the employee is not actively at work but accrues credited service under Section 2 of Article II. Such contributions shall be calculated based on the number of compensated hours credited under the applicable provisions of Section 2 of Article II provided that such contributions shall not be based on more than 2080 compensated hours in any calendar year.

Company and employee contributions shall cease during all other periods of unpaid leave or absence not referenced in this Section M3.03.

M3.04 Maximum Contribution Limit

Notwithstanding any other provision of this Section M3, the total of all contributions made or allocated to an employee's defined contribution account for any calendar year shall not exceed the lesser of:

- (a) the money purchase limit for the year; and
- (b) 18% of the employee's compensation for the year,

minus the employee's pension credit for the year under the defined benefit provisions of the Plan, and for the purposes of this provision, "money purchase limit" has the meaning given to that term under the Revenue Rules.

In addition, the limits respecting "prescribed compensation" under the Revenue Rules shall apply for contributions made during a period in which the employee does not receive compensation, other than when the employee is "disabled" as defined under the Revenue Rules. In no event shall the contributions made in a calendar year to an employee's defined contribution account result in a pension adjustment or any other limits being exceeded, as required by the Revenue Rules.

M3.05 Repayment of Excess Contributions

If the total contributions to a defined contribution account in respect of an employee for a calendar year exceed the limit set out in Section M3.04 or otherwise cause the Plan's registration to be revocable under Revenue Rules, such contributions shall be returned to the Company and employee, in proportion to the contributions made by each during the year, subject to conditions and approval procedures under Applicable Pension Laws. Upon such repayment, the balance of the employee's defined contribution account shall be adjusted accordingly. Any repayments required by this Section shall be made no later than the last day of February in the year following the calendar year in which the excess arose.

M4 RETIREMENT BENEFITS

M4.01 Amount of Benefit

An employee who retires on, before or after his normal retirement date pursuant to Section 1, 2 or 3 of Article I may elect to:

- (a) transfer the balance of his defined contribution account to purchase an annuity from an insurance company licensed to carry on business in Canada;
- (b) transfer the balance of his defined contribution account to another registered pension plan, provided that the administrator of the other plan permits the transfer; or
- (c) transfer the balance of his defined contribution account to a life income fund, a locked-in retirement account, or such other retirement savings vehicle as prescribed under the Applicable Pension Laws.

If an employee fails to elect to transfer pursuant to (a), (b) or (c) above, within the timeframe prescribed by the Applicable Pension Laws, then the Company may select an insurance company and purchase an annuity on behalf of the employee or may settle the employee's entitlement in any other way permitted by the Applicable Pension Laws. Such annuity shall be payable commencing at the employee's normal retirement date and in the normal form specified in Section M5.01 or M5.02, as applicable. In no case shall the Company, nor any of its officers, directors or employees be liable in any way as a result of the Company's selection of such insurance company or the purchase or selection of an annuity or as a result of any other settlement made by the Company.

Upon any such transfer or purchase pursuant to this Section M4.01, the employee shall have no further rights or entitlement under this Appendix.

M5 FORM OF ANNUITY

M5.01 Normal Form of Annuity

If an employee's defined contribution account is transferred to purchase an annuity from an insurance company pursuant to Section M4.01 or M6.01, the normal form of annuity shall be a

benefit payable in equal monthly instalments for the lifetime of the employee.

M5.02 Automatic Normal Form for Employee with a Spouse

Notwithstanding Section M5.01 above, if the employee has a spouse on the date on which annuity payments commence to be paid, the annuity must be paid as a joint and survivor annuity payable in equal monthly instalments for the life of the employee and payable after the employee's death to the spouse for the spouse's life in monthly instalments equal to at least 60% of the amount the employee was receiving immediately before his death. This requirement shall not apply if the employee and his spouse complete the prescribed form of waiver under the Applicable Pension Laws within the timeframe prescribed by the Applicable Pension Laws prior to the date the annuity payments commence, and file the completed form with the insurance company that provides the annuity.

M5.03 Optional Forms

Subject to the availability of optional forms from an insurance company licensed to carry on business in Canada, and subject to the Revenue Rules and the Applicable Pension Laws, an employee may elect to purchase his retirement annuity or deferred retirement annuity in a form other than those set out under Sections M5.01 and M5.02, subject to the requirement to provide a prescribed form of waiver if the provisions of Section M5.02 apply.

