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

Form 10-Q

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

For the quarterly period ended September 30, 2019

OR

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

For the transition period from to

Commission file number 001-34960

GENERAL MOTORS

GENERAL MOTORS COMPANY

(Exact name of registrant as specified in its charter)

Delaware	**27-0756180**
(State or other jurisdiction of incorporation or organization)	*(I.R.S. Employer Identification No.)*
300 Renaissance Center, Detroit, Michigan	**48265 -3000**
(Address of principal executive offices)	*(Zip Code)*

(313) 667-1500
(Registrant's telephone number, including area code)

Not applicable

(Former name, former address and former fiscal year, if changed since last report)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, $0.01 par value	GM	New York Stock Exchange

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes No

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

Large accelerated filer Accelerated filer Non-accelerated filer Smaller reporting company Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

As of October 15, 2019 there were 1,428,784,056 shares of common stock outstanding.

INDEX

GENERAL MOTORS COMPANY AND SUBSIDIARIES

PART I

Item 1. Condensed Consolidated Financial Statements

CONDENSED CONSOLIDATED INCOME STATEMENTS
(In millions, except per share amounts) (Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Net sales and revenue				
Automotive	$ 31,817	$ 32,276	$ 95,503	$ 98,242
GM Financial	3,656	3,515	10,908	10,408
Total net sales and revenue (Note 2)	35,473	35,791	106,411	108,650
Costs and expenses				
Automotive and other cost of sales	28,174	28,533	84,730	88,788
GM Financial interest, operating and other expenses	2,987	3,064	9,437	9,074
Automotive and other selling, general and administrative expense	2,008	2,584	6,209	7,172
Total costs and expenses	33,169	34,181	100,376	105,034
Operating income	2,304	1,610	6,035	3,616
Automotive interest expense	206	161	582	470
Interest income and other non-operating income, net	169	651	1,338	2,130
Equity income (Note 7)	315	530	1,000	1,815
Income before income taxes	2,582	2,630	7,791	7,091
Income tax expense (Note 14)	271	100	932	1,085
Income from continuing operations	2,311	2,530	6,859	6,006
Loss from discontinued operations, net of tax (Note 18)	—	—	—	70
Net income	2,311	2,530	6,859	5,936
Net loss attributable to noncontrolling interests	40	4	67	34
Net income attributable to stockholders	$ 2,351	$ 2,534	$ 6,926	$ 5,970
Net income attributable to common stockholders	$ 2,313	$ 2,503	$ 6,813	$ 5,910
Earnings per share (Note 17)				
Basic earnings per common share – continuing operations	$ 1.62	$ 1.77	$ 4.79	$ 4.24
Basic loss per common share – discontinued operations	$ —	$ —	$ —	$ 0.05
Basic earnings per common share	$ 1.62	$ 1.77	$ 4.79	$ 4.19
Weighted-average common shares outstanding – basic	1,428	1,412	1,422	1,410
Diluted earnings per common share – continuing operations	$ 1.60	$ 1.75	$ 4.74	$ 4.18
Diluted loss per common share – discontinued operations	$ —	$ —	$ —	$ 0.05
Diluted earnings per common share	$ 1.60	$ 1.75	$ 4.74	$ 4.13
Weighted-average common shares outstanding – diluted	1,442	1,431	1,439	1,431
Dividends declared per common share	$ 0.38	$ 0.38	$ 1.14	$ 1.14

CONDENSED CONSOLIDATED STATEMENTS OF COMPREHENSIVE INCOME
(In millions) (Unaudited)

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Net income	$ 2,311	$ 2,530	$ 6,859	$ 5,936
Other comprehensive income (loss), net of tax (Note 16)				
Foreign currency translation adjustments and other	(357)	(209)	(140)	(503)
Defined benefit plans	120	59	162	286
Other comprehensive income (loss), net of tax	(237)	(150)	22	(217)
Comprehensive income	2,074	2,380	6,881	5,719
Comprehensive loss attributable to noncontrolling interests	50	4	87	39
Comprehensive income attributable to stockholders	$ 2,124	$ 2,384	$ 6,968	$ 5,758

Reference should be made to the notes to condensed consolidated financial statements.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS
(In millions, except per share amounts) (Unaudited)

	September 30, 2019	December 31, 2018
ASSETS		
Current Assets		
Cash and cash equivalents	$ 20,051	$ 20,844
Marketable debt securities (Note 3)	6,725	5,966
Accounts and notes receivable, net	6,924	6,549
GM Financial receivables, net (Note 4; Note 8 at VIEs)	28,017	26,850
Inventories (Note 5)	11,797	9,816
Other current assets (Note 3; Note 8 at VIEs)	7,051	5,268
Total current assets	80,565	75,293
Non-current Assets		
GM Financial receivables, net (Note 4; Note 8 at VIEs)	25,743	25,083
Equity in net assets of nonconsolidated affiliates (Note 7)	8,496	9,215
Property, net	37,969	38,758
Goodwill and intangible assets, net	5,408	5,579
Equipment on operating leases, net (Note 6; Note 8 at VIEs)	42,527	43,559
Deferred income taxes	23,783	24,082
Other assets (Note 3; Note 8 at VIEs)	7,038	5,770
Total non-current assets	150,964	152,046
Total Assets	$ 231,529	$ 227,339
LIABILITIES AND EQUITY		
Current Liabilities		
Accounts payable (principally trade)	$ 21,406	$ 22,297
Short-term debt and current portion of long-term debt (Note 9)		
Automotive	2,890	935
GM Financial (Note 8 at VIEs)	31,884	30,956
Accrued liabilities	28,072	28,049
Total current liabilities	84,252	82,237
Non-current Liabilities		
Long-term debt (Note 9)		
Automotive	12,448	13,028
GM Financial (Note 8 at VIEs)	57,244	60,032
Postretirement benefits other than pensions (Note 12)	5,301	5,370
Pensions (Note 12)	10,223	11,538
Other liabilities	13,290	12,357
Total non-current liabilities	98,506	102,325
Total Liabilities	182,758	184,562
Commitments and contingencies (Note 13)		
Equity (Note 16)		
Common stock, $0.01 par value	14	14
Additional paid-in capital	25,928	25,563
Retained earnings	27,609	22,322
Accumulated other comprehensive loss	(8,997)	(9,039)
Total stockholders' equity	44,554	38,860
Noncontrolling interests	4,217	3,917
Total Equity	48,771	42,777
Total Liabilities and Equity	$ 231,529	$ 227,339

Reference should be made to the notes to condensed consolidated financial statements.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In millions) (Unaudited)

	Nine Months Ended	
	September 30, 2019	**September 30, 2018**
Cash flows from operating activities		
Income from continuing operations	$ 6,859	$ 6,006
Depreciation and impairment of Equipment on operating leases, net	5,573	5,633
Depreciation, amortization and impairment charges on Property, net	5,259	4,390
Foreign currency remeasurement and transaction (gains) losses	(170)	280
Undistributed earnings of nonconsolidated affiliates, net	243	185
Pension contributions and OPEB payments	(789)	(1,750)
Pension and OPEB income, net	(351)	(940)
Provision for deferred taxes	234	680
Change in other operating assets and liabilities	(5,310)	(5,258)
Net cash provided by operating activities	11,548	9,226
Cash flows from investing activities		
Expenditures for property	(4,852)	(6,562)
Available-for-sale marketable securities, acquisitions	(3,130)	(2,313)
Available-for-sale marketable securities, liquidations	2,587	4,637
Purchases of finance receivables, net	(19,027)	(17,297)
Principal collections and recoveries on finance receivables	17,088	11,776
Purchases of leased vehicles, net	(12,488)	(13,051)
Proceeds from termination of leased vehicles	9,983	8,094
Other investing activities	148	(25)
Net cash used in investing activities – continuing operations	(9,691)	(14,741)
Net cash provided by investing activities – discontinued operations	—	166
Net cash used in investing activities	(9,691)	(14,575)
Cash flows from financing activities		
Net increase in short-term debt	756	1,695
Proceeds from issuance of debt (original maturities greater than three months)	27,835	32,801
Payments on debt (original maturities greater than three months)	(29,432)	(25,408)
Proceeds from issuance of subsidiary preferred stock	463	1,753
Dividends paid	(1,792)	(1,690)
Other financing activities	(175)	(539)
Net cash provided by (used in) financing activities	(2,345)	8,612
Effect of exchange rate changes on cash, cash equivalents and restricted cash	(109)	(253)
Net increase (decrease) in cash, cash equivalents and restricted cash	(597)	3,010
Cash, cash equivalents and restricted cash at beginning of period	23,496	17,848
Cash, cash equivalents and restricted cash at end of period	$ 22,899	$ 20,858
Significant Non-cash Investing and Financing Activity		
Non-cash property additions – continuing operations	$ 3,435	$ 4,284

Reference should be made to the notes to condensed consolidated financial statements.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

CONDENSED CONSOLIDATED STATEMENTS OF EQUITY
(In millions) (Unaudited)

	Common Stockholders'					
	Common Stock	Additional Paid-in Capital	Retained Earnings	Accumulated Other Comprehensive Loss	Noncontrolling Interests	Total Equity
Balance at January 1, 2018	$ 14	$ 25,371	$ 17,627	$ (8,011)	$ 1,199	$ 36,200
Adoption of accounting standards	—	—	(1,046)	(98)	—	(1,144)
Net income	—	—	1,046	—	(6)	1,040
Other comprehensive income	—	—	—	28	(1)	27
Purchase of common stock	—	(44)	(56)	—	—	(100)
Cash dividends paid on common stock	—	—	(536)	—	—	(536)
Dividends to noncontrolling interests	—	—	—	—	(30)	(30)
Other	—	10	(7)	—	(2)	1
Balance at March 31, 2018	14	25,337	17,028	(8,081)	1,160	35,458
Net income	—	—	2,390	—	(24)	2,366
Other comprehensive loss	—	—	—	(90)	(4)	(94)
Issuance of preferred stock (Note 16)	—	—	—	—	1,261	1,261
Cash dividends paid on common stock	—	—	(535)	—	—	(535)
Dividends to noncontrolling interests	—	—	—	—	(7)	(7)
Other	—	128	(10)	—	69	187
Balance at June 30, 2018	14	25,465	18,873	(8,171)	2,455	38,636
Net income	—	—	2,534	—	(4)	2,530
Other comprehensive loss	—	—	—	(150)	—	(150)
Issuance of preferred stock (Note 16)	—	—	—	—	492	492
Cash dividends paid on common stock	—	—	(537)	—	—	(537)
Dividends to noncontrolling interests	—	—	—	—	(69)	(69)
Other	—	38	(5)	—	(27)	6
Balance at September 30, 2018	$ 14	$ 25,503	$ 20,865	$ (8,321)	$ 2,847	$ 40,908
Balance at January 1, 2019	$ 14	$ 25,563	$ 22,322	$ (9,039)	$ 3,917	$ 42,777
Net income	—	—	2,157	—	(12)	2,145
Other comprehensive income	—	—	—	190	(5)	185
Stock based compensation	—	95	(6)	—	—	89
Cash dividends paid on common stock	—	—	(539)	—	—	(539)
Dividends to noncontrolling interests	—	—	—	—	(18)	(18)
Other	—	3	5	—	(9)	(1)
Balance at March 31, 2019	14	25,661	23,939	(8,849)	3,873	44,638
Net income	—	—	2,418	—	(15)	2,403
Other comprehensive income	—	—	—	79	(5)	74
Issuance of preferred stock (Note 16)	—	—	—	—	408	408
Stock based compensation	—	78	(9)	—	—	69
Cash dividends paid on common stock	—	—	(540)	—	—	(540)
Dividends to noncontrolling interests	—	—	—	—	(23)	(23)
Other	—	26	(1)	—	35	60
Balance at June 30, 2019	14	25,765	25,807	(8,770)	4,273	47,089
Net income	—	—	2,351	—	(40)	2,311
Other comprehensive loss	—	—	—	(227)	(10)	(237)
Issuance of preferred stock (Note 16)	—	—	—	—	49	49
Stock based compensation	—	90	(6)	—	—	84
Cash dividends paid on common stock	—	—	(543)	—	—	(543)
Dividends to noncontrolling interests	—	—	—	—	(62)	(62)
Other	—	73	—	—	7	80
Balance at September 30, 2019	$ 14	$ 25,928	$ 27,609	$ (8,997)	$ 4,217	$ 48,771

Reference should be made to the notes to condensed consolidated financial statements.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Nature of Operations and Basis of Presentation

General Motors Company (sometimes referred to in this Quarterly Report on Form 10-Q as we, our, us, ourselves, the Company, General Motors or GM) designs, builds and sells trucks, crossovers, cars and automobile parts worldwide and is investing in and growing an autonomous vehicle business. We also provide automotive financing services through General Motors Financial Company, Inc. (GM Financial). We analyze the results of our continuing operations through the following operating segments: GM North America (GMNA), GM International Operations (GMIO), GM South America (GMSA), Cruise, and GM Financial. Our GMSA and GMIO operating segments are reported as one, combined international segment, GM International (GMI). Cruise, formerly GM Cruise, is our global segment responsible for the development and commercialization of autonomous vehicle technology. Nonsegment operations and Maven, our ride- and car-sharing business, are classified as Corporate. Corporate includes certain centrally recorded income and costs such as interest, income taxes, corporate expenditures and certain nonsegment-specific revenues and expenses.

The accompanying condensed consolidated financial statements have been prepared in conformity with U.S. GAAP pursuant to the rules and regulations of the Securities and Exchange Commission (SEC) for interim financial information. Accordingly, they do not include all of the information and notes required by U.S. GAAP for complete financial statements. The accompanying condensed consolidated financial statements include all adjustments, which consist of normal recurring adjustments and transactions or events discretely impacting the interim periods, considered necessary by management to fairly state our results of operations, financial position and cash flows. The operating results for interim periods are not necessarily indicative of results that may be expected for any other interim period or for the full year. These condensed consolidated financial statements should be read in conjunction with the audited consolidated financial statements and notes thereto included in our 2018 Form 10-K. Except for per share amounts or as otherwise specified, dollar amounts presented within tables are stated in millions. In the three months ended March 31, 2019 we changed the presentation of our condensed consolidated balance sheets to reclassify the current portion of Equipment on operating leases, net to Other current assets and our condensed consolidated statements of cash flows to reclassify Payments to purchase common stock to Other financing activities. We have made corresponding reclassifications to the comparable information for all periods presented.

Principles of Consolidation We consolidate entities that we control due to ownership of a majority voting interest and we consolidate variable interest entities (VIEs) when we are the primary beneficiary. Our share of earnings or losses of nonconsolidated affiliates is included in our consolidated operating results using the equity method of accounting when we are able to exercise significant influence over the operating and financial decisions of the affiliate.

Recently Adopted Accounting Standards Effective January 1, 2019, we adopted Accounting Standards Update (ASU) 2016-02, "Leases" (ASU 2016-02) using the modified retrospective method, resulting in a cumulative-effect adjustment to the opening balance of Retained earnings for an insignificant amount. We recognized $1.0 billion of right of use assets and lease obligations included in Other assets, Accrued liabilities and Other liabilities on our condensed consolidated balance sheet for our existing operating lease portfolio at January 1, 2019. We elected to apply the practical expedient related to land easements, as well as the package of practical expedients permitted under the transition guidance in the new standard, which allowed us to carry forward our historical lease classification. The accounting for our finance leases and leases where we are the lessor remained substantially unchanged. The application of ASU 2016-02 had no impact on our condensed consolidated income statement or condensed consolidated statement of cash flows.

The following table summarizes our minimum commitments under noncancelable operating leases having initial terms in excess of one year, primarily for property, at December 31, 2018 as disclosed in our 2018 Form 10-K:

	Years Ending December 31,						
	2019	2020	2021	2022	2023	Thereafter	Total
Minimum commitments(a)	$ 296	$ 286	$ 247	$ 180	$ 146	$ 582	$ 1,737
Sublease income	(61)	(51)	(44)	(38)	(33)	(129)	(356)
Net minimum commitments	$ 235	$ 235	$ 203	$ 142	$ 113	$ 453	$ 1,381

(a) Certain leases contain escalation clauses and renewal or purchase options.

Refer to Note 13 for information on our operating leases atSeptember 30, 2019.

Accounting Standards Not Yet Adopted In June 2016 the Financial Accounting Standards Board issued ASU 2016-13, "Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments" (ASU 2016-13), which requires entities to use a new impairment model based on Current Expected Credit Losses (CECL) rather than incurred losses. We plan to adopt ASU 2016-13 on January 1, 2020 on a modified retrospective basis. Estimated credit losses under CECL will consider relevant information about past events, current conditions and reasonable and supportable forecasts that affect the collectibility of the reported amount, resulting in recognition of lifetime expected credit losses upon loan origination. We are currently validating and refining our process for our implementation of ASU 2016-13. Upon adoption, we expect to record an adjustment that will increase our allowance for credit losses between $700 million and $900 million, with an after-tax reduction to Retained earnings between$500 million and $700 million. The amount of the adjustment is heavily dependent on the volume, credit mix and seasoning of our loan portfolio.

Note 2. Revenue

The following table disaggregates our revenue by major source for revenue generating segments:

	Three Months Ended September 30, 2019							
	GMNA	GMI	Corporate	Total Automotive	Cruise	GM Financial	Eliminations/Reclassifications	Total
Vehicle, parts and accessories	$ 26,825	$ 3,519	$ —	$ 30,344	$ —	$ —	$ —	$ 30,344
Used vehicles	345	31	—	376	—	—	—	376
Services and other	801	244	52	1,097	25	—	(25)	1,097
Automotive net sales and revenue	27,971	3,794	52	31,817	25	—	(25)	31,817
Leased vehicle income	—	—	—	—	—	2,515	—	2,515
Finance charge income	—	—	—	—	—	1,043	(2)	1,041
Other income	—	—	—	—	—	101	(1)	100
GM Financial net sales and revenue	—	—	—	—	—	3,659	(3)	3,656
Net sales and revenue	$ 27,971	$ 3,794	$ 52	$ 31,817	$ 25	$ 3,659	$ (28)	$ 35,473

	Three Months Ended September 30, 2018						
	GMNA	GMI	Corporate	Total Automotive	GM Financial	Eliminations	Total
Vehicle, parts and accessories	$ 26,273	$ 4,226	$ 2	$ 30,501	$ —	$ (11)	$ 30,490
Used vehicles	582	23	—	605	—	(1)	604
Services and other	795	333	54	1,182	—	—	1,182
Automotive net sales and revenue	27,650	4,582	56	32,288	—	(12)	32,276
Leased vehicle income	—	—	—	—	2,501	—	2,501
Finance charge income	—	—	—	—	917	(2)	915
Other income	—	—	—	—	100	(1)	99
GM Financial net sales and revenue	—	—	—	—	3,518	(3)	3,515
Net sales and revenue	$ 27,650	$ 4,582	$ 56	$ 32,288	$ 3,518	$ (15)	$ 35,791

	Nine Months Ended September 30, 2019							
	GMNA	GMI	Corporate	Total Automotive	Cruise	GM Financial	Eliminations/Reclassifications	Total
Vehicle, parts and accessories	$ 79,763	$ 10,830	$ —	$ 90,593	$ —	$ —	$ —	$ 90,593
Used vehicles	1,549	95	—	1,644	—	—	—	1,644
Services and other	2,348	766	152	3,266	75	—	(75)	3,266
Automotive net sales and revenue	83,660	11,691	152	95,503	75	—	(75)	95,503
Leased vehicle income	—	—	—	—	—	7,536	—	7,536
Finance charge income	—	—	—	—	—	3,038	(6)	3,032
Other income	—	—	—	—	—	344	(4)	340
GM Financial net sales and revenue	—	—	—	—	—	10,918	(10)	10,908
Net sales and revenue	$ 83,660	$ 11,691	$ 152	$ 95,503	$ 75	$ 10,918	$ (85)	$ 106,411

	Nine Months Ended September 30, 2018						
	GMNA	GMI	Corporate	Total Automotive	GM Financial	Eliminations	Total
Vehicle, parts and accessories	$ 79,029	$ 13,320	$ 12	$ 92,361	$ —	$ (36)	$ 92,325
Used vehicles	2,506	138	—	2,644	—	(34)	2,610
Services and other	2,434	730	143	3,307	—	—	3,307
Automotive net sales and revenue	83,969	14,188	155	98,312	—	(70)	98,242
Leased vehicle income	—	—	—	—	7,445	—	7,445
Finance charge income	—	—	—	—	2,667	(5)	2,662
Other income	—	—	—	—	305	(4)	301
GM Financial net sales and revenue	—	—	—	—	10,417	(9)	10,408
Net sales and revenue	$ 83,969	$ 14,188	$ 155	$ 98,312	$ 10,417	$ (79)	$ 108,650

Revenue is measured as the amount of consideration we expect to receive in exchange for transferring goods or providing services. Adjustments to sales incentives for previously recognized sales increased revenue by $560 million and were insignificant in the three months ended September 30, 2019 and 2018.

Contract liabilities in our Automotive segments primarily consist of maintenance, extended warranty and other service contracts. We recognized revenue of $434 million and $1.3 billion related to contract liabilities in the three and nine months ended September 30, 2019 and $426 million and $1.2 billion in the three and nine months ended September 30, 2018. We expect to recognize revenue of $464 million in the three months ending December 31, 2019 and $806 million, $465 million and $580 million in the years ending December 31, 2020, 2021 and thereafter related to contract liabilities at September 30, 2019.

Note 3. Marketable and Other Securities

The following table summarizes the fair value of cash equivalents and marketable debt securities which approximates cost:

	Fair Value Level	September 30, 2019	December 31, 2018
Cash and cash equivalents			
Cash and time deposits(a)		$ 8,388	$ 7,254
Available-for-sale debt securities			
U.S. government and agencies	2	1,846	4,656
Corporate debt	2	5,923	3,791
Sovereign debt	2	1,435	1,976
Total available-for-sale debt securities – cash equivalents		9,204	10,423
Money market funds	1	2,459	3,167
Total cash and cash equivalents(b)		$ 20,051	$ 20,844
Marketable debt securities			
U.S. government and agencies	2	$ 1,770	$ 1,230
Corporate debt	2	3,716	3,478
Mortgage and asset-backed	2	807	695
Sovereign debt	2	432	563
Total available-for-sale debt securities – marketable securities(c)		$ 6,725	$ 5,966
Restricted cash			
Cash and cash equivalents		$ 282	$ 260
Money market funds	1	2,566	2,392
Total restricted cash		$ 2,848	$ 2,652
Available-for-sale debt securities included above with contractual maturities(d)			
Due in one year or less		$ 10,708	
Due between one and five years		4,414	
Total available-for-sale debt securities with contractual maturities		$ 15,122	

(a) Includes $481 million and $616 million that is designated exclusively to fund capital expenditures in GM Korea Company (GM Korea) at September 30, 2019 and December 31, 2018.
(b) Includes $2.2 billion and $2.3 billion in Cruise at September 30, 2019 and December 31, 2018.
(c) Includes $586 million in Cruise at September 30, 2019.
(d) Excludes mortgage- and asset-backed securities.

Proceeds from the sale of available-for-sale debt investments sold prior to maturity were $535 million and $1.7 billion in the three months ended September 30, 2019 and 2018 and $1.6 billion and $3.6 billion in the nine months ended September 30, 2019 and 2018. Net unrealized gains and losses on available-for-sale debt securities were insignificant in the three and nine months ended September 30, 2019 and 2018. Cumulative unrealized gains and losses on available-for-sale debt securities were insignificant at September 30, 2019 and December 31, 2018.

Our remaining investment in Lyft, Inc. (Lyft) was measured at fair value at September 30, 2019 using Lyft's quoted market price, a Level 1 input. The restrictions on selling or transferring the investment expired on August 19, 2019 and the fair value measurement no longer reflects a discount for the lack of marketability, a Level 3 input. The fair value of this investment was $679 million, included in Other current assets, and $884 million, included in Other assets, at September 30, 2019 and December 31, 2018. We recorded an unrealized loss of $291 million and $71 million in Interest income and other non-operating income, net in the three and nine months ended September 30, 2019 and an unrealized gain of $142 million in the nine months ended September 30, 2018. Refer to Item 3. Quantitative and Qualitative Disclosures About Market Risk for exposure to equity price market risk.

The following table provides a reconciliation of cash, cash equivalents and restricted cash reported within the condensed consolidated balance sheet to the total shown in the condensed consolidated statement of cash flows:

	September 30, 2019
Cash and cash equivalents	$ 20,051
Restricted cash included in Other current assets	2,300
Restricted cash included in Other assets	548
Total	$ 22,899

Note 4. GM Financial Receivables and Transactions

	September 30, 2019			December 31, 2018		
	Retail	Commercial(a)	Total	Retail	Commercial(a)	Total
Finance receivables, collectively evaluated for impairment, net of fees	$ 39,507	$ 12,756	$ 52,263	$ 38,220	$ 12,235	$ 50,455
Finance receivables, individually evaluated for impairment, net of fees(b)	2,390	40	2,430	2,348	41	2,389
GM Financial receivables	41,897	12,796	54,693	40,568	12,276	52,844
Less: allowance for loan losses(b)	(856)	(77)	(933)	(844)	(67)	(911)
GM Financial receivables, net	$ 41,041	$ 12,719	$ 53,760	$ 39,724	$ 12,209	$ 51,933
Fair value of GM Financial receivables utilizing Level 2 inputs			$ 12,719			$ 12,209
Fair value of GM Financial receivables utilizing Level 3 inputs			$ 41,557			$ 39,430

(a) Net of dealer cash management balances of $1.2 billion and $922 million at September 30, 2019 and December 31, 2018. Under the cash management program, subject to certain conditions, a dealer may choose to reduce the amount of interest on its floorplan line by making principal payments to GM Financial in advance.

(b) Retail finance receivables individually evaluated for impairment, net of fees are classified as troubled debt restructurings. The allowance for loan losses included $337 million and $321 million of specific allowances on these receivables at September 30, 2019 and December 31, 2018.

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Allowance for loan losses at beginning of period	$ 957	$ 873	$ 911	$ 942
Provision for loan losses	150	180	504	444
Charge-offs	(300)	(285)	(888)	(878)
Recoveries	134	130	411	398
Effect of foreign currency	(8)	2	(5)	(6)
Allowance for loan losses at end of period	$ 933	$ 900	$ 933	$ 900

The allowance for loan losses on retail and commercial finance receivables included a collective allowance of $585 million and $586 million and a specific allowance of $348 million and $325 million at September 30, 2019 and December 31, 2018. Refer to Note 1 for expected impact of adoption of ASU 2016-13.

Retail Finance Receivables We use proprietary scoring systems in the underwriting process that measure the credit quality of retail finance receivables using several factors, such as credit bureau information, consumer credit risk scores (e.g., FICO score or its equivalent) and contract characteristics. We also consider other factors such as employment history, financial stability and capacity to pay. Subsequent to origination we review the credit quality of retail finance receivables based on customer payment activity. At September 30, 2019 and December 31, 2018, 24% and 25% of retail finance receivables were from consumers with sub-prime credit scores, which are defined as a FICO score or its equivalent of less than 620 at the time of loan origination.

An account is considered delinquent if a substantial portion of a scheduled payment has not been received by the date the payment was contractually due. The accrual of finance charge income had been suspended on delinquent retail finance receivables with contractual amounts due of $853 million and $888 million at September 30, 2019 and December 31, 2018. The following table summarizes the contractual amount of delinquent retail finance receivables, which is not significantly different than the recorded investment of the retail finance receivables:

	September 30, 2019		September 30, 2018	
	Amount	Percent of Contractual Amount Due	Amount	Percent of Contractual Amount Due
31-to-60 days delinquent	$ 1,252	3.0%	$ 1,302	3.5%
Greater-than-60 days delinquent	514	1.2%	498	1.3%
Total finance receivables more than 30 days delinquent	1,766	4.2%	1,800	4.8%
In repossession	48	0.1%	53	0.1%
Total finance receivables more than 30 days delinquent or in repossession	$ 1,814	4.3%	$ 1,853	4.9%

Commercial Finance Receivables Our commercial finance receivables consist of dealer financings, primarily for inventory purchases. Proprietary models are used to assign a risk rating to each dealer. We perform periodic credit reviews of each dealership and adjust the dealership's risk rating, if necessary. Dealers in Group VI are subject to additional restrictions on funding, including suspension of lines of credit and liquidation of assets. The commercial finance receivables on non-accrual status were insignificant at September 30, 2019 and December 31, 2018. The following table summarizes the credit risk profile by dealer risk rating of the commercial finance receivables:

		September 30, 2019	December 31, 2018
Group I	– Dealers with superior financial metrics	$ 1,924	$ 2,192
Group II	– Dealers with strong financial metrics	5,273	4,399
Group III	– Dealers with fair financial metrics	3,994	4,064
Group IV	– Dealers with weak financial metrics	1,199	1,116
Group V	– Dealers warranting special mention due to elevated risks	332	422
Group VI	– Dealers with loans classified as substandard, doubtful or impaired	74	83
		$ 12,796	$ 12,276

Transactions with GM Financial The following table shows transactions between our Automotive segments and GM Financial. These amounts are presented in GM Financial's condensed consolidated balance sheets and statements of income.

	September 30, 2019	December 31, 2018
Condensed Consolidated Balance Sheets(a)		
Commercial finance receivables, net due from GM consolidated dealers	$ 502	$ 445
Finance receivables from GM subsidiaries	$ 70	$ 134
Subvention receivable(b)	$ 692	$ 727
Commercial loan funding payable	$ 61	$ 61

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Condensed Consolidated Statements of Income				
Interest subvention earned on finance receivables	$ 153	$ 142	$ 448	$ 409
Leased vehicle subvention earned	$ 814	$ 827	$ 2,467	$ 2,438

(a) All balance sheet amounts are eliminated upon consolidation.

(b) Cash paid by Automotive segments to GM Financial for subvention was $1.0 billion and $1.1 billion for the three months ended September 30, 2019 and 2018 and $3.1 billion and $2.8 billion for the nine months ended September 30, 2019 and 2018.

GM Financial's Board of Directors declared a $400 million dividend on its common stock on October 24, 2019, which we received on October 25, 2019.

Note 5. Inventories

	September 30, 2019	December 31, 2018
Total productive material, supplies and work in process	$ 5,313	$ 4,274
Finished product, including service parts	6,484	5,542
Total inventories	$ 11,797	$ 9,816

Note 6. Equipment on Operating Leases

Equipment on operating leases primarily consists of leases to retail customers of GM Financial. The current portion of net equipment on operating leases is included in Other current assets.

	September 30, 2019	December 31, 2018
Equipment on operating leases	$ 53,935	$ 55,282
Less: accumulated depreciation	(11,276)	(11,476)
Equipment on operating leases, net	$ 42,659	$ 43,806

Depreciation expense related to Equipment on operating leases, net was $1.8 billion and $1.9 billion in the three months ended September 30, 2019 and 2018 and $5.6 billion in the nine months ended September 30, 2019 and 2018.

The following table summarizes lease payments due to GM Financial on leases to retail customers:

	Year Ending December 31,						
	2019	2020	2021	2022	2023	Thereafter	Total
Lease receipts under operating leases	$ 1,852	$ 5,996	$ 3,471	$ 1,084	$ 79	$ 3	$ 12,485

Note 7. Equity in Net Assets of Nonconsolidated Affiliates

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Automotive China equity income	$ 282	$ 485	$ 893	$ 1,674
Other joint ventures equity income	33	45	107	141
Total Equity income	$ 315	$ 530	$ 1,000	$ 1,815

There have been no significant ownership changes in our Automotive China joint ventures (Automotive China JVs) since December 31, 2018.

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Summarized Operating Data of Automotive China JVs				
Automotive China JVs' net sales	$ 9,695	$ 11,461	$ 28,843	$ 37,781
Automotive China JVs' net income	$ 455	$ 999	$ 1,721	$ 3,370

Dividends declared but not paid from our nonconsolidated affiliates were $580 million and an insignificant amount at September 30, 2019 and December 31, 2018. Dividends received from our nonconsolidated affiliates were $303 million and insignificant in the three months ended September 30, 2019 and 2018 and $1.2 billion and $2.0 billion in the nine months ended September 30, 2019 and 2018. Undistributed earnings from our nonconsolidated affiliates were $2.1 billion and $2.3 billion at September 30, 2019 and December 31, 2018.

Note 8. Variable Interest Entities

GM Financial uses special purpose entities (SPEs) that are considered VIEs to issue variable funding notes to third party bank-sponsored warehouse facilities or asset-backed securities to investors in securitization transactions. The debt issued by these VIEs is backed by finance receivables and leasing related assets transferred to the VIEs (Securitized Assets). GM Financial determined that it is the primary beneficiary of the SPEs because the servicing responsibilities for the Securitized Assets give GM Financial the power to direct the activities that most significantly impact the performance of the VIEs and the variable interests in the VIEs give GM Financial the obligation to absorb losses and the right to receive residual returns that could potentially be significant. The assets serve as the sole source of repayment for the debt issued by these entities. Investors in the notes issued by the VIEs do not have recourse to GM Financial or its other assets, with the exception of customary representation and warranty repurchase provisions and indemnities that GM Financial provides as the servicer. GM Financial is not required and does not currently intend to provide additional financial support to these SPEs. While these subsidiaries are included in GM Financial's condensed consolidated financial statements, they are separate legal entities and their assets are legally owned by them and are not available to GM Financial's creditors.

The following table summarizes the assets and liabilities related to GM Financial's consolidated VIEs:

	September 30, 2019	December 31, 2018
Restricted cash – current	$ 2,106	$ 1,876
Restricted cash – non-current	$ 478	$ 504
GM Financial receivables, net of fees – current	$ 19,401	$ 18,304
GM Financial receivables, net of fees – non-current	$ 13,036	$ 14,008
GM Financial equipment on operating leases, net	$ 17,603	$ 21,781
GM Financial short-term debt and current portion of long-term debt	$ 21,116	$ 21,087
GM Financial long-term debt	$ 17,786	$ 21,417

GM Financial recognizes finance charge, leased vehicle and fee income on the Securitized Assets and interest expense on the secured debt issued in a securitization transaction and records a provision for loan losses to recognize probable loan losses inherent in the finance receivables.

Note 9. Debt

Automotive The following table presents debt in our automotive operations:

	September 30, 2019		December 31, 2018	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Automotive debt	$ 14,993	$ 16,018	$ 13,435	$ 12,700
Finance lease liabilities	345	571	528	831
Total automotive debt	$ 15,338	$ 16,589	$ 13,963	$ 13,531
Fair value utilizing Level 1 inputs		$ 13,335		$ 11,693
Fair value utilizing Level 2 inputs		$ 3,254		$ 1,838

Finance lease assets in Property, net were $370 million at September 30, 2019. Finance lease costs were insignificant and $128 million in the three and nine months ended September 30, 2019. Finance lease right of use assets obtained in exchange for lease obligations were $140 million in the nine months ended September 30, 2019. Undiscounted future lease obligations related to finance leases are $108 million in the three months ending December 31, 2019, $196 million in aggregate for the years 2020 to 2023 and $372 million thereafter, with imputed interest of $331 million at September 30, 2019. The weighted-average discount rate on finance leases was 10.5% and the weighted-average remaining lease term was 12.0 years at September 30, 2019.

In January 2019 we executed a new three-year committed unsecured revolving credit facility with an initial borrowing capacity of $3.0 billion, reducing to $2.0 billion in July 2020. The facility is being used to fund costs related to transformation activities announced in November 2018 and to provide additional financial flexibility. In the nine months ended September 30, 2019 we borrowed $700 million against this facility to support transformation-related disbursements. In April 2019 we renewed our 364-

day $2.0 billion credit facility for an additional 364-day term. This facility has been allocated for exclusive use by GM Financial since April 2018.

GM Financial The following table presents debt of GM Financial:

	September 30, 2019		December 31, 2018	
	Carrying Amount	Fair Value	Carrying Amount	Fair Value
Secured debt	$ 39,029	$ 39,265	$ 42,835	$ 42,835
Unsecured debt	50,099	50,954	48,153	47,556
Total GM Financial debt	$ 89,128	$ 90,219	$ 90,988	$ 90,391
Fair value utilizing Level 2 inputs		$ 88,388		$ 88,305
Fair value utilizing Level 3 inputs		$ 1,831		$ 2,086

Secured debt consists of revolving credit facilities and securitization notes payable. Most of the secured debt was issued by VIEs and is repayable only from proceeds related to the underlying pledged assets. Refer to Note 8 for additional information on GM Financial's involvement with VIEs. In the nine months ended September 30, 2019, GM Financial entered into new or renewed credit facilities with a total net additional borrowing capacity of $225 million, which had substantially the same terms as existing debt, and GM Financial issued $14.2 billion in aggregate principal amount of securitization notes payable with an initial weighted average interest rate of 2.83% and maturity dates ranging from 2022 to 2026.

Unsecured debt consists of senior notes, credit facilities and other unsecured debt. In the nine months ended September 30, 2019, GM Financial issued $6.5 billion in aggregate principal amount of senior notes with an initial weighted average interest rate of 3.65% and maturity dates ranging from 2021 to 2029.

The principal amount outstanding of GM Financial's commercial paper in the U.S. was $1.0 billion and $1.2 billion at September 30, 2019 and December 31, 2018.

Each of the revolving credit facilities and the indentures governing GM Financial's notes contain terms and covenants, including limitations on GM Financial's ability to incur certain liens.

Note 10. Derivative Financial Instruments

Automotive The following table presents the notional amounts of derivative financial instruments in our automotive operations:

	Fair Value Level	September 30, 2019	December 31, 2018
Derivatives not designated as hedges(a)			
Foreign currency	2	$ 5,251	$ 2,710
Commodity	2	758	658
PSA warrants(b)	2	43	45
Total derivative financial instruments		$ 6,052	$ 3,413

(a) The fair value of these derivative instruments at September 30, 2019 and December 31, 2018 and the gains/losses included in our condensed consolidated income statements for the three and nine months ended September 30, 2019 and 2018 were insignificant, unless otherwise noted.