M6 TERMINATION BENEFITS

M6.01 Termination Benefits

If an employee breaks seniority for any reason other than death or retirement, he is entitled to transfer the balance of his defined contribution account as provided in Section M4.01.

If an employee fails to elect to transfer pursuant to Section M4.01, within 90 days of receiving his termination statement from the Company, then the Company may settle the employee's entitlement in accordance with the default under Section M4.01. Any annuity resulting from the transfer of the employee's defined contribution account shall be payable in accordance with Section M5. In no case shall the Company, nor any of its

officers, directors or employees be liable in any way as a result of the selection of such insurance or the purchase or selection of an annuity.

Upon any such transfer or purchase pursuant to this Section, the employee shall cease to be an employee and shall have no further rights or entitlement under this Appendix.

M7 DEATH BENEFITS

M7.01 Pre-Retirement Death Benefit

If an employee dies before electing a transfer of his defined contribution account in accordance with either Section M4 or Section M6, then a pre-retirement death benefit shall be paid to the surviving spouse of the employee equal to the balance of his defined contribution account.

M7.02 Form of Pre-Retirement Death Benefit

The surviving spouse of an employee may elect to have the death benefit in Section M7.01 payable in one of the following forms:

- (a) a lump sum payment, subject to withholding taxes as required by law;
- (b) an annuity purchased from an insurance company licensed to carry on business in Canada payable for the spouse's lifetime in such amount as may be provided by (a) above, commencing at any time prior to December 31 of the calendar year in which the spouse attains age 71 (or such other date as permitted under the Revenue Rules); or
- (c) a direct transfer of the lump sum amount to the spouse's registered retirement savings plan or to the spouse's registered pension plan if the administrator of the plan accepts such transfer.

If the spouse fails to make an election within 90 days of being advised of the optional forms of settlement available under this Section, the spouse shall be deemed to have elected a lump sum payment under (a).

M7.03 Waiver of Pre-Retirement Death Benefit

A spouse of an employee may waive entitlement to the pre-retirement death benefit payable under Section M7.01 by completing and filing a waiver with the Company in the form and manner prescribed under the Applicable Pension Laws. In such case, the pre-retirement death benefit shall be payable as if the employee had no spouse on his date of death.

M7.04 Payment to Beneficiary

If an employee does not have a spouse at time of death, or if the spouse has waived his entitlement to the death benefit in accordance with Section M7.03, then the pre-retirement death benefit payable under Section M7.01 shall be paid to the beneficiary or, if none, to the estate of the employee, in a lump sum, subject to withholding taxes required by law.

M8 OTHER PROVISIONS

M8.01 Provisions from Main Plan

The following provisions from the main Plan apply under this Appendix, modified as necessary to reflect defined contribution provisions:

- (a) the administration provisions of Article IV generally;
- (b) the small benefit provisions of Article IV, Section 6 shall apply to the combined defined benefits and defined contribution entitlements of an employee;
- (c) the non-alienation provisions of Article V, Section 3;
- (d) all provisions of Article VI (miscellaneous);
- (e) Sections 1 and 2 of Article VII, Section 1 and 2 regarding the amendment and termination of the Plan, except that on a termination of the Plan each defined contribution account shall be applied as provided under Section M4.01 or M6.01 as applicable for the benefit of the employee;
- (f) the following provisions of Appendix D (Manitoba employees):

- (1) Section 1 (spousal relationship);
 - (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);
- (g) the following provisions of Appendix G (Quebec employees):
 - (1) Section 1 (spousal relationship);
 - (2) Section 4 (temporary pension); and
 - (3) Section 6 (non-residency);
- (h) the following provisions of Appendix I (Alberta employees):
 - (1) Section 1 (spousal relationship);
 - (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);
 - (3) Section 3 (50% unlocking); and
 - (4) Section 4 (non-residency);
- (i) the following provisions of Appendix J (British Columbia employees):
 - (1) Section 1 (spousal relationship);
 - (2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);
 - (3) the small benefit provisions of Section 3 shall apply to the combined defined benefits and defined contribution entitlements of an employee); and
 - (4) Section 4 (non-residency);

(i) the following provisions of Appendix K (New Brunswick employees):

(1) Section 1 (spousal relationship);

(2) Section 2 applies to lock in a pre-retirement death benefit so that a lump sum is not available and a transfer shall be made to one of the options under M4.01(a), (b) or (c);

(3) the small benefit provisions of Section 3 shall apply to the combined defined benefits and defined contribution entitlements of an employee); and

(4) Section 4 (non-residency).