(b) The fair value of the warrants issued by Peugeot, S.A. (PSA Group), included in Other assets was $1.0 billion and $827 million at September 30, 2019 and December 31, 2018. We recorded gains in Interest income and other non-operating income, net of $51 million and $171 million in the three months ended September 30, 2019 and 2018 and $222 million and $324 million in the nine months ended September 30, 2019 and 2018.

We estimate the fair value of the PSA warrants using a Black-Scholes formula. The significant inputs to the model include the PSA stock price and the estimated dividend yield. We are entitled to receive any dividends declared by PSA through the conversion date upon exercise of the warrants.

GM Financial The following table presents the notional amounts of GM Financial's derivative financial instruments:

	Fair Value Level	September 30, 2019	December 31, 2018
Derivatives designated as hedges(a)			
Fair value hedges – interest rate swaps(b)	2	$ 10,702	$ 9,533
Fair value hedges – foreign currency swaps(b)	2	1,744	1,829
Cash flow hedges			
Interest rate swaps	2	553	768
Foreign currency swaps(c)	2	4,269	2,075
Derivatives not designated as hedges(a)			
Interest rate contracts(d)	2	86,848	99,666
Total derivative financial instruments(e)		$ 104,116	$ 113,871

(a) The fair value of these derivative instruments at September 30, 2019 and December 31, 2018 and the gains/losses included in our condensed consolidated income statements and statements of comprehensive income for the three and nine months ended September 30, 2019 and 2018 were insignificant, unless otherwise noted. Amounts accrued for interest payments in a net receivable position are included in Other assets. Amounts accrued for interest payments in a net payable position are included in Other liabilities.

(b) The fair value of these derivative instruments located in Other assets was $384 million and insignificant at September 30, 2019 and December 31, 2018. The fair value of these derivative instruments located in Other liabilities was insignificant and $291 million at September 30, 2019 and December 31, 2018.

(c) The fair value of these derivative instruments located in Other liabilities was $241 million and insignificant at September 30, 2019 and December 31, 2018.

(d) The fair value of these derivative instruments located in Other assets was $302 million and $372 million at September 30, 2019 and December 31, 2018. The fair value of these derivative instruments located in Other liabilities was $384 million and $520 million at September 30, 2019 and December 31, 2018.

(e) GM Financial held $258 million and insignificant amounts of collateral from counterparties available for netting against GM Financial's asset positions, and posted insignificant amounts and $451 million of collateral to counterparties available for netting against GM Financial's liability positions at September 30, 2019 and December 31, 2018.

The fair value for Level 2 instruments was derived using the market approach based on observable market inputs including quoted prices of similar instruments and foreign exchange and interest rate forward curves.

The following amounts were recorded in the condensed consolidated balance sheets related to items designated and qualifying as hedged items in fair value hedging relationships:

	September 30, 2019		December 31, 2018	
	Carrying Amount of Hedged Items	Cumulative Amount of Fair Value Hedging Adjustments(a)	Carrying Amount of Hedged Items	Cumulative Amount of Fair Value Hedging Adjustments(a)
GM Financial long-term debt	$ 20,453	$ (135)	$ 17,923	$ 459

(a) Includes $131 million and $247 million of amortization remaining on hedged items for which hedge accounting has been discontinued at September 30, 2019 and December 31, 2018.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS —— (Continued)

Note 11. Product Warranty and Related Liabilities

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Warranty balance at beginning of period	$ 7,439	$ 7,990	$ 7,590	$ 8,332
Warranties issued and assumed in period – recall campaigns	357	101	609	515
Warranties issued and assumed in period – product warranty	500	542	1,556	1,599
Payments	(754)	(723)	(2,214)	(2,175)
Adjustments to pre-existing warranties	101	(209)	79	(426)
Effect of foreign currency and other	(34)	(8)	(11)	(152)
Warranty balance at end of period	$ 7,609	$ 7,693	$ 7,609	$ 7,693

We estimate our reasonably possible loss in excess of amounts accrued for recall campaigns to be insignificant at September 30, 2019. Refer to Note 13 for reasonably possible losses on Takata Corporation (Takata) matters.

Note 12. Pensions and Other Postretirement Benefits

	Three Months Ended September 30, 2019			Three Months Ended September 30, 2018		
	Pension Benefits		Global OPEB Plans	Pension Benefits		Global OPEB Plans
	U.S.	Non-U.S.		U.S.	Non-U.S.	
Service cost	$ 99	$ 38	$ 4	$ 83	$ 33	$ 5
Interest cost	566	148	54	513	112	49
Expected return on plan assets	(871)	(240)	—	(972)	(201)	—
Amortization of prior service cost (credit)	(1)	2	(3)	(1)	1	(4)
Amortization of net actuarial losses	2	31	7	2	35	14
Curtailments, settlements and other	—	119	—	—	18	—
Net periodic pension and OPEB (income) expense	$ (205)	$ 98	$ 62	$ (375)	$ (2)	$ 64

	Nine Months Ended September 30, 2019			Nine Months Ended September 30, 2018		
	Pension Benefits		Global OPEB Plans	Pension Benefits		Global OPEB Plans
	U.S.	Non-U.S.		U.S.	Non-U.S.	
Service cost	$ 295	$ 102	$ 12	$ 248	$ 138	$ 15
Interest cost	1,698	386	163	1,538	349	147
Expected return on plan assets	(2,610)	(627)	—	(2,917)	(621)	—
Amortization of prior service cost (credit)	(3)	4	(10)	(3)	3	(11)
Amortization of net actuarial losses	8	90	22	7	109	40
Curtailments, settlements and other	—	119	—	—	18	—
Net periodic pension and OPEB (income) expense	$ (612)	$ 74	$ 187	$ (1,127)	$ (4)	$ 191

The curtailment and other charges recorded were primarily due to remeasurement of the General Motors Canada Company hourly pension plan as a result of transformation activities in the three and nine months ended September 30, 2019. Refer to Note 15 for additional information on transformation-related charges.

The non-service cost components of net periodic pension and other postretirement benefits (OPEB) income of $125 million and $401 million in the three months ended September 30, 2019 and 2018 and $587 million and $1.2 billion in the nine months ended September 30, 2019 and 2018 are presented in Interest income and other non-operating income, net.

Note 13. Commitments and Contingencies

Litigation-Related Liability and Tax Administrative Matters In the normal course of our business, we are named from time to time as a defendant in various legal actions, including arbitrations, class actions and other litigation. We identify below the material individual proceedings and investigations where we believe a material loss is reasonably possible or probable. We accrue for matters when we believe that losses are probable and can be reasonably estimated. At September 30, 2019 and December 31, 2018, we had accruals of $1.4 billion and $1.3 billion in Accrued liabilities and Other liabilities. In many matters, it is inherently difficult to determine whether loss is probable or reasonably possible or to estimate the size or range of the possible loss. Accordingly, adverse outcomes from such proceedings could exceed the amounts accrued by an amount that could be material to our results of operations or cash flows in any particular reporting period.

Proceedings Related to Ignition Switch Recall and Other Recalls In 2014 we announced various recalls relating to safety and other matters. Those recalls included recalls to repair ignition switches that could, under certain circumstances, unintentionally move from the “run” position to the “accessory” or “off” position with a corresponding loss of power, which could in turn prevent airbags from deploying in the event of a crash.

Economic-Loss Claims We are aware of over 100 putative class actions pending against GM in U.S. and Canadian courts alleging that consumers who purchased or leased vehicles manufactured by GM or Motors Liquidation Company (MLC), formerly known as General Motors Corporation, had been economically harmed by one or more of the 2014 recalls and/or the underlying vehicle conditions associated with those recalls (economic-loss cases). In general, these economic-loss cases seek recovery for purported compensatory damages, such as alleged benefit-of-the-bargain damages or damages related to alleged diminution in value of the vehicles, as well as punitive damages, injunctive relief and other relief.

Many of the pending U.S. economic-loss claims have been transferred to, and consolidated in, a single federal court, the U.S. District Court for the Southern District of New York (Southern District). These plaintiffs have asserted economic-loss claims under federal and state laws, including claims relating to recalled vehicles manufactured by GM and claims asserting successor liability relating to certain recalled vehicles manufactured by MLC.

In August 2017, the Southern District granted our motion to dismiss the successor liability claims of plaintiffs inseven of the sixteen states at issue on the motion and called for additional briefing to decide whether plaintiffs' claims can proceed in the other nine states. In December 2017, the Southern District granted GM's motion and dismissed the plaintiffs' successor liability claims in an additional state, but found that there are genuine issues of material fact that prevent summary judgment for GM in eight other states. In January 2018, GM moved for reconsideration of certain portions of the Southern District's December 2017 summary judgment ruling. That motion was granted in April 2018, dismissing plaintiffs' successor liability claims in any state where New York law applies.

In September 2018, the Southern District granted our motion to dismiss claims for lost personal time (in41 out of 47 jurisdictions) and certain unjust enrichment claims, but denied our motion to dismiss plaintiffs’ economic loss claims in 27 jurisdictions under the "manifest defect" rule. Significant summary judgment, class certification, and expert evidentiary motions remain at issue.

In August 2019, the Southern District granted our motion for summary judgment on plaintiffs’ economic loss “benefit of the bargain” damage claims (Southern District’s August 2019 Opinion). The Southern District held that plaintiffs’ conjoint analysis-based damages model failed to establish that plaintiffs suffered difference-in-value damages and without such evidence, plaintiffs’ difference-in-value damage claims fail under the laws of all three bellwether states: California, Missouri and Texas. As a result, the Southern District adjourned the January 2020 bellwether trial date. Later in August 2019, the bellwether plaintiffs filed a motion requesting that the Southern District reconsider its summary judgment decision or allow an interlocutory appeal if reconsideration is denied. GM filed its opposition to plaintiffs’ motion in October 2019.

In September 2019, GM filed an updated motion for summary judgment on plaintiffs’ remaining economic loss claims that were not addressed in the Southern District’s August 2019 Opinion and renewed its evidentiary motion seeking to strike the opinions of plaintiff’s expert on plaintiffs’ alleged “lost time” damages associated with having the recall repairs performed.

Personal Injury Claims We also are aware of several hundred actions pending in various courts in the U.S. and Canada alleging injury or death as a result of defects that may be the subject of the 2014 recalls (personal injury cases). In general, these cases seek recovery for purported compensatory damages, punitive damages and/or other relief. Since 2016, several bellwether trials of personal injury cases have taken place in the Southern District and in a Texas state court, which is administering a Texas state multi-district litigation. None of these trials resulted in a finding of liability against GM.

Appellate Litigation Regarding Successor Liability Ignition Switch Claims In 2016, the United States Court of Appeals for the Second Circuit held that the 2009 order of the United States Bankruptcy Court for the Southern District of New York (Bankruptcy Court) approving the sale of substantially all of the assets of MLC to GM free and clear of, among other things, claims asserting successor liability for obligations owed by MLC could not be enforced to bar claims against GM asserted by either plaintiffs who purchased used vehicles after the sale or against purchasers who asserted claims relating to the ignition switch defect, including pre-sale personal injury claims and economic-loss claims.

Contingently Issuable Shares Under the Amended and Restated Master Sale and Purchase Agreement between GM and MLC, GM may be obligated to issue additional shares (Adjustment Shares) of our common stock if allowed general unsecured claims against the MLC GUC Trust (GUC Trust), as estimated by the Bankruptcy Court, exceed $35.0 billion. The maximum number of Adjustment Shares issuable is 30 million shares (subject to adjustment to take into account stock dividends, stock splits and other transactions), which amounts to approximately $1.1 billion based on the GM share price as of October 15, 2019. The GUC Trust stated in public filings that allowed general unsecured claims were approximately $31.9 billion at June 30, 2019. In 2016 and 2017, certain personal injury and economic-loss plaintiffs filed motions in the Bankruptcy Court seeking authority to file late claims against the GUC Trust. In May 2018, the GUC Trust filed motions seeking the Bankruptcy Court's approval of a proposed settlement with certain personal injury and economic-loss plaintiffs, approval of a notice relating to that proposed settlement and estimation of alleged personal injury and economic-loss late claims for the purpose of obtaining an order requiring GM to issue the maximum number of Adjustment Shares. GM vigorously contested each of these motions.

In September 2018, the Bankruptcy Court denied without prejudice the GUC Trust's motions described above, finding that the settling parties first need to obtain class certification with respect to the economic loss late claims. In February 2019, the GUC Trust and certain plaintiffs filed a motion with the Bankruptcy Court requesting approval of a new settlement to obtain the maximum number of Adjustment Shares. In March 2019, we asserted several legal objections to this new settlement. In September 2019, the GUC Trust advised the Bankruptcy Court that it was formally terminating the February 2019 proposed class settlement with plaintiffs because it was no longer viable given the Southern District's August 2019 Opinion and further briefing was moot.

Government Matters In connection with the 2014 recalls, we have from time to time received subpoenas and other requests for information related to investigations by agencies or other representatives of U.S. federal, state and the Canadian governments. GM is cooperating with all reasonable pending requests for information. Any existing governmental matters or investigations could in the future result in the imposition of damages, fines, civil consent orders, civil and criminal penalties or other remedies.

The total amount accrued for the 2014 recalls at September 30, 2019 reflects amounts for a combination of settled but unpaid matters, and for the remaining unsettled investigations, claims and/or lawsuits relating to the ignition switch recalls and other related recalls to the extent that such matters are probable and can be reasonably estimated. The amounts accrued for those unsettled investigations, claims, and/or lawsuits represent a combination of our best single point estimates where determinable and, where no such single point estimate is determinable, our estimate of the low end of the range of probable loss with regard to such matters, if that is determinable. We will continue to consider resolution of pending matters involving ignition switch recalls and other recalls where it makes sense to do so.

GM Korea Wage Litigation GM Korea is party to litigation with current and former hourly employees in the appellate court and Incheon District Court in Incheon, Korea. The group actions, which in the aggregate involve more than 10,000 employees, allege that GM Korea failed to include bonuses and certain allowances in its calculation of Ordinary Wages due under Korean regulations. In 2012, the Seoul High Court (an intermediate-level appellate court) affirmed a decision in one of these group actions involving five GM Korea employees which was contrary to GM Korea's position. GM Korea appealed to the Supreme Court of the Republic of Korea (Korean Supreme Court). In 2014, the Korean Supreme Court largely agreed with GM's legal arguments and remanded the case to the Seoul High Court for consideration consistent with earlier Korean Supreme Court precedent holding that while fixed bonuses should be included in the calculation of Ordinary Wages, claims for retroactive application of this rule would be barred under certain circumstances. In 2015, on reconsideration, the Seoul High Court held in GM Korea's favor, after which the plaintiffs appealed to the Korean Supreme Court. The Korean Supreme Court has not yet rendered a decision. We estimate our reasonably possible loss in excess of amounts accrued to be approximately $570 million at September 30, 2019. Both the scope of claims asserted and GM Korea's assessment of any or all of the individual claim elements may change if new information becomes available or the legal or regulatory frameworks change.

GM Korea is also party to litigation with current and former salaried employees over allegations relating to Ordinary Wages regulation and whether to include fixed bonuses in the calculation of Ordinary Wages. In 2017, the Seoul High Court held that certain workers are not barred from filing retroactive wage claims. GM Korea appealed this ruling to the Korean Supreme Court. The Korean Supreme Court has not yet rendered a decision. We estimate our reasonably possible loss in excess of amounts accrued

to be approximately $160 million at September 30, 2019. Both the scope of claims asserted and GM Korea's assessment of any or all of the individual claim elements may change if new information becomes available or the legal or regulatory frameworks change.

GM Korea is also party to litigation with current and former subcontract workers over allegations that they are entitled to the same wages and benefits provided to full-time employees, and to be hired as full-time employees. In May 2018, the Korean labor authorities issued an adverse administrative order finding that GM Korea must hire certain current subcontract workers as full-time employees. GM Korea appealed that order. At September 30, 2019, our accrual covering certain asserted claims and claims that we believe are probable of assertion and for which liability is probable was approximately $170 million, which was substantially consistent with prior period amounts. We estimate the reasonably possible loss in excess of amounts accrued for other current subcontract workers who may assert similar claims to be approximately $130 million at September 30, 2019. We are currently unable to estimate any possible loss or range of loss that may result from additional claims that may be asserted by former subcontract workers.

GM Brazil Indirect Tax Claim In February and April 2019, the Superior Judicial Court of Brazil rendered favorable decisions on a case brought by GM Brazil challenging whether a certain state value-added tax should be included in the calculation of federal gross receipts taxes. The decisions will allow the Company the right to recover, through offset of federal tax liabilities, amounts collected by the government from August 2001 to December 2014. As a result of the favorable decisions, we recorded pre-tax recoveries of $857 million and $380 million in Automotive and other cost of sales in the three months ended March 31, 2019 and June 30, 2019. In August 2019, the Superior Judicial Court of Brazil rendered a favorable decision on another GM Brazil case, granting GM Brazil the right to recover tax amounts collected by the government from January 2015 to February 2017. We recorded pre-tax recoveries of $123 million in Automotive and other cost of sales in the three months ended September 30, 2019. Timing on realization of these recoveries is dependent upon the timing of administrative approvals and generation of federal tax liabilities eligible for offset. The Brazilian IRS request for a Motion of Clarification on this matter has been scheduled to be determined by the Brazilian Supreme Court as early as December 2019. In addition, we expect third parties to make claims on some or all of the pre-tax recoveries, which GM intends to defend against.

Other Litigation-Related Liability and Tax Administrative Matters Various other legal actions, including class actions, governmental investigations, claims and proceedings are pending against us or our related companies or joint ventures, including matters arising out of alleged product defects; employment-related matters; product and workplace safety, vehicle emissions and fuel economy regulations; product warranties; financial services; dealer, supplier and other contractual relationships; government regulations relating to competition issues; tax-related matters not subject to the provision of Accounting Standards Codification 740, Income Taxes (indirect tax-related matters); product design, manufacture and performance; consumer protection laws; and environmental protection laws, including laws regulating air emissions, water discharges, waste management and environmental remediation from stationary sources.

There are several putative class actions pending against GM in federal courts in the U.S., the Provincial Courts in Canada and Israel alleging that various vehicles sold, including model year 2011-2016 Duramax Diesel Chevrolet Silverado and GMC Sierra vehicles, violate federal, state and foreign emission standards. GM has also faced a series of additional lawsuits based primarily on allegations in the Duramax suit, including putative shareholder class actions claiming violations of federal securities law and a shareholder demand lawsuit. The securities lawsuits have been voluntarily dismissed by the plaintiffs in those actions. At this stage of these proceedings, we are unable to provide an evaluation of the likelihood that a loss will be incurred or an estimate of the amounts or range of possible loss.

We believe that appropriate accruals have been established for losses that are probable and can be reasonably estimated. It is possible that the resolution of one or more of these matters could exceed the amounts accrued in an amount that could be material to our results of operations. We also from time to time receive subpoenas and other inquiries or requests for information from agencies or other representatives of U.S. federal, state and foreign governments on a variety of issues.

Indirect tax-related matters are being litigated globally pertaining to value added taxes, customs, duties, sales, property taxes and other non-income tax related tax exposures. The various non-U.S. labor-related matters include claims from current and former employees related to alleged unpaid wage, benefit, severance and other compensation matters. Certain administrative proceedings are indirect tax-related and may require that we deposit funds in escrow or provide an alternative form of security which may range from $200 million to $500 million at September 30, 2019. Some of the matters may involve compensatory, punitive or other treble damage claims, environmental remediation programs or sanctions that, if granted, could require us to pay damages or make other expenditures in amounts that could not be reasonably estimated at September 30, 2019. We believe that appropriate accruals have

been established for losses that are probable and can be reasonably estimated. For indirect tax-related matters we estimate our reasonably possible loss in excess of amounts accrued to be up to approximately $900 million at September 30, 2019.

Takata Matters In May 2016, the National Highway Traffic Safety Administration (NHTSA) issued an amended consent order requiring Takata to file defect information reports (DIRs) for previously unrecalled front airbag inflators that contain phased-stabilized ammonium nitrate-based propellant without a moisture absorbing desiccant on a multi-year, risk-based schedule through 2019 impacting tens of millions of vehicles produced by numerous automotive manufacturers. NHTSA concluded that the likely root cause of the rupturing of the airbag inflators is a function of time, temperature cycling and environmental moisture.

Although we do not believe there is a safety defect at this time in any unrecalled GM vehicles within scope of the Takata DIRs, in cooperation with NHTSA we have filed Preliminary DIRs covering certain of our GMT900 vehicles, which are full-size pickup trucks and sport utility vehicles (SUVs). We have also filed petitions for inconsequentiality with respect to the vehicles subject to those Preliminary DIRs. NHTSA has consolidated our petitions and will rule on them at the same time.

While these petitions have been pending, we have provided NHTSA with the results of our long-term studies and the studies performed by third-party experts, all of which form the basis for our determination that the inflators in these vehicles do not present an unreasonable risk to safety and that no repair should ultimately be required.

We believe these vehicles are currently performing as designed and our inflator aging studies and field data support the belief that the vehicles' unique design and integration mitigates against inflator propellant degradation and rupture risk. For example, the airbag inflators used in the vehicles are a variant engineered specifically for our vehicles, and include features such as greater venting, unique propellant wafer configurations, and machined steel end caps. The inflators are packaged in the instrument panel in such a way as to minimize exposure to moisture from the climate control system. Also, these vehicles have features that minimize the maximum temperature to which the inflator will be exposed, such as larger interior volumes and standard solar absorbing windshields and side glass.

Accordingly, no warranty provision has been made for any repair associated with our vehicles subject to the Preliminary DIRs and amended consent order. However, in the event we are ultimately obligated to repair the vehicles subject to current or future Takata DIRs under the amended consent order in the U.S., we estimate a reasonably possible impact to GM of approximately $1.2 billion.

GM has recalled certain vehicles sold outside of the U.S. to replace Takata inflators in those vehicles. There are significant differences in vehicle and inflator design between the relevant vehicles sold internationally and those sold in the U.S. We continue to gather and analyze evidence about these inflators and to share our findings with regulators. Additional recalls, if any, could be material to our results of operations and cash flows. We continue to monitor the international situation.

Through October 15, 2019 we are aware of five putative class actions filed against GM in federal court in the U.S., one putative class action in Mexico, one putative class action in Israel and three putative class actions pending in various Provincial Courts in Canada arising out of allegations that airbag inflators manufactured by Takata are defective. At this early stage of these proceedings, we are unable to provide an evaluation of the likelihood that a loss will be incurred or an estimate of the amounts or range of possible loss.

Product Liability We recorded liabilities of $547 million and $531 million in Accrued liabilities and Other liabilities at September 30, 2019 and December 31, 2018 for the expected cost of all known product liability claims, plus an estimate of the expected cost for product liability claims that have already been incurred and are expected to be filed in the future for which we are self-insured. It is reasonably possible that our accruals for product liability claims may increase in future periods in material amounts, although we cannot estimate a reasonable range of incremental loss based on currently available information. Other than claims relating to the ignition switch recalls discussed above, we believe that any judgment against us involving our and MLC products for actual damages will be adequately covered by our recorded accruals and, where applicable, excess liability insurance coverage.

Guarantees We enter into indemnification agreements for liability claims involving products manufactured primarily by certain joint ventures. These guarantees terminate in years ranging from 2019 to 2024 or upon the occurrence of specific events or are ongoing. We believe that the related potential costs incurred are adequately covered by our recorded accruals, which are insignificant. The maximum future undiscounted payments mainly based on vehicles sold to date were $2.7 billion and $2.4 billion for these guarantees at September 30, 2019 and December 31, 2018, the majority of which relates to the indemnification agreements.

We provide payment guarantees on commercial loans outstanding with third parties such as dealers. In some instances, certain assets of the party or our payables to the party whose debt or performance we have guaranteed may offset, to some degree, the amount of any potential future payments. We are also exposed to residual value guarantees associated with certain sales to rental car companies.

We periodically enter into agreements that incorporate indemnification provisions in the normal course of business. It is not possible to estimate our maximum exposure under these indemnifications or guarantees due to the conditional nature of these obligations. Insignificant amounts have been recorded for such obligations as the majority of them are not probable or estimable at this time and the fair value of the guarantees at issuance was insignificant. Refer to Note 18 for additional information on our indemnification obligations to PSA Group under the Master Agreement (the Agreement) between GM and PSA Group.

Operating Leases Our portfolio of leases primarily consists of real estate office space, manufacturing and warehousing facilities, land and equipment. Certain leases contain escalation clauses and renewal or purchase options, and generally our leases have no residual value guarantees or material covenants. We exclude leases with a term of one year or less from our balance sheet, and do not separate non-lease components from our real estate leases.

Rent expense under operating leases was $84 million and $266 million in the three and nine months ended September 30, 2019. Variable lease costs were insignificant in the three and nine months ended September 30, 2019. At September 30, 2019 operating lease right of use assets in Other assets were $1.2 billion, operating lease liabilities in Accrued liabilities were $243 million and non-current operating lease liabilities in Other liabilities were $1.0 billion. Operating lease right of use assets obtained in exchange for lease obligations were $470 million in the nine months ended September 30, 2019. Our undiscounted future lease obligations related to operating leases having initial terms in excess of one year are $67 million for the three months ending December 31, 2019 and $270 million, $246 million, $178 million, $166 million and $582 million for the years 2020, 2021, 2022, 2023 and thereafter, with imputed interest of $217 million at September 30, 2019. The weighted average discount rate was 4.2% and the weighted-average remaining lease term was 7.3 years at September 30, 2019. Payments for operating leases included in Net cash provided by (used in) operating activities were $271 million in the nine months ended September 30, 2019. Lease agreements that have not yet commenced were insignificant at September 30, 2019.

Note 14. Income Taxes

For interim income tax reporting we estimate our annual effective tax rate and apply it to our year to date ordinary income (loss). Tax jurisdictions with a projected or year to date loss for which a tax benefit cannot be realized are excluded. The tax effects of unusual or infrequently occurring items, including changes in judgment about valuation allowances and effects of changes in tax laws or rates, are reported in the interim period in which they occur. We have open tax years from 2009 to 2018 with various significant tax jurisdictions.

In the three months ended September 30, 2019 Income tax expense of $271 million was primarily due to tax expense attributable to entities included in our effective tax rate calculation, partially offset by U.S. tax benefits from foreign activity. In the three months ended September 30, 2018 Income tax expense of $100 million was primarily due to tax expense attributable to entities included in our effective tax rate calculation, partially offset by a $157 million tax change related to U.S. tax reform.

In the nine months ended September 30, 2019 Income tax expense of $932 million was primarily due to tax expense attributable to entities included in our effective tax rate calculation, partially offset by U.S. tax benefits from foreign activity, tax settlements, and a release of valuation allowance. In the nine months ended September 30, 2018 Income tax expense of $1.1 billion was primarily due to tax expense attributable to entities included in our effective tax rate calculation, partially offset by a $157 million tax change related to U.S. tax reform.

At September 30, 2019 we had $23.1 billion of net deferred tax assets consisting of net operating losses and income tax credits, capitalized research expenditures and other timing differences that are available to offset future income tax liabilities, partially offset by valuation allowances.

Note 15. Restructuring and Other Initiatives

We have executed various restructuring and other initiatives and we may execute additional initiatives in the future, if necessary, to streamline manufacturing capacity and reduce other costs to improve the utilization of remaining facilities. To the extent these programs involve voluntary separations, a liability is generally recorded at the time offers to employees are accepted. To the extent these programs provide separation benefits in accordance with pre-existing agreements, a liability is recorded once the amount is probable and reasonably estimable. If employees are involuntarily terminated, a liability is generally recorded at the communication date. Related charges are recorded in Automotive and other cost of sales and Automotive and other selling, general and administrative expense. The following table summarizes the reserves and charges related to restructuring and other initiatives, including postemployment benefit reserves and charges:

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Balance at beginning of period	$ 919	$ 274	$ 1,122	$ 227
Additions, interest accretion and other	211	8	499	600
Payments	(162)	(72)	(645)	(567)
Revisions to estimates and effect of foreign currency	(30)	(3)	(38)	(53)
Balance at end of period	$ 938	$ 207	$ 938	$ 207

In the three and nine months ended September 30, 2019 restructuring and other initiatives primarily included actions related to our announced transformation activities, which includes the unallocation of products to certain manufacturing facilities and other employee separation programs. We recorded charges of $390 million, primarily in GMNA, in the three months ended September 30, 2019 consisting of $209 million, primarily in pension curtailment and other charges, which are not reflected in the table above, and $181 million, primarily in supplier-related charges, reflected in the table above. We recorded charges of $1.5 billion, primarily in GMNA, in the nine months ended September 30, 2019 consisting of $1.1 billion primarily in non-cash accelerated depreciation and pension curtailment and other charges, not reflected in the table above, and $421 million primarily in supplier-related charges, which are reflected in the table above. These programs have a total cost since inception of $2.9 billion and we expect to incur additional restructuring and other charges in the three months ending December 31, 2019 that range from $100 million to $300 million, primarily related to employee-related separation charges and accelerated depreciation. We incurred $645 million in cash outflows resulting from these restructuring actions, primarily for employee separation payments and supplier-related payments, in the nine months ended September 30, 2019. We expect additional cash outflows related to these activities of approximately $900 million to be substantially complete by the end of 2020.

In the nine months ended September 30, 2018 restructuring and other initiatives primarily included the closure of a facility and other restructuring actions in Korea. We recorded charges of $1.0 billion related to Korea in GMI, net of noncontrolling interests in the nine months ended September 30, 2018. These charges consisted of $537 million in non-cash asset impairments and other charges, not reflected in the table above, and $495 million in employee separation charges, which are reflected in the table above, in the nine months ended September 30, 2018. We incurred $748 million in cash outflows in the nine months ended September 30, 2018 and $775 million in cash outflows in the year ended December 31, 2018 resulting from these Korea restructuring actions primarily for employee separations and statutory pension payments. These programs were substantially complete at December 31, 2018.

Note 16. Stockholders' Equity and Noncontrolling Interests

We had 2.0 billion shares of preferred stock and 5.0 billion shares of common stock authorized for issuance, and no shares of preferred stock and 1.4 billion shares of common stock issued and outstanding at September 30, 2019 and December 31, 2018.

Warrants At December 31, 2018 we had 15 million warrants outstanding that we issued in July 2009. The warrants were exercisable at any time prior to July 10, 2019 at an exercise price of $18.33 per share. Outstanding warrants expired on July 10, 2019.

In September 2018 GM Financial issued $500 million of Fixed-to-Floating Rate Cumulative Perpetual Stock, Series B, $0.01 par value, with liquidation preference of $1,000 per share. The preferred stock is classified as noncontrolling interests on our condensed consolidated financial statements. Dividends are paid semi-annually and began March 30, 2019 at a fixed rate of 6.50%.

Cruise Preferred Shares In May 2019, GM Cruise Holdings LLC (Cruise Holdings), our subsidiary, entered into a Purchase Agreement with SoftBank Vision Fund (AIV M2), L.P. (The Vision Fund), General Motors Holdings LLC, Honda Motor Co., Ltd. (Honda), and certain other investors pursuant to which Cruise Holdings received $1.1 billion in exchange for issuing Class F Preferred Shares (Cruise Class F Preferred Shares), including $687 million from General Motors Holdings LLC. In July 2019, regulatory approval was received resulting in an additional insignificant amount received from, and Cruise Class F Preferred Shares issued to, The Vision Fund in August 2019. Total proceeds from the issuance of Cruise Class F Preferred Shares were $1.2 billion, representing approximately 6.6% of the fully diluted equity of Cruise Holdings. All proceeds related to the Cruise Class F Preferred Shares are designated exclusively for working capital and general corporate purposes of Cruise. The Cruise Class F Preferred Shares participate pari passu with holders of Cruise Holdings common stock in any dividends declared. The Cruise Class F Preferred Shares have the right to vote on the election of one director, who is elected by the vote of a majority of the Cruise Holdings common stock and the Cruise Class F Preferred Shares. Prior to an initial public offering, the holders of Cruise Class F Preferred Shares are restricted from transferring the Cruise Class F Preferred Shares until May 7, 2023. The Cruise Class F Preferred Shares only convert into common stock of Cruise Holdings at specified exchange ratios upon occurrence of an initial public offering. No covenants or other events of default that can trigger redemption of the Class F Preferred Shares exist. The Cruise Class F Preferred Shares are entitled to receive the greater of their carrying value or a pro-rata share of any proceeds or distributions upon the occurrence of a merger, sale, liquidation or dissolution of Cruise Holdings. The Cruise Class F Preferred Shares are classified as noncontrolling interests in our condensed consolidated financial statements. At September 30, 2019, external investors held 17.3% of the fully diluted equity in Cruise Holdings.

In June 2018, Cruise Holdings issued $900 million of convertible preferred shares (Cruise Preferred Shares) to an affiliate of The Vision Fund, which subsequently assigned such shares to The Vision Fund. Immediately prior to the issuance of the Cruise Preferred Shares, we invested $1.1 billion in Cruise Holdings. When Cruise's autonomous vehicles are ready for commercial deployment, The Vision Fund is obligated to purchase additional Cruise Preferred Shares for $1.35 billion. All proceeds are designated exclusively for working capital and general corporate purposes of Cruise. Dividends are cumulative and accrue at an annual rate of 7% and are payable quarterly in cash or in-kind, at Cruise's discretion. The Cruise Preferred Shares are also entitled to participate in Cruise dividends above a defined threshold. Prior to an initial public offering, The Vision Fund is restricted from transferring the Cruise Preferred Shares until June 28, 2025. The Cruise Preferred Shares are classified as noncontrolling interests in our condensed consolidated financial statements.

GM Korea Preferred Shares In May 2018, the Korea Development Bank (KDB) agreed to purchase approximately $750 million of GM Korea's Class B Preferred Shares from GM Korea (GM Korea Preferred Shares), $361 million of which was received in June 2018 with the remainder received in the three months ended December 31, 2018. Dividends on the GM Korea Preferred Shares are cumulative and accrue at an annual rate of 1%. GM Korea can call the preferred shares at their original issue price six years from the date of issuance and once called, the preferred shares can be converted into common shares of GM Korea at the option of the holder. The KDB investment can only be used for purposes of funding capital expenditures in GM Korea. The GM Korea Preferred Shares are classified as noncontrolling interests in our condensed consolidated financial statements. In conjunction with the GM Korea Preferred Share issuance we agreed to provide GM Korea future funding, if needed, not to exceed $2.8 billion through December 31, 2027, inclusive of $2.0 billion of planned capital expenditures through 2027.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS —— (Continued)

The following table summarizes the significant components of Accumulated other comprehensive loss:

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Foreign Currency Translation Adjustments				
Balance at beginning of period	$ (2,078)	$ (1,826)	$ (2,250)	$ (1,606)
Other comprehensive loss and noncontrolling interests, net of reclassification adjustment, tax and impact of adoption of accounting standards(a)(b)(c)	(341)	(215)	(169)	(435)
Balance at end of period	$ (2,419)	$ (2,041)	$ (2,419)	$ (2,041)
Defined Benefit Plans				
Balance at beginning of period	$ (6,695)	$ (6,290)	$ (6,737)	$ (6,398)
Other comprehensive income (loss) before reclassification adjustment, net of tax and impact of adoption of accounting standards(b)(c)	80	(4)	51	16
Reclassification adjustment, net of tax(b)	40	63	111	151
Other comprehensive income, net of tax and impact of adoption of accounting standards(b)(c)	120	59	162	167
Balance at end of period(d)	$ (6,575)	$ (6,231)	$ (6,575)	$ (6,231)

(a) The noncontrolling interests and reclassification adjustment were insignificant in the three and nine months ended September 30, 2019 and 2018.
(b) The income tax effect was insignificant in the three and nine months ended September 30, 2019 and 2018.
(c) Refer to our 2018 Form 10-K for additional information on adoption of accounting standards in 2018.
(d) Primarily consists of unamortized actuarial loss on our defined benefit plans. Refer to the critical accounting estimates section of our 2018 Form 10-K for additional information.

Note 17. Earnings Per Share

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Basic earnings per share				
Income from continuing operations(a)	$ 2,351	$ 2,534	$ 6,926	$ 6,040
Less: cumulative dividends on subsidiary preferred stock	(38)	(31)	(113)	(60)
Income from continuing operations attributable to common stockholders	2,313	2,503	6,813	5,980
Loss from discontinued operations, net of tax	—	—	—	70
Net income attributable to common stockholders	$ 2,313	$ 2,503	$ 6,813	$ 5,910
Weighted-average common shares outstanding	1,428	1,412	1,422	1,410
Basic earnings per common share – continuing operations	$ 1.62	$ 1.77	$ 4.79	$ 4.24
Basic loss per common share – discontinued operations	$ —	$ —	$ —	$ 0.05
Basic earnings per common share	$ 1.62	$ 1.77	$ 4.79	$ 4.19
Diluted earnings per share				
Income from continuing operations attributable to common stockholders – diluted(a)	$ 2,313	$ 2,503	$ 6,813	$ 5,980
Loss from discontinued operations, net of tax – diluted	$ —	$ —	$ —	$ 70
Net income attributable to common stockholders – diluted	$ 2,313	$ 2,503	$ 6,813	$ 5,910
Weighted-average common shares outstanding – basic	1,428	1,412	1,422	1,410
Dilutive effect of warrants and awards under stock incentive plans	14	19	17	21
Weighted-average common shares outstanding – diluted	1,442	1,431	1,439	1,431
Diluted earnings per common share – continuing operations	$ 1.60	$ 1.75	$ 4.74	$ 4.18
Diluted loss per common share – discontinued operations	$ —	$ —	$ —	$ 0.05
Diluted earnings per common share	$ 1.60	$ 1.75	$ 4.74	$ 4.13
Potentially dilutive securities(b)	7	4	7	4

(a) Net of Net loss attributable to noncontrolling interests.

(b) Potentially dilutive securities attributable to outstanding stock options and Restricted Stock Units (RSUs) were excluded from the computation of diluted earnings per share (EPS) because the securities would have had an antidilutive effect.

Note 18. Discontinued Operations

On July 31, 2017 we closed the sale of the Opel and Vauxhall businesses and certain other assets in Europe (the Opel/Vauxhall Business) to PSA Group. On October 31, 2017 we closed the sale of the European financing subsidiaries and branches (the Fincos, and together with the Opel/Vauxhall Business, the European Business) to Banque PSA Finance S.A. and BNP Paribas Personal Finance S.A. Our wholly owned subsidiary (the Seller) agreed to indemnify PSA Group for certain losses resulting from any inaccuracy of the representations and warranties or breaches of our covenants included in the Agreement and for certain other liabilities, including certain emissions and product liabilities. The Company entered into a guarantee for the benefit of PSA Group and pursuant to which the Company agreed to guarantee the Seller's obligation to indemnify PSA Group. Certain of these indemnification obligations are subject to time limitations, thresholds and/or caps as to the amount of required payments.

Although the sale reduced our new vehicle presence in Europe, we may still be impacted by actions taken by regulators related to vehicles sold before the sale. In Germany, the Kraftfahrt-Bundesamt (KBA) issued an order in October 2018, which would convert Opel's existing voluntary recall of certain vehicles into a mandatory recall for allegedly failing to comply with certain emissions regulations. In addition, at the KBA's request, the German authorities re-opened a separate criminal investigation that had previously been closed with no action. Opel is challenging the mandatory recall order of the KBA in court on the grounds that the emission control systems contained in the subject vehicles have at all times complied with the regulations in place when the vehicles were manufactured, tested, approved and sold.

In 2017 and 2018, Opel initiated a voluntarily recall/service campaign for many of these vehicles and such voluntary actions remain ongoing while Opel's challenge of the mandatory recall remains pending. Opel's voluntary recall and service actions have been undertaken at its own expense, and this expense should not be transferred to the Seller because it was accounted for at the time of the sale. However, the Seller may be obligated to indemnify PSA Group for certain additional expenses resulting from any mandatory recall that might be ordered to be implemented, as well as related potential litigation costs, settlements, judgments and potential fines. We are unable to estimate any reasonably possible loss or range of loss that may result from this matter.

We continue to purchase from and supply to PSA Group certain vehicles, parts and engineering services for a period of time following closing. The following table summarizes transactions with the Opel/Vauxhall Business:

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Net sales and revenue(a)	$ 140	$ 339	$ 1,008	$ 1,507
Purchases and expenses(a)	$ 243	$ 297	$ 648	$ 1,134
Cash payments(b)			$ 762	$ 1,483
Cash receipts(b)			$ 1,223	$ 1,926

(a) Included in Income from continuing operations.
(b) Included in Net cash provided by operating activities.

Note 19. Segment Reporting

We analyze the results of our business through the following reportable segments: GMNA, GMI, Cruise and GM Financial. The chief operating decision maker evaluates the operating results and performance of our automotive segments and Cruise through earnings before interest and taxes (EBIT)-adjusted, which is presented net of noncontrolling interests. The chief operating decision maker evaluates GM Financial through earnings before income taxes (EBT)-adjusted because interest income and interest expense are part of operating results when assessing and measuring the operational and financial performance of the segment. Each segment has a manager responsible for executing our strategic initiatives. While not all vehicles within a segment are individually profitable on a fully allocated cost basis, those vehicles attract customers to dealer showrooms and help maintain sales volumes for other, more profitable vehicles and contribute towards meeting required fuel efficiency standards. As a result of these and other factors, we do not manage our business on an individual brand or vehicle basis.

Substantially all of the trucks, crossovers, cars and automobile parts produced are marketed through retail dealers in North America and through distributors and dealers outside of North America, the substantial majority of which are independently owned. In addition to the products sold to dealers for consumer retail sales, trucks, crossovers and cars are also sold to fleet customers, including daily rental car companies, commercial fleet customers, leasing companies and governments. Fleet sales are completed through the dealer network and in some cases directly with fleet customers. Retail and fleet customers can obtain a wide range of after-sale vehicle services and products through the dealer network, such as maintenance, light repairs, collision repairs, vehicle accessories and extended service warranties.

GMNA meets the demands of customers in North America with vehicles developed, manufactured and/or marketed under the Buick, Cadillac, Chevrolet and GMC brands. GMI primarily meets the demands of customers outside North America with vehicles developed, manufactured and/or marketed under the Buick, Cadillac, Chevrolet, GMC, and Holden brands. We also have equity ownership stakes in entities that meet the demands of customers in other countries, primarily China, with vehicles developed, manufactured and/or marketed under the Baojun, Buick, Cadillac, Chevrolet, Jiefang and Wuling brands. Cruise, formerly GM Cruise, is our global segment responsible for the development and commercialization of autonomous vehicle technology, and includes autonomous vehicle-related engineering and other costs.

Our automotive interest income and interest expense, Maven, legacy costs from theOpel/Vauxhall Business (primarily pension costs), corporate expenditures and certain nonsegment-specific revenues and expenses are recorded centrally in Corporate. Corporate assets primarily consist of cash and cash equivalents, marketable debt securities, our investment in Lyft, PSA warrants, Maven vehicles and intercompany balances. Retained net underfunded pension liabilities related to the European Business are also recorded in Corporate. All intersegment balances and transactions have been eliminated in consolidation.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS —— (Continued)

The following tables summarize key financial information by segment:

	At and For the Three Months Ended September 30, 2019								
	GMNA	GMI	Corporate	Eliminations	Total Automotive	Cruise	GM Financial	Eliminations/Reclassifications	Total
Net sales and revenue	$ 27,971	$ 3,794	$ 52		$ 31,817	$ 25	$ 3,659	$ (28)	$ 35,473
Earnings (loss) before interest and taxes-adjusted	$ 3,023	$ (65)	$ (451)		$ 2,507	$ (251)	$ 711	$ (1)	$ 2,966
Adjustments(a)	$ (359)	$ 92	$ —		$ (267)	$ —	$ —	$ —	(267)
Automotive interest income									129
Automotive interest expense									(206)
Net (loss) attributable to noncontrolling interests									(40)
Income before income taxes									2,582
Income tax expense									(271)
Income from continuing operations									2,311
Loss from discontinued operations, net of tax									—
Net loss attributable to noncontrolling interests									40
Net income attributable to stockholders									$ 2,351
Equity in net assets of nonconsolidated affiliates	$ 85	$ 7,024	$ 6	$ —	$ 7,115	$ —	$ 1,381	$ —	$ 8,496
Goodwill and intangibles	$ 2,488	$ 896	$ 1	$ —	$ 3,385	$ 670	$ 1,353	$ —	$ 5,408
Total assets	$ 115,995	$ 25,562	$ 34,309	$ (56,381)	$ 119,485	$ 4,406	$ 109,099	$ (1,461)	$ 231,529
Depreciation and amortization	$ 1,325	$ 133	$ 11	$ —	$ 1,469	$ 7	$ 1,832	$ —	$ 3,308
Impairment charges	$ —	$ 1	$ —	$ —	$ 1	$ —	$ —	$ —	$ 1
Equity income (loss)	$ 3	$ 279	$ (6)	$ —	$ 276	$ —	$ 39	$ —	$ 315

(a) Consists of restructuring and other charges related to transformation activities of $390 million, primarily in GMNA and a benefit of $123 million related to the retrospective recoveries of indirect taxes in Brazil in GMI.

	At and For the Three Months Ended September 30, 2018								
	GMNA	GMI	Corporate	Eliminations	Total Automotive	Cruise	GM Financial	Eliminations	Total
Net sales and revenue	$ 27,650	$ 4,582	$ 56		$ 32,288	$ —	$ 3,518	$ (15)	$ 35,791
Earnings (loss) before interest and taxes-adjusted	$ 2,825	$ 139	$ (94)		$ 2,870	$ (214)	$ 498	$ (1)	$ 3,153
Adjustments(a)	$ —	$ —	$ (440)		$ (440)	$ —	$ —	$ —	(440)
Automotive interest income									82
Automotive interest expense									(161)
Net (loss) attributable to noncontrolling interests									(4)
Income before income taxes									2,630
Income tax expense									(100)
Income from continuing operations									2,530
Loss from discontinued operations, net of tax									—
Net loss attributable to noncontrolling interests									4
Net income attributable to stockholders									$ 2,534
Equity in net assets of nonconsolidated affiliates	$ 77	$ 7,770	$ —	$ —	$ 7,847	$ —	$ 1,308	$ —	$ 9,155
Goodwill and intangibles	$ 2,674	$ 939	$ 2	$ —	$ 3,615	$ 679	$ 1,357	$ —	$ 5,651
Total assets	$ 110,245	$ 25,780	$ 28,194	$ (45,323)	$ 118,896	$ 2,567	$ 105,658	$ (1,410)	$ 225,711
Depreciation and amortization	$ 1,251	$ 136	$ 12	$ —	$ 1,399	$ 2	$ 1,904	$ —	$ 3,305
Impairment charges	$ —	$ 2	$ 6	$ —	$ 8	$ —	$ —	$ —	$ 8
Equity income	$ 2	$ 484	$ —	$ —	$ 486	$ —	$ 44	$ —	$ 530

(a) Consists of charges for ignition switch-related legal matters.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS —— (Continued)

	At and For the Nine Months Ended September 30, 2019								
	GMNA	GMI	Corporate	Eliminations	Total Automotive	Cruise	GM Financial	Eliminations/Reclassifications	Total
Net sales and revenue	$ 83,660	$ 11,691	$ 152		$ 95,503	$ 75	$ 10,918	$ (85)	$ 106,411
Earnings (loss) before interest and taxes-adjusted	$ 7,941	$ (82)	$ (461)		$ 7,398	$ (699)	$ 1,606	$ (17)	$ 8,288
Adjustments(a)	$ (1,478)	$ 1,299	$ (2)		$ (181)	$ —	$ —	$ —	(181)
Automotive interest income									333
Automotive interest expense									(582)
Net (loss) attributable to noncontrolling interests									(67)
Income before income taxes									7,791
Income tax expense									(932)
Income from continuing operations									6,859
Loss from discontinued operations, net of tax									—
Net loss attributable to noncontrolling interests									67
Net income attributable to stockholders									$ 6,926
Depreciation and amortization	$ 4,803	$ 379	$ 36	$ —	$ 5,218	$ 16	$ 5,579	$ —	$ 10,813
Impairment charges	$ 15	$ 4	$ —	$ —	$ 19	$ —	$ —	$ —	$ 19
Equity income (loss)	$ 7	$ 886	$ (19)	$ —	$ 874	$ —	$ 126	$ —	$ 1,000

(a) Consists of restructuring and other charges related to transformation activities of $1.5 billion, primarily in GMNA and a benefit of $1.4 billion related to the retrospective recoveries of indirect taxes in Brazil in GMI.

	At and For the Nine Months Ended September 30, 2018								
	GMNA	GMI	Corporate	Eliminations	Total Automotive	Cruise	GM Financial	Eliminations	Total
Net sales and revenue	$ 83,969	$ 14,188	$ 155		$ 98,312	$ —	$ 10,417	$ (79)	$ 108,650
Earnings (loss) before interest and taxes-adjusted	$ 7,728	$ 471	$ (187)		$ 8,012	$ (534)	$ 1,477	$ —	$ 8,955
Adjustments(a)	$ —	$ (1,138)	$ (440)		$ (1,578)	$ —	$ —	$ —	(1,578)
Automotive interest income									218
Automotive interest expense									(470)
Net (loss) attributable to noncontrolling interests									(34)
Income before income taxes									7,091
Income tax expense									(1,085)
Income from continuing operations									6,006
Loss from discontinued operations, net of tax									(70)
Net loss attributable to noncontrolling interests									34
Net income attributable to stockholders									$ 5,970
Depreciation and amortization	$ 3,474	$ 426	$ 36	$ —	$ 3,936	$ 5	$ 5,560	$ —	$ 9,501
Impairment charges	$ 53	$ 463	$ 6	$ —	$ 522	$ —	$ —	$ —	$ 522
Equity income	$ 7	$ 1,667	$ —	$ —	$ 1,674	$ —	$ 141	$ —	$ 1,815

(a) Consists of charges of $1.1 billion related to restructuring actions in Korea in GMI, which is net of noncontrolling interest, and charges of $440 million for ignition switch-related legal matters in Corporate.

Note 20. Subsequent Event

On October 25, 2019 we entered into a new collectively bargained labor agreement (Labor Agreement) with the International Union, United Automobile, Aerospace and Agriculture Implement Workers of America (UAW). The Labor Agreement, which has a term of four years, covers the wages, hours, benefits and other terms and conditions of employment for our UAW-represented employees. Among other provisions, the key terms of the Labor Agreement include lump sum payments to eligible employees and wage increases for eligible employees. Severance incentive programs will be offered to qualified employees based on employee interest, eligibility and management approval. We will make additional manufacturing investments of approximately $7.7 billion to create or retain more than 9,000 UAW jobs during the period of the Labor Agreement.

* * * * * * *

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

Basis of Presentation This Management's Discussion and Analysis of Financial Condition and Results of Operations (MD&A) should be read in conjunction with the accompanying condensed consolidated financial statements and the audited consolidated financial statements and notes thereto included in our 2018 Form 10-K.

Forward-looking statements in this MD&A are not guarantees of future performance and may involve risks and uncertainties that could cause actual results to differ materially from those projected. Refer to the "Forward-Looking Statements" section of this MD&A and the "Risk Factors" section of our 2018 Form 10-K for a discussion of these risks and uncertainties. Except for per share amounts or as otherwise specified, dollar amounts presented within tables are stated in millions.

Non-GAAP Measures Unless otherwise indicated, our non-GAAP measures discussed in this MD&Aare related to our continuing operations and not our discontinued operations. Our non-GAAP measures include: EBIT-adjusted, presented net of noncontrolling interests; EBT-adjusted for our GM Financial segment; EPS-diluted-adjusted; effective tax rate-adjusted (ETR-adjusted); return on invested capital-adjusted (ROIC-adjusted) and adjusted automotive free cash flow.Our calculation of these non-GAAP measures may not be comparable to similarly titled measures of other companies due to potential differences between companies in the method of calculation. As a result, the use of these non-GAAP measures has limitations and should not be considered superior to, in isolation from, or as a substitute for, related U.S. GAAP measures.

These non-GAAP measures allow management and investors to view operating trends, perform analytical comparisons and benchmark performance between periods and among geographic regions to understand operating performance without regard to items we do not consider a component of our core operating performance. Furthermore, these non-GAAP measures allow investors the opportunity to measure and monitor our performance against our externally communicated targets and evaluate the investment decisions being made by management to improve ROIC-adjusted. Management uses these measures in its financial, investment and operational decision-making processes, for internal reporting and as part of its forecasting and budgeting processes. Further, our Board of Directors uses certain of these and other measures as key metrics to determine management performance under our performance-based compensation plans. For these reasons we believe these non-GAAP measures are useful for our investors.

EBIT-adjusted EBIT-adjusted is presented net of noncontrolling interests and is used by management and can be used by investors to review our consolidated operating results because it excludes automotive interest income, automotive interest expense and income taxes as well as certain additional adjustments that are not considered part of our core operations. Examples of adjustments to EBIT include but are not limited to impairment charges on long-lived assets and other exit costs resulting from strategic shifts in our operations or discrete market and business conditions; costs arising from the ignition switch recall and related legal matters; and certain currency devaluations associated with hyperinflationary economies. For EBIT-adjusted and our other non-GAAP measures, once we have made an adjustment in the current period for an item, we will also adjust the related non-GAAP measure in any future periods in which there is an impact from the item. Our corresponding measure for our GM Financial segment is EBT-adjusted.

EPS-diluted-adjusted EPS-diluted-adjusted is used by management and can be used by investors to review our consolidated diluted EPS results on a consistent basis. EPS-diluted-adjusted is calculated as net income attributable to common stockholders-diluted less income (loss) from discontinued operations on an after-tax basis, adjustments noted above for EBIT-adjusted and certain income tax adjustments divided by weighted-average common shares outstanding-diluted. Examples of income tax adjustments include the establishment or reversal of significant deferred tax asset valuation allowances.

ETR-adjusted ETR-adjusted is used by management and can be used by investors to review the consolidated effective tax rate for our core operations on a consistent basis. ETR-adjusted is calculated as Income tax expense less the income tax related to the adjustments noted above for EBIT-adjusted and the income tax adjustments noted above for EPS-diluted-adjusted divided by Income before income taxes less adjustments. When we provide an expected adjusted effective tax rate, we do not provide an expected effective tax rate because the U.S. GAAP measure may include significant adjustments that are difficult to predict.

ROIC-adjusted ROIC-adjusted is used by management and can be used by investors to review our investment and capital allocation decisions. We define ROIC-adjusted as EBIT-adjusted for the trailing four quarters divided by ROIC-adjusted average net assets, which is considered to be the average equity balances adjusted for average automotive debt and interest liabilities, exclusive of finance leases; average automotive net pension and OPEB liabilities; and average automotive net income tax assets during the same period.

Adjusted automotive free cash flow Adjusted automotive free cash flow is used by management and can be used by investors to review the liquidity of our automotive operations and to measure and monitor our performance against our capital allocation

program and evaluate our automotive liquidity against the substantial cash requirements of our automotive operations. We measure adjusted automotive free cash flow as automotive operating cash flow from continuing operations less capital expenditures adjusted for management actions. Management actions can include voluntary events such as discretionary contributions to employee benefit plans or nonrecurring specific events such as a closure of a facility that are considered special for EBIT-adjusted purposes. Refer to the "Liquidity and Capital Resources" section of this MD&A for additional information.

The following table reconciles Net income (loss) attributable to stockholders under U.S. GAAP to EBIT-adjusted

	Three Months Ended							
	September 30,		June 30,		March 31,		December 31,	
	2019	2018	2019	2018	2019	2018	2018	2017
Net income (loss) attributable to stockholders	$ 2,351	$ 2,534	$ 2,418	$ 2,390	$ 2,157	$ 1,046	$ 2,044	$ (5,151)
Loss from discontinued operations, net of tax	—	—	—	—	—	70	—	277
Income tax expense (benefit)	271	100	524	519	137	466	(611)	7,896
Automotive interest expense	206	161	195	159	181	150	185	145
Automotive interest income	(129)	(82)	(106)	(72)	(98)	(64)	(117)	(82)
Adjustments								
Transformation activities(a)	390	—	361	—	790	—	1,327	—
GM Brazil indirect tax recoveries(b)	(123)	—	(380)	—	(857)	—	—	—
GMI restructuring(c)	—	—	—	196	—	942	—	—
Ignition switch recall and related legal matters(d)	—	440	—	—	—	—	—	—
Total adjustments	267	440	(19)	196	(67)	942	1,327	—
EBIT-adjusted	$ 2,966	$ 3,153	$ 3,012	$ 3,192	$ 2,310	$ 2,610	$ 2,828	$ 3,085

(a) These adjustments were excluded because of a strategic decision to accelerate our transformation for the future to strengthen our core business, capitalize on the future of personal mobility and drive significant cost efficiencies. The adjustments primarily consist of supplier-related charges and pension curtailment and other charges in the three months ended September 30, 2019, supplier-related charges and accelerated depreciation in the three months ended June 30, 2019, accelerated depreciation in the three months ended March 31, 2019 and employee separation charges and accelerated depreciation in the three months ended December 31, 2018.

(b) These adjustments were excluded because of the unique events associated with decisions rendered by the Superior Judicial Court of Brazil resulting in retrospective recoveries of indirect taxes.

(c) These adjustments were excluded because of a strategic decision to rationalize our core operations by exiting or significantly reducing our presence in various international markets to focus resources on opportunities expected to deliver higher returns. The adjustments primarily consist of employee separation charges and asset impairments in Korea.

(d) This adjustment was excluded because of the unique events associated with the ignition switch recall, which included various investigations, inquiries and complaints from constituents.

The following table reconciles diluted earnings per common share under U.S. GAAP to EPS-diluted-adjusted

	Three Months Ended				Nine Months Ended			
	September 30, 2019		September 30, 2018		September 30, 2019		September 30, 2018	
	Amount	Per Share	Amount	Per Share	Amount	Per Share	Amount	Per Share
Diluted earnings per common share	$ 2,313	$ 1.60	$ 2,503	$ 1.75	$ 6,813	$ 4.74	$ 5,910	$ 4.13
Diluted loss per common share – discontinued operations	—	—	—	—	—	—	70	0.05
Adjustments(a)	267	0.18	440	0.31	181	0.12	1,578	1.10
Tax effect on adjustment(b)	(93)	(0.06)	(109)	(0.08)	(134)	(0.09)	(89)	(0.06)
Tax adjustment(c)	—	—	(157)	(0.11)	—	—	(157)	(0.11)
EPS-diluted-adjusted	$ 2,487	$ 1.72	$ 2,677	$ 1.87	$ 6,860	$ 4.77	$ 7,312	$ 5.11

(a) Refer to the reconciliation of Net income (loss) attributable to stockholders under U.S. GAAP to EBIT-adjusted within this section of the MD&A for the details of each individual adjustment.
(b) The tax effect of each adjustment is determined based on the tax laws and valuation allowance status of the jurisdiction to which the adjustment relates.
(c) This adjustment consists of a tax change related to U.S. tax reform in the three and nine months ended September 30, 2018.

The following table reconciles our effective tax rate under U.S. GAAP to ETR-adjusted:

	Three Months Ended						Nine Months Ended					
	September 30, 2019			September 30, 2018			September 30, 2019			September 30, 2018		
	Income before income taxes	Income tax expense	Effective tax rate	Income before income taxes	Income tax expense	Effective tax rate	Income before income taxes	Income tax expense	Effective tax rate	Income before income taxes	Income tax expense	Effective tax rate
Effective tax rate	$ 2,582	$ 271	10.5%	$ 2,630	$ 100	3.8%	$ 7,791	$ 932	12.0%	$ 7,091	$ 1,085	15.3%
Adjustments(a)	268	93		440	109		185	134		1,619	89	
Tax adjustment(b)		—			157			—			157	
ETR-adjusted	$ 2,850	$ 364	12.8%	$ 3,070	$ 366	11.9%	$ 7,976	$ 1,066	13.4%	$ 8,710	$ 1,331	15.3%

(a) Refer to the reconciliation of Net income (loss) attributable to stockholders under U.S. GAAP to EBIT-adjusted within this section of the MD&A for adjustment details. Net income attributable to noncontrolling interests included for these adjustments is insignificant in the three and nine months ended September 30, 2019 and $41 million in the nine months ended September 30, 2018. The tax effect of each adjustment is determined based on the tax laws and valuation allowance status of the jurisdiction to which the adjustment relates.
(b) Refer to the reconciliation of diluted earnings per common share under U.S. GAAP to EPS-diluted-adjusted within this section of the MD&A for adjustment details.

We define return on equity (ROE) as Net income (loss) attributable to stockholders for the trailing four quarters divided by average equity for the same period. Management uses average equity to provide comparable amounts in the calculation of ROE. The following table summarizes the calculation of ROE (dollars in billions):

	Four Quarters Ended	
	September 30, 2019	September 30, 2018
Net income (loss) attributable to stockholders	$ 9.0	$ 0.8
Average equity(a)	$ 42.8	$ 36.3
ROE	20.9%	2.3%

(a) Includes equity of noncontrolling interests where the corresponding earnings (loss) are included in Net income (loss) attributable to stockholders.

The following table summarizes the calculation of ROIC-adjusted (dollars in billions):

	Four Quarters Ended	
	September 30, 2019	September 30, 2018
EBIT-adjusted(a)	$ 11.1	$ 12.0
Average equity(b)	$ 42.8	$ 36.3
Add: Average automotive debt and interest liabilities (excluding finance leases)	14.8	14.2
Add: Average automotive net pension & OPEB liability	16.5	19.1
Less: Average automotive and other net income tax asset	(23.3)	(22.5)
ROIC-adjusted average net assets	$ 50.8	$ 47.1
ROIC-adjusted	21.9%	25.6%

(a) Refer to the reconciliation of Net income (loss) attributable to stockholders under U.S. GAAP to EBIT-adjusted within this section of the MD&A.
(b) Includes equity of noncontrolling interests where the corresponding earnings (loss) are included in EBIT-adjusted.

Overview Our management team has adopted a strategic plan to transform GM into the world's most valued automotive company. Our plan includes several major initiatives that we anticipate will redefine the future of personal mobility and advance our vision of zero crashes, zero emissions, zero congestion while also strengthening the core of our business: earning customers for life by delivering winning vehicles, leading the industry in quality and safety and improving the customer ownership experience; leading in technology and innovation, including electrification, autonomous vehicles and data connectivity; growing our brands; making tough, strategic decisions about which markets and products in which we will invest and compete; building profitable adjacent businesses and targeting 10% core margins on an EBIT-adjusted basis.

Our collective bargaining agreement with the UAW, which was ratified in November 2015, expired on September 14, 2019. The UAW went on strike on September 16, 2019, causing subsequent stoppages to most vehicle production and parts distribution across our North America facilities. On October 25, 2019, the UAW ratified a new Labor Agreement. The Labor Agreement, which has a term of four years, covers the wages, hours, benefits and other terms and conditions of employment for our UAW-represented employees. The key terms and provisions of the Labor Agreement are:

- Lump sum ratification bonus payments to eligible employees of $11,000 and eligible temporary employees of $4,500 in November 2019 totaling $0.5 billion;
- Lump sum payments, equivalent to 4% of qualified earnings, to eligible employees in November 2019 and October 2021;
- Lump sum payments of $1,000 to be made annually to eligible employees in June 2020 through June 2023;
- Gross wage increases of 3% in 2020 and 2022 for eligible employees;
- Detroit Hamtramck Assembly facility will remain open and receive a new product allocation. Lordstown Assembly, Baltimore Transmission and Warren Transmission facilities will close;
- Cash severance incentive programs to qualified employees based on employee interest, eligibility and management approval; and
- Additional manufacturing investments of approximately $7.7 billion to create or retain more than 9,000 UAW jobs during the period of the Labor Agreement.

Lump sum payments will be amortized over the term of the Labor Agreement. Restructuring charges for cash severance incentive programs will be recorded in the three months ending December 31, 2019 upon receipt of both employee acceptance and management approval.

We estimate that the lost vehicle production volumes and parts sales due to the UAW strike had an unfavorable impact of approximately $1.3 billion on our GMNA EBIT-adjusted in the three months ended September 30, 2019, which was partially offset by certain timing items of approximately $0.3 billion. In addition, we estimate an unfavorable impact to Net cash provided by operating activities in our condensed consolidated statement of cash flows of approximately $0.4 billion in the three months ended September 30, 2019. The UAW strike will also have a material impact on our results of operations for the three months ending December 31, 2019.

For the year ending December 31, 2019 we expect EPS-diluted of between $4.28 and $4.69 and EPS-diluted-adjusted of between $4.50 and $4.80, which includes management's estimate of the impact of the UAW strike on this period. The following table reconciles expected EPS-diluted under U.S. GAAP to expected EPS-diluted-adjusted and includes the future impact of any currently expected adjustments:

	Year Ending December 31, 2019
Diluted earnings per common share	$ 4.28-4.69
Adjustment - transformation activities	1.16-1.30
Adjustment - GM Brazil indirect tax recoveries	(0.95)
Tax effect on adjustments(a)	(0.13)-(0.10)
EPS-diluted-adjusted	$ 4.50-4.80

(a) The tax effect of each adjustment is determined based on the tax laws and valuation allowance status of the jurisdiction to which the adjustment relates.

We face continuing market, operating and regulatory challenges in a number of countries across the globe due to, among other factors, weak economic conditions, competitive pressures, our product portfolio offerings, heightened emissions standards, labor disruptions, foreign exchange volatility, rising material prices, trade policy and political uncertainty. As a result of these conditions, we continue to strategically assess our performance and ability to achieve acceptable returns on our invested capital, as well as our cost structure in order to maintain a low breakeven point. Refer to Item 1A. Risk Factors of our 2018 Form 10-K for a discussion on these challenges.

In November 2018 we announced plans to accelerate steps to improve our overall business performance, including the reorganization of global product development staffs, the realignment of manufacturing capacity in response to market-related volume declines in passenger cars and a reduction of our salaried workforce. We expect these transformation activities to drive between $5.5 billion and $6.0 billion of annual cash savings by the end of 2020, resulting from reductions in Automotive and other cost of sales in our condensed consolidated financial statements, as well as reduced capital expenditures. We expect to meet our revised cost savings target of between $4.0 billion and $4.5 billion, to be achieved through staffing, manufacturing and product initiatives. As we continue to assess our performance and the needs of our evolving business, additional restructuring and rationalization actions could be required. These additional actions could give rise to future asset impairments or other charges, which may have a material impact on our results of operations. We have recorded cumulative charges of $2.9 billion related to these plans, including $1.5 billion in the nine months ended September 30, 2019, and expect to record additional charges of $0.1 billion to $0.3 billion in the three months ending December 31, 2019. These charges are primarily considered special for EBIT-adjusted, EPS diluted-adjusted, and adjusted automotive free cash flow purposes.

GMNA Industry sales in North America were 15.9 million units in the nine months ended September 30, 2019, representing a decrease of 1.6% compared to the corresponding period in 2018. U.S. industry sales were 13.1 million units in the nine months ended September 30, 2019, representing a decrease of 0.7% compared to the corresponding period in 2018. We expect industry unit sales in the U.S. to exceed 17 million for the full year.

Our total vehicle sales in the U.S., our largest market in North America, totaled 2.2 million units for market share of 16.4% in the nine months ended September 30, 2019, which was relatively flat compared to the corresponding period in 2018. We continue to lead the U.S. industry in market share.

GMI Industry sales in China were 18.3 million units in the nine months ended September 30, 2019, representing a 4.6% decrease compared to the corresponding period in 2018. Our total vehicle sales in China were 2.3 million units for a market share of 12.3% in the nine months ended September 30, 2019, representing a decrease of 1.6 percentage points compared to the corresponding period in 2018. Cadillac achieved 8.3% growth in vehicle sales in the nine months ended September 30, 2019 compared to the corresponding period in 2018. Buick, Chevrolet, Baojun and Wuling sales were softer amid a continued weak automotive industry since the second half of 2018. Additionally, Baojun and Wuling sales were impacted by unfavorable market shifts in vehicle segments. Our Automotive China JVs generated equity income of $0.9 billion in the nine months ended September 30, 2019. We expect China JV equity income in the six months ending December 31, 2019 to be generally in line with the six months ended June 30, 2019. We expect full-year 2019 industry sales to be down versus the prior year with a continuation of pricing pressures, a more challenging regulatory environment related to emissions, fuel consumption and new energy vehicles, and a weaker Chinese Yuan against the U.S. Dollar, which will continue to put pressure on our operations in China. We will continue to build upon our strong brands, network, and partnerships in China as well as continue to drive improvements in vehicle mix and cost.

Outside of China, industry sales were 19.4 million units in the nine months ended September 30, 2019, representing a decrease of 3.1% compared to the corresponding period in 2018, primarily due to decreased sales in India and Argentina. Our total vehicle sales outside of China were 0.9 million units for a market share of 4.7% in the nine months ended September 30, 2019, representing an increase of 0.3 percentage points compared to the corresponding period in 2018.

Cruise We are actively testing our autonomous vehicles in the U.S. Gated by safety and regulation, we continue to make significant progress towards commercialization of a network of on-demand autonomous vehicles in the U.S.

In 2019 Cruise Holdings entered into a purchase agreement with existing shareholders, including GM, and new third-party investors pursuant to which Cruise Holdings received $1.2 billion in exchange for issuing Cruise Class F Preferred Shares, including $0.7 billion from General Motors Holdings LLC. All proceeds are designated exclusively for working capital and general corporate purposes of Cruise. Refer to Note 16 to our condensed consolidated financial statements for further details.

Corporate The ignition switch recall has led to various inquiries, investigations, subpoenas, requests for information and complaints from agencies or other representatives of U.S. federal, state and Canadian governments. In addition, these and other recalls have resulted in a number of claims and lawsuits. Such lawsuits and investigations could result in the imposition of material damages, fines, civil consent orders, civil and criminal penalties or other remedies. Refer to Note 13 to our condensed consolidated financial statements for additional information.

Contingently Issuable Shares Under the Amended and Restated Master Sale and Purchase Agreement between GM and MLC, GM may be obligated to issue Adjustment Shares of our common stock if allowed general unsecured claims against the GUC Trust, as estimated by the Bankruptcy Court, exceed $35.0 billion. Refer to Note 13 to our condensed consolidated financial statements for a description of the contingently issuable Adjustment Shares.

Vehicle Sales The principal factors that determine consumer vehicle preferences in the markets in which we operate include overall vehicle design, price, quality, available options, safety, reliability, fuel economy and functionality. Market leadership in individual countries in which we compete varies widely.

We present both wholesale and total vehicle sales data to assist in the analysis of our revenue and our market share. Wholesale vehicle sales data consists of sales to GM's dealers and distributors as well as sales to the U.S. Government and excludes vehicles sold by our joint ventures. Wholesale vehicle sales data correlates to our revenue recognized from the sale of vehicles, which is the largest component of Automotive net sales and revenue. In the nine months ended September 30, 2019, 33.5% of our wholesale vehicle sales volume was generated outside the U.S. The following table summarizes wholesale vehicle sales by automotive segment (vehicles in thousands):

	Three Months Ended				Nine Months Ended			
	September 30, 2019		September 30, 2018		September 30, 2019		September 30, 2018	
GMNA	801	77.5%	843	74.5%	2,530	77.7%	2,659	76.1%
GMI	232	22.5%	289	25.5%	727	22.3%	836	23.9%
Total	1,033	100.0%	1,132	100.0%	3,257	100.0%	3,495	100.0%

Total vehicle sales data represents: (1) retail sales (i.e., sales to consumers who purchase new vehicles from dealers or distributors); (2) fleet sales, such as sales to large and small businesses, governments, and daily rental car companies; and (3) vehicles used by dealers in their businesses, including courtesy transportation vehicles. Total vehicle sales data includes all sales by joint ventures on a total vehicle basis, not based on our percentage ownership interest in the joint venture. Certain joint venture agreements in China allow for the contractual right to report vehicle sales of non-GM trademarked vehicles by those joint ventures, which are included in the total vehicle sales we report for China. While total vehicle sales data does not correlate directly to the revenue we recognize during a particular period, we believe it is indicative of the underlying demand for our vehicles. Total vehicle sales data represents management's good faith estimate based on sales reported by GM's dealers, distributors, and joint ventures, commercially available data sources such as registration and insurance data, and internal estimates and forecasts when other data is not available.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

The following table summarizes total industry vehicle sales and our related competitive position by geographic region (vehicles in thousands):

	Three Months Ended						Nine Months Ended					
	September 30, 2019			September 30, 2018			September 30, 2019			September 30, 2018		
	Industry	GM	Market Share	Industry	GM	Market Share	Industry	GM	Market Share	Industry	GM	Market Share
North America												
United States	4,443	739	16.6%	4,410	695	15.8%	13,127	2,151	16.4%	13,222	2,169	16.4%
Other	934	124	13.4%	982	139	14.2%	2,750	363	13.2%	2,906	404	13.9%
Total North America	5,377	863	16.1%	5,392	834	15.5%	15,877	2,514	15.8%	16,128	2,573	16.0%
Asia/Pacific, Middle East and Africa												
China(a)	5,624	690	12.3%	6,304	836	13.3%	18,302	2,257	12.3%	19,184	2,680	14.0%
Other	5,250	139	2.6%	5,485	133	2.4%	16,145	418	2.6%	16,622	379	2.3%
Total Asia/Pacific, Middle East and Africa	10,874	829	7.6%	11,789	969	8.2%	34,447	2,675	7.8%	35,806	3,059	8.5%
South America												
Brazil	721	124	17.2%	679	113	16.6%	2,029	346	17.0%	1,846	303	16.4%
Other	411	52	12.7%	466	61	13.1%	1,181	147	12.5%	1,512	203	13.4%
Total South America	1,132	176	15.5%	1,145	174	15.2%	3,210	493	15.4%	3,358	506	15.1%
Total in GM markets	17,383	1,868	10.7%	18,326	1,977	10.8%	53,534	5,682	10.6%	55,292	6,138	11.1%
Total Europe	4,533	1	—%	4,331	1	—%	14,634	3	—%	14,771	3	—%
Total Worldwide(b)	21,916	1,869	8.5%	22,657	1,978	8.7%	68,168	5,685	8.3%	70,063	6,141	8.8%
United States												
Cars	1,185	83	7.0%	1,310	137	10.4%	3,734	306	8.2%	4,103	432	10.5%
Trucks(c)	1,157	357	30.8%	1,059	326	30.8%	3,308	986	29.8%	3,086	992	32.1%
Crossovers(c)	2,101	299	14.2%	2,041	232	11.4%	6,085	859	14.1%	6,033	745	12.3%
Total United States	4,443	739	16.6%	4,410	695	15.8%	13,127	2,151	16.4%	13,222	2,169	16.4%
China(a)												
SGMS		348			416			1,102			1,284	
SGMW and FAW-GM		342			420			1,155			1,396	
Total China	5,624	690	12.3%	6,304	836	13.3%	18,302	2,257	12.3%	19,184	2,680	14.0%

(a) Includes sales by the Automotive China JVs SAIC General Motors Sales Co., Ltd. (SGMS), SAIC GM Wuling Automobile Co., Ltd. (SGMW) and FAW-GM Light Duty Commercial Vehicle Co., Ltd. (FAW-GM).

(b) Cuba, Iran, North Korea, Sudan and Syria are subject to broad economic sanctions. Accordingly these countries are excluded from industry sales data and corresponding calculation of market share.