Mr. Ken Lewenza
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza:

During our discussions in the 1973 negotiations, the Union pointed out that the names of 67 employees from the Company's Oshawa location, who were absent from work because of layoff on or after January 18, 1965 and before January 1, 1968 as the direct result of the Canada - United States Automotive Trade Agreement, did not appear on listings previously prepared by the Company and submitted to the federal government. The names of these employees have been furnished to the Company by the Union.

Accordingly, upon their application, the Company will provide each of these employees, who has seniority on December 17, 1973, with credited service for 40 hours for each complete calendar week of such absence during which the employee had seniority, up to a maximum of one year of credited service for such absence. Not more than one year of credited service shall be granted for any calendar year and no duplication of credited service shall result for any such employee.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

STATEMENT OF INTENT

Notwithstanding the provisions of Exhibit A, Section 3(c), and Appendix F of The General Motors Canadian Hourly-Rate Employees Pension Plan, Insurance Items Agreed To of The General Motors Canadian Group Life and Disability Insurance Program For Hourly-Rate Employees, Insurance Items Agreed To of the General Motors Canadian Health Care Insurance Program for Hourly-Rate Employees, Articles IV and V of the Canadian Supplemental Unemployment Benefit Plan, and the Items Agreed to by GM-CAW SUB Board of Administration, which deal with local union representatives for each of these benefit plan areas, the Company and the Union agree as follows:

1. (a) In plants having a total of at least 1,500 but less than 3000 employees on second and third shift operations combined, there may be one local union benefit representative assigned to the second shift. There shall be no increase in the total number of local union representatives and alternates at such plants.

(b) In plants having a total of 600 or more but less than 1,500 employees on second and third shift operations combined, there may be one local union benefit representative assigned to the second shift. In addition, in such plants, there will be one member of the local Pension Committee, one member of the local Insurance Committee, and one member of the local Supplemental Unemployment Benefit Committee. Each such member shall have an alternate.

2. The second shift local union benefit representative will be designated by the National Union CAW Representative. Such second shift local union benefit representative may perform any and all of the duties of the local union representatives designated under the Pension Plan, Group Life and Disability Insurance Program, Health Care Insurance Program, and the Supplemental Unemployment Benefit Plan.

3. The time available to such second shift local union benefit representative will not be affected by the time available and/or used by local union benefit representatives on the first shift. However, the total time spent by such second shift local union benefit representative may not exceed eight (8) hours of available time in a day.

4. In each plant covered by the GM-CAW collective bargaining agreement with less than 600 employees at work on the effective date of the collective bargaining agreement covering such employees, there shall be one local union benefit representative and one alternate.

5. The member of the local Pension Committee, the member of the local Insurance Committee, the member(s) of the local Supplemental Unemployment Benefit Committee, the second shift local union benefit representative, and the local union benefit representative shall be retained on the shift to which assigned when appointed as such member or representative regardless of seniority, provided there is a job that is operating on the member's assigned shift which is within the member's job classification and which the member is able to perform.

6. The Benefit Plans - Health and Safety office may be used by the local union benefit representatives during their regular working hours:

(a) To confer with retirees, beneficiaries, and surviving spouses who ask to see a benefit representative with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, and Health Care Insurance Agreements.

(b) If the matter cannot be handled appropriately in or near the employee's work area, to confer with employees who, during their regular working hours, ask to see a benefit representative with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, Health Care Insurance and SUB Agreements.

(c) To confer with employees who are absent from, or not at work on, their regular shift and who ask to see a benefit representative with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, Health Care Insurance and SUB Agreements.

(d) To write position statements and to complete necessary forms with respect to any case being appealed to the SUB or Pension Boards, and to write appeals with respect to denied life, health care, and disability claims.

(e) To file material with respect to the Pension, Group Life and Disability Insurance, Health Care Insurance and SUB Agreements.

(f) To make telephone calls with respect to legitimate benefit problems under the Pension, Group Life and Disability Insurance, Health Care Insurance and SUB Agreements.

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

During these negotiations the parties discussed and agreed to study a proposal to provide long-term total and permanent disability income on an insured basis, rather than requiring disabled employees to retire under the provisions of the Pension Plan, as at present. However, sufficient time did not exist during these negotiations for the parties to work out the involved details necessary to accomplish this modification.