(c) Certain industry vehicles have been reclassified between these vehicle segments. GM vehicles were not impacted by this change. The prior period has been recast to reflect the changes.

In the nine months ended September 30, 2019 we estimate we had the number one market share in each of North America and South America, and the number four market share in the Asia/Pacific, Middle East and Africa region, which included the number two market share in China.

As discussed above, total vehicle sales and market share data provided in the table above includes fleet vehicles. Certain fleet transactions, particularly sales to daily rental car companies, are generally less profitable than retail sales to end customers. The following table summarizes estimated fleet sales and those sales as a percentage of total vehicle sales (vehicles in thousands):

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
GMNA	173	166	570	563
GMI	120	136	339	328
Total fleet sales	293	302	909	891
Fleet sales as a percentage of total vehicle sales	15.7%	15.3%	16.0%	14.5%

GM Financial We believe that offering a comprehensive suite of financing products will generate incremental sales of our vehicles, drive incremental GM Financial earnings and help support our sales throughout various economic cycles. GM Financial's leasing program is exposed to residual values, which are heavily dependent on used vehicle prices. Used vehicle prices for the nine months ended September 30, 2019 decreased slightly compared to the same period in 2018. We expect used vehicle prices to decrease approximately 3% for the full year 2019 compared to 2018, primarily due to increases in the industry supply of used vehicles as well as increases in GM Financial's volume of lease terminations. The following table summarizes the estimated residual value and the number of units included in GM Financial Equipment on operating leases, net by vehicle type (units in thousands):

	September 30, 2019			December 31, 2018		
	Residual Value	Units	Percentage	Residual Value	Units	Percentage
Crossovers	$ 16,079	971	59.3%	$ 15,057	917	53.8%
Trucks	7,154	285	17.4%	7,299	296	17.4%
Cars	3,688	273	16.7%	4,884	379	22.3%
SUVs	3,970	109	6.6%	4,160	111	6.5%
Total	$ 30,891	1,638	100.0%	$ 31,400	1,703	100.0%

GM Financial's retail penetration in the U.S. decreased to45% in the nine months ended September 30, 2019 from 47% in the corresponding period in2018. Penetration levels vary depending on incentive financing programs available and competing third-party financing products in the market. GM Financial's prime loan originations as a percentage of total loan originations in North America was 70% in the nine months ended September 30, 2019 and 2018. In thenine months ended September 30, 2019 GM Financial's revenue consisted of leased vehicle income of 69%, retail finance charge income of 23% and commercial finance charge income of 5%.

Consolidated Results We review changes in our results of operations under five categories: volume, mix, price, cost and other. Volume measures the impact of changes in wholesale vehicle volumes driven by industry volume, market share and changes in dealer stock levels. Mix measures the impact of changes to the regional portfolio due to product, model, trim, country and option penetration in current year wholesale vehicle volumes. Price measures the impact of changes related to Manufacturer's Suggested Retail Price and various sales allowances. Cost primarily includes: (1) material and freight; (2) manufacturing, engineering, advertising, administrative and selling and warranty expense; and (3) non-vehicle related activity. Other primarily includes foreign exchange and non-vehicle related automotive revenues as well as equity income or loss from our nonconsolidated affiliates. Refer to the regional sections of this MD&A for additional information.

Total Net Sales and Revenue

	Three Months Ended		Favorable/ (Unfavorable)	%	Variance Due To			
	September 30, 2019	September 30, 2018			Volume	Mix	Price	Other
					(Dollars in billions)			
GMNA	$ 27,971	$ 27,650	$ 321	1.2 %	$ (1.2)	$ 1.0	$ 0.6	$ (0.1)
GMI	3,794	4,582	(788)	(17.2)%	$ (0.8)	$ 0.1	$ 0.1	$ (0.2)
Corporate	52	56	(4)	(7.1)%				$ —
Automotive	31,817	32,288	(471)	(1.5)%	$ (2.0)	$ 1.1	$ 0.7	$ (0.3)
Cruise	25	—	25	n.m.				$ —
GM Financial	3,659	3,518	141	4.0 %				$ 0.1
Eliminations	(28)	(15)	(13)	(86.7)%				$ —
Total net sales and revenue	$ 35,473	$ 35,791	$ (318)	(0.9)%	$ (2.0)	$ 1.1	$ 0.7	$ (0.2)

n.m. = not meaningful

GENERAL MOTORS COMPANY AND SUBSIDIARIES

	Nine Months Ended		Favorable/ (Unfavorable)	%	Variance Due To			
	September 30, 2019	September 30, 2018			Volume	Mix	Price	Other
					(Dollars in billions)			
GMNA	$ 83,660	$ 83,969	$ (309)	(0.4)%	$ (3.7)	$ 2.5	$ 1.3	$ (0.4)
GMI	11,691	14,188	(2,497)	(17.6)%	$ (1.6)	$ (0.5)	$ 0.4	$ (0.9)
Corporate	152	155	(3)	(1.9)%				$ —
Automotive	95,503	98,312	(2,809)	(2.9)%	$ (5.3)	$ 2.0	$ 1.7	$ (1.2)
Cruise	75	—	75	n.m.				$ 0.1
GM Financial	10,918	10,417	501	4.8 %				$ 0.5
Eliminations	(85)	(79)	(6)	(7.6)%		$ 0.1		$ (0.1)
Total net sales and revenue	$ 106,411	$ 108,650	$ (2,239)	(2.1)%	$ (5.3)	$ 2.1	$ 1.7	$ (0.7)

_____
n.m. = not meaningful

Automotive and Other Cost of Sales

	Three Months Ended		Favorable/ (Unfavorable)	%	Variance Due To			
	September 30, 2019	September 30, 2018			Volume	Mix	Cost	Other
					(Dollars in billions)			
GMNA	$ 24,089	$ 23,708	$ (381)	(1.6)%	$ 0.9	$ (0.7)	$ (0.7)	$ 0.2
GMI	3,814	4,587	773	16.9 %	$ 0.7	$ (0.1)	$ 0.2	$ —
Corporate	16	42	26	61.9 %		$ —	$ —	$ —
Cruise	256	209	(47)	(22.5)%			$ —	
Eliminations	(1)	(13)	(12)	(92.3)%		$ —	$ —	
Total automotive and other cost of sales	$ 28,174	$ 28,533	$ 359	1.3 %	$ 1.5	$ (0.8)	$ (0.6)	$ 0.2

	Nine Months Ended		Favorable/ (Unfavorable)	%	Variance Due To			
	September 30, 2019	September 30, 2018			Volume	Mix	Cost	Other
					(Dollars in billions)			
GMNA	$ 73,431	$ 72,798	$ (633)	(0.9)%	$ 2.7	$ (1.7)	$ (2.1)	$ 0.5
GMI	10,476	15,410	4,934	32.0 %	$ 1.3	$ 0.1	$ 3.1	$ 0.5
Corporate	83	138	55	39.9 %		$ —	$ —	$ 0.1
Cruise	743	514	(229)	(44.6)%			$ (0.2)	
Eliminations	(3)	(72)	(69)	(95.8)%		$ —	$ —	
Total automotive and other cost of sales	$ 84,730	$ 88,788	$ 4,058	4.6 %	$ 4.0	$ (1.7)	$ 0.8	$ 1.0

In the three months ended September 30, 2019 unfavorable Cost was primarily due to: (1) an increase in large campaigns and other warranty-related costs of $0.8 billion; (2) charges of $0.3 billion primarily in supplier-related charges resulting from transformation activities; and (3) increased material cost of $0.3 billion related to vehicles launched within the last twelve months incorporating significant exterior and/or interior changes (Majors); partially offset by (4) decreased engineering and other costs of $0.4 billion, primarily related to cost savings associated with transformation activities; and (5) favorable material performance of $0.2 billion related to carryover vehicles. In the three months ended September 30, 2019 favorable Other was due to the foreign currency effect resulting from the weakening of other currencies against the U.S. Dollar.

In the nine months ended September 30, 2019 favorable Cost was primarily due to: (1) a benefit of $1.4 billion related to the retrospective recoveries of indirect taxes in Brazil; (2) decreased engineering and other costs of $1.3 billion, primarily related to cost savings associated with transformation activities; (3) charges of $1.1 billion primarily in employee separation charges and asset impairments in Korea in 2018; and (4) favorable material performance of $0.6 billion related to carryover vehicles; partially offset by (5) charges of $1.4 billion primarily in accelerated depreciation and supplier-related charges resulting from transformation activities; (6) increased material cost of $1.0 billion related to Majors; (7) an increase in large campaigns and other warranty-related costs of $0.7 billion; and (8) increased raw material and freight costs related to carryover vehicles of $0.5 billion. In the nine months ended September 30, 2019 favorable Other was due to the foreign currency effect resulting from the weakening of the Brazilian Real and other currencies against the U.S. Dollar.

Automotive and other selling, general and administrative expense

	Three Months Ended				Nine Months Ended			
	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	%	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	%
Automotive and other selling, general and administrative expense	$ 2,008	$ 2,584	$ 576	22.3%	$ 6,209	$ 7,172	$ 963	13.4%

In the three months ended September 30, 2019 Automotive and other selling, general and administrative expense decreased primarily due to charges of $0.4 billion for ignition switch-related legal matters in 2018.

In the nine months ended September 30, 2019 Automotive and other selling, general and administrative expense decreased primarily due to charges of $0.4 billion for ignition switch-related legal matters in 2018 and decreased other costs of $0.4 billion primarily related to cost savings associated with transformation activities.

Interest Income and Other Non-operating Income, net

	Three Months Ended				Nine Months Ended			
	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	%	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	%
Interest income and other non-operating income, net	$ 169	$ 651	$ (482)	(74.0)%	$ 1,338	$ 2,130	$ (792)	(37.2)%

In the three months ended September 30, 2019 Interest income and other non-operating income, net decreased primarily due to losses related to our investment in Lyft of $0.3 billion and decreased non-service pension income of $0.3 billion.

In the nine months ended September 30, 2019 Interest income and other non-operating income, net decreased primarily due to decreased non-service pension income of $0.7 billion and losses related to our investment in Lyft of $0.3 billion.

The following table summarizes gains (losses) related to our investment in Lyft and PSA warrants:

	Three Months Ended			Nine Months Ended		
	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)
Gains (losses) related to Lyft	$ (332)	$ —	$ (332)	$ (112)	$ 142	$ (254)
Gains related to PSA warrants	51	171	(120)	222	324	(102)
Total gains (losses) on investments	$ (281)	$ 171	$ (452)	$ 110	$ 466	$ (356)

Income Tax Expense

	Three Months Ended				Nine Months Ended			
	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	%	September 30, 2019	September 30, 2018	Favorable/ (Unfavorable)	%
Income tax expense	$ 271	$ 100	$ (171)	n.m.	$ 932	$ 1,085	$ 153	14.1%

n.m. = not meaningful

In the three months ended September 30, 2019 Income tax expense increased primarily due to an increase in tax expense attributable to entities included in our effective tax rate calculation and the absence of the 2018 changes resulting from U.S. tax reform, partially offset by U.S. tax benefits from foreign activity.

In the nine months ended September 30, 2019 Income tax expense decreased primarily due to U.S. tax benefits from foreign activity and tax benefits related to a release of valuation allowance.

We revised our expected ETR-adjusted to be between 12% and 14% for the year ending December 31, 2019.

GM North America

	Three Months Ended		Favorable / (Unfavorable)	%	Variance Due To				
	September 30, 2019	September 30, 2018			Volume	Mix	Price	Cost	Other
					(Dollars in billions)				
Total net sales and revenue	$ 27,971	$ 27,650	$ 321	1.2 %	$ (1.2)	$ 1.0	$ 0.6		$ (0.1)
EBIT-adjusted	$ 3,023	$ 2,825	$ 198	7.0 %	$ (0.4)	$ 0.3	$ 0.6	$ (0.6)	$ 0.2
EBIT-adjusted margin	10.8%	10.2%	0.6%						
	(Vehicles in thousands)								
Wholesale vehicle sales	801	843	(42)	(5.0)%					

	Nine Months Ended		Favorable / (Unfavorable)	%	Variance Due To				
	September 30, 2019	September 30, 2018			Volume	Mix	Price	Cost	Other
					(Dollars in billions)				
Total net sales and revenue	$ 83,660	$ 83,969	$ (309)	(0.4)%	$ (3.7)	$ 2.5	$ 1.3		$ (0.4)
EBIT-adjusted	$ 7,941	$ 7,728	$ 213	2.8 %	$ (1.0)	$ 0.8	$ 1.3	$ (1.0)	$ 0.2
EBIT-adjusted margin	9.5%	9.2%	0.3%						
	(Vehicles in thousands)								
Wholesale vehicle sales	2,530	2,659	(129)	(4.9)%					

GMNA Total Net Sales and Revenue In the three months ended September 30, 2019 Total net sales and revenue increased primarily due to: (1) favorable mix associated with a decrease in sales of passenger cars, primarily discontinued models, and increased sales of full-size pickup trucks; and (2) favorable pricing for Majors of $0.4 billion associated with the launch of our new full-size pickup trucks and favorable pricing on carryover vehicles; partially offset by (3) decreased net wholesale volumes due to lost production resulting from the UAW strike and passenger car models, partially offset by higher planned downtime in 2018 in preparation for the launch of full-size pickup trucks.

In the nine months ended September 30, 2019 Total net sales and revenue decreased primarily due to: (1) decreased net wholesale volumes due to lost production resulting from the UAW strike, a decrease in sales of passenger cars, fleet vehicles and full-size SUVs due to planned downtime, partially offset by an increase in sales of crossover vehicles and higher planned downtime in 2018 in preparation for the launch of full-size pickup trucks; and (2) unfavorable Other primarily due to the foreign currency effect resulting from the weakening of the Canadian Dollar against the U.S. Dollar; partially offset by (3) favorable mix associated with a decrease in sales of passenger cars and an increase in sales of full-size pickup trucks, partially offset by a decrease in sales of full-size SUVs; and (4) favorable pricing for Majors of $1.1 billion associated with the launch of our new full-size pickup trucks.

GMNA EBIT-Adjusted In the three months ended September 30, 2019 EBIT-adjusted increased primarily due to: (1) favorable pricing; and (2) favorable mix associated with a decrease in sales of passenger cars; partially offset by (3) unfavorable Cost due to an increase in large campaigns and other warranty-related costs of $0.7 billion, increased vehicle content for Majors of $0.3 billion and decreased non-service pension income of $0.2 billion, partially offset by engineering, administrative and other cost savings primarily related to transformation activities and favorable materials performance related to carryover vehicles of $0.2 billion; and (4) decreased net wholesale volumes.

In the nine months ended September 30, 2019 EBIT-adjusted increased primarily due to: (1) favorable pricing; and (2) favorable mix associated with a decrease in sales of passenger cars and an increase in sales of full-size pickup trucks, partially offset by a decrease in sales of full-size SUVs due to planned downtime; partially offset by (3) decreased net wholesale volumes; and (4)

unfavorable Cost due to increased vehicle content for Majors of $1.0 billion, an increase in large campaigns and other warranty-related cost of $0.8 billion, decreased non-service pension income of $0.5 billion, increased raw material and freight costs of $0.4 billion related to carryover vehicles; partially offset by engineering, administrative and other cost savings primarily related to transformation activities and favorable materials performance of $0.5 billion related to carryover vehicles.

GM International

	Three Months Ended		Favorable / (Unfavorable)	%	Variance Due To				
	September 30, 2019	September 30, 2018			Volume	Mix	Price	Cost	Other
					(Dollars in billions)				
Total net sales and revenue	$ 3,794	$ 4,582	$ (788)	(17.2)%	$ (0.8)	$ 0.1	$ 0.1		$ (0.2)
EBIT (loss)-adjusted	$ (65)	$ 139	$ (204)	n.m.	$ (0.1)	$ —	$ 0.1	$ —	$ (0.3)
EBIT (loss)-adjusted margin	(1.7)%	3.0%	(4.7)%						
Equity income — Automotive China	*$ 282*	*$ 485*	*$ (203)*	*(41.9)%*					
EBIT (loss)-adjusted — excluding Equity income	*$ (347)*	*$ (346)*	*$ (1)*	*(0.3)%*					
	(Vehicles in thousands)								
Wholesale vehicle sales	232	289	(57)	(19.7)%					

_____
n.m. = not meaningful

	Nine Months Ended		Favorable / (Unfavorable)	%	Variance Due To				
	September 30, 2019	September 30, 2018			Volume	Mix	Price	Cost	Other
					(Dollars in billions)				
Total net sales and revenue	$ 11,691	$ 14,188	$ (2,497)	(17.6)%	$ (1.6)	$ (0.5)	$ 0.4		$ (0.9)
EBIT (loss)-adjusted	$ (82)	$ 471	$ (553)	n.m.	$ (0.2)	$ (0.5)	$ 0.4	$ 0.7	$ (1.0)
EBIT (loss)-adjusted margin	(0.7)%	3.3%	(4.0)%						
Equity income — Automotive China	*$ 893*	*$ 1,674*	*$ (781)*	*(46.7)%*					
EBIT (loss)-adjusted — excluding Equity income	*$ (975)*	*$ (1,203)*	*$ 228*	*19.0 %*					
	(Vehicles in thousands)								
Wholesale vehicle sales	727	836	(109)	(13.0)%					

_____
n.m. = not meaningful

The vehicle sales of our Automotive China JVs are not recorded in Total net sales and revenue. The results of our joint ventures are recorded in Equity income, which is included in EBIT (loss)-adjusted above.

GMI Total Net Sales and Revenue In the three months ended September 30, 2019 Total net sales and revenue decreased primarily due to decreased wholesale volumes in Asia/Pacific and in Brazil primarily due to phase out of the Chevrolet Cobalt and the Chevrolet Onix and unfavorable Other primarily due to the foreign currency effect resulting from the weakening of the Argentine Peso against the U.S. Dollar.

In the nine months ended September 30, 2019 Total net sales and revenue decreased primarily due to: (1) decreased wholesale volumes in Asia/Pacific, Argentina, primarily driven by lower industry volumes, and the Middle East, partially offset by increased volumes in Brazil primarily due to increased sales of the Chevrolet Onix; (2) unfavorable mix primarily due to increased sales of the Chevrolet Onix in Brazil and in Asia/Pacific; and (3) unfavorable Other primarily due to the foreign currency effect resulting from the weakening of the Argentine Peso and Brazilian Real against the U.S. Dollar; partially offset by (4) favorable pricing related to carryover vehicles in Argentina and Brazil.

GMI EBIT (Loss)-Adjusted In the three months ended September 30, 2019 EBIT (loss)-adjusted increased primarily due to unfavorable Other primarily due to decreased equity income and the foreign currency effect resulting from the weakening of the Argentine Peso against the U.S. Dollar.

In the nine months ended September 30, 2019 EBIT (loss)-adjusted increased primarily due to: (1) unfavorable mix in Asia/Pacific and the Middle East; and (2) unfavorable Other primarily due to decreased equity income and the foreign currency effect resulting from the weakening of the Argentine Peso against the U.S. Dollar; partially offset by (3) favorable fixed cost in Australia, Korea and Argentina; and (4) favorable pricing.

We view the Chinese market as important to our global growth strategy and are employing a multi-brand strategy led by our Buick, Chevrolet and Cadillac brands. In the coming years we plan to leverage our global architectures to increase the number of product offerings under the Buick, Chevrolet and Cadillac brands in China and continue to grow our business under the local Baojun and Wuling brands, with Baojun focusing its expansion in less developed cities and markets. We operate in the Chinese market through a number of joint ventures and maintaining strong relationships with our joint venture partners is an important part of our China growth strategy.

The following table summarizes certain key operational and financial data for the Automotive China JVs (vehicles in thousands):

	Three Months Ended		Nine Months Ended	
	September 30, 2019	September 30, 2018	September 30, 2019	September 30, 2018
Wholesale vehicle sales, including vehicles exported to markets outside of China	774	921	2,361	2,930
Total net sales and revenue	$ 9,695	$ 11,461	$ 28,843	$ 37,781
Net income	$ 455	$ 999	$ 1,721	$ 3,370

Cruise

	Three Months Ended				Nine Months Ended			
	September 30, 2019	September 30, 2018	Favorable / (Unfavorable)	%	September 30, 2019	September 30, 2018	Favorable / (Unfavorable)	%
Total net sales and revenue(a)	$ 25	$ —	$ 25	n.m.	$ 75	$ —	$ 75	n.m.
EBIT (loss)-adjusted	$ (251)	$ (214)	$ (37)	(17.3)%	$ (699)	$ (534)	$ (165)	(30.9)%

_____

n.m. = not meaningful

(a) Reclassified to Interest income and other non-operating income, net in our condensed consolidated income statements in the three and nine months ended September 30, 2019.

Cruise EBIT (Loss)-Adjusted In the three and nine months ended September 30, 2019 EBIT (loss)-adjusted increased primarily due to increased engineering costs as we progress towards the commercialization of autonomous vehicles.

GM Financial

	Three Months Ended		Increase/ (Decrease)	%	Nine Months Ended		Increase/ (Decrease)	%
	September 30, 2019	September 30, 2018			September 30, 2019	September 30, 2018		
Total revenue	$ 3,659	$ 3,518	$ 141	4.0 %	$ 10,918	$ 10,417	$ 501	4.8%
Provision for loan losses	$ 150	$ 180	$ (30)	(16.7)%	$ 504	$ 444	$ 60	13.5%
EBT-adjusted	$ 711	$ 498	$ 213	42.8 %	$ 1,606	$ 1,477	$ 129	8.7%
Average debt outstanding (dollars in billions)	$ 90.5	$ 85.6	$ 4.9	5.7 %	$ 91.8	$ 83.6	$ 8.2	9.8%
Effective rate of interest paid	3.9%	3.9%	—%		4.0%	3.8%	0.2%	

GM Financial Revenue In the three months ended September 30, 2019 total revenue increased primarily due to increased finance charge income of $0.1 billion due to growth in the retail and commercial finance receivables portfolios.

In the nine months ended September 30, 2019 total revenue increased primarily due to increased finance charge income of $0.4 billion due to growth in the retail and commercial finance receivables portfolios and increased leased vehicle income of $0.1 billion.

GM Financial EBT-Adjusted In the three months ended September 30, 2019 EBT-adjusted increased primarily due to increased finance charge income of $0.1 billion due to growth in the retail and commercial finance receivables portfolios.

In the nine months ended September 30, 2019 EBT-adjusted increased primarily due to increased finance charge income of $0.4 billion due to growth in the retail and commercial finance receivables portfolios and increased leased vehicle income net of leased vehicle expenses of $0.2 billion primarily due to a higher volume of lease terminations, partially offset by increased interest expense of $0.4 billion due to an increase in the average debt outstanding resulting from growth in earning assets and an increase in the effective rate of interest on debt.

Liquidity and Capital Resources We believe that our current level of cash and cash equivalents, marketable debt securities and availability under our revolving credit facilities will be sufficient to meet our liquidity needs. We expect to have substantial cash requirements going forward, which we plan to fund through total available liquidity and cash flows generated from operations and future debt issuances. We also maintain access to the capital markets and may issue debt or equity securities from time to time, which may provide an additional source of liquidity. Our future uses of cash, which may vary from time to time based on market conditions and other factors, are focused on the three objectives of our capital allocation program: (1) reinvest in our business at an average target ROIC-adjusted rate of 20% or greater; (2) maintain a strong investment-grade balance sheet, including a target average automotive cash balance of $18 billion; and (3) return available cash to shareholders. Our senior management evaluates our capital allocation program on an ongoing basis and recommends any modifications to the program to our Board of Directors not less than once annually.

Our known current and future material uses of cash include, among other possible demands: (1) capital expenditures of approximately $7.5 billion in 2019 in addition to payments for engineering and product development activities; (2) payments associated with previously announced vehicle recalls, the settlements of the multi-district litigation and any other recall-related contingencies; (3) payments to service debt and other long-term obligations, including discretionary and mandatory contributions to our pension plans; (4) dividend payments on our common stock that are declared by our Board of Directors; and (5) payments to purchase shares of our common stock authorized by our Board of Directors.

Our liquidity plans are subject to a number of risks and uncertainties, including those described in the "Forward-Looking Statements" section of this MD&A and the "Risk Factors" section of our 2018 Form 10-K, some of which are outside of our control.

We continue to monitor and evaluate opportunities to strengthen our competitive position over the long term while maintaining a strong investment-grade balance sheet. These actions may include opportunistic payments to reduce our long-term obligations as well as the possibility of acquisitions, dispositions, investments with joint venture partners and strategic alliances that we believe would generate significant advantages and substantially strengthen our business.

In January 2017 we announced that our Board of Directors had authorized the purchase of up to $5.0 billion of our common stock with no expiration date as part of our common stock repurchase program. We have completed $1.6 billion of the $5.0 billion program through September 30, 2019.

Cash flows occur amongst our Automotive, Cruise and GM Financial operations that are eliminated when we consolidate our cash flows. Such eliminations include, among other things, collections by Automotive on wholesale accounts receivables financed by dealers through GM Financial, payments between Automotive and GM Financial for accounts receivables transferred by Automotive to GM Financial, dividends issued by GM Financial to Automotive and Automotive cash injections in Cruise. The presentation of Automotive liquidity, Cruise liquidity and GM Financial liquidity presented below includes the impact of cash transactions amongst the sectors that are ultimately eliminated in consolidation.

Automotive Liquidity Total available liquidity includes cash, cash equivalents, marketable debt securities and funds available under credit facilities. The amount of available liquidity is subject to seasonal fluctuations and includes balances held by various business units and subsidiaries worldwide that are needed to fund their operations. We have not significantly changed the management of our liquidity, including our allocation of available liquidity, our portfolio composition and our investment guidelines since December 31, 2018. Refer to the "Liquidity and Capital Resources" section of MD&A in our 2018 Form 10-K.

We use credit facilities as a mechanism to provide additional flexibility in managing our global liquidity. Our credit facilities totaled $19.5 billion and $16.5 billion at September 30, 2019 and December 31, 2018. GM Financial has exclusive use of our 364–

day $2.0 billion credit facility. Total automotive credit under the facilities was $17.5 billion and $14.5 billion at September 30, 2019 and December 31, 2018. In January 2019 we executed a new three-year unsecured revolving credit facility with an initial borrowing capacity of $3.0 billion, reducing to $2.0 billion in July 2020. The facility is being used to fund costs related to transformation activities announced in November 2018 and to provide additional financial flexibility. In the nine months ended September 30, 2019 we borrowed $0.7 billion against this facility to support transformation-related disbursements. We did not have any borrowings against our other facilities at September 30, 2019 and December 31, 2018. In April 2019 we renewed our 364–day $2.0 billion credit facility for an additional 364-day term.

We had letters of credit outstanding under our sub-facility of $0.3 billion at September 30, 2019 and December 31, 2018. GM Financial had access to our revolving credit facilities, except for the $3.0 billion facility executed in January 2019, but did not have borrowings outstanding against them at September 30, 2019 and December 31, 2018. We had intercompany loans from GM Financial of $0.6 billion at September 30, 2019 and December 31, 2018, which primarily consisted of commercial loans to dealers we consolidate, and we had no intercompany loans to GM Financial. Refer to Note 4 of our condensed consolidated financial statements for additional information.

GM Financial's Board of Directors declared a $0.4 billion dividend on its common stock on October 24, 2019, which we received on October 25, 2019. Future dividends from GM Financial will depend on a number of factors including business and economic conditions, its financial condition, earnings, liquidity requirements and leverage ratio.

The following table summarizes our available liquidity (dollars in billions):

	September 30, 2019	December 31, 2018
Automotive cash and cash equivalents	$ 14.6	$ 13.7
Marketable debt securities	6.1	6.0
Automotive cash, cash equivalents and marketable debt securities(a)(b)	20.7	19.6
Cruise cash and cash equivalents(c)	2.2	2.3
Cruise marketable debt securities(c)(d)	0.6	—
Available liquidity	23.5	21.9
Available under credit facilities	16.5	14.2
Total available liquidity(a)(e)	$ 40.0	$ 36.1

(a) Amounts do not sum due to rounding.
(b) Includes $0.5 billion and $0.6 billion that is designated exclusively to fund capital expenditures in GM Korea at September 30, 2019 and December 31, 2018.
(c) Amounts are designated exclusively for the use of Cruise.
(d) Amounts do not include $0.1 billion of Cruise's investment in GM Stock at September 30, 2019 and December 31, 2018.
(e) Excludes our remaining investment in Lyft, which had a fair value of $0.7 billion at September 30, 2019.

The following table summarizes the changes in our Automotive available liquidity (excluding Cruise, dollars in billions):

	Nine Months Ended September 30, 2019
Operating cash flow	$ 6.6
Capital expenditures	(4.8)
Dividends paid	(1.7)
GM investment in Cruise	(0.7)
Borrowings against credit facilities	0.7
Other non-operating(a)	1.0
Increase in available credit facilities	2.3
Total change in automotive available liquidity	$ 3.4

(a) Amount includes $0.1 billion of proceeds from the sale of a portion of our Lyft shares.

Automotive Cash Flow (Dollars in billions)

	Nine Months Ended		
	September 30, 2019	September 30, 2018	Change
Operating Activities			
Income from continuing operations	$ 6.2	$ 5.2	$ 1.0
Depreciation, amortization and impairment charges	5.2	4.5	0.7
Pension and OPEB activities	(1.1)	(2.7)	1.6
Working capital	(3.2)	(2.4)	(0.8)
Accrued and other liabilities and income taxes	0.3	1.7	(1.4)
Other	(0.8)	(0.9)	0.1
Net automotive cash provided by operating activities	$ 6.6	$ 5.4	$ 1.2

In the nine months ended September 30, 2019 the increase in Net automotive cash provided by operating activities was primarily due to: (1) favorable pre-tax earnings of $0.8 billion; (2) favorable pension contributions of $1.0 billion primarily made to our U.K., Canada, and Korea pension plans in 2018; and (3) several other insignificant items; partially offset by (4) unfavorable dividends received from our nonconsolidated affiliates of $0.8 billion, primarily due to payment timing.

In the three months ended September 30, 2019 we estimate that lost production volumes and parts sales due to the UAW strike had an unfavorable impact to Net cash provided by operating activities of approximately $0.4 billion. This includes lower earnings, partially offset by favorable working capital timing not experienced in the corresponding period in 2018, which is expected to impact working capital in future periods.

	Nine Months Ended		
	September 30, 2019	September 30, 2018	Change
Investing Activities			
Capital expenditures	$ (4.8)	$ (6.5)	$ 1.7
Acquisitions and liquidations of marketable securities, net(a)	—	2.3	(2.3)
GM investment in Cruise	(0.7)	(1.1)	0.4
Other	0.2	(0.2)	0.4
Net automotive cash used in investing activities	$ (5.3)	$ (5.5)	$ 0.2

(a) Amount includes $0.1 billion of proceeds from the sale of a portion of our Lyft shares.

In the nine months ended September 30, 2019 capital expenditures decreased primarily due to the 2018 investment related to the launch of full-size trucks.

	Nine Months Ended		
	September 30, 2019	September 30, 2018	Change
Financing Activities			
Issuance of senior unsecured notes	$ —	$ 2.1	$ (2.1)
Net proceeds from short-term debt	1.5	0.7	0.8
Dividends paid and payments to purchase common stock	(1.7)	(1.7)	—
Proceeds from KDB investment in GM Korea	—	0.4	(0.4)
Other	(0.1)	(0.5)	0.4
Net automotive cash provided by (used in) financing activities	$ (0.3)	$ 1.0	$ (1.3)

Adjusted Automotive Free Cash Flow We measure adjusted automotive free cash flow as automotive operating cash flow from continuing operations less capital expenditures adjusted for management actions. For the nine months ended September 30, 2019, net automotive cash provided by operating activities under U.S. GAAP was $6.6 billion, capital expenditures were $4.8 billion, and adjustments for management actions primarily related to transformation activities were $0.6 billion.

For the nine months ended September 30, 2018, net automotive cash provided by operating activities under U.S. GAAP was $5.4 billion, capital expenditures were $6.5 billion, and an adjustment for management actions related to restructuring in Korea was $0.7 billion.

Status of Credit Ratings We receive ratings from four independent credit rating agencies: DBRS Limited, Fitch Ratings, Moody's Investor Service and Standard & Poor's. In April 2019 DBRS Limited upgraded our corporate rating and revolving credit facilities rating to BBB (high) from BBB and revised their outlook to Stable from Positive. All other credit ratings remained unchanged since December 31, 2018.

Cruise Liquidity

The following table summarizes the changes in our Cruise available liquidity (dollars in billions):

	Nine Months Ended September 30, 2019
Operating cash flow	$ (0.6)
Issuance of Cruise preferred shares	0.5
GM investment in Cruise	0.7
Other non-operating	(0.1)
Total change in Cruise available liquidity	$ 0.5

When Cruise's autonomous vehicles are ready for commercial deployment, The Vision Fund is obligated to purchase additional Cruise Preferred Shares for $1.35 billion.

Cruise Cash Flow (Dollars in billions)

	Nine Months Ended		
	September 30, 2019	September 30, 2018	Change
Net cash used in operating activities	$ (0.6)	$ (0.4)	$ (0.2)
Net cash used in investing activities	$ (0.6)	$ —	$ (0.6)
Net cash provided by financing activities	$ 1.1	$ 2.2	$ (1.1)

Automotive Financing – GM Financial Liquidity GM Financial's primary sources of cash are finance charge income, leasing income and proceeds from the sale of terminated leased vehicles, net distributions from credit facilities, including securitizations, secured and unsecured borrowings and collections and recoveries on finance receivables. GM Financial's primary uses of cash are purchases of retail finance receivables and leased vehicles, the funding of commercial finance receivables, repayment of secured and unsecured debt, funding credit enhancement requirements in connection with securitizations and secured debt facilities, operating expenses and interest costs. GM Financial continues to monitor and evaluate opportunities to optimize its liquidity position and the mix of its debt between secured and unsecured debt. The following table summarizes GM Financial's available liquidity (dollars in billions):

	September 30, 2019	December 31, 2018
Cash and cash equivalents	$ 3.2	$ 4.9
Borrowing capacity on unpledged eligible assets	20.7	18.0
Borrowing capacity on committed unsecured lines of credit	0.3	0.3
Borrowing capacity on revolving credit facility, exclusive to GM Financial	2.0	2.0
Total GM Financial available liquidity	$ 26.2	$ 25.2

In the nine months ended September 30, 2019 available liquidity increased primarily due to an increase in borrowing capacity on new and renewed secured revolving credit facilities, resulting from the issuance of securitizations and unsecured debt.

GM Financial did not have any borrowings outstanding against our credit facility designated for their exclusive use or the remainder of our revolving credit facilities at September 30, 2019. Refer to the Automotive Liquidity section of this MD&A for additional details.

GENERAL MOTORS COMPANY AND SUBSIDIARIES

GM Financial Cash Flow (Dollars in billions)

	Nine Months Ended		
	September 30, 2019	September 30, 2018	Change
Net cash provided by operating activities	$ 6.3	$ 5.3	$ 1.0
Net cash used in investing activities	$ (5.3)	$ (11.7)	$ 6.4
Net cash provided by (used in) financing activities	$ (2.5)	$ 6.8	$ (9.3)

In the nine months ended September 30, 2019 Net cash provided by operating activities increased primarily due to a decrease in net collateral posted for derivative positions of $1.0 billion as a result of favorable changes in interest rates on GM Financial's collateralized derivative portfolio.

In the nine months ended September 30, 2019 Net cash used in investing activities decreased primarily due to: (1) increased collections and recoveries on retail finance receivables of $5.7 billion; (2) increased proceeds from the termination of leased vehicles of $1.9 billion; (3) decreased purchases of leased vehicles of $0.6 billion; partially offset by (4) increased purchases of finance receivables of $1.8 billion.

In the nine months ended September 30, 2019 Net cash used in financing activities increased primarily due to an increase in debt payments, net of new borrowings of $8.8 billion and a decrease in proceeds from issuance of preferred stock of $0.5 billion.

Critical Accounting Estimates The condensed consolidated financial statements are prepared in conformity with U.S. GAAP, which requires the use of estimates, judgments and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses in the periods presented. We believe the accounting estimates employed are appropriate and the resulting balances are reasonable; however, due to the inherent uncertainties in developing estimates, actual results could differ from the original estimates, requiring adjustments to these balances in future periods. The critical accounting estimates that affect the condensed consolidated financial statements and the judgments and assumptions used are consistent with those described in the MD&A in our 2018 Form 10-K.

Forward-Looking Statements This report and the other reports filed by us with the SEC from time to time, as well as statements incorporated by reference herein and related comments by our management, may constitute "forward-looking statements" within the meaning of the U.S. federal securities laws. Forward-looking statements are any statements other than statements of historical fact. Forward-looking statements are often identified by words like "aim," "anticipate," "appears," "approximately," "believe," "continue," "could," "designed," "effect," "estimate," "evaluate," "expect," "forecast," "goal," "initiative," "intend," "may," "objective," "outlook," "plan," "potential," "priorities," "project," "pursue," "seek," "should," "target," "when," "will," "would," or the negative of any of those words or similar expressions to identify forward-looking statements that represent our current judgment about possible future events. In making these statements we rely on assumptions and analysis based on our experience and perception of historical trends, current conditions and expected future developments as well as other factors we consider appropriate under the circumstances. We believe these judgments are reasonable, but these statements are not guarantees of any events or financial results, and our actual results may differ materially due to a variety of important factors, both positive and negative. These factors, which may be revised or supplemented in subsequent reports we file with the SEC, include, among others, the following: (1) our ability to deliver new products, services and customer experiences in response to increased competition in the automotive industry; (2) our ability to timely fund and introduce new and improved vehicle models that are able to attract a sufficient number of consumers; (3) the success of our crossovers, SUVs and full-size pickup trucks; (4) our ability to successfully and cost-effectively restructure our operations in the U.S. and various other countries and initiate additional cost reduction actions with minimal disruption; (5) our ability to reduce the costs associated with the manufacture and sale of electric vehicles and drive increased consumer adoption; (6) unique technological, operational, regulatory, and competitive risks related to the timing and actual commercialization of autonomous vehicles; (7) global automobile market sales volume, which can be volatile; (8) our significant business in China, which is subject to unique operational, competitive and regulatory risks as well as economic conditions in China; (9) our joint ventures, which we cannot operate solely for our benefit and over which we may have limited control; (10) the international scale and footprint of our operations, which exposes us to a variety of political, economic and regulatory risks, including the risk of changes in government leadership and laws (including labor, tax and other laws), political instability and economic tensions between governments and changes in international trade policies, new barriers to entry and changes to or withdrawals from free trade agreements, changes in foreign exchange rates and interest rates, economic downturns in foreign countries, differing local product preferences and product requirements, compliance with U.S. and foreign countries' export controls and economic sanctions, differing labor regulations, requirements and union relationships, differing dealer and franchise regulations and relationships, and difficulties in obtaining financing in foreign countries; (11) any significant disruption, including any work

stoppages, at any of our manufacturing facilities; (12) the ability of our suppliers to deliver parts, systems and components without disruption and at such times to allow us to meet production schedules; (13) prices of raw materials used by us and our suppliers; (14) our highly competitive industry, which is characterized by excess manufacturing capacity and the use of incentives and the introduction of new and improved vehicle models by our competitors; (15) the possibility that competitors may independently develop products and services similar to ours or that our intellectual property rights are not sufficient to prevent competitors from developing or selling those products or services; (16) our ability to manage risks related to security breaches and other disruptions to our vehicles, information technology networks and systems; (17) our ability to comply with increasingly complex, restrictive, and punitive regulations relating to our enterprise data practices, including the collection, use, sharing and security of the Personal Identifiable Information of our customers, employees, or suppliers; (18) our ability to comply with extensive laws and regulations applicable to our industry, including those regarding fuel economy and emissions and autonomous vehicles; (19) costs and risks associated with litigation and government investigations; (20) the cost and effect on our reputation of product safety recalls and alleged defects in products and services; (21) any additional tax expense or exposure; (22) our continued ability to develop captive financing capability through GM Financial; and (23) significant increases in our pension expense or projected pension contributions resulting from changes in the value of plan assets or the discount rate applied to value the pension liabilities or mortality or other assumption changes. A further list and description of these risks, uncertainties and other factors can be found in our 2018 Form 10-K and our subsequent filings with the SEC.

We caution readers not to place undue reliance on forward-looking statements. We undertake no obligation to update publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events or other factors that affect the subject of these statements, except where we are expressly required to do so by law.

* * * * * * *

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Equity Price Risk We are subject to equity price risk due to market price volatility related to our investment in Lyft and PSA warrants. The fair value of investments with exposure to equity price risk was $1.8 billion at September 30, 2019. In March 2019 Lyft filed for an initial public offering, which significantly increased the volatility in the fair value of our investment in Lyft. Our investment in Lyft is valued based on the quoted market price and our investment in PSA warrants is valued based on a Black-Scholes formula. We estimate that a 10% adverse change in quoted security prices in Lyft and PSA Group would impact our investment in Lyft by $0.1 billion and our PSA warrants by $0.1 billion.

Other than as described above, market risks have not changed significantly from those described in Item 7A of our 2018 Form 10-K.

* * * * * * *

Item 4. Controls and Procedures

Disclosure Controls and Procedures We maintain disclosure controls and procedures designed to provide reasonable assurance that information required to be disclosed in reports filed under the Securities Exchange Act of 1934, as amended (Exchange Act), is recorded, processed, summarized and reported within the specified time periods and accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosures.

Our management, with the participation of our CEO and CFO, evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) or 15d-15(e) promulgated under the Exchange Act) at September 30, 2019. Based on this evaluation required by paragraph (b) of Rules 13a-15 or 15d-15, our CEO and CFO concluded that our disclosure controls and procedures were effective at September 30, 2019.

Changes in Internal Control over Financial Reporting There have not been any changes in our internal control over financial reporting during the three months ended September 30, 2019 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting. Earlier this year, we initiated actions to enhance our close, consolidation, planning and reporting processes through the implementation of a suite of new systems and system architectures. On January 1, 2019, we updated our forecast and planning processes, inclusive of our year-over-year operating result changes discussed in the MD&A. On May 1, 2019, we updated our close, consolidation and financial reporting systems, processes and related internal controls. For additional information refer to the "Risk Factors" section of our 2018 Form 10-K.

* * * * * * *

PART II

Item 1. Legal Proceedings

The discussion under "Litigation-Related Liability and Tax Administrative Matters" in Note 13 to our condensed consolidated financial statements is incorporated by reference into this Part II – Item 1.

* * * * * * *

Item 1A. Risk Factors

We face a number of significant risks and uncertainties in connection with our operations. Our business and the results of our operations and financial condition could be materially adversely affected by these risk factors. There have been no material changes to the Risk Factors disclosed in our 2018 Form 10-K.

* * * * * * *

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

Purchases of Equity Securities The following table summarizes our purchases of common stock in the three months ended September 30, 2019:

	Total Number of Shares Purchased(a)	Weighted Average Price Paid per Share	Total Number of Shares Purchased Under Announced Programs(b)	Approximate Dollar Value of Shares That May Yet be Purchased Under Announced Programs
July 1, 2019 through July 31, 2019	1,186,512	$ 37.29	—	$3.4 billion
August 1, 2019 through August 31, 2019	3,895	$ 40.34	—	$3.4 billion
September 1, 2019 through September 30, 2019	3,643	$ 37.09	—	$3.4 billion
Total	1,194,050	$ 37.30	—	

(a) Shares purchased consist of shares retained by us for the payment of the exercise price upon the exercise of warrants and shares delivered by employees or directors to us for the payment of taxes resulting from the issuance of common stock upon the vesting of RSUs, Performance Stock Units and Restricted Stock Awards relating to compensation plans. Outstanding warrants expired on July 10, 2019. Refer to our 2018 Form 10-K for additional details on employee stock incentive plans and Note 16 for additional details on warrants.

(b) In January 2017 we announced that our Board of Directors had authorized the purchase of up to $5.0 billion of our common stock with no expiration date.

* * * * * * *

GENERAL MOTORS COMPANY AND SUBSIDIARIES

Item 6. Exhibits

Exhibit Number	Exhibit Name	
3.1	Restated Certificate of Incorporation of General Motors Company dated December 7, 2010, incorporated herein by reference to Exhibit 3.2 to the Current Report on Form 8-K of General Motors Company filed December 13, 2010	Incorporated by Reference
3.2	General Motors Company Amended and Restated Bylaws, as amended August 14, 2018, incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of General Motors Company filed on August 20, 2018	Incorporated by Reference
10.1	Fourth Amended and Restated Limited Liability Company Agreement of GM Cruise Holdings LLC, dated July 22, 2019	Filed Herewith
10.2*	Form of Time Sharing Agreement	Filed Herewith
31.1	Section 302 Certification of the Chief Executive Officer	Filed Herewith
31.2	Section 302 Certification of the Chief Financial Officer	Filed Herewith
32	Certification Pursuant to 18 U.S.C. Section 1350, As Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002	Furnished with this Report
101	The following financial information from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019 formatted in Inline Extensible Business Reporting Language (iXBRL) includes: (i) the Condensed Consolidated Income Statements, (ii) the Condensed Consolidated Statements of Comprehensive Income, (iii) the Condensed Consolidated Balance Sheets, (iv) the Condensed Consolidated Statements of Cash Flows, (v) the Condensed Consolidated Statements of Equity and (vi) Notes to the Condensed Consolidated Financial Statements	Filed Herewith
104	The cover page from the Company's Quarterly Report on Form 10-Q for the quarter ended September 30, 2019, formatted as Inline XBRL and contained in Exhibit 101	Filed Herewith

* Management contracts and compensatory plans and arrangements required to be filed as exhibits pursuant to Item 6 of this Report.

* * * * * * *

GENERAL MOTORS COMPANY AND SUBSIDIARIES

SIGNATURE

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

GENERAL MOTORS COMPANY (Registrant)

By: /s/ CHRISTOPHER T. HATTO

Christopher T. Hatto, Vice President, Controller and Chief Accounting Officer

Date: October 29, 2019

Exhibit 10.1

GM CRUISE HOLDINGS LLC
FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

Dated July 22, 2019

THE SHARES REPRESENTED BY THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH SHARES MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR AN EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

CERTAIN OF THE SHARES REPRESENTED BY THIS FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS SET FORTH IN ANY SHARE GRANT, SHARE PURCHASE OR OTHER SIMILAR AGREEMENT BETWEEN THE COMPANY AND CERTAIN PURCHASERS OR HOLDERS OF SHARES.

TABLE OF CONTENTS

TABLE OF CONTENTS

(continued)

TABLE OF CONTENTS

(continued)

GM CRUISE HOLDINGS LLC
FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

This FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT for GM Cruise Holdings LLC (the "**Company**"), dated as of July 22, 2019, is entered into by and among the Company, General Motors Holdings LLC, a Delaware limited liability company ("**GM**"), SoftBank Vision Fund (AIV M2) L.P., a Delaware limited partnership ("**SoftBank**"), Honda Motor Co., Ltd., a Japanese company ("**Honda**"), The Growth Fund of America, T. Rowe Price Growth Stock Fund, Inc., Seasons Series Trust - SA T. Rowe Price Growth Stock Portfolio, Voya Partners, Inc. - VY T. Rowe Price Growth Equity Portfolio, Brighthouse Funds Trust II - T. Rowe Price Large Cap Growth Portfolio, Lincoln Variable Insurance Products Trust - LVIP T. Rowe Price Growth Stock Fund, Penn Series Funds, Inc. - Large Growth Stock Fund, T. Rowe Price Growth Stock Trust, Sony Master Trust, Prudential Retirement Insurance and Annuity Company, Aon Savings Plan Trust, Caleres, Inc. Retirement Plan, Colgate Palmolive Employees Savings and Investment Plan Trust, Brinker Capital Destinations Trust - Destinations Large Cap Equity Fund, Alight Solutions LLC 401K Plan Trust, MassMutual Select Funds - MassMutual Select T. Rowe Price Large Cap Blend Fund, Legacy Health Employees' Retirement Plan, Legacy Health, T. Rowe Price Science & Technology Fund, Inc., VALIC Company I - Science & Technology Fund and any and all Persons who are Members as of the date hereof or who hereafter become Members. Certain capitalized terms used herein are defined in Appendix I.

R E C I T A L S

A. The Company was formed as a Delaware limited liability company effective on May 23, 2018 by the filing of a Certificate of Formation with the Delaware Secretary of State.

B. On May 23, 2018, GM, the initial and sole member of the Company, entered into a Limited Liability Company Agreement of the Company (the "**Original Agreement**").

C. On May 24, 2018, GM made an election under Treasury Regulations Section 301.7701-3 to treat the Company as a corporation for U.S. federal income tax purposes, effective as of May 23, 2018.

D. On June 28, 2018 (the "**Original Closing Date**"), GM, SB Investment Holdings (UK) Limited ("**SoftBank UK**") and the Company amended and restated the Original Agreement (as amended and restated, the "**First A&R Agreement**").

E. On October 3, 2018, the Company and Honda, entered into that certain Purchase Agreement (the "**Honda Purchase Agreement**"), pursuant to which the Company issued certain Shares to Honda in exchange for the Honda Commitment on and subject to the terms and conditions therein.

F. On October 3, 2018, concurrently with entering into the Honda Purchase Agreement, GM, Honda, SoftBank UK and the Company amended and restated the First A&R Agreement (as amended, the "**Second A&R Agreement**").

G. On January 16, 2019, SoftBank UK Transferred all of its interests in the Company to SoftBank.

H. On May 7, 2019, the Company, The Growth Fund of America, T. Rowe Price Growth Stock Fund, Inc., Seasons Series Trust - SA T. Rowe Price Growth Stock Portfolio, Voya Partners, Inc. - VY T. Rowe Price Growth Equity Portfolio, Brighthouse Funds Trust II - T. Rowe Price Large Cap Growth Portfolio, Lincoln Variable Insurance Products Trust - LVIP T. Rowe Price Growth Stock Fund, Penn Series Funds, Inc. - Large Growth Stock Fund, T. Rowe Price Growth Stock Trust, Sony Master Trust, Prudential Retirement Insurance and Annuity Company, Aon Savings Plan Trust, Caleres, Inc. Retirement Plan, Colgate Palmolive Employees Savings and Investment Plan Trust, Brinker Capital Destinations Trust - Destinations Large Cap Equity Fund, Alight Solutions LLC 401K Plan Trust, MassMutual Select Funds - MassMutual Select T. Rowe Price Large Cap Blend Fund, Legacy Health Employees' Retirement Plan, Legacy Health, T. Rowe Price Science & Technology Fund, Inc. and VALIC Company I - Science & Technology Fund (each, together with any other person that the Board of Directors designates as such, a "**Class F New Member**" and collectively, the "**Class F New Members**"), SoftBank, Honda and GM entered into that certain Purchase Agreement (the "**Class F Purchase Agreement**"), pursuant to which the Company agreed to issue certain Class F Preferred Shares to such Class F New Members, SoftBank, Honda and GM on and subject to the terms and conditions therein.

I. On May 7, 2019, concurrently with entering into the Class F Purchase Agreement, GM, Honda, SoftBank, the Class F New Members and the Company amended and restated the Second A&R Agreement (as amended, the "**Third A&R Agreement**").

J. On July 17, 2019, the Board of Directors approved a 100 for 1 split of all of the Company's issued and outstanding Shares (the "**Share Split**"), which such Share Split was effected concurrently with the amendment and restatement of the Third A&R Agreement (and, for clarity, this Agreement reflects the Share Split, except where otherwise stated).

K. For U.S. federal income tax purposes, the GM Commitment and the SoftBank Commitment, taken together, were intended to qualify as a contribution under Section 351(a) of the Code.

L. Immediately following the contributions of property and issuance of Shares contemplated by the GM Commitment, the SoftBank Commitment, the Honda Commitment, and the contributions of property and issuance of Shares contemplated by the Class F Commitment (together with the issuance of any additional Shares contemplated by the Class F Purchase Agreement), GM shall continue to own, an amount of Equity Securities that (i) constitutes "control"

within the meaning of Section 368(c) of the Code and the Treasury Regulations thereunder and (ii) allows the Company to be a member of the GM Affiliated Group under Section 1504 of the Code.

M. A Majority of the Members and the Board of Directors desire to amend and restate the Third A&R Agreement and to effect this Agreement to set forth, among other things, the rights and obligations of the Members.

A G R E E M E N T S

NOW THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Third A&R Agreement is hereby amended and restated in its entirety as follows:

ARTICLE I
ORGANIZATIONAL MATTERS AND CERTAIN DEFINITIONS

1.01 Organization of Company. The Company was formed as a limited liability company on May 23, 2018.

1.02 Legal Status. The Company is a limited liability company organized and existing under the Delaware Limited Liability Company Act (the "**Act**"). The Members shall take such steps as are necessary to permit the Company to conduct business, to maintain its status as a limited liability company formed under the laws of the State of Delaware and qualified to conduct business in any jurisdiction where the Company does so.

1.03 Name. The name of the Company shall be "GM Cruise Holdings LLC" or such other name as the Board of Directors shall, from time to time, hereafter designate.

1.04 Registered Office and Registered Agent; Principal Office.

(a) The address of the registered office of the Company in the State of Delaware shall be c/o Corporation Service Company, 251 Little Falls Drive, New Castle County, Wilmington, Delaware 19808, and the initial registered agent for service of process on the Company in the State of Delaware at such registered office shall be Corporation Service Company. The Board of Directors may, in its discretion, change the registered office and/or registered agent from time to time by filing the address of the new registered office and/or the name of the new registered agent with the Secretary of State of the State of Delaware pursuant to the Act.

(b) The principal office of the Company shall be located at such place (whether inside or outside the State of Delaware) as the Board of Directors may from time to time designate. The Company may have such other offices (whether inside or outside the State of Delaware) as the Board of Directors may from time to time designate.

1.05 **Purpose**. The Company is formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is to, engage in any lawful act or activity for which limited liability companies may be formed under the Act, including carrying on the AVCo Business. The Company shall have the power and authority to take any and all actions that are necessary, appropriate, advisable, convenient or incidental to, or for the furtherance of, the purposes set forth in this Section 1.05.

1.06 **Term**. Unless terminated in accordance with Article X, the existence of the Company shall be perpetual.

1.07 **Certain Definitions**. Certain capitalized terms used in this Agreement are defined in Appendix I hereto.

1.08 **No State-Law Partnership**. The Members intend that the Company not be a partnership (including a limited partnership), and that no Member or Assignee be a partner of any other Member or Assignee by virtue of this Agreement for any purposes, and neither this Agreement nor any other document entered into by the Company or any Member or Assignee relating to the subject matter hereof shall be construed to suggest otherwise.

1.09 **Limited Liability Company Agreement**. The Members hereby are each a party to this Agreement to conduct the affairs and the business of the Company in accordance with the provisions of the Act. The Members hereby agree that, during the term of the Company set forth in Section 1.06, the rights, powers and obligations of the Members and Assignees with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and the Act; provided, that to the fullest extent permitted by the Act, the terms of this Agreement shall control and, notwithstanding anything to the contrary, Section 18-210 of the Act (entitled "Contractual Appraisal Rights") and Section 18-305(a) of the Act (entitled "Access to and Confidentiality of Information; Records") shall not apply or be incorporated into this Agreement. This Agreement hereby supersedes and preempts the Third A&R Agreement in all respects, and the Third A&R Agreement shall hereafter be null and void.

ARTICLE II
CAPITAL CONTRIBUTIONS; ISSUANCES OF SHARES

2.01 **Shares Generally**.

(a) All interests of the Members in Distributions and other amounts specified in this Agreement, as well as the rights of the Members to vote on, consent to or approve any matter for which a vote of Members is required under this Agreement or the Act, shall be denominated in shares of membership interests in the Company (each a "**Share**" and collectively, the "**Shares**"), and the relative rights, privileges, preferences and obligations of the Members with respect to Shares shall be determined under this Agreement to the extent provided herein. As of the date of this Agreement, the classes of Shares that the Company is authorized to issue are as follows: "**Class A-1-**

A Preferred Shares", "**Class A-1-B Preferred Shares**" (collectively with the Class A-1-A Preferred Shares, the "**Class A-1 Preferred Shares**"), "**Class A-2 Preferred Shares**", "**Class B Common Shares**", "**Class C Common Shares**", "**Class D Common Shares**", "**Class E Common Shares**" and "**Class F Preferred Shares**". Subject to the limitations (in each case to the extent applicable) set forth in Section 2.02, Section 2.07 and Section 6.13, the Company may, from time to time following the date of this Agreement, create and issue other classes and series of Shares or Equity Securities. Subject to approval by the Board of Directors, the Company is hereby authorized to issue an unlimited number of Class A-1-A Preferred Shares, Class A-1-B Preferred Shares, Class A-2 Preferred Shares, Class B Common Shares, Class C Common Shares, Class D Common Shares, Class E Common Shares, Class F Preferred Shares, and any new class or series of Shares or Equity Securities in the Company. The Company may issue fractional Shares, and all Shares shall be rounded to the nearest fourth decimal place. Ownership of a Share (or a fraction thereof) shall not entitle a Member to call for a partition or division of any property of the Company or for any accounting.

(b) The Members, their respective Commitments and Capital Contributions and their respective classes and numbers of Shares issued, sold, granted or Transferred to them shall be set forth on a ledger maintained by the Company (the "**Members Schedule**"), as the same may be amended and restated from time to time in accordance with the provisions of this Agreement. Absent manifest error, the ownership interests recorded on the Members Schedule shall be a conclusive record of the Shares that are issued and outstanding.

(c) A partial copy of the Members Schedule as of the date of the First A&R Agreement showing only the aggregate number of each class of Shares held by the Members as at such time (but not any identifying information about the Persons holding any Shares) was provided to SoftBank prior to the execution of the SoftBank Purchase Agreement. A partial copy of the Members Schedule as of the date of the Second A&R Agreement showing only the aggregate number of each class of Shares held by the Members (but not any identifying information about the Persons holding any Shares) was provided to Honda prior to the execution of the Honda Purchase Agreement. A partial copy of the Members Schedule as of the date of the Third A&R Agreement showing only the aggregate number of each class of Shares held by the Members (but not any identifying information about the Persons holding any Shares (other than the Class F Preferred Shares)) was provided to the Class F Preferred Members prior to the execution of the Class F Purchase Agreement. Any amendment or revision to the Members Schedule made to reflect an action taken in accordance with this Agreement shall not be deemed an amendment to this Agreement. A current copy of the Members Schedule shall be held in confidence by the Company and maintained in a separate file conspicuously marked as confidential. A redacted version of the Members Schedule shall be made available to any Member at the request of such Member, which such redacted version will show only the Shares held by such Member and the aggregate number of issued and outstanding Shares held by other Members (and not, for clarity, any other identifying information about any other Person holding Shares). Notwithstanding the foregoing, each of the GM Investor, SoftBank, and

Honda shall be entitled to request a full and complete unredacted copy of the Members Schedule from time to time.

2.02 Class A Preferred Shares; Class C Common Shares.

(a) Pursuant to the SoftBank Purchase Agreement, and subject to the terms and conditions thereof, SoftBank UK made Capital Contributions totaling $900,000,000 in the aggregate (the "**SoftBank Commitment**"), pursuant to which the Company issued to SoftBank UK 900,000 Class A-1-A Preferred Shares, which Class A-1-A Preferred Shares were subsequently Transferred by Softbank UK to SoftBank.

(b)

(i) At any time that the Company determines, acting in good faith, that it is reasonably likely to be ready to commercially deploy vehicles in fully driverless operation (the date of readiness for such initial deployment, the "**Commercial Deployment**") within the following one hundred twenty (120) day period, the Company shall be entitled to deliver written notice of such determination to SoftBank (it being understood that delivery of such written notice (or failure to deliver such written notice) shall not be binding in any respect and the failure of Commercial Deployment to occur on such timetable shall not constitute a breach of this Agreement by any Member or the Company). Following delivery of any such written notification, the Company and SoftBank (each acting reasonably and in good faith) will cooperate to identify and mutually agree upon, as promptly as reasonably practicable, whether any approvals, consents, registrations, permits or authorizations (or the expiration of any waiting periods) are required under the HSR Act or any comparable laws in any foreign jurisdiction (the "**A-1-B Antitrust Approvals**") in connection with the issuance of Class A-1-B Preferred Shares pursuant to Section 2.02(c).

(ii) If any A-1-B Antitrust Approvals are identified and agreed pursuant to Section 2.02(b)(i) then each Class A-1 Preferred Member and each Class A-2 Preferred Member will (and will cause its Affiliates to) (A) make (as promptly as reasonably practicable) such notifications, registrations and filings necessary or advisable in connection with obtaining the A-1-B Antitrust Approvals and (B) without limiting the foregoing, use its reasonable best efforts to obtain (as promptly as reasonably practicable) the A-1-B Antitrust Approvals. If the A-1-B Antitrust Approvals are not obtained (or, as applicable, any waiting period has not expired or early termination of any waiting period has not been granted) prior to end of the Payment Period, then the Payment Period will be extended until such A-1-B Antitrust Approvals are obtained or until the waiting periods with respect to such A-1-B Antitrust Approvals have expired or been terminated (as applicable); provided that, in order to obtain such A-1-B Antitrust Approvals, (1) none of GM nor any of its Subsidiaries or other Affiliates shall be required to offer or commit to hold separate, sell, divest or dispose, or suffer any restriction on the operation, of any assets, properties or businesses of GM Parent or any of its Subsidiaries or other Affiliates (including the Company), and (2) none of SoftBank nor any of its Subsidiaries or other Affiliates shall be required to offer or commit to hold separate, sell, divest or dispose, or suffer any restriction on the operation, management, or

governance of, any assets, properties or businesses of SoftBank or any portfolio companies (as such term is commonly understood in the private equity industry) of SoftBank or its Subsidiaries or Affiliates or, with the sole exception of the Company, any companies in which SoftBank or any of SoftBank's Subsidiaries or other Affiliates hold a minority equity position.

(c)

(i) Within three (3) Business Days of the date on which Commercial Deployment has occurred, the Company will provide written notice to SoftBank and the GM Investor of the same (such notice, the "**CD Notice**"). Subject to the satisfaction of the Second Tranche Conditions, within fifty (50) days (or such shorter period contemplated by the immediately following sentence) of the delivery of the CD Notice (such applicable period, the "**Payment Period**"), SoftBank will purchase and acquire from the Company, and the Company will issue, sell and deliver to SoftBank, a number of Class A-1-B Preferred Shares equal to $1,350,000,000 (the "**Subsequent SoftBank Commitment**") divided by the Class A-1-B Preferred Capital Value, in consideration for payment by SoftBank in full of such amount paid by wire transfer of immediately available funds to an account designated by the Company and free and clear of any withholding. If GM, prior to the date that Commercial Deployment occurs, confirms (by way of a binding and irrevocable written notice to SoftBank (the "**Advance Notice**")) the definitive date on which Commercial Deployment will occur, then the Payment Period will be reduced by the aggregate number of days between the date the Advance Notice is delivered to SoftBank in accordance with the terms of this Agreement and the date of Commercial Deployment; provided, that in no event will the Payment Period be reduced to fewer than twenty five (25) days following the date on which Commercial Deployment occurs.

(ii) If the Second Tranche Conditions have been satisfied but the Subsequent SoftBank Commitment is not fully paid by start of the Business Day following the final day of the Payment Period, then, automatically and without any further action by the Company or any Member (and without any recourse by any Member): (A) the provisions of Section 6.13(a) through 6.13(d) will be suspended and cease to apply for such time as any amount of the Subsequent SoftBank Commitment is due and payable but remains unpaid, (B) the Class A-1 Preferred Return will cease to accrue on each Class A-1 Preferred Share (with, subject to the immediately following proviso, no catch-up right or right to be made whole if the Subsequent SoftBank Commitment is later paid in full; provided, that if the Subsequent SoftBank Commitment is paid in full within fifteen (15) days of the final day of the Payment Period (such fifteen (15) day period, the "**Cure Period**"), each Class A-1 Preferred Share will be entitled to the Class A-1 Preferred Return accrued during the period beginning on the final day of the Payment Period and ending on the date that the Subsequent SoftBank Commitment is fully paid), and (C) in the event that the Subsequent SoftBank Commitment is not paid in full by the end of the Cure Period, the amendments to this Agreement contemplated by Sections 2.02(d)(i) and Section 2.02(d)(ii) will apply and become effective from and after the final day of the Cure Period.

(iii) The remedies provided for in Section 2.02(c)(ii) are in addition to, and not in limitation of, any other right of the Company or any other Member provided by law, this Agreement or any other agreement entered into by or among any one or more of the Members (or their Affiliates) or the Company (including any rights arising as a result of or in connection with a breach by SoftBank of its obligations under Section 5.1 of the SoftBank Purchase Agreement). Each Member further acknowledges that any actions taken or not taken by the Company pursuant to Section 2.02(c)(ii) shall not constitute a breach of this Agreement or any other duty stated or implied in law or equity to any Member.

(d) If the SoftBank CFIUS Condition has not been satisfied prior to the occurrence of Commercial Deployment, then (without prejudice to the rights of GM or the Company arising as a result of or in connection with any breach by SoftBank of its obligations under Section 5.1 of the SoftBank Purchase Agreement) upon the occurrence of Commercial Deployment, automatically and without any further action by the Company or any Member (and without any recourse by any Member):

(i) the Class A-1 Preferred Return will (effective on and after the date of Commercial Deployment) be permanently reduced from a rate of seven percent (7%) per annum to a rate of three and a half percent (3.5%) per annum;

(ii) the denominator in the definition of A-1-A Preferred Share Conversion Ratio will be permanently increased from $10 to $16;

(iii) the conversion ratio for the Class A-2 Preferred Shares pursuant to Section 2.11(a), Section 9.07(a)(i), Section 9.10(a), clause (ii) of the definition of "Control Period", the definition of "SoftBank Floor Amount", clause (i) of the definition of "Optional SoftBank Conversion Share Price", the definition of "Per Class A-1 Preferred Share FMV" and clause (i) of the definition of "Preemptive Proportion" shall be adjusted from a 1:1 ratio to 0.625 of a Class C Common Share per one Class A-2 Preferred Share (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event); and

(iv) Section 6.13(c) will be amended to read, in its entirety, as follows:

> "issue any Equity Securities that have rights, preferences or privileges with respect to Distributions, senior to the rights of the Class A-1 Preferred Shares in Sections 3.01(b)(i) or 3.02(a)(i) ("**Senior Securities**"); provided, that this Section 6.13(c) will not apply to the first $1,350,000,000 of new Senior Securities issued after the occurrence of Commercial Deployment (with such amount being calculated based on the consideration paid by the recipient(s) of such Senior Securities)."

(e) Pursuant to the SoftBank Purchase Agreement and the IPMA, and subject to the terms and conditions thereof, on the Original Closing Date, GM (i) made, (A) a Capital Contribution totaling $1,100,000,000 in the aggregate and (B) a contribution of the Transferred Entities (as defined in the SoftBank Purchase Agreement) pursuant to the Restructuring (as defined in the SoftBank Purchase Agreement) and (ii) granted certain rights to the Company under the IPMA (together with the contributions in clause (i), the "**GM Commitment**"), in exchange for which the Company issued to GM 1,100,000 Class A-2 Preferred Shares and 5,500,000 Class C Common Shares.

(f) As promptly as reasonably practicable following the consummation of the Subsequent SoftBank Commitment, the Company shall deliver to Honda an updated Members Schedule.

2.03 Class B Common Shares.

(a) Awards of Class B Common Shares ("**Share Awards**"), options to purchase Class B Common Shares ("**Options**") and rights to receive Class B Common Shares ("**RSUs**", and collectively with Share Awards and Options, "**Equity Awards**") may be granted or issued, as applicable, on or after the Original Closing Date to Employee Members pursuant to the terms of a Share Grant Agreement and in accordance with the 2018/2019 Incentive Plan or any successor employee incentive plan.

(b) With respect to Fiscal Years 2018 and 2019, the Company may grant or issue to Employee Members (pursuant to Share Grant Agreements) Equity Awards that may be issued, exercised or settled into, in the aggregate, up to that maximum number of Class B Common Shares set forth in the 2018/2019 Incentive Plan. From and after Fiscal Year 2020, the Company (acting upon the approval of the Board of Directors) may issue additional Equity Awards to Employee Members.

(c) The Board of Directors shall have the authority to determine the terms and conditions of the Share Grant Agreement to be executed by any Employee Members in connection with the grant of Equity Awards to such Employee Members (including terms and conditions relating to vesting, forfeiture, options to purchase and/or sell Class B Common Shares upon termination of employment and purchase prices and terms of any purchase and/or sale with respect thereto).

(d) Each Share Grant Agreement with respect to Equity Awards is intended to qualify as a compensatory benefit plan within the meaning of Rule 701 of the Securities Act and the issuance of Class B Common Shares, from time to time, pursuant to the terms of this Agreement and the applicable Share Grant Agreement is intended to qualify for the exemption from registration under the Securities Act provided by Rule 701 thereof; provided, that, subject to Section 2.03(b), the foregoing shall not restrict or limit the Company's ability to issue any Class B Common Shares pursuant to any other exemption from registration under the Securities Act available to the Company and to designate any such issuance as not being subject to Rule 701.

(e) Subject, in each case, to the terms and conditions of the applicable Share Grant Agreement (and as appropriately adjusted for the Share Split):

(i) Class B Common Shares that would be issued as a result of the exercise of a right to purchase pursuant to an issued Option shall be deemed, prior to their actual issuance, to be issued unvested Class B Common Shares for the purposes of Section 3.01(b)(ii) (and the holder of the Option shall be deemed a Class B Member solely for such purpose); provided, that, for clarity, no Distributions will actually be made with respect to such deemed unvested Class B Common Shares and Section 3.03 will not apply to such deemed unvested Class B Common Shares; and

(ii) Class B Common Shares that would be issued as a result of the right to receive such Shares pursuant to an RSU shall be deemed, prior to their actual issuance, to be issued unvested Class B Common Shares for the purposes of Sections 3.01(b)(ii) and 3.01(b)(iii) (and the holder of the RSU shall be deemed a Class B Member solely for such purposes) and Section 3.03.

2.04 Additional Classes of Shares.

(a) Class E Common Shares. Pursuant to the Honda Purchase Agreement, and subject to the terms and conditions thereof, Honda made Capital Contributions totaling $750,000,000 in the aggregate (the "**Honda Commitment**"), pursuant to which the Company has issued to Honda 495,000 Class E Common Shares.

(b) Class F Preferred Shares. Pursuant to the Class F Purchase Agreement, and subject to the terms and conditions thereof, each Class F New Member, SoftBank, Honda and GM made the Capital Contributions shown against the name of such Class F Preferred Member on **Exhibit III**, totaling $1,100,661,150 in the aggregate (the "**Class F Commitment**"), pursuant to which the Company issued to such Class F Preferred Members the Class F Preferred Shares shown against the name of such Class F Preferred Member on **Exhibit III**. SoftBank has additionally been issued the Deferred Shares (as defined in the Class F Purchase Agreement), payment for which is due no later than the 30th day following the Deferred Closing (as defined in the Class F Purchase Agreement).

2.05 Other Contributions. No Member shall be required to make any contributions to the Company other than the Capital Contributions as provided in this Article II or as otherwise expressly set forth in this Agreement. Subject to Section 2.07, the Company shall not accept any Capital Contributions, other than Capital Contributions in respect of the Commitments, from a Member or any other Person unless the terms and conditions of any such Capital Contribution and related issuance of Shares have been approved by the Board of Directors.

2.06 Issuances of Shares. Subject to the limitations set forth in this Agreement (including Section 2.02, Section 2.07 and Section 6.13), the Board of Directors shall have sole and complete

discretion in determining whether to issue any Equity Securities, the number and type of Equity Securities to be issued (including the creation of new series or classes of Shares) at any particular time and all other terms and conditions governing any such Equity Securities (including the issuance thereof); provided, that (a) the parties hereto acknowledge and agree that the Subsequent SoftBank Commitment shall be on the terms set forth in this Agreement and shall not require any additional approval of the Board of Directors and (b) the Company shall not issue any Equity Securities (whether denominated as Shares or otherwise) to any Person unless such Person shall have agreed to be bound by this Agreement and shall have executed such documents or instruments as the Board of Directors determines to be necessary or appropriate to effect such Person's admission as a Member.

2.07 Preemptive Rights.

(a) Except as provided in Section 2.07(e) or Section 2.07(f), if the Company wishes to issue any Equity Securities to any Person or Persons (all such Equity Securities, collectively, the "**New Securities**"), then the Company shall promptly deliver a written notice of intention to sell (the "**Company's Notice of Intention to Sell**") to each holder of Preemptive Shares setting forth a description of the New Securities to be sold, the proposed purchase price, the aggregate number of New Securities to be sold and the terms and conditions of sale. Upon receipt of the Company's Notice of Intention to Sell, each holder of Preemptive Shares shall have the right, during the Acceptance Period, to elect to purchase, at the price and on the terms and conditions stated in the Company's Notice of Intention to Sell, up to the number of New Securities equal to the product of (i) such holder's Preemptive Proportion, multiplied by (ii) the aggregate number of New Securities to be issued; provided, that if the New Securities consist of more than one class, series or type of Equity Securities, then any holder of Preemptive Shares who elects to purchase such New Securities pursuant to this Section 2.07 must purchase the same proportionate mix of all of such securities; provided, further, that if the New Securities are issued in connection with any debt financing undertaken by the Company or any of its Subsidiaries and to which preemptive rights otherwise apply pursuant to this Section 2.07, then any Class A-1 Member, Class D Member, Class E Member or Class F Preferred Member who elects to purchase such New Securities pursuant to this Section 2.07 must, to be eligible to receive such New Securities, participate in the underlying debt instrument for such financing (A) with and on the same terms as the other lenders thereunder and (B) in the same percentage as their Preemptive Proportion of New Securities that such Member wishes to purchase pursuant to this Section 2.07. If one or more holders of Preemptive Shares do not elect to purchase their entire share of the New Securities (such aggregate portion of New Securities that has not been so elected, the "**Excess New Securities**"), then the Company will offer, by written notice (the "**Supplemental Notice of Intention to Sell**"), to each holder of Preemptive Shares who has elected to purchase his, her or its entire proportion of the New Securities pursuant to this Section 2.07 (the "**Full Participants**") the right to elect to purchase, at the price and on the terms and conditions stated in the Company's Notice of Intention to Sell:

(i) in relation to Class F Preferred Shares held by Full Participants, their Class F Preemptive Proportion (the "**Class F Excess Process**"); and

(ii) following completion of the Class F Excess Process, in relation to all other Preemptive Shares held by Full Participants their Preemptive Proportion (calculated as if (A) Class F Preferred Shares are excluded from the determination of Preemptive Proportion (including the Total Conversion Shares used therefor) and (B) the Total Conversion Shares excludes all Shares of each holder of Preemptive Shares that did not elect to purchase their entire share of the New Securities) of the Excess New Securities remaining after the Class F Excess Process, such that all of the Excess New Securities remaining after the Class F Excess Process may be purchased by such holders, if so elected.

All elections under this Section 2.07(a) must be made by written notice to the Company within fifteen (15) days (or such later date determined by the Board of Directors) after receipt by such holder of Preemptive Shares of (as applicable) the Company's Notice of Intention to Sell or the Supplemental Notice of Intention to Sell (the "**Acceptance Period**").