Therefore, the parties have agreed to study the issue and, if we mutually agree it's desirable, to work out jointly the provisions necessary to provide long-term total and permanent disability income under the provisions of the Group Life and Disability Insurance Program, to eliminate the total and permanent disability provisions under the Pension Plan, without disruption of any existing levels of survivor benefits, and to attempt to incorporate such jointly-agreed upon provisions into the Group Life and Disability Insurance Program at the earliest practicable date.

Very truly yours,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

It is understood that there will be no reduction in any monthly supplementary pension or special allowance due to the receipt or eligibility for an early retirement pension under the Canada Pension Plan and/or the Quebec Pension Plan.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

This will confirm our understanding reached during 1987 negotiations, with respect to former General Motors' employees who were members of CAW Local No. 728 (St. Eustache) and CAW Local No. 698 (Montreal Truck Centre) who were employed by Greyhound Canada Inc. (who do business under the name of Motor Coach Industries) and Snyder GMC Truck Centre, the respective purchasers of the former General Motors' facilities.

We agreed that certain employees, as outlined in the partial Pension Plan windups dated September, 1987 which were submitted to The Pension Commission of Ontario, who participated in our Plan and elect to remain in our Plan, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

In the 1960's, it was a common industry practice to have two seniority lists - one for men and one for women, with neither seniority group being able to exercise bumping rights outside of their group. As a consequence, women were in effect laid off out of line of seniority, had there been one seniority list. In the 1970 Local Agreements, the parties agreed to integrate seniority lists.

During these negotiations, the Company agreed to investigate the credited service of women who had worked in St. Catharines, Oshawa and London Diesel who were laid off in the 1965-1970 time period because of the use of two seniority lists. The list of these employees shall be supplied by the Union.

Where appropriate, the Company agreed to adjust these employee's credited service and/or seniority to the extent they would not have been laid off had there not been two seniority lists.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

This letter confirms the understanding reached during negotiations that certain expenses necessary for the proper administration of the General Motors Canadian Hourly-Rate Employees Pension Plan will be paid from the trust fund, unless the Company elects to pay such expenses. These expenses fall into the following categories:

1. Fees for trustee, investment management, actuarial, systems and programming services.
2. Reimbursement of the Company for the direct cost of benefit administration performed by the Company for the General Motors Canadian Hourly-Rate Employees Pension Plan, excluding wages for Company personnel.

This understanding is in conformance with Section 2 of Exhibit A of the Pension Plan which states: "Expenses of the Plan, such as actuarial fees, investment management fees, trustee fees and administration costs, may also be payable from the trust fund or insured fund at the option of the Company."

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

During the 1999 negotiations the parties agreed to increase the earnings limitation on the special allowance benefit to the level of the Yearly Maximum Pensionable Earnings (YMPE).

In the event that any Financial Services Commission of Ontario or Canada Revenue Agency rulings or legislation have adverse financial implications for either the Company or for retirees, the parties agree that the earnings limitation will be changed to the greater of \$22,000 or 50% of the YMPE.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

This will confirm the understanding reached during the 1999 negotiations between the parties, concerning retirements, terminations or deaths occurring on or after January 1, 1992, for employees who have earned credited service after January 1, 1992 under more than one General Motors of Canada, General Motors Corporation or affiliate of General Motors Corporation Pension Plan or Retirement Program.

- If the employee transfers between such plans, the associated benefit will be paid from the respective plan where the credited service was earned, using applicable benefit rates in effect under each of the plans at the time of retirement, termination or death. Post retirement increases for each respective plan will be payable based on the credited service accrued from each respective plan.
- The credited service earned under each plan will be totalled and considered as "eligible credited service" for the purpose of meeting eligibility requirements, such as thirty years of service or 85 points.
- If the employee is entitled to a supplementary pension and/or a special allowance benefit, from more than one plan, based on the total "eligible credited service", then the supplementary pension and/or the special allowance benefit will be coordinated between plans. These benefits will be paid from each respective plan, on a prorated basis in the order the credited service was accrued, until the maximum benefit is reached (i.e. an employee retiring with 35 years of credited service, where the first 25 years were earned from one plan and the next 10 years from another plan -a benefit based on 30 years would be prorated and paid from the first plan based on 25 years and from the second plan on 5 years, assuming the employee transferred to the second plan after January 1, 1992).

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

This will confirm our understanding reached during 1993 negotiations, with respect to former General Motors' employees who were members of CAW Local No. 252 (Toronto Truck Centre).

We agreed that certain employees, as outlined in the partial Pension Plan windup report dated February, 1993 which was submitted to The Pension Commission of Ontario, who participated in our Plan and elect to remain in our Plan, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

The parties agree that if an employee's total pension benefit is reduced because of the application of Section 10 or Section 11 of Article I, then the Company agrees to pay to such employee an equivalent pension from general revenues so long as the commuted value of that pension exceeds 4% of the YMPE at time of retirement.

When the commuted value is 2% or less of the YMPE at the time of retirement, the retired employee will be paid the value as a lump sum. Any other reductions in pension due to regulatory requirements shall continue to be paid as a lump sum at retirement. The payment could be treated as a retiring allowance and rolled tax free into a Registered Retirement Savings Plan (RRSP), to the extent permitted under Canada Revenue Agency regulations.

The determination of the commuted value shall be made at the time the employee's seniority ceases, based on the recommendations specified in the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values that are in effect at that time.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza:

This will confirm our understanding reached during 1999 negotiations, with respect to former General Motors' employees who were members of CAW Local 1973 (Windsor Trim) who were employed by Peregrine Windsor, Inc., the purchaser, and any subsequent successor companies, of the former General Motors' facility.

We agreed that certain employees, as outlined in the attachment to Document 12 regarding the Sale of the Windsor Trim Operation in the Master Agreement dated October 22, 1996, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza:

This will confirm our understanding reached during the 1999 negotiations, with respect to General Motors' employees who were members of CAW Local 303 (Scarborough).

We agreed that certain employees who were not re-employed by General Motors and were entitled to pension benefits as outlined in the partial Pension Plan windup dated August 31, 1993, which was submitted to The Pension Commission of Ontario, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza:

This will confirm our understanding reached during the 2005 negotiations, with respect to General Motors' employees who were members of CAW Local 1163 (Boisbriand).

We agreed that certain employees who were not re-employed by General Motors and were entitled to pension benefits shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

During negotiations the parties discussed that employees may from time to time wish an estimate of the commuted value of their pension benefit for purposes of personal planning. The parties understand that for certain situations, such as marriage breakdown, there are different methods of determining commuted values, and it is not our intent that these commuted values be used for any situation other than personal planning.

Therefore, the parties agreed that estimates of commuted values would be provided, but that they would be restricted to termination calculations assuming an effective date of the day requested. Requests for such estimates will be restricted to once during the life of the Master Agreement. As these are termination calculations, they will not be provided to employees who are retirement-eligible. Retirement-eligible employees currently are provided retirement estimates upon request, which can be used for personal planning.

The commuted value calculation basis will be similar to those specified in the Canadian Institute of Actuaries Standard of Practice for Determining Pension Commuted Values that are in effect at that time. There will be a \$150 administration fee for each commuted value request.

The parties discussed and understand that many factors affect the calculation of a commuted value. Employees will be instructed that the commuted value calculation is valid only on the effective date of the calculation and based on the actuarial assumptions outlined in the estimate and plan benefits in effect on that date. As any change to the assumptions used in the calculation could affect the calculation, the calculation should be considered to be an estimate only and not an obligation of a payout amount.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner

General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

During the 1999 negotiations the parties discussed the extensive length of layoff at the Transmission Plant in Windsor due to plant retooling. The layoff period discussed included the time from July 1991 through May 1999.

It was agreed by the parties that credited service would be granted to seniority employees as of October 19, 1999 who were laid off during this time period because of the retooling.

Employees will be required to complete an application to be granted this credited service and a grant of credited service to an employee shall only be effective to the extent that the Minister of National Revenue has certified any Past Service Pension Adjustment that arises in respect of such credited service.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Joint Letter on Public Pension Policy and Guarantees

General Motors of Canada Limited (GMCL) recognizes the importance of contributing to the lifetime income security of its long-term employees as evidenced by the high quality of the pension program it sponsors.

The ability of employers to offer and fund these programs is affected by a number of factors. The long term financial strength of the employer is crucially important. Broader financial market developments impact both the cost and the risk of pension programs. And broader public policy also impacts on the effectiveness and sustainability of these programs.