(b) If the holders of Preemptive Shares have not elected to purchase all of the New Securities described in a Company's Notice of Intention to Sell, then the Company may, at its election, during the period of ninety (90) days immediately following the expiration of the Acceptance Period therefor (or the expiration of the Acceptance Period relating to the Supplemental Notice of Intention to Sell, if the same is issued), sell and issue any of the New Securities not elected for purchase pursuant to Section 2.07(a) to any Person(s) at a price and upon terms and conditions no more favorable, in the aggregate, to such Person(s) than those stated in the Company's Notice of Intention to Sell.

(c) In the event the Company has not sold the New Securities to be issued within such ninety (90) day period, the Company shall not thereafter issue or sell any such New Securities without once again offering such securities to each holder of Preemptive Shares in the manner provided in Section 2.07(a).

(d) If a holder of Preemptive Shares elects to purchase any of the New Securities, payment therefor shall be made by wire transfer against delivery of such New Securities at the principal office of the Company within fifteen (15) days of such election unless a later date is mutually agreed between the Company and such holder of Preemptive Shares; provided, that if SoftBank elects to purchase any of the New Securities, to the extent necessary in order to accommodate the time required to call capital to purchase the Preemptive Shares, payment therefor shall be made by wire transfer against delivery of such New Securities at the principal office of the Company within thirty five (35) days of such election by SoftBank.

(e) Notwithstanding anything to the contrary in this Agreement, (i) no holder of Preemptive Shares shall have a right to purchase New Securities pursuant to this Section 2.07, if such purchase will, in the good faith determination of the Board of Directors, violate any applicable laws (whether or not such violation may be cured by a filing of a registration statement or any other special disclosure) and (ii) in lieu of offering any New Securities to any holder of Preemptive Shares prior to the time such New Securities are offered or sold to any other Person or Persons, the Company

may comply with the provisions of this Section 2.07 by first issuing New Securities to such other Person or Persons, and promptly after such issuance (or acceptance) (and, in any event, within thirty (30) days thereafter) making an offer to sell (or causing such other Person or Persons to offer to sell), to the holders of Preemptive Shares, New Securities in such a manner so as to enable such holders of Preemptive Shares to effectively exercise their respective rights pursuant to Section 2.07(a) with respect to their purchase, for cash, of such New Securities as they would have been entitled to purchase pursuant to Section 2.07(a).

(f) Notwithstanding anything to the contrary in this Section 2.07, the preemptive rights contained in this Section 2.07 shall not apply to:

(i) any Equity Securities issued pursuant to the funding of the GM Commitment, the SoftBank Commitment and the Subsequent SoftBank Commitment;

(ii) any Equity Securities issued pursuant to Sections 2.10 or 2.11;

(iii) any Class B Common Shares that may be issued to Employee Members, including upon the exercise or settlement of any Equity Award;

(iv) any Equity Securities issued in connection with an IPO (including pursuant to Section 9.10(c));

(v) any Equity Securities issued upon any subdivision, split, recapitalization, reclassification, combination or similar reorganization; and

(vi) any Equity Securities issued in connection with any merger, consolidation, acquisition for stock, business combination, purchase of assets or business(es) of, or any similar extraordinary transaction with a third party (each an "**M&A Transaction**"); provided that the value (measured as of the date of issuance) of such Equity Securities issued by the Company pursuant to the exemption set forth in this Section 2.07(f)(vi) does not exceed an aggregate of $250,000,000 with respect to any individual calendar year (it being understood that in the event such $250,000,000 cap is exceeded in any given calendar year, the preemptive rights contained in this Section 2.07 will apply (subject to the other limitations set forth in this Agreement) solely with respect to that portion of Equity Securities issued in excess of such cap in such calendar year).

2.08 **Certificates**. The Company may, but shall not be required to, issue certificates representing Shares ("**Certificated Shares**").

2.09 **Repurchase Rights**. If an Employee Member ceases to be employed by or provide services to the Company or any of its Subsidiaries for any reason, then the Company shall have the right (but not the obligation) to repurchase all or any portion of the Class B Common Shares held by such Employee Member and his or her Permitted Transferees and not otherwise forfeited (pursuant to this Agreement, the relevant employee incentive plan in place at the time or the

applicable Share Grant Agreement or other agreement (or agreements) with the Company) at a price per Class B Common Share specified by, on the timeline provided by, and otherwise on the terms and conditions contained within, a Share Grant Agreement or other agreement (or agreements) between an Employee Member and the Company.

2.10 Optional A-1 Conversion.

(a) Each Class A-1 Preferred Member shall have the right, at such Member's option, at any time and from time to time to convert all or any portion of the Class A-1 Preferred Shares held by such Member into Class D Common Shares by providing the Company with written notice of such conversion. A conversion of Class A-1 Preferred Shares pursuant to this Section 2.10(a) shall be effective as of the close of business on the first (1st) Business Day after the Company's receipt of the conversion notice.

(b) In connection with any conversion pursuant to Section 2.10(a), (i) each Class A-1-A Preferred Share will be converted into Class D Common Shares at the A-1-A Preferred Share Conversion Ratio and (ii) each Class A-1-B Preferred Share will be converted into Class D Common Shares at the A-1-B Preferred Share Conversion Ratio.

(c) Notwithstanding anything in this Agreement to the contrary, each Class A-1 Preferred Share that has been converted into a Class D Common Share under this Section 2.10 shall cease to have the rights, preferences and privileges provided under this Agreement for the Class A-1 Preferred Shares and shall thereafter be treated as a Class D Common Share for all purposes.

2.11 Optional A-2 Conversion.

(a) Each Class A-2 Preferred Member shall have the right, at such Member's option, at any time and from time to time, to convert all or any portion of the Class A-2 Preferred Shares held by such Member into Class C Common Shares, at a 1:1 ratio (as adjusted to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) by providing the Company with written notice of such conversion. A conversion of Class A-2 Preferred Shares pursuant to this Section 2.11 shall be effective as of the close of business on the first (1st) Business Day after the Company's receipt of the conversion notice.

(b) Notwithstanding anything in this Agreement to the contrary, each Class A-2 Preferred Share that has been converted into a Class C Common Share under this Section 2.11 shall cease to have the rights, preferences and privileges provided under this Agreement for the Class A-2 Preferred Shares and shall thereafter be treated as a Class C Common Share for all purposes.

ARTICLE III
DISTRIBUTIONS

3.01 Distributions.

(a) Except as otherwise expressly contemplated by this Agreement, all Distributions shall be made to the Persons who are the holders of Shares at the time such Distributions are made.

(b) Subject to Section 3.02 and Section 3.03, and in accordance with the provisions of this Section 3.01, Distributions pursuant to this Article III shall be made Quarterly in arrears (on the final day of each Quarter) in the following order of priority:

(i) First, Distributions shall be made to the Class A-1 Preferred Members in respect of their Class A-1 Preferred Shares (ratably among such Members based upon, for the relevant Quarter, the aggregate Class A-1 Preferred Return with respect to the Class A-1 Preferred Shares held by each such Member immediately prior to such Distribution) until each Class A-1 Preferred Member has received Distributions in respect of such Member's Class A-1 Preferred Shares in an amount equal to the aggregate Class A-1 Preferred Return for such Quarter (and not, for clarity, the full Class A-1 Preferred Unpaid Return) with respect to the Class A-1 Preferred Shares held by such Class A-1 Preferred Member immediately prior to such Distribution. The Company may, at its option, with respect to all or any portion of the Distributions on the Class A-1-A Preferred Shares and Class A-1-B Preferred Shares pursuant to this Section 3.01(b)(i) for any Quarter, elect to pay such Distribution in (A) cash or (B) by the accretion (with respect to such Quarter) of the Class A-1 Preferred Return on such Shares (which such accretion in the Class A-1 Preferred Return, and resultant increase in the Class A-1 Preferred Unpaid Return for such Shares, shall constitute a Distribution hereunder).

(ii) Second, Distributions shall be made to the Non-A-1 Members until the cumulative amount received in cash by each of the Members pursuant to this Section 3.01(b)(ii) and Section 3.01(b)(i) with respect to all such Distributions made after June 28, 2018 to the relevant calculation date (including, for clarity, any Distributions made in such applicable Quarter pursuant to Section 3.01(b)(i)), equals the amount such Member would have received if all such Distributions had been distributed ratably on an as-converted basis (for the purpose of such calculation with (A) the Class A-1 Preferred Shares being deemed converted to Class D Common Shares pursuant to Section 2.10(b), and (B) Class F Preferred Shares being being deemed converted to Class D Common Shares at the Class F Preferred Share Conversion Ratio) among such Members based upon the number of Non-A-1 Interests held by each such Non-A-1 Member and the number of Class A-1 Preferred Shares held by each such Class A-1 Preferred Member, in each case, immediately prior to such Distribution. For the avoidance of doubt, the Class A-1 Preferred Shares shall not be entitled to any Distributions pursuant to this Section 3.01(b)(ii).

(iii) Third, all further Distributions shall be made to each Non-A-1 Member and Class A-1 Preferred Member ratably on an as-converted basis among such Members based upon the number of Non-A-1 Interests held by each such Non-A-1 Member and the number of Class A-1 Preferred Shares held by each such Class A-1 Preferred Member, in each case,

immediately prior to such Distribution; provided, that, for the purposes of this Section 3.01(b)(iii), the (A) Class A-1 Preferred Shares shall be deemed converted to Class D Common Shares pursuant to Section 2.10(b) without (for the purposes of calculating such conversion) any reduction in the Class A-1-A Preferred Unpaid Return or Class A-1-B Preferred Unpaid Return due to Distributions for such Quarter made pursuant to this Section 3.01(b)(iii), and (B) Class F Preferred Shares being being deemed converted to Class D Common Shares at the Class F Preferred Share Conversion Ratio.

(c) No later than five (5) Business Days prior to the end of each Quarter, the Company will send written notice to each Class A-1 Preferred Member stating whether the Distribution pursuant to Section 3.01(b)(i) for such Quarter will be paid in cash. If the Company fails to timely send such written notice then, with respect to such Quarter, the Company will be deemed to have irrevocably elected to pay the Distribution pursuant to Section 3.01(b)(i) by the accretion of the Class A-1 Preferred Return. For clarity, (i) the Company may elect, independently as to each class, to pay cash Distributions with respect to a Quarter on either, or both, of the Class A-1-A Preferred Shares and Class A-1-B Preferred Shares and (ii) so long as the full Distribution has been made on each Class A-1 Preferred Share pursuant to Section 3.01(b)(i), the Company may (but shall not be required to) make Distributions pursuant to Section 3.01(b)(ii) and Section 3.01(b)(iii).

(d) No distributions shall be made in respect of a Vested Class B Common Share pursuant to Section 3.01(b)(ii), Section 3.01(b)(iii) or Section 3.02(a)(iii), until such time that an aggregate amount of Distributions (since the date of grant of such Class B Common Share) pursuant to Section 3.01(b) or 3.02(a), as applicable, equal to the Class B Floor Amount shall have been Distributed on each Class C Common Share. For the avoidance of doubt, no holder of any Class B Common Share will later have the right to receive any amount foregone pursuant to the preceding sentence of this Section 3.01(d).

(e) Any reference in this agreement to a Distribution to a Substituted Member shall include any Distributions previously made to the predecessor Member on account of the interest of such predecessor Member transferred to such Substituted Member.

(f) Notwithstanding any provision to the contrary contained in this Agreement the Company shall not make any Distribution to Members if such Distribution would violate Section 18-607 of the Act or other applicable law.

3.02 Distributions Upon Liquidation or a Deemed Liquidation Event.

(a) Notwithstanding Section 3.01, upon a liquidation (pursuant to Article X) or a Deemed Liquidation Event, the Company shall distribute the net proceeds or assets available for distribution, whether in cash or in other property, to the Members as follows:

(i) First, Class A-1 Preferred Members and Class F Preferred Members shall receive, on a *pro rata* basis (proportional to their share of the aggregate (A) Class A-1 Liquidation Preference Amount for all Class A-1 Preferred Shares, *plus* (B) Class F Liquidation Preference Amount for all Class F Preferred Shares) for each Class A-1 Preferred Share and Class F Preferred Share, as applicable, the greater of (1) (x) for each Class A-1 Preferred Share held by such Class A-1 Preferred Member, the applicable Class A-1 Liquidation Preference Amount, and (y) for each Class F Preferred Share held by such Class F Preferred Member, the Class F Liquidation Preference Amount, and (2) the amount distributable pursuant to Section 3.02(a)(iii) with respect to such Class A-1 Preferred Share or Class F Preferred Share, as applicable, as if such Share had converted into a Class D Common Share (pursuant to Section 2.10, in the case of a Class A-1 Preferred Share, and at the Class F Preferred Share Conversion Ratio, in the case of a Class F Preferred Share) immediately prior to the event giving rise to a Distribution pursuant to this Section 3.02. If upon any such liquidation or Deemed Liquidation Event, the net proceeds or assets available for distribution to the Members shall be insufficient to pay the holders of Class A-1 Preferred Shares and Class F Preferred Shares the full amount to which they shall be entitled under this Section 3.02(a)(i), the holders of Class A-1 Preferred Shares and Class F Preferred Shares shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of such shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full pursuant to this Section 3.02(a)(i).

(ii) Second, Class A-2 Preferred Members shall receive, for each Class A-2 Preferred Share, the greater of (A) the Class A-2 Liquidation Preference Amount and (B) the amount distributable pursuant to Section 3.02(a)(iii) with respect to such Class A-2 Preferred Share as if such Share had converted into a Class C Common Share (pursuant to Section 2.11) immediately prior to the event giving rise to a Distribution pursuant to this Section 3.02.

(iii) Third, to Non-A-1 Members (other than the Class A-2 Preferred Members and Class F Preferred Members), ratably among such Members based upon the number of Non-A-1 Interests held by each such Non-A-1 Member (other than Class A-2 Preferred Shares and Class F Preferred Shares).

(b) A "**Deemed Liquidation Event**" shall occur upon either of a Sale of the Company or a Drag-Along Sale Transaction.

3.03 Unvested Class B Common Shares. Notwithstanding anything in this Agreement to the contrary, (a) no Distribution shall be made in respect of any Class B Common Share that is not a Vested Class B Common Share, (b) any amount that would otherwise be distributable in cash in respect of a Class B Common Share pursuant to Section 3.01 or Section 3.02 but for the fact that such Class B Common Share is not a Vested Class B Common Share shall be withheld by the Company and Distributed with respect to such Class B Common Share, without interest, at the time of the first cash Distribution to the Non-A-1 Members following the date on which such Class B

Common Share becomes a Vested Class B Common Share and (c) if a Class B Common Share that is not a Vested Class B Common Share is repurchased or forfeited (or otherwise becomes incapable of vesting), then such Class B Common Share shall not be entitled to receive or retain any Distributions.

3.04 Distributions In-Kind. Distributions of property other than cash, including securities (but, for the avoidance of doubt, Distributions in respect of the Class A-1 Preferred Shares pursuant to Section 3.01(b)(i) shall not include stock or securities issued by the Company and may only be made in cash or accretion pursuant to Section 3.01(b)(i)), may be made under this Agreement with the approval of the Board of Directors. Distributions of property other than cash shall be valued at Fair Market Value. Except as otherwise required by the Act or this Agreement, and subject in all respects to Section 3.01 and Section 3.02, no Member shall be entitled to Distributions of property other than cash and the Board of Directors may make a determination to distribute property to one Member or group of Members and cash to the remaining Members so long as no Member is adversely affected in a manner which is disproportionate to the other Members as a result of such determination. The Company shall not make any in-kind distributions in respect of the Class F Preferred Shares of property that is not an equity security or debt security of an entity classified as a corporation for U.S. federal income tax purposes without the consent of the Class F Preferred Members to whom such distribution is to be made.

ARTICLE IV
TAX MATTERS

4.01 Corporate Status. The Members intend that the Company be treated as a corporation for U.S. federal, and, as applicable, state and local, income tax purposes, and neither the Company nor any of the Members shall take any reporting position inconsistent with such treatment. In furtherance of the foregoing, the Company has elected, pursuant to Treasury Regulations Section 301.7701-3(c), to be treated as an association taxable as a corporation, effective as of May 23, 2018. The Company will not make any other entity classification elections with respect to the Company without the prior written consent of all Members; provided that, if the Entity is eligible to make an entity classification election, it shall elect to be treated as an association taxable as a corporation, unless the prior written consent of all Members has been obtained.

4.02 Withholding. The Company is authorized to withhold from any payment made to a Member any amounts required to be withheld by the Company under applicable law and, if so required, remit any such amounts to the applicable governmental authority. Upon request by the Company in writing, each Member shall provide the Company with a properly completed and duly executed Internal Revenue Service ("**IRS**") Form W-9 or applicable IRS Form W-8, or any other information, form or certificate reasonably necessary to determine whether and the extent to which any such withholding is required. If the Company, or the Board of Directors or any Affiliate of the Company, becomes liable as a result of a failure to withhold and remit taxes in respect of any Member and such failure was attributable to such Member's failure to timely provide the Company

with the appropriate information requested in writing by the Company regarding such Member's tax status or tax payment obligations, then such Member shall indemnify and hold harmless the Company, or the Board of Directors or any Affiliate of the Company, as the case may be, in respect of any such tax that should have been withheld and remitted (including any interest or penalties assessed or imposed thereon and any expenses incurred in any examination, determination, resolution and payment of such tax) but was not so withheld and remitted as a result of such Member's failure to timely provide the Company with such information. The provisions contained in this Section 4.02 shall survive the termination of the Company and the withdrawal of any Member.

4.03 Tax Sharing.

(a) GM Consolidated Group. For the 2018 Tax Period of the GM Consolidated Group, the Company shall timely deliver to GM Parent a properly completed and duly executed IRS Form 1122 (Authorization and Consent of Subsidiary Corporation To Be Included in a Consolidated Income Tax Return) and any similar or corresponding forms required for state or local income or franchise tax purposes. The Company acknowledges and agrees that GM Parent shall act as sole agent (within the meaning of Treasury Regulations Section 1.1502-77) for the Company with respect to any Tax Period for which the Company joins one or more members of the GM Consolidated Group in filing a GM Consolidated Return, provided that the GM Investor shall cause GM Parent to not take any action with respect to any tax matters, including any action in its role as sole agent (within the meaning of Treasury Regulation Section 1.1502-77) that has a material and disproportionate adverse impact on the Company or SoftBank, without the Company's or SoftBank's consent, as applicable, not to be unreasonably withheld, conditioned or delayed.

(b) Payment from the GM Investor to the Company for Use of Company NOLs and Tax Credits.

(i) If upon a Deconsolidation the NOL Deficit Amount exceeds zero, the GM Investor shall pay to the Company, with respect to each Tax Period of the Company, the Excess NOL Tax Increase with respect to such Tax Period. The GM Investor shall pay the Excess NOL Tax Increase with respect to each such Tax Period no later than ten (10) Business Days following delivery of written notice by the Company to the GM Investor of the amount of Excess NOL Tax Increase for such Tax Period.

(ii) In addition to the payments described in Section 4.03(b)(i) above (and without duplication of such payments or any other payments required to be made by the GM Investor hereunder), the GM Investor shall make payments to the Company with respect to any R&D Tax Credits or Other Tax Credits generated by the Company or any of its Subsidiaries in the same manner and using the same principles as described in Section 4.03(b)(i) and in the definitions of NOL Deficit Amount and Hypothetical Deconsolidated Company NOL Amount; provided, however, that in applying such principles, (A) clause (ii) of the definition of NOL Deficit Amount shall not apply and (B) in applying the Company standalone concept of the Hypothetical Deconsolidated Company NOL Amount, the Company and its Subsidiaries shall be assumed to

utilize the same tax accounting methods, elections, conventions, practices, policies and principles regarding the R&D Tax Credits or Other Tax Credits actually utilized by the GM Consolidated Group and the Company and its Subsidiaries shall otherwise be assumed to take into account the GM Consolidated Group's history in its use of R&D Tax Credits or Other Tax Credits; provided, further, that no such payment with respect to Other Tax Credits will be required unless and until such Other Tax Credits generated by the Company and its Subsidiaries exceed, in the aggregate, taking into account any Other Tax Credits referenced in Section 4.03(e), $12,000,000 with respect to any calendar year.

(iii) The GM Investor and its advisors shall calculate the NOL Deficit Amount and the deficit amount in respect of R&D Tax Credits and Other Tax Credits upon a Deconsolidation and shall deliver such calculations, certified by the chief tax officer of GM Parent, to the Company and, subject to Section 4.03(f), such calculations shall be conclusive, binding and final for all purposes. The Company shall calculate the Excess NOL Tax Increase and the tax increase in respect of R&D Tax Credits and Other Tax Credits in each Tax Period and shall deliver such calculations, certified by the chief tax officer of the Company, along with reasonably detailed supporting documentation, to the GM Investor and, subject to Section 4.03(f), such calculation shall be conclusive, binding and final for all purposes.

(c) Payment from the Company to the GM Investor for Inclusion of Company Income.

(i) Following the filing of the final GM Consolidated Return for each Tax Period prior to a Deconsolidation, the Company shall calculate the Aggregate Company Hypothetical Pre-Deconsolidation Tax Amount with respect to such Tax Period.

(ii) Following the filing of the final GM Consolidated Return for each Tax Period ending after the Original Closing Date, the GM Investor shall calculate the Incremental GM Tax Amount. The GM Investor shall deliver to the Company a certification by the chief tax officer of GM Parent with respect to such amount and such calculation shall be conclusive, binding and final for all purposes. No certification shall be required in any year in which the GM Investor has determined that the Incremental GM Tax Amount is zero.

(iii) With respect to each Tax Period of the GM Consolidated Group ending after the Original Closing Date, the Company shall make a payment to the GM Investor equal to the excess, if any, of (A) the lesser of (1) the Aggregate Company Hypothetical Pre-Deconsolidation Tax Amount with respect to such Tax Period and (2) the Incremental GM Tax Amount with respect to such Tax Period over (B) the aggregate net payment made by the Company to the GM Investor pursuant to this Section 4.03(c)(iii) and Section 4.03(c)(iv) for prior Tax Periods.

(iv) With respect to each Tax Period of the GM Consolidated Group ending after the Original Closing Date, the GM Investor shall make a payment to the Company equal to the excess, if any, of (A) the aggregate net payment made by the Company to the GM

Investor pursuant to Section 4.03(c)(iii) and this Section 4.03(c)(iv) for prior Tax Periods over (B) the lesser of (1) the Aggregate Company Hypothetical Pre-Deconsolidation Tax Amount with respect to such Tax Period and (2) the Incremental GM Tax Amount with respect to such Tax Period;

(d) Payments between GM Investor and the Company if a Section 59(e) Election is Made. If prior to a Deconsolidation, GM makes one or more elections under Section 59(e) of the Code (a "**Section 59(e) Election**") with respect to the Company and/or its Subsidiaries, then:

(i) with respect to each Tax Period for which a Section 59(e) Election is made, and any subsequent Tax Period, any payment otherwise required to be made by the Company to the GM Investor pursuant to Section 4.03(c) shall be (A) reduced (but not below zero) by the Section 59(e) Detriment Amount with respect to such Tax Period and (B) shall be increased by the Section 59(e) Benefit Amount with respect to such Tax Period; provided, any adjustment pursuant to this Section 4.03(d)(i)(B) shall be deferred and shall only be made when and to the extent that, immediately prior to giving effect to such adjustment, the aggregate adjustments under Section 4.03(d)(i)(A) and Section 4.03(d)(ii)(A) exceed the aggregate adjustments under this Section 4.03(d)(i)(B) and Section 4.03(d)(ii)(B); and

(ii) with respect to each Tax Period for which a Section 59(e) Election is made, and any subsequent Tax Period, any payment otherwise required to be made by the GM Investor to the Company pursuant to Section 4.03(b) shall be (A) increased by the Section 59(e) Detriment Amount with respect to such Tax Period and shall be (B) reduced (but not below zero) by the Section 59(e) Benefit Amount with respect to such Tax Period; provided, any adjustment pursuant to this Section 4.03(d)(ii)(B) shall be deferred and shall only be made when and to the extent that, immediately prior to giving effect to such adjustment, the aggregate adjustments under Section 4.03(d)(i)(A) and Section 4.03(d)(ii)(A) exceed the aggregate adjustments under Section 4.03(d)(i)(B) and this Section 4.03(d)(ii)(B).

For the avoidance of doubt, for purposes of Sections 4.03(d)(i) and (ii) above, a required payment of $0 under Section 4.03(b) or Section 4.03(c) for any Tax Period constitutes a "payment otherwise required to be made".

(e) State and Local Income and Franchise Taxes. With respect to state and local income and franchise tax benefits and detriments in any jurisdictions that have consolidated, combined or unitary tax regimes, the GM Investor and the Company shall have similar payment obligations to each other, under the same principles, as the payment obligations for U.S. federal income tax benefits and detriments described in paragraphs (b), (c) and (d) of this Section 4.03; provided, that no such payment with respect to Other Tax Credits will be required unless and until such Other Tax Credits generated by the Company and its Subsidiaries exceed, in the aggregate, taking into account any Other Tax Credits referenced in Section 4.03(b)(ii), $12,000,000 with respect to any calendar year.

(f) Dispute Resolution. In the event of any dispute between the GM Investor and the Company as to any amount payable under this Section 4.03, the GM Investor and the Company shall attempt in good faith to resolve such dispute. If the GM Investor and the Company are unable to resolve such dispute within thirty (30) days, they shall jointly retain a mutually agreed upon nationally recognized independent accounting firm (the "**Accounting Firm**") to resolve the dispute. The GM Investor and the Company may make written submissions to the Accounting Firm, and the Accounting Firm's resolution shall be based solely upon the actual terms of this Agreement, the written submissions of the GM Investor and the Company, and the application of federal income tax law (or, in the case of any payment obligation Section 4.03(e), applicable state or local income tax law). Each of the GM Investor and the Company shall be bound by the determination of the Accounting Firm and shall bear one-half of the fees and expenses of the Accounting Firm.

(g) Indemnification for Taxes. Other than payments required under this Agreement, the GM Investor shall indemnify and hold harmless the Company and any of its Subsidiaries from any Taxes (as such term is defined in the Purchase Agreement) imposed on the Company or any of its Subsidiaries pursuant to Treasury Regulations Section 1.1502-6 (or any analogous or similar provision of U.S. state or local, or non-U.S. law) as a result of being a member of (i) the GM Consolidated Group or (ii) any other affiliated, consolidated, combined or unitary group of which (A) the GM Investor, (B) the GM Parent, (C) any Affiliate or direct or indirect Subsidiary of the GM Parent (other than the Company or any of its Subsidiaries) or (D) any member of the GM Consolidated Group (other than the Company or any of its Subsidiaries) was a member prior to a Deconsolidation.

(h) Net Payments. Without limiting any other provision in this Section 4.03, if as of any date each of the GM Investor and the Company is obligated to make a payment to the other under this Section 4.03, then the amount of such payments shall be netted, the offsetting amounts shall be treated as having been paid by the applicable payors for all purposes of this Section 4.03, and the party having the net payment obligation shall make such pay such net amount to the other party.

(i) Intended Tax Treatment. Any payments made by the GM Investor to the Company following a Deconsolidation pursuant to this Section 4.03 shall be treated as a Capital Contribution for all applicable tax purposes, unless otherwise required by applicable law. Any payments made by the Company to the GM Investor following a Deconsolidation pursuant to this Section 4.03 shall be treated as distribution under Section 301 of the Code for all applicable tax purposes, unless otherwise required by applicable law.

(j) Examples. Any ambiguity in the provisions of this Section 4.03 shall be resolved (where possible) by reference to the examples delivered by the GM Investor and acknowledged by SoftBank and the Company pursuant to that certain letter provided to SoftBank UK prior to the execution of the SoftBank Purchase Agreement (and subsequently acknowledged

and agreed to by SoftBank) and acknowledged by Honda pursuant to that certain letter provided to Honda prior to the execution of the Honda Purchase Agreement; provided, however, that in the event of a conflict with such letter, this Section 4.03 shall control.

(k) Consistent Reporting Covenant.

(i) Notwithstanding anything to the contrary contained herein, the Class A-1 Preferred Shares are intended to be treated as common stock for all purposes of the Code (and not as preferred stock within the meaning of Treasury Regulations Section 1.305-5). Absent a relevant change in law or administrative, regulatory or judicial authority or guidance, unless otherwise required pursuant to a "determination" within the meaning of Section 1313 of the Code, neither the Company nor any of the Members shall report any Distribution with respect to the Class A-1 Preferred Shares that is paid by accretion of the Class A-1 Preferred Return on such Shares (in accordance with Section 3.01(c) hereof) as a taxable distribution pursuant to Section 305(b)(2) of the Code or take any position inconsistent with the intended tax treatment described in this Section 4.03(k).

(ii) Notwithstanding anything to the contrary contained herein, the Class A-2 Preferred Shares and the Class F Preferred Shares are intended to be treated as common stock for all purposes of the Code.

(l) Audit Adjustments. Notwithstanding anything to the contrary herein, in the event there is an adjustment to any GM Consolidated Return or any Company tax return for any Tax Period as a result of an audit, the computations described in this Section 4.03 will be adjusted to reflect the results of such audit and any amounts payable hereunder shall be increased or decreased to reflect the revised computations.

(m) Tax Materials. For the avoidance of doubt, neither the Company nor any other Member shall be permitted to review any of the GM Investor's tax returns, workpapers or other tax information ("**Tax Materials**"), or any Tax Materials of or related to the GM Consolidated Group.

(n) Definitions. For purposes of this Section 4.03, the following terms shall be defined as follows:

(i) "**Aggregate Company Hypothetical Pre-Deconsolidation Tax Amount**" means, with respect to a Tax Period, the sum of the Company Hypothetical Pre-Deconsolidation Tax Amount for such Tax Period and all prior Tax Periods.

(ii) "**Company Hypothetical Pre-Deconsolidation Tax Amount**" means, with respect to a Tax Period prior to a Deconsolidation, the amount of U.S. federal income tax that would have been owed by the Company and its Subsidiaries if the Company and its Subsidiaries had not been members of the GM Consolidated Group and instead were a separate

U.S. consolidated group (but had utilized the same tax accounting methods, elections, conventions, practices, policies and principles actually utilized by the GM Consolidated Group).

(iii) "**Deconsolidation**" means any event pursuant to which the Company ceases to be included in the GM Consolidated Group.

(iv) "**Excess NOL Tax Increase**" means, with respect to each Tax Period of the Company after a Deconsolidation, an amount equal to the excess, if any, of (A) the actual U.S. federal income tax payable by the Company and its Subsidiaries in respect of such Tax Period over (B) the U.S. federal income tax that would have been payable by the Company and its Subsidiaries in respect of such Tax Period if upon a Deconsolidation the Company had an amount of net operating losses, as defined in Section 172(c) of the Code, equal to the NOL Deficit Amount.

(v) "**GM Consolidated Group**" means the consolidated group of corporations of which GM Parent is the "common parent" within the meaning of Treasury Regulations Section 1.1502-1(h).

(vi) "**GM Consolidated Return**" means the consolidated U.S. federal income tax return of GM Parent filed pursuant to Section 1501 of the Code.

(vii) "**Hypothetical Deconsolidated Company NOL Amount**" shall mean the amount of net operating losses, as defined in Section 172(c) of the Code, that the Company and its Subsidiaries would have had upon a Deconsolidation had the Company and its Subsidiaries never been members of the GM Consolidated Group (but had utilized the same tax accounting methods, elections, conventions, practices, policies and principles actually utilized by the GM Consolidated Group and had closed its Tax Period as of the date of a Deconsolidation), provided that Hypothetical Deconsolidated Company NOL Amount shall be reduced by the amount of any such net operating losses that were previously included in the computation of Incremental GM Tax Amount and resulted in a reduction in the Incremental GM Tax Amount.

(viii) "**Incremental GM Tax Amount**" means with respect to a Tax Period, the excess, if any, of (A) the total U.S. federal income tax actually owed by the GM Consolidated Group for such Tax Period and all prior Tax Periods ending after the Original Closing Date, over (B) the total U.S. federal income tax that would have been owed by the GM Consolidated Group for such Tax Period and all prior Tax Periods ending after the Original Closing Date had the Company and its Subsidiaries never been members of the GM Consolidated Group, determined on a with and without basis and ignoring any state apportionment differences resulting from the inclusion of the Company and its Subsidiaries in the GM Consolidated Group; provided, the amount in clause (A) shall be determined assuming any net operating losses for which the Company has been compensated for pursuant to Section 4.03(b) were not available to the GM Consolidated Group (determined by assuming that such net operating losses are the last losses that would have otherwise been taken into account in clause (A)).

(ix) "**NOL Deficit Amount**" shall mean an amount equal to the excess, if any, of (A) the Hypothetical Deconsolidated Company NOL Amount over (B) $1,300,000,000.

(x) "**Other Tax Credits**" shall mean any U.S. federal, state or local income or franchise tax credits other than R&D Tax Credits as defined herein.

(xi) "**R&D Tax Credits**" shall mean any U.S. federal income tax credits for research activities under Section 41 of the Code, and, for the purpose of applying Section 4.03(e), any state or local income or franchise tax credits that are directly analogous to tax credits for research activities under Section 41 of the Code.

(xii) "**Section 59(e) Benefit Amount**" with respect to a Tax Period means the amount by which the payment (A) required by the Company to GM under Section 4.03(c) for such Tax Period would have been more or (B) by GM to the Company under Section 4.03(b) would have been less, in each case, had no Section 59(e) Election been made; provided, for purposes of determining such difference under (A) or (B) with respect to any Section 59(e) Benefit Amount that corresponds to a prior correlative Section 59(e) Detriment Amount (using the earliest Section 59(e) Detriment first), such Section 59(e) Benefit Amount shall be determined assuming that the U.S. federal income tax rates applicable at the time of such Section 59(e) Detriment were still in effect.

(xiii) "**Section 59(e) Detriment Amount**" with respect to a Tax Period means the amount by which the payment (A) required by the Company to GM under Section 4.03(c) for such Tax Period would have been less or (B) by GM to the Company under Section 4.03(b) would have been more, in each case, had no Section 59(e) Election been made.

(xiv) "**Tax Period**" means a taxable year as defined in Section 441(b) of the Code.

4.04 Transfer Taxes. Any Transfer Taxes (as defined in the SoftBank Purchase Agreement) incurred in connection with any issuance of any Equity Securities to SoftBank, SoftBank UK or any of their Affiliates or Permitted Transferees pursuant to this Agreement or the SoftBank Purchase Agreement or in relation to the issuance of any Class F Preferred Shares shall, in each case, be paid by SoftBank when due. Any Transfer Taxes (as defined in the Honda Purchase Agreement) incurred in connection with any issuance of any Equity Securities to Honda or any of its Affiliates or Permitted Transferees pursuant to this Agreement or the Honda Purchase Agreement or in relation to the issuance of any Class F Preferred Shares shall be paid by Honda when due. Any Transfer Taxes (as defined in the Class F Purchase Agreement) incurred in connection with any issuance of Class F Preferred Shares to a Class F Preferred Member or any of their Affiliates or Permitted Transferees pursuant to this Agreement, the Class F Purchase Agreement, or any subscription agreement shall be paid by such Class F Preferred Members when due. The Company shall file all necessary tax returns and other documentation with respect to all Transfer Taxes and, if required by applicable law, the GM Investor, SoftBank, Honda and the Class F New Members

(as applicable) will, and will cause their Affiliates, to join in the execution of any such tax returns and other documentation.

The provisions contained in this Article IV, and any payments required to be made pursuant hereto, shall survive the termination of the Company and the withdrawal of any Member.

ARTICLE V
MEMBERS

5.01 Voting Rights of Members. Subject to Section 2.02 and Section 9.10:

(a) Each Class A-1 Preferred Member shall be entitled to ten (10) votes for each Class A-1 Preferred Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(b) Each Class A-2 Preferred Member shall be entitled to ten (10) votes for each Class A-2 Preferred Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(c) Each Class B Member shall be entitled to one (1) vote for each Class B Common Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(d) Each Class C Member shall be entitled to ten (10) votes for each Class C Common Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(e) Each Class D Member shall be entitled to one (1) vote for each Class D Common Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(f) Each Class E Member shall be entitled to one (1) vote for each Class E Common Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(g) Each Class F Preferred Member shall be entitled to one (1) vote for each Class F Preferred Share held by such Member on any matter which is submitted to the Members for a vote or consent.

(h) Each other class or series of Shares shall be entitled to such votes as the Board of Directors shall determine with respect to such class or series on any matter which is submitted to the Members for a vote or consent.

For the avoidance of doubt, the provisions and rights with respect to voting set forth in this Section 5.01 and Section 6.03 are intended to provide GM with "control" of the Company as defined in Section 368(c) of the Code and the Treasury Regulations thereunder, and shall be interpreted consistent therewith. Neither the Company nor any of the Members shall take any reporting position inconsistent with the intended tax treatment described in this Section 5.01.

5.02 Quorum; Voting. A quorum shall be present with respect to a meeting of the Members if a Majority of the Members are represented in person or by proxy at such meeting. Once a quorum is present at a meeting of the Members, the subsequent withdrawal from the meeting of any Member (other than the GM Investor, whose withdrawal from the meeting shall cause a quorum to no longer be present) prior to the meeting's adjournment or the refusal of any Member to vote on any matter that is open to vote by the Members at the meeting shall not affect the presence of a quorum at the meeting. Each of the Members hereby consents and agrees that one or more Members may participate in a meeting of the Members by means of conference telephone or similar communications equipment by which all Persons participating in the meeting can hear each other at the same time, and such participation shall constitute presence in person at the meeting. If a quorum is present, except as otherwise expressly provided herein, the affirmative vote of the Members representing a Majority of the Members represented at the meeting and entitled to vote on the subject matter shall be the act of the Members.

5.03 Written Consent. Any action required or permitted to be taken at a meeting of the Members may be taken without a meeting if the action is evidenced by a written consent describing the action taken signed by a Majority of the Members. Action taken under this Section 5.03 is effective when a Majority of the Members have signed the consent, unless the consent specifies a different effective date. Promptly following the effectiveness of any action taken by written consent by a Majority of the Members, the Company shall provide written notice of such action to any Member who was otherwise entitled to vote on such matter or action and whose consent was not solicited in connection therewith.

5.04 Meetings. Meetings of the Members may be called by (a) the Board of Directors or (b) a Majority of the Members.

5.05 Place of Meeting. The Board of Directors may designate the place of meeting for any annual meeting and the Person(s) calling a special meeting pursuant to Section 5.04 may designate the place for such special meeting. If no designation is made, the place of meeting shall be the principal office of the Company.

5.06 Notice of Meeting. Written notice stating the place, day and hour of the meeting and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be provided to each Member not less than three (3) Business Days prior to the date of the applicable meeting and otherwise in accordance with Section 12.06. Any Member may waive notice of any meeting. The attendance of a Member at a meeting shall constitute a waiver of notice of such meeting except where a Member attends a meeting for the express purpose of objecting to the

transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any regular meeting of Members need be specified in the notice or waiver of notice of such meeting.

5.07 Withdrawal; Partition. No Member shall have the right to resign or withdraw as a member of the Company. No Member shall have the right to seek or obtain partition by court decree or operation of law of any Company property, or the right to own or use particular or individual assets of the Company, except as may be expressly set forth in the Commercial Agreements, the Honda Commercial Agreements or any other written agreement between such Member and the Company.

5.08 Business Opportunities; Performance of Duties.

(a) Subject to Article XI, any agreement entered into with any Employee Member and any restriction on any Class E Member in any written agreement entered into by the Company with a Class E Member, each Member and its Affiliates and its and their respective officers, directors, equityholders, partners, members, managers, agents, employees and investment advisers (and other funds and accounts advised or sub-advised by such investment advisers) (the "**Member Group Persons**") (i) is permitted to have, and may presently or in the future have, investments or other business relationships with entities engaged in other, complementary or competing lines of business other than through the Company and its Subsidiaries (an "**Other Business**"), (ii) may have or may develop a strategic relationship with businesses that are and may be competitive or complementary with the Company and its Subsidiaries, (iii) is not prohibited by virtue of their investment in the Company or any of its Subsidiaries or, if applicable, their service on the Board of Directors or the board of directors (or similar governing body) of any of the Company's Subsidiaries from pursuing and engaging in any such activities and (iv) is not obligated to inform the Company or any of its Subsidiaries of any such opportunity, relationship or investment. Subject to Article XI and any agreement entered into with any Employee Member, the involvement of any Member Group Person in any Other Business will not constitute a conflict of interest by such Persons with respect to the Company or its Members or any of its Subsidiaries.

(b) Without prejudice to Section 5.08(a), each Director shall, in his or her capacity as a Director, and not in any other capacity, have the same fiduciary duties to the Company and the Members as a director of a Delaware corporation; provided, that, notwithstanding the foregoing:

(i) the Directors shall not have, or be deemed to have, any duties or implied duties (including fiduciary duties) to the Company or its Subsidiaries, any Member or any other Person (and each Director may act in and consider the best interests of the Member who designated such Director and shall not be required to act in or consider the best interests of the Company and its Subsidiaries or the other Members) and any duties or implied duties (including fiduciary duties) of a Director to any other Member or the Company or its Subsidiaries that would otherwise apply at law or in equity are hereby disclaimed and eliminated to the fullest extent

permitted under the Act and any other applicable law, and each Member hereby disclaims and waives all rights to, and releases each other Member and each Director from, any such duties, in each case with respect to or in connection with any of the following circumstances:

(A) any transaction or arrangement, or any proposed transaction or arrangement, between the Company or its Subsidiaries, on the one hand, and SoftBank or any SoftBank Party, on the other hand, including the decision to engage, or not to engage in, such transaction or arrangement; and

(B) any decision to engage or not to engage in any transaction or arrangement, or any proposed transaction or arrangement contemplated by the Transaction Documents or the Commercial Agreements (as the same may be amended from time to time in accordance with the provisions thereof), or which is otherwise on terms consistent with the Commercial Agreements; and

(C) the issuance of Equity Securities to the GM Investor or any of its Affiliates pursuant to Section 2.06; and

(ii) without limiting the requirements of Section 6.13(b), in connection with any transaction or arrangement, or any proposed transaction or arrangement, between the Company or any of its Subsidiaries, on the one hand, and GM or any of its Affiliates, on the other hand, (A) there will be no requirement for any non-Independent Director to approve such a transaction or for any independent or non-Board of Director review process, and (B) such transaction or arrangement and decision of the Board of Directors in connection therewith shall not be subject to any heightened standard of review or approval (including any review under an "entire fairness" standard).

(c) To the maximum extent permitted by law, no Member Group Person (other than any Director in their capacity as the same to the extent expressly provided in this Agreement) shall owe any fiduciary or similar duties or obligations to the Company or its Subsidiaries, the Members or any Person, and any such duties (fiduciary or otherwise) of such Member Group Person are intended to be modified and limited to those expressly set forth in this Agreement, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or exist against any such Member Group Person. For purposes of clarification and the avoidance of doubt and notwithstanding the foregoing, nothing contained in this Section 5.08 or elsewhere in this Agreement shall, nor shall it be deemed to, eliminate (i) the obligation of the Members to act in compliance with the express terms of this Agreement, any Transaction Document, any Commercial Agreement or any Honda Commercial Agreement, or (ii) the implied contractual covenant of good faith and fair dealing of the Members.

(d) In performing its, his or her duties, each of the Members, Directors and Officers shall be entitled to rely in good faith on the provisions of this Agreement and on information, opinions, reports or statements (including financial statements and information, opinions, reports

or statements as to the value or amount of the assets, liabilities, profits or losses of the Company and its Subsidiaries), of the following other Persons or groups: (i) (A) in relation to such Member, one or more officers or employees of such Member or by the Company or any of its Subsidiaries, or (B) in relation to an Officer or Director, one or more Officers or employees of the Company or its Subsidiaries, (ii) (A) in relation to such Member, any attorney, independent accountant, investment adviser or other Person employed or engaged by such Member or by the Company or any of its Subsidiaries, or (B) in relation to an Officer or Director, any attorney, independent accountant or other Person employed or engaged by the Company or any of its Subsidiaries, or (iii) any other Person who has been selected with reasonable care by or on behalf of such Member (in relation to a Member only) or by or on behalf of the Company or any of its Subsidiaries, in each case, as to matters which such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 18-406 of the Act.

5.09 **Limitation of Liability**. Except as otherwise required by applicable law or as expressly set forth in this Agreement, no Member shall have any personal liability whatsoever in such Member's capacity as a Member, whether to the Company, to any of the other Members, to the creditors of the Company or to any other Person for the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise (including those arising as a Member or an equityholder, an owner or a shareholder of another Person). Each Member shall be liable only to make such Member's Capital Contribution to the Company, if applicable, and the other payments provided for expressly herein, in each case, in accordance with the applicable terms of this Agreement and any Transaction Document (and, in the case of Honda, the Honda Purchase Agreement) to which it is a party.

5.10 **Authority**. Except as otherwise expressly set forth in this Agreement, no Member, in its capacity as a Member, shall have the power to act for or on behalf of, or to bind the Company.

5.11 **Sale of the Company; IPO**. Notwithstanding anything to the contrary in this Agreement, the prior written consent of the GM Investor (acting in its sole discretion and in its capacity as a Member) will be required prior to entering into or consummating any Sale of the Company or any IPO.

5.12 **Honda Minority Consent Right**. Without Honda's prior written consent, for so long as Honda owns the Honda Floor Amount, the Company shall not make any alteration or amendment or waiver to this Agreement that would have a material and disproportionate adverse effect on the terms of the Class E Common Shares; provided, that this Section 5.12 will not apply to any of the following: (i) the addition of Members to the Company or the issuance of Shares or other Equity Securities of the Company (whether of a new or an existing class), in each case, in accordance with the terms of this Agreement, and any amendment(s) to this Agreement in connection with implementing such issuance or addition of such Member(s) (including the updating of the Members Schedule in connection therewith) or the granting of any rights to one or more Members

in connection with such issuance in accordance with the terms of this Agreement, (ii) any amendment(s) to this Agreement in connection with the preparation for or consummation of an IPO that do not have a material and disproportionate effect on the terms of the Class E Common Shares (except as contemplated by Section 9.10) or (iii) to correct any typographical or similar ministerial errors. In determining whether an amendment has a material and disproportionate adverse effect on the terms of the Class E Common Shares, only the terms related thereto shall be considered, and any other relationship(s) the Class E Members may have with the Company, any of its Subsidiaries or the other Members shall not be considered and no characteristic of the Class E Members other than the terms of the Class E Common Shares shall be considered.

5.13 **Class F Minority Consent Right**. Without the prior written consent of a Majority of the Class F Preferred, the Company shall not make any alteration or amendment or waiver to this Agreement that would (a) have a material and disproportionate adverse effect on the terms of the Class F Preferred Shares, (b) alter the definitions of Class F Liquidation Preference Amount or Class F Preferred Capital Value, (c) alter the definitions of Deemed Liquidation Event, Sale of the Company or Drag-Along Sale Transaction in a manner that would adversely affect in any material respect the rights of the Class F Preferred Shares, or (d) result in the net proceeds or assets available for distribution upon a liquidation or Deemed Liquidation Event not being applied in accordance with Section 3.02 (as the same may be amended from time to time, pursuant to the terms and conditions hereof); provided, that this Section 5.13 will not apply to any of the following: (i) the addition of Members to the Company or the issuance of Shares or other Equity Securities of the Company (whether of a new or an existing class), in each case, in accordance with the terms of this Agreement, and any amendment(s) to this Agreement in connection with implementing such issuance or addition of such Member(s) (including the updating of the Members Schedule in connection therewith) or the granting of any rights to one or more Members in connection with such issuance in accordance with the terms of this Agreement, (ii) any amendment(s) to this Agreement in connection with the preparation for or consummation of an IPO that do not have a material and disproportionate effect on the terms of the Class F Preferred Shares (except as contemplated by Section 9.10) or (iii) to correct any typographical or similar ministerial errors. In determining whether an amendment has a material and disproportionate adverse effect on the terms of the Class F Preferred Shares, only the terms related thereto shall be considered, and any other relationship(s) the Class F Preferred Members may have with the Company, any of its Subsidiaries or the other Members shall not be considered and no characteristic of the Class F Preferred Members other than the terms of the Class F Preferred Shares shall be considered.

ARTICLE VI
MANAGEMENT

6.01 Management.

(a) Without prejudice to Section 5.12, to the fullest extent permitted by law, the business and affairs of the Company shall be managed by a board of directors (the "**Board of Directors**"), which shall direct, manage and control the business of the Company. Except as otherwise expressly set forth herein (or if required by a non-waivable provision of the Act), no Member shall have the right to manage the Company or to reject, override, overturn, veto or otherwise approve or pass judgement upon any action taken by the Board of Directors or an authorized Officer of the Company. Except as otherwise expressly set forth herein, the Board of Directors shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company and make any and all decisions and to take any and all actions which the Board of Directors deems necessary or desirable for that purpose.

(b) Each Director shall constitute a "manager" within the meaning of the Act. However, no individual Director, in his or her capacity as such, shall have the authority to bind the Company.

6.02 Number of Directors. At the date of this Agreement, the Board of Directors shall consist of seven (7) Directors. The Board of Directors may, from time to time following the date of this Agreement, determine the size of the Board of Directors; provided, however, that the size of the Board of Directors shall not be decreased to less than six (6) Directors.

6.03 Board Designation Rights and Composition; Proxies.

(a) (i) The Class A-2 Preferred Members shall, by vote of a Majority of the Class A-2 Preferred, have the exclusive right to designate, appoint, remove and replace all Directors (including any Director vacancies created by virtue of an increase in the size of the Board of Directors pursuant to Section 6.02) other than the SoftBank Director (if applicable) and the Common Director (the "**A-2 Preferred Directors**"); provided, that if there are no Class A-2 Preferred Shares outstanding, the A-2 Preferred Directors will be appointed by a Majority of the Class C Common, (ii) the Members holding Common Shares and Class F Preferred Shares shall, by vote of a Majority of the Common Shares, have the exclusive right to designate, appoint, remove and replace one (1) Director (the "**Common Director**"), and (iii) following the receipt of SoftBank CFIUS Approval and subject to Section 6.05, SoftBank shall have the exclusive right (exercisable by written notification to the Company and the GM Investor), for so long as SoftBank owns the SoftBank Floor Amount, to designate, appoint, remove and replace one (1) Director (the "**SoftBank Director**"). The initial A-2 Preferred Directors are such five (5) natural Persons as were notified in writing to the Company and SoftBank by GM and the initial Common Director is such one (1) natural Person as was notified in writing to the Company and SoftBank by GM. If at any time any Director ceases to serve on the Board of Directors (whether due to resignation, removal or otherwise), the Member(s) entitled to designate and appoint such Director pursuant to this Section 6.03 shall designate and appoint a replacement for such Director by written notice to the Board of Directors (it being further understood and agreed that the failure by any party to designate and appoint a

representative to fill a vacant Director position pursuant to this Section 6.03(a) shall not give rights to, or otherwise entitle, the Board of Directors or any other Member (other than the Member(s) entitled to designate and appoint such Director pursuant to this Section 6.03(a), including the penultimate sentence hereof) to fill such vacant position without the prior written consent of the Member(s) originally entitled to designate and appoint such Director pursuant to this Section 6.03(a)). Except as otherwise expressly stated herein, only the Member(s) entitled to designate and appoint a specific Director may remove such Director, at any time and from time to time, with or without cause (subject to applicable law), in such Member(s) sole discretion, and such Member(s) shall give written notice of such removal to the Board of Directors. Notwithstanding the foregoing, upon such time as SoftBank owns less than the SoftBank Floor Amount, the SoftBank Director shall be immediately and automatically removed, and the right of SoftBank to designate, appoint, remove and replace a Director shall be null and void and, for clarity, Class A-2 Preferred Members shall, by vote of a Majority of the Class A-2 Preferred (or a Majority of the Class C Common, if no Class A-2 Preferred Shares are outstanding), have the exclusive right to fill such vacant Director position (and, thereafter, designate, appoint, remove and replace such Director). Except as otherwise expressly stated herein, this Section 6.03 is the exclusive means by which Directors may be removed or replaced.

(b) The GM Investor may elect any one (1) of the Directors to be the Chairman of the Board of Directors (the "**Chairman**"). The Chairman, if any, may be removed from his or her position as Chairman at any time by the GM Investor. The Chairman, in his or her capacity as the Chairman, shall not have any of the rights or powers of an Officer. The Chairman shall preside at all meetings of the Board of Directors and at all meetings of the Members at which he or she shall be present. The Chairman may be the chief executive officer, or have another officer position, at GM (or any of its Affiliates) or the Company (or any of its Subsidiaries).

(c) To the extent permitted by law, each Member shall vote all voting securities of the Company over which such Member has voting control, and shall take all other necessary or desirable actions within such Member's control (whether in such Member's capacity as a Member, Director, member of a board committee or Officer of the Company or otherwise, and including attendance at meetings in person or by proxy for purposes of obtaining a quorum and execution of written consents in lieu of meetings), and the Company shall take all necessary and desirable actions within its control (including calling special Board of Directors or member meetings), so that the provisions of this Section 6.03 are promptly complied with and that the composition of the Board of Directors is consistent with the terms and conditions of this Section 6.03.

(d) Any A-2 Preferred Director or Common Director may authorize any other Director to act for such Director by proxy on any matter brought before the Board of Directors for a vote, which proxy may be granted orally or in writing by the applicable Director. Any such proxy shall be revocable at the pleasure of the Director granting it, provided that such right to revocation shall not invalidate or otherwise affect actions taken under such proxy prior to such revocation.

6.04 **Board Observer**. Following the receipt of SoftBank CFIUS Approval and subject to Section 6.05, SoftBank shall have the exclusive right, for so long as SoftBank owns the SoftBank Floor Amount, to designate one natural person to attend all meetings of the Board of Directors in a non-voting observer capacity (the "**SoftBank Board Observer**"). Following the receipt of Honda CFIUS Approval and subject to Section 6.05, Honda shall have the exclusive right, for so long as Honda owns the Honda Floor Amount, to designate one natural person to attend all meetings of the Board of Directors in a non-voting observer capacity (the "Honda **Board Observer**", and together with the SoftBank Board Observer, the "**Board Observers**"). The following terms and conditions will apply to the Board Observers:

(a) The Company shall deliver to (i) the SoftBank Board Observer copies of all reports, notices, minutes, consents, actions taken or proposed to be taken without a meeting and other materials in each case (and to the extent) that the Company provides the same to the SoftBank Director, each such delivery to be made concurrently with the delivery of such materials to the SoftBank Director and (ii) the Honda Board Observer copies of all reports, notices, minutes, consents, actions taken or proposed to be taken without a meeting and other materials in each case (and to the extent) that the Company provides the same to the Board of Directors, subject to the restrictions set forth in Section 6.14, each such delivery to be made concurrently with the delivery of such materials to the Board of Directors; provided, that failure to deliver any such notice or materials to any Board Observer shall not impair the validity of any action taken by the Board of Directors;

(b) the Board Observers shall be entitled to attend all meetings of the Board of Directors in person or by telephone, and the Company shall ensure that appropriate arrangements are made such that the Board Observers will be able to hear everyone during any meeting of the Board of Directors at which the Board Observers participate by telephone; provided, that (i) the SoftBank Board Observer may be excluded from access to any portion of any meeting to the same extent as the SoftBank Director (or, in the event the SoftBank Director is not appointed, as if the SoftBank Director were so appointed) would be so excluded (or recused) pursuant to the terms hereof and (ii) the Honda Board Observer may be excluded from access to any portion of any meeting to the extent that matters with respect to which Honda Competitively Sensitive Information is shared, presented or discussed;

(c) the Board Observers shall be observers only, shall not be actual members of the Board of Directors and shall not have any of the rights, duties or obligations of a Director (including that the Board Observers shall not have the right to vote on any matter that may come before the Board of Directors). The Board Observers shall not count towards any quorum;

(d) subject to Section 6.04(f), SoftBank has the right to remove and replace or substitute the SoftBank Board Observer from time to time by providing written notice to the Company;

(e) subject to Section 6.04(g), Honda has the right to remove and replace or substitute the Honda Board Observer from time to time by providing written notice to the Company;

(f) upon such time as SoftBank owns less than the SoftBank Floor Amount, the SoftBank Board Observer shall be automatically removed and shall cease to have any of the rights contemplated by this Section 6.04, and the right of SoftBank to designate, appoint, remove and replace the SoftBank Board Observer shall be null and void;

(g) upon such time as Honda owns less than the Honda Floor Amount, the Honda Board Observer shall be automatically removed and shall cease to have any of the rights contemplated by this Section 6.04, and the right of Honda to designate, appoint, remove and replace the Honda Board Observer shall be null and void; and

(h) prior to appointment, the Board Observers will each enter into a confidentiality agreement with the Company, on terms mutually acceptable to the Board of Directors and the Board Observers.

6.05 **Director Appointee Screening**. Unless otherwise agreed in writing by SoftBank and the GM Investor in the case of the SoftBank Director and SoftBank Board Observer, or Honda and the GM Investor in the case of the Honda Board Observer, each Person selected pursuant to Section 6.03(a) from time to time to serve as the SoftBank Director or a Board Observer (a) (i) in the case of the Softbank Director or Softbank Board Observer must be a U.S. citizen and (ii) in the case of the Honda Board Observer must be a U.S. or Japanese citizen; (b) (i) in the case of the SoftBank Director or SoftBank Board Observer, must not be (A) an employee, director (or board observer), manager, officer or consultant of any SoftBank Restricted Person or (B) a Person who has direct or indirect control, influence or management oversight of Persons who are employees, directors (or board observer), managers, officers or consultants of a SoftBank Restricted Person and (ii) in the case of the Honda Board Observer, must not be (A) an employee of or a consultant of Honda R&D Co., Ltd. ("**Honda R&D Co**") or any successor thereof or (B) have direct or indirect control, influence or management oversight of employees, directors, managers, officers or consultants of Honda R&D Co or any successor thereof; (c) in the case of the SoftBank Director or SoftBank Board Observer, must not be a member of any investment committee (or similar body) of any Person whose other members include one or more Persons that are described in subsection (b)(i); (d) must not (i) be a "bad actor" as defined in Rule 506(d)(1) of the Securities Act or (ii) have been convicted of a felony (excluding driving under the influence) or any crime involving moral turpitude; and (e) shall be subject to the prior written approval of the Majority of the Class A-2 Preferred. If any nominee for the position of SoftBank Director or either of the Board Observers is rejected by the Majority of the Class A-2 Preferred, such Person shall not be nominated or appointed as a Director or either Board Observer, as applicable. If, at any time following the appointment of any SoftBank Director or any Board Observer, the Majority of the Class A-2 Preferred believes that such SoftBank Director or Board Observer no longer satisfies the applicable criteria described in clauses (a) through (d) above, the Majority of the Class A-2 Preferred may

deliver written notice thereof to the Majority of the Class A-1 Preferred in the case of the SoftBank Director or SoftBank Board Observer or Honda, in the case of the Honda Board Observer and the Board of Directors in any case. If, following reasonable consultation with SoftBank or Honda, as applicable, the Board of Directors determines that such criteria are not met, such SoftBank Director or Board Observer (as applicable) will be deemed automatically removed, without recourse, as a Director or Board Observer (as applicable) and SoftBank or Honda, as applicable, shall have the right to fill the resulting vacancy as contemplated by Section 6.03 and Section 6.04 but subject to this Section 6.05. If no Class A-2 Preferred Shares are outstanding, references in this Section 6.05 to a Majority of the Class A-2 Preferred will be deemed to be to a Majority of the Class C Common.

6.06 **Tenure of Directors**. Each Director shall hold office until the earliest of such Person's death, resignation, removal or replacement (or, in the case of the SoftBank Director, such time as SoftBank owns less than the SoftBank Floor Amount).

6.07 **Committees**. The Board of Directors may establish one or more committees, each committee to consist of one or more of the Directors. Each Director serving on any such committee shall have one (1) vote. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the power and authority of the Board of Directors. The vote of a Majority of a Committee is required for any action or decision of a committee requiring the consent or approval of such committee, unless determined by the Board of Directors or the applicable committee (by vote of a Majority of a Committee). The procedures governing the meetings and actions of any committee shall be the same as those governing the Board of Directors pursuant to this Article VI (including quorum, voting, notice and other similar requirements), unless otherwise determined by the Board of Directors or the applicable committee (by a vote of a Majority of a Committee).

6.08 **Director Compensation**. No Director shall be entitled to compensation for acting as a Director. However, the Company shall reimburse each Director for all reasonable out-of-pocket expenses which such Director shall incur in connection with the performance of such Person's duties as a Director. Notwithstanding the foregoing, nothing contained in this Agreement shall be construed to preclude any Director from serving the Company or any of its Subsidiaries in any other capacity and receiving compensation for such service.

6.09 **Director Resignation**. Any Director may resign at any time by giving written notice to the Board of Directors and the secretary of the Company. The resignation of any Director shall take effect upon receipt of notice thereof or at such later time as shall be specified in such notice and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6.10 **Vacancies**. When any Director shall resign or otherwise cease to serve as Director, such vacancy shall be filled in accordance with Section 6.03. Unless otherwise provided by the Member(s) entitled to designate such replacement Director, the replacement shall take effect when such resignation or cessation shall become effective. No vacancy on the Board of Directors shall

prevent the operation and functioning of the Board of Directors subject to the terms and conditions hereof.

6.11 Meetings. The Board of Directors shall meet at such times and at such places (either within or outside of the State of Delaware) as determined in accordance with this Section 6.11. Minutes of any formal meeting of the Board of Directors shall be kept and placed in the Company's records. Notwithstanding anything to the contrary in this Agreement, any action which may be taken at a meeting of the Board of Directors may be taken without a meeting if written consent(s) setting forth the action so taken shall be signed by a Majority of the Board, such written consent(s) to be provided as promptly as reasonably practicable by the Company to the SoftBank Board Observer (only in the event that the SoftBank Director is not serving on the Board of Directors) and the Honda Board Observer. Meetings of the Board of Directors shall be held on the call of the Chairman, the Board of Directors or at the request of either the Majority of the Class A-2 Preferred or a Majority of the Class C Common upon at least three (3) Business Days written notice to the Directors and the SoftBank Board Observer (only in the event that the SoftBank Director is not serving on the Board of Directors) and the Honda Board Observer (or upon such shorter notice as may be approved by all of the Directors) and such notice shall include the place, day and hour of such meeting, it being acknowledged and agreed that whether such meeting is to be held by telephone communications or video conference shall be determined by the Chairman; provided, that the Board of Directors shall meet (whether in person or by any other means contemplated by Section 6.12) no less frequently than four (4) times per Fiscal Year (or less frequently as may be approved by all of the Directors). Meetings of the Directors or any committee designated by the Directors may be held without notice at any time that all Directors are present in person (each such meeting, an "Emergency Meeting"), and presence of any Director at a meeting constitutes waiver of notice of such meeting except as otherwise provided by law. Any resolutions passed at an Emergency Meeting shall be provided as promptly as reasonably practicable by the Company to the SoftBank Board Observer (only in the event that the SoftBank Director is not serving on the Board of Directors) and the Honda Board Observer.

6.12 Meetings by Telephone. Directors may participate in a meeting of the Board of Directors or a committee thereof by means of conference telephone, videoconference or similar communications equipment by which all Persons participating in the meeting can hear each other at the same time. Such participation shall constitute presence in person at the meeting.

6.13 Quorum; Actions of Board of Directors; SoftBank Minority Consent Rights. A quorum at all meetings of the Directors shall consist of members of the Board of Directors constituting a Majority of the Board (present in person or by proxy), but a smaller number may adjourn any such meeting from time to time without further notice until a quorum is secured. The quorum for the holding of a meeting of a committee of the Board of Directors shall be a Majority of a Committee of such committee. Each Director shall have one (1) vote on all matters submitted to the Board of Directors (whether the consideration of such matter is taken at a meeting, by written consent or otherwise). The vote of (or written consent signed by) a Majority of the Board shall be

required for any action, decision or approval by the Board of Directors; provided, that for so long as SoftBank owns the SoftBank Floor Amount, the Company shall not, and shall not permit any Subsidiary of the Company to, take any of the following actions without the approval of a Majority of the Board which majority shall include the vote in favor of the SoftBank Director, or by written consent signed by the Majority of the Board which shall also include the signature of the SoftBank Director:

(a) make any alteration or amendment or waiver to this Agreement or the organizational documents of any Subsidiary of the Company in a manner that is adverse to rights of the Class A-1 Preferred Shares; provided, that this Section 6.13(a) will not apply to any of the following: (i) the addition of Members to the Company or the issuance of Shares or other Equity Securities of the Company (whether of a new or an existing class), in each case, in accordance with the terms of this Agreement, and any amendment(s) to this Agreement in connection with implementing such issuance or addition of such Member(s) (including the updating of the Members Schedule in connection therewith) or the granting of any rights to one or more Members in connection with such issuance in accordance with the terms of this Agreement, (ii) any amendment(s) to this Agreement in connection with the preparation for or consummation of an IPO that do not adversely affect the Class A-1 Preferred Shares in a manner which is disproportionate to the other Shares (except as contemplated by Section 9.10) or (iii) to correct any typographical or similar ministerial errors. In determining whether an amendment adversely affects the rights of the Class A-1 Preferred Shares, only the rights related thereto shall be considered, and any other relationship(s) the Class A-1 Preferred Members may have with the Company, any of its Subsidiaries or the other Members shall not be considered and no characteristic of the Class A-1 Preferred Members other than the rights relating to the Class A-1 Preferred Shares shall be considered;

(b) without prejudice to Sections 5.08(b)(i)(B), 5.08(b)(i)(C) and 5.08(b)(ii), enter into any transaction, arrangement or agreement between the Company or any of its Subsidiaries, on the one hand, and GM or any of its Affiliates on the other hand, except in each case for any such transaction, arrangement or agreement, (i) on terms, as determined by the Board of Directors acting in good faith, that are no less favorable, in all material respects, than those the Company would agree to with any Person who is not GM or any of its Affiliates; provided, that for any such transaction, arrangement or agreement, the Board of Directors may (but shall not be obligated to) obtain (A) an opinion of an independent auditor or independent outside counsel that the requirements of subsection (i) have been satisfied or (B) approval of a majority of the Independent Directors (to the extent any are appointed), and such opinion or approval shall be conclusive evidence that the requirements of subsection (i) have been satisfied and shall be binding on the Members (it being understood that failure to obtain such opinion or approval shall not, in and of itself, be evidence that the requirements of subsection (i) have not been satisfied); (ii) contemplated by the Transaction Documents or the Commercial Agreements (as the same may be amended from time to time in accordance with the provisions thereof), or which is otherwise on terms consistent with the Commercial Agreements; or (iii) providing for the issuance of Equity Securities pursuant to Section 2.06;

(c) issue any Equity Securities that have rights, preferences or privileges with respect to Distributions, (i) senior to the rights of the Class A-1 Preferred Shares in Sections 3.01(b)(i) or 3.02(a)(i) or (ii) at any time prior to the first (1st) anniversary of Commercial Deployment, *pari passu* with the rights of the Class A-1 Preferred Shares in Sections 3.01(b)(i) or 3.02(a)(i) (the "**Par Securities**"); provided, that this subsection (ii) will not apply to (A) the Class F Preferred Shares issued to the Class F Preferred Members pursuant to the Class F Purchase Agreement and (B) the first $1,000,000,000 of new Par Securities issued in addition to the Class F Preferred Shares (with such amount being calculated based on the consideration paid by the recipient(s) of such Par Securities); or

(d) consummate an IPO, prior to June 28, 2021, pursuant to which Class A-1 Preferred Members would receive Low-Vote IPO Shares that, at the time of the IPO, had (i) with respect to Class A-1-A Preferred Shares a per share market value less than the Class A-1-A Liquidation Preference Amount or (ii) with respect to Class A-1-B Preferred Shares a per share market value less than the Class A-1-B Liquidation Preference Amount (such aggregate shortfall for each Class A-1 Preferred Member, the " **IPO Shortfall**"); provided, that this Section 6.13(d) will not apply if:

(i) the Board of Directors, at or prior to the consummation of such an IPO (other than an IPO with no primary issuance or that constitutes a spin-off), causes the Company to make an irrevocable written commitment to each Class A-1 Preferred Member pursuant to which the Company will provide to such Class A-1 Preferred Member additional Low-Vote IPO Shares and/or cash equal to the aggregate IPO Shortfall that would be suffered by such Class A-1 Preferred Member; or

(ii) in the case of such an IPO with no primary issuance or that constitutes a spin-off, at or prior to the consummation of such IPO the IPO'd entity enters into a binding agreement providing that, if based on the thirty (30)-day variable weighted average share price of the IPO'd entity immediately following such IPO there exists an IPO Shortfall, such entity will issue to the former Class A-1 Preferred Members additional Low-Vote IPO Shares and/or cash equal to the aggregate IPO Shortfall.

Notwithstanding anything to the contrary in this Agreement, if at any time the SoftBank Director has not been appointed to the Board of Directors or there is otherwise a vacancy with respect to the SoftBank Director and, in each case, SoftBank continues to own the SoftBank Floor Amount, none of the foregoing actions in this Section 6.13 shall be taken without the approval of the Majority of the Class A-1 Preferred. For clarity, if the rights in this Section 6.13(a) through (d) are amended or cease to apply pursuant to Sections 2.02(c)(ii) or 2.02(d), such rights will also be amended or cease to apply (as applicable) with respect to the Majority of the Class A-1 Preferred (to the extent rights were granted pursuant to the prior sentence).

6.14 Competitively Sensitive Information.

(a) Notwithstanding anything to the contrary in this Agreement (and subject further, and without prejudice, to Section 8.03), in the event that any written or oral materials that contain SoftBank Competitively Sensitive Information will be shared with or presented to the Board of Directors, the Company shall withhold any such materials such that the SoftBank Competitively Sensitive Information is only shared or discussed with, or presented for review only to, the A-2 Preferred Directors and the Common Director (and decisions relating thereto), and each other Director (and the SoftBank Board Observer) shall recuse himself or herself from the portion(s) of the meeting at which any such matters are shared, presented or discussed; provided, that the Company will (a) only redact that portion of any written materials which constitutes SoftBank Competitively Sensitive Information, provide the redacted document to the recused Directors and permit the recused Directors to participate in such portion of any meeting or discussion that relates solely to the unredacted sections of such materials, and (b) inform each Director that SoftBank Competitively Sensitive Information will be shared with or presented to the Board of Directors at least one (1) Business Day in advance of such materials being shared or presented

(b) Notwithstanding anything to the contrary in this Agreement (and subject further, and without prejudice, to Section 8.03), in the event that any written or oral materials that contain Honda Competitively Sensitive Information will be shared with or presented to the Board of Directors, the Company shall withhold any such materials such that the Honda Competitively Sensitive Information is only shared or discussed with, or presented for review only to, the Directors (and decisions relating thereto) (provided, that, this Section 6.14(b) is without prejudice to Section 6.14(a)), and the Honda Board Observer shall recuse himself or herself from the portion(s) of the meeting at which any such matters are shared, presented or discussed; provided, that the Company will (a) only redact that portion of any written materials which constitutes Honda Competitively Sensitive Information, provide the redacted document to the recused Honda Board Observer and permit the recused Honda Board Observer to participate in such portion of any meeting or discussion that relates solely to the unredacted sections of such materials, and (b) inform each Director and the Honda Board Observer that Honda Competitively Sensitive Information will be shared with or presented to the Board of Directors at least one (1) Business Day in advance of such materials being shared or presented.

6.15 Officers. The Board of Directors may from time to time appoint individuals as officers of the Company ("**Officers**"). The Officers of the Company shall have such titles, duties, authority and compensation (if any) as shall be fixed by the Board of Directors from time to time. Any Officer may be removed, with or without cause, at any time by the Board of Directors.

ARTICLE VII
EXCULPATION AND INDEMNIFICATION

7.01 Exculpation. No Officer shall be liable to any other Officer, the Company or any Member for any loss suffered by the Company or any Member; provided, that subject to the other limitations contained in this Agreement, this sentence shall not apply with respect to losses caused

by such Person's fraud, gross negligence, intentional misconduct or intentional breach of this Agreement or breach of any duty owed to the Company or to any other Member. Without limiting the foregoing, the Officers shall not be liable for any acts or omissions that do not constitute fraud, gross negligence, intentional misconduct or intentional breach of this Agreement or breach of any duty owed to the Company or to any other Member. No Director shall be liable to any other Director, the Company or any Member for any loss suffered by the Company or any Member to the maximum extent permitted pursuant to the DGCL (as the same exists or may hereafter be amended (but in the case of any amendment, only to the extent such amendment permits the Company to provide broader exculpation than the Company was permitted to provide prior to such amendment)) with respect to directors of corporations (assuming such corporation had in its certificate of incorporation a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the DGCL).

7.02 Indemnification.

(a) Subject to the limitations and conditions as provided in this Article VII, each Covered Person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, claim, dispute, litigation, complaint, charge, claim, grievance, hearing, audit, arbitration, or mediation, whether civil, criminal, administrative or arbitrative, at law or at equity, or any appeal therefrom, or any inquiry, or investigation that could lead to any of the foregoing (each of the foregoing, a "**Proceeding**"), by reason of the fact that he, she or it, or a Person of whom he or she is the legal representative, is or was a Member (in the case of a Member for all purposes of this Section 7.02, solely by reason of such Member's status as a Member and not with respect to any actions taken, or the failure to take an action, by such Person as a Member) or other Covered Person, shall be indemnified by the Company to the fullest extent permitted by the Act or, in the case of Directors, to the fullest extent permitted by the DGCL for a director of a Delaware corporation (assuming such corporation had in its certificate of incorporation a provision eliminating the liabilities of directors and officers to the maximum extent permitted by Section 102(b)(7) of the DGCL), as (in the case of each of the DGCL and the Act) the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Company to provide broader indemnification rights than said law permitted the Company to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including attorneys' fees) or any other amounts incurred by such Person in connection with such Proceeding, and indemnification under this Article VII shall continue as to a Covered Person who has ceased to serve in the capacity which initially entitled such Person to indemnity hereunder; provided, that except to the extent a Person is entitled to or receives exculpation pursuant to Section 7.01 or as expressly provided for in any Commercial Agreement or Transaction Document, no Covered Person shall be indemnified for any judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements or reasonable expenses (including attorneys' fees) actually incurred by such Covered Person that are attributable to: (i) Proceedings initiated by such Covered Person or Proceedings by such Covered Person against

the Company, (ii) economic losses or tax obligations incurred by a Covered Person as a result of owning Shares or (iii) Proceedings initiated by the Company or any of its Subsidiaries against any such Covered Person, including Proceedings to enforce any rights against such Covered Person under any employment, consulting, services or other agreement between such Person, on the one hand, under the Transaction Documents, Share Grant Agreement, the Honda Commercial Agreements, the Honda Purchase Agreement or the Class F Purchase Agreement.

(b) Expenses (including attorneys' fees) incurred by a Covered Person in defending any civil, criminal, administrative or investigative action, suit or proceeding with respect to a Designated Matter shall be paid by the Company in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount to the extent it shall ultimately be determined that such Covered Person is not entitled to indemnity under this Section 7.02.

(c) Recourse by a Covered Person for indemnity under this Section 7.02 shall be only against the Company as an entity and no Member shall by reason of being a Member be liable for the Company's obligations under this Section 7.02 or otherwise be required to make additional Capital Contributions to help satisfy such indemnity obligations of the Company.