As GMCL and the CAW continue their joint efforts to negotiate programs providing retirement benefits for our employees and members, we also believe there is a need for Canada's broader pension policies to evolve to better support these programs.

Our employer-sponsored pension benefits, together with benefits paid by the public pension system including CPP and OAS benefits, have the goal of providing adequate combined income levels during retirement. This requires that public pensions provide an essential foundation upon which employer-sponsored plans can be built.

Over time, however, those public benefits have provided a diminishing share of income replacement for many Canadian retirees, including CAW members. In the future, policy-makers should aim to reverse this relative erosion in public pension benefits. This will enhance the retirement security of millions of Canadian workers, and will also enhance the ability of employer-sponsored plans to more effectively reach desired income replacement targets.

The regulatory system governing employer-sponsored pension funds is another factor influencing both the cost and accessibility of defined benefit plan coverage. Regulations governing the provision of defined benefit plans should facilitate the efforts of plan sponsors to provide promised benefits to retirees. Pension funding is highly sensitive to changes in financial markets and interest rates.

To assist the sponsors of defined benefit plans in meeting these challenges, pension funding rules should reflect an appropriate balance between ensuring the long-run viability and security of these plans, and reducing the financial burden associated with providing such plans. Governments must also play a direct role in stabilizing the defined benefit pension system by providing a financial backstop, in appropriate circumstances, in the form of an effective and meaningful guarantee system for pension benefits.

Employers providing pension benefits have the primary responsibility for ensuring that their plans are adequately funded, and pension regulations should continue to reflect this. But in instances of dramatic financial turbulence, and/or serious problems in the financial viability of plan sponsors, it is essential both to the income security of plan participants and to the credibility and sustainability of our country's overall pension system that benefits under employer-sponsored defined benefit plans are backed by an effective and adequate guarantee system.

The guarantee system should be funded in a manner which does not place an undue burden on plan sponsors who meet their funding obligations.

We believe that appropriate levels of public pension benefits, coupled with a viable guarantee system, can be constructed in an efficient manner without undue burden on plan sponsors, participants, or taxpayers. We believe these essential elements would greatly enhance our joint efforts to provide for a healthy and secure retirement income for our employees and members.

Mr. Ken Lewenza,
President, National Union CAW
National Automobile,
Aerospace, Transportation
and General Workers
Union of Canada (CAW- Canada)

David Wenner
General Director,
Labour Relations
General Motors of
Canada Limited

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

This will confirm our understanding reached during 2008 negotiations, with respect to former General Motors' employees who were members of CAW Local 27 (London Defense) who were employed by General Dynamics Land Systems, Inc., the purchaser, and any subsequent successor companies, of the former General Motors' facility.

We agreed that certain employees, as outlined in the attachment to Document 12 regarding the Sale of the London Defense Operation in the Master Agreement dated September 27, 2005, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza,
President, National Union CAW

Mr. Ken Lewenza,
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza,:

This will confirm our understanding reached during 2008 negotiations, with respect to former General Motors' employees who were members of CAW Local 27 (London Locomotive) who were employed by Electro-Motive Diesel, Inc., the purchaser, and any subsequent successor companies, of the former General Motors' facility.

We agreed that certain employees, as outlined in the attachment to Document 12 regarding the Sale of the London Locomotive Operation in the Master Agreement dated September 27, 2005, shall be paid benefits under the provisions of the General Motors Canadian Hourly-Rate Employees Pension Plan in effect at the time these employees retire.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved:

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza
President, National Union CAW

Mr. Ken Lewenza
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza:

During these negotiations, the parties discussed the contribution requirement of employees who were newly hired or rehired by the Company. The parties agreed to the following provisions with respect to employee required contributions.

Employees first hired by the Company, or rehired by the Company and who have had credited service re-instated pursuant to the provisions of Exhibit A-1, Article II, Section 5, on or after October 1, 2009 and before October 1, 2012 will be required to make contributions as defined in Exhibit A-1, Article III, Section 2(c) and shall have their credited service limited to thirty (30) years pursuant to Exhibit A-1, Article II, Section 3(a).

Employees who were last hired prior to October 1, 2009 and lost seniority as a result of being discharged by the Company, who have been reinstated and whose full seniority has been restored through the Grievance Procedure will not be required to make contributions as defined in Exhibit A-1, Article III, Section 2(c) and shall not have their credited service limited to thirty (30) years pursuant to Exhibit A-1, Article II, Section 3(a).

Employees who lost seniority as a result of being discharged by the Company, who have been reinstated and whose full seniority has not been restored through the Grievance Procedure will be required to make contributions as defined in Exhibit A-1, Article III, Section 2(c) and shall have their credited service limited to thirty (30) years pursuant to Exhibit A-1, Article II, Section 3(a).

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner
General Director, Labour Relations

Accepted and Approved

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza, President National Union CAW

Mr. Ken Lewenza
President, National Union CAW
205 Placer Court
North York, Ontario

Dear Mr. Lewenza:

The parties recognize that the unprecedented global downturn in financial markets, combined with difficulties inherent in current pension fund regulation, have contributed to the emergence of a pension funding difficulty for General Motors of Canada Limited (the “Company”) that is unsustainable and puts at risk the security of pensions for current and future retirees. To address this challenge, as part of the Company’s overall restructuring plan, the parties agree to the following steps to improve the funding and sustainability of the General Motors Canadian Hourly-Rate Employees Pension Plan (the “Pension Plan”).

For purposes of this Framework:

- (a) “Act” means the Pension Benefits Act, Revised Statutes of Ontario 1990, Chapter P.8
- (b) “Effective Date” means the first day of the month following satisfaction of the conditions contained in paragraph 9 below.
- (c) “Regulation” means Regulation 909, R.R.O.
- (d) “Special Regulation” means the special regulation applicable to the Company’s pension plan(s).

The parties agree that:

- 1 Upon Government approval of the Company’s 2009 restructuring plan and long term Government support, the Company will make a payment of approximately \$3.27 billion to the fund of the Pension Plan within one month after rescinding qualifying plan status.
- 2 The Company will rescind its election to treat the Pension Plan as a qualifying plan under Section 5.1 of the Regulation once the necessary consents are in place to permit the Company to elect 10 year funding under the Ontario solvency funding relief measures, and to exempt the plan from grow-in funding under paragraph 9(a).

- 3 The Company will transition to solvency funding under the terms of the Ontario solvency funding relief measures and on the basis of the Prior Year Credit Balance provision once the conditions described in paragraph 2 are satisfied.
- 4 The Company may treat any portion of the substantial payment that exceeds the minimum contributions required for that year under the Regulation as excess contributions that generate a prior year credit balance, as that term is used in section 5(16) of the Regulation. Notwithstanding the foregoing, there shall be a minimum contribution made by the Company each year, as specified in the Special Regulation or other special arrangement with the government applicable to the Company.
- 5 The CAW will give its consent for the Company to elect the 10 year funding under the Ontario solvency funding relief measures once they are in force and it will give its consent, if required, for the exemption of grow-in under paragraph 9(a). Further, if the consent of inactive members of the Pension Plan is required for either of these measures, the Union will support the Company in seeking that consent.
- 6 The parties agree to establish an annual review of the funding of the Pension Plan with the CAW in Q3 of every year.
- 7 The Framework is premised on the current funding rules under the Regulation, including the Company's ability to use asset smoothing as currently permitted under the Regulation, to exclude from solvency liabilities any of the items listed in (a) to (h) of the definition of solvency liabilities as it currently appears in the Regulation, and to use the substantial contribution as a prior year credit balance as stated in paragraph 4.
- 8 The Union commits that there will be no improvements to the pension benefits, including but not limited to Basic Benefit and Special Allowance rates, until at least September 15, 2015.
- 9 The terms of this Framework Agreement do not come into effect unless the Ontario government has adopted changes or exceptions to the Act or Regulation, as specified in the Special Regulation applicable to the Company, that:

(a) provide an exemption specifically for the General Motors Pension Plan from the application of grow-in under Section 74 of the Act (except to the extent that the Pension Plan has sufficient assets on a partial or full wind-up basis) for events not announced as of the Effective Date (e.g. exemptions for Windsor Transmission, Oshawa Truck);

(b) if required, permit the Company to contribute to the Pension Plan on the basis specified in paragraph 2, 4 and 5 above;

as agreed to with the Ontario government.

Yours truly,

GENERAL MOTORS OF CANADA LIMITED

David Wenner

General Director, Labour Relations

Accepted and Approved

National Automobile, Aerospace, Transportation and General
Workers Union of Canada (CAW Canada)

By: Ken Lewenza, President National Union CAW