(d) The Company may enter into a separate agreement to indemnify any Covered Person as to any matter (whether or not a Designated Matter) to the extent such agreement is approved by the Board of Directors. Any such separate agreement shall be in addition to (and not in limitation of) the rights set forth in this Section 7.02 or elsewhere in this Agreement and shall not, unless expressly set forth in such separate agreement, be subject to any limitations or conditions set forth in this Section 7.02 or elsewhere in this Agreement.

(e) The indemnification and advancement of expenses provided by, or granted pursuant to, the other provisions of this Section 7.02 shall not be deemed to be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement, both as to action in his, her or its official capacity and as to action in another capacity while holding such position or related to the Company, and shall continue as to any Person who has ceased to be a Covered Person (or successor or assignee of a Covered Person) and shall inure to the benefit of the heirs, representatives, successors and assigns of such Covered Person.

(f) The Company may purchase and maintain insurance for the benefit of any Covered Person with respect to any Designated Matter, whether or not the Company must or could indemnify such Covered Person under this Section 7.02.

(g) This Article VII shall inure to the benefit of the Covered Persons and their heirs, representatives, successors and assigns, and it is the express intention of the parties hereto that the provisions of this Article VII for the indemnification and exculpation of the Covered Persons may be relied upon by such Covered Persons and may be enforced by such Covered Person against

the Company pursuant to this Agreement or to a separate indemnification agreement, as if such Covered Persons were parties hereto.

7.03 **No Personal Liability**. No individual who is a Director or an Officer, or any combination of the foregoing, shall be personally liable under any judgment of a court, or in any other manner, for any debt, obligation or liability of the Company, whether that liability or obligation arises in contract, tort or otherwise solely by reason of being a Director or an Officer or any combination of the foregoing.

ARTICLE VIII
BOOKS AND RECORDS; INFORMATION; RELATED MATTERS; COMPLIANCE

8.01 **Generally**. The Company shall (and shall cause it Subsidiaries to) maintain books and records of account in which full and correct entries shall be made of all of their business transactions pursuant to a system of accounting established and administered in accordance with GAAP. The Company shall (and shall cause its Subsidiaries to) implement financial controls reasonably designed to provide adequate assurance that payments will be made by or on behalf of the Company and its Subsidiaries only in accordance with the instructions of the Board of Directors or, as applicable, management to whom the Board of Directors has delegated such authority.

8.02 **Delivery of Financial Information**.

(a) The Company shall deliver to (i) (A) SoftBank, for so long as SoftBank owns the SoftBank Floor Amount and (B) Honda, for so long as Honda owns the Honda Floor Amount, and (C) to each New Class F Preferred Member, for so long as such Member owns the Class F Floor Amount, and, in each case of clauses (A),(B) and (C), subject to Section 8.03, and (ii) the GM Investor:

(i) as soon as practicable, but in any event within one hundred twenty (120) days (or, with respect to the Fiscal Year ending December 31, 2018, one hundred fifty (150) days), following the end of each Fiscal Year beginning with the Fiscal Year ending December 31, 2018, audited annual financial statements (including balance sheet, income statement, statement of cash flow and statement of members' equity) and accompanying notes of the Company and its Subsidiaries (on a consolidated basis), prepared in accordance with GAAP (except as may be indicated in the notes thereto);

(ii) as soon as practicable, but in any event within forty-five (45) days, following the end of each of the first three fiscal quarters of each Fiscal Year of the Company beginning with the fiscal quarter ending September 30, 2018, unaudited financial statements (including balance sheet, income statement, statement of cash flow and statement of members' equity) of the Company and its Subsidiaries (on a consolidated basis), prepared in accordance with GAAP (except as may be indicated in the notes thereto and subject to the absence of footnote disclosures, normal year-end adjustments and such other departures from GAAP as the Board of

Directors may authorize); provided, that quarterly information provided before delivery of the first annual audited financial statements is subject to revision as part of the implementation of standalone financial reporting capabilities;

(iii) as soon as practicable, but in any event within thirty (30) days after the end of each month, unaudited trial balances of the Company and its Subsidiaries (on a consolidated basis); provided, that such management accounts will only be required to be delivered to the extent they are otherwise prepared by management of the Company in the ordinary course of business (and in such case shall only be required to be in such form as so otherwise prepared) and, for the avoidance of doubt, any monthly financial information may not include all adjustments necessary to reflect the Company and its Subsidiaries (on a consolidated basis) on a standalone basis in accordance with GAAP and any monthly information provided before the delivery of the first annual audited financial statements is subject to revision as part of the implementation of standalone financial reporting capabilities;

(iv) as soon as practicable, but in any event within thirty (30) days after the end of each fiscal quarter of each Fiscal Year of the Company, the Members Schedule; and

(v) as soon as reasonably practicable following the end of each Fiscal Year beginning with the Fiscal Year ending December 31, 2018, a budget and business plan for the Company for the then current Fiscal Year. Such budget and business plan will be the same as was shared with the Board of Directors and will include a level of detail reasonably customary for entities of a size and nature similar to the Company. For clarity, this Section 8.02(a)(v) will be subject to Section 8.06.

8.03 Technical Information. Except to the extent required pursuant to the Honda Commercial Agreements, but notwithstanding anything else to the contrary in this Agreement, the Company will not provide (and nothing in this Article VIII or otherwise in this Agreement will require the Company or any of its Directors or employees to provide) any Technical Information to any Class A-1 Preferred Member, Class D Member, Class E Member, Class F Preferred Members, the SoftBank Director or either of the Board Observers.

8.04 Applicable ABAC/AML/Trade Laws.

(a) The Company covenants and agrees that the Company, any Subsidiaries it establishes and any Associated Person of either the Company or any of its Subsidiaries shall comply with all Applicable ABAC Laws, Applicable AML Laws and Applicable Trade Laws.

(b) The Company covenants and agrees that the Company, any Subsidiaries it establishes and any Associated Person of either the Company or any of its Subsidiaries shall not use any funds received from GM, SoftBank, Honda or any Class F New Member in violation of Applicable Trade Laws, including, directly or indirectly, for the benefit of any Blocked Person.

(c) If it has not already done so, the Company shall adopt and implement within forty-five (45) days of executing this Agreement policies and procedures designed to prevent the Company and its Affiliates as well as any Associated Person of either the Company or any of its Affiliates from engaging in any activity, practice or conduct that would violate any of the Applicable ABAC Laws, Applicable AML Laws or Applicable Trade Laws. Such policy and procedures shall be consistent with the guidance that has been provided by government authorities in the United Kingdom and United States of America having authority to administer and prosecute violations of such laws and regulations.

(d) The Company shall confirm in writing to SoftBank upon written request (which such request shall be made no more frequently than once each fiscal year) that it and any Subsidiaries it establishes have complied with the undertakings in this Section 8.04.

(e) If the Company or any Subsidiaries it establishes has knowledge or reasonable cause to believe after reasonable investigation that the Company, any of its Subsidiaries or any Associated Person of the Company or any of its Subsidiaries has materially violated any of the Applicable ABAC Laws, Applicable AML Laws and/or Applicable Trade Laws, it shall notify SoftBank promptly in writing of its suspicion or belief and keep SoftBank apprised of material developments concerning such violation; provided further, for the avoidance of doubt, that neither the Company nor any of the Company's Subsidiaries shall be obligated to waive their attorney-client privilege to satisfy the foregoing obligation.

8.05 **Notice to Honda of an OEM Investment**. The Company shall provide the Class E Member with written notice of an OEM Investment through the Honda Board Observer prior to the execution of the definitive agreement with respect to the consummation of such OEM Investment.

8.06 **Material Non-Public Information**. Notwithstanding anything to the contrary herein, (a) the Company will not provide any Class F New Member with any Material Non-Public Information, and (b) the Company shall not be deemed to be in breach of any obligation under this Agreement as a result of withholding Material Non-Public Information or failing to comply with any of its covenants or obligations herein as a result of the failure to provide Material Non-Public Information (including its obligations to provide a Company's Notice of Intention to Sell, or any other notice, pursuant to Section 2.07).

ARTICLE IX
TRANSFERS OF COMPANY INTERESTS; ADMISSION OF NEW MEMBERS; GM CALL

9.01 Limitations on Transfer.

(a)

(i) Prior to the SoftBank Trigger Date, (A) no Class A-1 Preferred Shares, Class D Common Shares or any other Equity Securities held by SoftBank or any of its Affiliates (other than any Class F Preferred Shares held by SoftBank or any of its Affiliates) and (B) no Class B Common Shares, may be Transferred or offered to be Transferred without the prior written approval of each of the GM Investor and the Board of Directors and any such Transfer or offer to Transfer such Shares, other Equity Securities or interests therein or rights relating thereto shall be null and void *ab initio* and of no effect whatsoever.

(ii) Prior to the Honda Trigger Date, no Class E Common Shares or any other Equity Securities held by Honda or any of its Affiliates (except any Class F Preferred Shares held by Honda or any of its Affiliates), may be Transferred or offered to be Transferred without the prior written approval of each of the GM Investor and the Board of Directors and any such Transfer or offer to Transfer such Shares, other Equity Securities or interests therein or rights relating thereto shall be null and void *ab initio* and of no effect whatsoever.

(iii) Prior to the Class F Trigger Date, no Class F Preferred Shares or any other Equity Securities held by Class F New Members or any of their respective Affiliates, and no Class F Preferred Shares held by Honda, SoftBank or any of their respective Affiliates, may be Transferred or offered to be Transferred without the prior approval of each of the GM Investor and the Board of Directors and any such Transfer or offer to Transfer such Shares, other Equity Securities or interests therein or rights relating thereto shall be null and void *ab initio* and of no effect whatsoever.

(iv) Sections 9.01(a)(i), 9.01(a)(ii) and 9.01(a)(iii) (A) will not apply to any Transfer pursuant to Sections 2.02(c), 2.10, 9.02, 9.07, 9.08, 9.09, 9.10 or 9.12 (such Transfer, an "**Excluded Transfer**") and (B) will cease to apply upon consummation of an IPO. For clarity, except as set forth in Section 9.01(b) (and notwithstanding Sections 9.01(a)(iii) and 9.01(a)(v)), no Class A-2 Preferred Member, Class C Member or the GM Investor or its Affiliates with respect to its or their respective Class F Preferred Shares is subject to any restrictions on Transfer of its Class A-2 Preferred Shares, Class C Common Shares or Class F Preferred Shares.

(v) From and after the SoftBank Trigger Date, the limitations on Transfer set forth in Sections 9.01(a)(i) will cease to apply; provided, that following the SoftBank Trigger Date and prior to the consummation of an IPO no Transfer of Class A-1 Preferred Shares, Class D Common Shares, or any other Equity Securities held by SoftBank or any of its Affiliates (other than any Class F Preferred Shares held by SoftBank or any of its Affiliates) will be permitted unless the holder of such Shares shall have first complied with the provisions of Section 9.01(a)(vi). From and after the Honda Trigger Date, the limitations on Transfer set forth in Section 9.01(a)(ii) will cease to apply; provided, that following the Honda Trigger Date, and prior to the consummation of

an IPO no Transfer of Class E Common Shares or any other Equity Securities (other than Class F Preferred Shares) held by Honda or any of its Affiliates will be permitted unless the holder of such Shares shall have first complied with the provisions of Section 9.01(a)(vi). From and after the Class F Trigger Date, the limitations on Transfer set forth in Section 9.01(a)(iii) will cease to apply; provided, that following the Class F Trigger Date, and prior to the consummation of an IPO no Transfer of Class F Preferred Shares or any other Equity Securities held by a Class F New Member, or any Class F Preferred Shares held by SoftBank, Honda or any of their respective Affiliates, will be permitted unless the holder of such Shares shall have first complied with the provisions of Section 9.01(a)(vi). Notwithstanding anything to the contrary in this Agreement (including the expiration of the limitations on Transfer set forth in Sections 9.01(a)(i), 9.01(a)(ii) and 9.01(a)(iii) from and after the SoftBank Trigger Date, the Honda Trigger Date or the Class F Trigger Date, as applicable, but prior to the consummation of the IPO), at no time may (a) Class A-1 Preferred Shares, Class D Common Shares or any other Equity Securities held by SoftBank or any of its Affiliates (other than any Class F Preferred Shares held by SoftBank or any of its Affiliates), be Transferred to a SoftBank Restricted Person without the prior written approval of each of the GM Investor and the Board of Directors, (b) Class E Common Shares or any other Equity Securities (including Class F Preferred Shares) held by Honda or any of its Affiliates, be Transferred to a Honda Restricted Person without the prior written approval of each of the GM Investor and the Board of Directors or (c) Class F Preferred Shares or any other Equity Securities held by a Class F New Member, or any Class F Preferred Shares held by SoftBank or any of its Affiliates, be Transferred to a Class F Preferred Member Restricted Person without the prior written approval of each of the GM Investor and the Board of Directors.

(vi) At least fifteen (15) days (or such shorter period as may be consented to by the Board of Directors) prior to entering into any definitive agreement (a "**Binding Transaction Agreement**") providing for, or entered into in connection with, a proposed Transfer (other than an Excluded Transfer) of (A) Class A-1 Preferred Shares, Class D Common Shares or any other Equity Securities held by SoftBank or any of its Affiliates (other than any Class F Preferred Shares held by SoftBank or any of its Affiliates), in each case from and after the SoftBank Trigger Date, (B) Class E Common Shares or any other Equity Securities (other than Class F Preferred Shares) held by Honda or any of their Affiliates from and after the Honda Trigger Date, or (C) Class F Preferred Shares or any other Equity Securities held by Class F New Members or their Affiliates or Class F Preferred Shares held by SoftBank, Honda or their respective Affiliates, in each case from and after the Class F Trigger Date, such Member proposing to make such a Transfer (the "**Transferor**") shall deliver a written notice (the "**ROFR Notice**") to the Board of Directors and the GM Investor, specifying in reasonable detail the identity of the prospective transferee(s), the number and class of Shares or other Equity Securities proposed to be Transferred (the "**ROFR Offered Shares**") and the price and other terms and conditions of the proposed Transfer. No Transferor shall enter into a Binding Transaction Agreement or consummate such proposed Transfer before the GM ROFR Date (or such shorter period as consented to by the Board of Directors). Following receipt of the ROFR Notice, the GM Investor may elect to purchase all (but not less than all) of the ROFR Offered Shares at the price set forth in the ROFR Notice and otherwise on Equivalent Terms, by delivering (or one

of its Affiliates delivering) written notice (a "**GM ROFR Notice**") of such election to the relevant Transferor(s) within ten (10) days after delivery of the ROFR Notice (such 10th day, the "**GM ROFR Date**"). If the GM Investor (or one of its Affiliates) does not deliver a GM ROFR Notice electing to purchase all of the ROFR Offered Shares at the price set forth in the ROFR Notice and otherwise on Equivalent Terms on or prior to the GM ROFR Date, then the applicable Transferor(s) may sell all, but not less than all, of the ROFR Offered Shares to the Person identified in the ROFR Notice for a per Share amount equal to or greater than, and on other terms no less favorable to Transferor than, the price and other terms set forth in the ROFR Notice, in each case within one hundred twenty (120) days following the GM ROFR Date. Any ROFR Offered Shares not Transferred within such one hundred twenty (120)-day period shall again be subject to the provisions of this Section 9.01(a)(vi) prior to any subsequent Transfer. If the GM Investor has elected to purchase the ROFR Offered Shares in accordance with this Section 9.01(a)(vi), then such purchase shall be consummated as soon as practicable after the delivery of the GM ROFR Notice to the Transferor(s), but in any event within one hundred twenty (120) days after the delivery of such GM ROFR Notice. If the consideration proposed to be paid for the ROFR Offered Shares in the ROFR Notice is in property, services or other non-cash consideration, then the fair market value of such non-cash consideration shall be equal to the Fair Market Value thereof. The GM Investor shall pay the cash equivalent of such Fair Market Value of any such property, services or other non-cash consideration proposed to be paid in the ROFR Notice.

(b) Notwithstanding any other provision in this Agreement to the contrary, no Transfer of Shares may be made unless, in the opinion of counsel for the Company, satisfactory in form and substance to the Board of Directors (which opinion requirement, or one or more components thereof, may be waived, in whole or in part by the Board of Directors), such Transfer would not result in (i) a violation of any applicable United States federal or state securities laws, (ii) unless waived by the Board of Directors, the Company being required to register as an investment company under the Investment Company Act of 1940 or any other federal or state securities laws or (iii) other than pursuant to Section 9.10, the Company being required to register under Section 12(g) of the Securities Exchange Act of 1934. As a condition to the Company recognizing the effectiveness of any Transfer of Shares, the Board of Directors may require the transferor and/or transferee, as the case may be, to execute, acknowledge and deliver to the Company such instruments of transfer, assignment and assumption and such other certificates, representations and documents, and to perform all such other acts, which the Board of Directors may reasonably deem necessary or desirable to (A) verify the Transfer, (B) confirm that the proposed transferee has accepted, assumed and agreed to be subject and bound by all of the terms, obligations and conditions of this Agreement (whether or not such Person is to be admitted as a new Member) and (C) assure compliance with applicable state and federal laws, including securities laws and regulations. For the purposes of this Article IX, any transfer, sale, assignment, pledge, encumbrance or other direct or indirect disposition of shares or other interests of any Person which is an entity and a substantial portion of the assets of which are, directly or indirectly, Shares or other Equity Securities, or which is intentionally designed to, or has the effect of, circumventing the intention of the Transfer restrictions in this Agreement, shall be deemed to be a Transfer of Shares or Equity Securities (as

applicable). Each Member as to which the immediately preceding sentence applies shall cause its direct and indirect interest holders to comply with the provisions of this Article IX.

(c) No Transfer of Class A-1 Preferred Shares may be consummated (and any process pursuant to Section 9.01(a)(vi) shall be suspended if a Call Notice is delivered pursuant to Section 9.12) until such time as the Class A-1/D Purchase pursuant to such Call Notice has been consummated.

(d) Until such time as SoftBank has paid, in full, the Subsequent SoftBank Commitment pursuant to Section 2.02(c), SoftBank (i) shall not make any Transfer if the effect of such Transfer would be that SoftBank ceases to be a Member hereunder and (ii) shall ensure that it has uncalled capital commitments sufficient to pay the Subsequent SoftBank Commitment in full.

9.02 Permitted Transfers.

(a) Notwithstanding Section 9.01(a), Class A-1 Preferred Shares, Class D Common Shares, Class B Common Shares, Class E Common Shares and Class F Preferred Shares may be Transferred by the holder thereof without obtaining the approval of the Board of Directors or the GM Investor: (i) in the case of an Employee Member, to a member of the Family Group of the Person to whom such Shares were originally issued (a Transfer pursuant to this clause (i), an "**Exempt Employee Member Transfer**"), (ii) in the case of a Class A-1 Preferred Member, Class D Member or Class F Preferred Shares held by SoftBank or its Affiliates, to an Affiliate (other than SoftBank Group Corp. or its Subsidiaries) of such Member that (A) is owned and controlled, directly or indirectly, by such Class A-1 Preferred Member or such Class D Member, and (B)(1) with respect to Shares (other than any Class F Preferred Shares) is not a SoftBank Restricted Person and (2) with respect to Class F Preferred Shares, is not a Class F Preferred Member Restricted Person (a Transfer pursuant to this clause (ii), an "**Exempt SoftBank Transfer**"), (iii) in the case of a Class E Member or Class F Preferred Shares held by Honda or its Affiliates, (A) to an Affiliate that is not a Honda Restricted Person or (B) subject to compliance with Section 9.01(a)(v), following the consummation of an OEM Restricted Investment, to a Person that is not a Honda Restricted Person (a Transfer pursuant to this clause (iii), an "**Exempt Honda Transfer**"); provided, that any Transfer by the Class E Member must be a Transfer of all of such Class E Member's Equity Securities in the Company, or (iv) in the case of a Class F New Member, to an Affiliate of such Class F New Member that is not a Class F Preferred Member Restricted Person (an "**Exempt Class F Transfer**"). If a Permitted Transferee ceases to meet the criteria set forth in (i), (ii) or (iii) of the preceding sentence (as applicable), such Permitted Transferee shall re-transfer (within ten (10) Business Days) the Shares Transferred to such Permitted Transferee to the original transferor (in the case of an Exempt SoftBank Transfer, an Exempt Honda Transfer or an Exempt Class F Transfer) or to another member of the Family Group of such transferring Person (in the case of an Exempt Employee Member Transfer) and, pending the completion of such re-transfer, such Permitted Transferee shall not have any rights under this Agreement in respect of such Shares held by him, her or it.

(b) As used herein, a "**Permitted Transferee**" shall constitute any Person, other than the Company, to whom Shares are Transferred pursuant to this Section 9.02.

9.03 Assignee's Rights and Obligations.

(a) A Transfer of a Share permitted pursuant to this Agreement shall be effective as of the date of assignment and compliance with the conditions to such Transfer, and such Transfer shall be shown on the books and records of the Company. Prior to the date that the Transfer is consummated and the transferee becomes a Member hereunder, such proposed transferee shall be referred to herein as an "**Assignee**". Distributions made before the effective date of such Transfer, shall be paid to the transferor, and Distributions made after such date shall be paid to the Assignee.

(b) Unless and until an Assignee becomes a Member pursuant to this Article IX, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable law, other than the rights granted specifically to Assignees pursuant to this Agreement and rights granted to Assignees pursuant to the Act. Further, such Assignee shall be bound by any limitations and obligations contained herein with respect to Members.

(c) Any Member who shall Transfer any Shares or other interest in the Company shall cease to be a Member with respect to such Shares or other interest and shall no longer have any rights or privileges of a Member with respect to such Shares or other interest, except that, unless and until the Assignee is admitted as a Substituted Member in accordance with the provisions of Section 9.04 (the "**Admission Date**"), (i) such assigning Member shall retain all of the duties, liabilities and obligations of a Member with respect to such Shares or other interest and (ii) the Board of Directors may reinstate all or any portion of the rights and privileges of such Member with respect to such Shares or other interest for any period of time prior to the Admission Date. Nothing contained herein shall relieve any Member who Transfers any Shares or other interest in the Company from any liability of such Member to the Company or the other Members with respect to such Shares or other interest that may exist on the Admission Date or that is otherwise specified in the Act and incorporated into this Agreement or for any liability to the Company or any other Person for any breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in the other agreements with the Company.

(d) For clarity (and notwithstanding anything to the contrary herein), the respective rights of SoftBank and Honda hereunder are personal to SoftBank and Honda, as applicable, (for so long as SoftBank or Honda, as applicable, is a Member), do not attach to the Class A-1 Preferred Shares or Class E Common Shares, or any other class of Shares or Equity Securities, and cannot be assigned by SoftBank or Honda to any other Person, except in connection with an Exempt SoftBank Transfer or an Exempt Honda Transfer pursuant to Section 9.02(a)(iii)(A) (but not, for clarity, Section 9.02(a)(iii)(B)).

9.04 Admission of Members.

(a) In connection with the Transfer of a Share of a Member permitted under the terms of this Agreement, the transferee shall not become a Member (a "**Substituted Member**") until the later of (i) the effective date of such Transfer and (ii) the date on which the Board of Directors approves such transferee as a Substituted Member (such approval not to be unreasonably withheld, conditioned or delayed), and such admission shall be shown on the books and records of the Company

(b) Notwithstanding anything to the contrary that may be expressed or implied in this Agreement, a Person may be admitted to the Company as a Member by the Board of Directors (an "**Additional Member**"). Such admission shall become effective on the date on which such admission is shown on the books and records of the Company.

9.05 Certain Requirements of Prospective Members. As a condition to admission to the Company as a Member, each Assignee and Additional Member shall execute and deliver a joinder to this Agreement in the form attached hereto as Exhibit I or otherwise acceptable to the Board of Directors.

9.06 Status of Transferred Shares. Shares that are Transferred shall thereafter continue to be subject to all restrictions and obligations imposed by this Agreement with respect to Shares and Transfers thereof.

9.07 Tag-Along Rights.

(a) If any Class A-2 Member, Class C Member or the GM Investor or its Affiliates in their capacity as a Class F Preferred Member (the "**Transferring Holder**") proposes to Transfer Class A-2 Preferred Shares, Class C Common Shares or Class F Preferred Shares (or any other Equity Securities held by such Member) to an Independent Third Party prior to an IPO (other than any Transfer (i) as provided in Section 9.08, (ii) as provided in Section 9.09, (iii) in connection with Section 9.10 or (iv) as provided in Section 9.12), then the Transferring Holder(s) shall deliver a written notice (such notice, the "**Tag Notice**") to the Company, each Class D Member, each Class A-1 Preferred Member, each Class E Member and each Class F Preferred Member (the "**Participation Members**," provided that, for clarity, such Transferring Holder will not be a Participation Member in its capacity as a Class F Preferred Member, notwithstanding that such Transferring Holder may hold Class F Preferred Shares) at least thirty (30) days prior to making such Transfer, specifying in reasonable detail the identity of the prospective transferee(s), the number of Class A-2 Preferred Shares or Class C Common Shares (or any other Equity Securities held by such Members) to be Transferred and the price and other terms and conditions of the Transfer. Each Participation Member may elect to participate in the contemplated Transfer in the manner set forth in this Section 9.07 by delivering an irrevocable written notice to the Transferring Holder(s) within fifteen (15) days after delivery of the Tag Notice, which notice shall specify the number of Class A-1 Preferred Shares, Class D Common Shares, Class E Common Shares and Class F Preferred Shares

(or any other Equity Securities held by such Members) that such Participation Member desires to include in such proposed Transfer. If none of the Participation Members gives such notice prior to the expiration of the fifteen (15) day period for giving such notice, then the Transferring Holder(s) may Transfer such Class A-2 Preferred Shares or Class C Common Shares (or any other Equity Securities held by such Members) to any Person at the same price and on other terms and conditions that are no more favorable, in the aggregate, to the Transferring Holder(s) than those set forth in the Tag Notice. If any Participation Members have irrevocably elected to participate in such Transfer prior to the expiration of the fifteen (15) day period for giving notice, each Participation Member shall be entitled to sell in the contemplated Transfer a total number of Class A-1 Preferred Shares with respect to Class A-1 Preferred Members, Class D Common Shares with respect to Class D Members, Class E Common Shares with respect to Class E Members, Class F Preferred Shares with respect to Class F Preferred Members (the "**Tagged Shares**") to be sold in the Transfer, to be calculated according to the following methodology:

(i) First, all Non-A-1 Interests owned by the Transferring Holder are deemed converted (on a Fully Diluted Basis) to Class D Common Shares on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event), all Class A-1 Preferred Shares held by all Participation Member(s) are deemed converted to Class D Common Shares pursuant to Section 2.10(b), all Class E Common Shares held by all Participation Member(s) are deemed converted to Class D Common Shares on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and all Class F Preferred Shares held by all Participation Member(s) are deemed converted to Class D Common Shares at the Class F Preferred Share Conversion Ratio (collectively the number of Class D Common Shares resulting from the deemed conversion, plus the number of Class D Common Shares held by the Participation Members prior to such deemed conversion, the "**Total Conversion Shares**"). For clarity, such "deemed" conversion pursuant to this Section 9.07(a) shall solely be for the purposes of calculating the Tagged Shares, and no actual conversion shall occur pursuant to this Section 9.07(a).

(ii) Second, the total number of Shares that are subject to Transfer is determined (the "**Total Tagged Shares**").

(iii) Third, the Tagged Shares will be:

(A) a number of Class A-1-A Preferred Shares equal to: (1) Total Tagged Shares multiplied by a fraction, (x) the numerator of which is the number of Class D Common Shares into which the Class A-1-A Preferred Shares of such Participation Member were deemed converted pursuant to subsection (i) above, and (y) the denominator of which is the Total Conversion Shares divided by, (2) the A-1-A Preferred Share Conversion Ratio;

(B) a number of Class A-1-B Preferred Shares equal to: (1) Total Tagged Shares multiplied by a fraction, (x) the numerator of which is the number of Class D Common Shares into which the Class A-1-B Preferred Shares of such Participation Member were deemed converted pursuant to subsection (i) above, and (y) the denominator of which is the Total Conversion Shares divided by, (2) A-1-B Preferred Share Conversion Ratio;

(C) a number of Class D Common Shares equal to: Total Tagged Shares multiplied by a fraction, (1) the numerator of which is the number of Class D Common Shares held by such Participation Member prior to the deemed conversion pursuant to subsection (i) above, and (2) the denominator of which is the Total Conversion Shares;

(D) a number of Class E Common Shares equal to: Total Tagged Shares multiplied by a fraction, (1) the numerator of which is the number of Class E Common Shares held by such Participation Member prior to the deemed conversion pursuant to subsection (i) above, and (2) the denominator of which is the Total Conversion Shares; and

(E) a number of Class F Preferred Shares equal to: Total Tagged Shares multiplied by a fraction, (1) the numerator of which is the number of Class F Preferred Shares held by such Participation Member prior to the deemed conversion pursuant to subsection (i) above, and (2) the denominator of which is the Total Conversion Shares.

(b) Immediately prior to the consummation of the Transfer to the Independent Third Party, the Tagged Shares (other than Class E Common Shares and Class F Preferred Shares) will be automatically, and without any further action, be actually converted into Class D Common Shares pursuant to Section 2.10(b). The Transferring Holder(s) and each participating Participation Member shall receive the same form of consideration and the aggregate net consideration (after such aggregate net consideration is adjusted for Company expenses, purchase price adjustments, escrow amounts, purchase price holdbacks, indemnity obligations and other similar items) shall be divided ratably among the Transferring Holder and each participating Participation Member based upon their respective numbers of Shares included in the Transfer.

(c) Notwithstanding anything to the contrary in this Section 9.07, the Transferring Holder(s) shall not consummate the Transfer contemplated by the Tag Notice at a higher price or on other terms and conditions more favorable to them, in the aggregate, than the terms set forth in the Tag Notice (including as to price per Class A-1 Preferred Share or form of consideration to be received) unless the Transferring Holder(s) shall first have delivered a second notice setting forth such more favorable terms (the "**Amended Tag Notice**") to each Participation Member who had not elected to participate in the contemplated Transfer. Each Participation Member receiving an Amended Tag Notice may elect to participate in the contemplated Transfer on such amended terms by delivering written notice to the Transferring Holder(s) not later than ten (10) Business Days after delivery of the Amended Tag Notice.

(d) Each Participation Member shall pay his, her or its own costs of any sale and a pro rata share (based upon the reduction in proceeds that would have been allocated to such Member if the amount of such expense were not included in the aggregate consideration) of the expenses incurred by the Members (to the extent such costs are incurred for the benefit of all of such Members and are not otherwise paid by the Transferee) and the Company in connection with such Transfer and shall be obligated to provide the same customary representations, warranties, covenants, agreements, indemnities and other obligations that the Transferring Holder(s) agrees to provide in connection with such Transfer; provided, that in no event will a Participation Member be required to enter into a non-competition agreement or be subject to any similar covenant or provision. Except as contemplated by the preceding sentence, each Participation Member shall execute and deliver all documents required to be executed in connection with such tag-along sale transaction.

(e) Without limiting the generality of the other provisions of this Section 9.07, the Transferring Holder(s) shall decide whether or not to pursue, consummate, postpone or abandon any Transfer and, subject to the limitations set forth in this Section 9.07, the terms and conditions thereof. None of the Transferring Holder(s) nor any of their respective Affiliates shall have any liability to any Member arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any such Transfer except to the extent the Transferring Holder(s) shall have failed to comply with any of the other provisions of this Section 9.07.

9.08 Sale of the Company.

(a) Provided that a Drag-Along Notice has not been delivered and the procedures in Section 9.09 are not then currently in effect, notwithstanding anything to the contrary in this Agreement, the Board of Directors may (subject to Section 5.11) elect to cause a Sale of the Company at any time. The Board of Directors shall direct and control all decisions in connection with a Sale of the Company (including the hiring or termination of any investment bank or professional adviser and making all decisions regarding valuation and consideration and the percentage of the Equity Securities in the Company to be sold) and, subject to Section 9.08(b) and Section 9.08(d), and without prejudice to Section 5.11, each Member shall vote for, consent to and not object to such Sale of the Company or the sale process associated therewith. If such Sale of the Company is structured as a sale of assets, merger or consolidation, then each Member shall, to the extent applicable to such transaction, vote for or consent to, and waive any dissenter's rights, appraisal rights or similar rights in connection with, such sale, merger or consolidation. If such Sale of the Company is structured as a Transfer of Shares, and the Sale of the Company involves less than all of the Shares in the Company, then each Member shall Transfer the same percentage of each class or series of Shares (or rights to acquire Shares of any class or series) that it holds. Each Member and the Company shall take all reasonable and necessary actions in connection with the consummation of such Sale of the Company as may be requested by the Board of Directors, including (i) in the case of the Company only, engaging one or more investment banks and legal counsel

selected by the Board of Directors to establish procedures acceptable to the Board of Directors to effect and to otherwise assist in connection with a Sale of the Company, (ii) taking such commercially reasonable actions and providing such commercially reasonable cooperation and assistance as may be necessary to consummate the Sale of the Company in an expeditious and efficient manner and not taking any action or engaging in any activity designed to hinder, prevent or delay the consummation of the Sale of the Company, (iii) in the case of the Company only, facilitating the due diligence process in respect of any such Sale of the Company, including establishing, populating and maintaining an online "data room", (iv) in the case of the Company only, providing any financial or other information or audit required by the proposed buyer's financing sources and (v) the execution of such agreements and such instruments and other actions reasonably necessary in connection with the Sale of the Company, including to provide customary representations, warranties, indemnities and escrow arrangements relating thereto, in each case in accordance with and subject to the limitations set forth in Section 9.08(d).

(b) The obligations of the Members with respect to a Sale of the Company are subject to the satisfaction of the following conditions: (i) upon the consummation of such Sale of the Company, each holder of Shares, to the extent such holder is receiving any consideration, shall receive the same form(s) of consideration as each other holder of Shares receives (or the option to receive the same form of consideration), and (ii) the Sale of the Company will be a Deemed Liquidation Event and the aggregate consideration payable upon consummation of such Sale of the Company to all holders of Shares in respect of their Shares shall be apportioned and distributed (after such aggregate consideration is adjusted for Company expenses, purchase price adjustments, escrow amounts, purchase price holdbacks, indemnity obligations and other similar items) as between the classes of Shares in accordance with the relevant provisions of Section 3.02 (assuming that, if such Sale of the Company is structured as a Transfer of Shares and less than all of the Shares are being Transferred, the Shares included in the Transfer are all of the Shares outstanding). For clarity, the application of Section 3.02 may result in some Shares included in the Transfer not receiving any consideration with respect to such Sale of the Company.

(c) If the Company, or if the holders of any Shares, enter into any negotiation or transaction for which Rule 506 (or any similar rule then in effect) promulgated by the SEC may be available with respect to such negotiation or transaction (including a merger, consolidation, or other reorganization), each holder of Equity Securities will, at the request of the Company, appoint either a purchaser representative (as such term is defined in Rule 501) designated by the Company, in which event the Company will pay the fees of such purchaser representative, or another purchaser representative (reasonably acceptable to the Company), in which event such holder will be responsible for the fees of the purchaser representative so appointed. Notwithstanding anything to the contrary, in connection with any Sale of the Company where the consideration in such Sale of the Company consists of or includes securities, if the issuance of such securities to the Member would require either a registration statement under the Securities Act, or preparation of a disclosure statement pursuant to Regulation D (or any successor regulation) under the Securities Act, or preparation of a disclosure document under a similar provision of any state securities law, and such

registration statement or disclosure statement or other disclosure document is not otherwise being prepared in connection with the Sale of the Company, then, at the option of the Board of Directors, the Member may receive, in lieu of such securities, the Fair Market Value of such securities in cash.

(d) In connection with any Sale of the Company, each Member shall (i) make such customary representations and warranties, including, as applicable, as to due organization and good standing, power and authority, due approval, no conflicts and ownership and title of Shares (including the absence of liens with respect to such Shares) and no litigation pending or threatened against or affecting such Member relating to its ownership of Shares, agree to such covenants and enter into such definitive agreements, in each case as are customary for transactions of the nature of the Sale of the Company; provided, that no Member shall be required to make any representation or warranty or agree to any covenant that is more extensive or burdensome than those made by the other Members (provided, that (A) in no event will the GM Investor or any of its Affiliates, SoftBank or any of its Affiliates, Honda or any of its Affiliates or any Class F New Member or any of its Affiliates be required to enter into a non-competition agreement or be subject to any similar covenant or provision and (B) the Employee Members may be required to enter into certain covenants, including non-compete and non-solicit obligations) and (ii) be obligated to join on a several, and not joint, basis (determined in accordance with such Member's proportionate share of the proceeds from the Sale of the Company) in any indemnification or other obligations that are part of the terms and conditions of the Sale of the Company (other than to the extent of any escrows or holdbacks established in connection with such Sale of the Company); provided, that no Member shall be obligated (A) to provide indemnification with respect to the representations, warranties, covenants or agreements of any other Member (other than to the extent of any escrows or holdbacks established in connection with such Sale of the Company), or (B) to incur liability to any Person in connection with such Sale of the Company, including under any indemnity, in excess of the consideration received by such Person in the Sale of the Company (other than for fraud or breach of a covenant).

(e) Each Member will bear his, her or its proportionate share of the costs incurred in connection with a Sale of the Company to the extent such costs are incurred for the benefit of all such holders of Shares and are not otherwise paid by the Company or the acquiring party. Costs incurred by the holders of Shares on their own behalf will not be considered costs of the Sale of the Company.

(f) Any contingent consideration (whether as a result of a release of an escrow or the payment of an "earn out" or otherwise) to be paid in connection with a Sale of the Company shall be allocated among the Members such that each Member receives the amount which such Member would have received if such consideration had been received by the Company and distributed as the next incremental dollars following the Distribution of any amounts previously paid under this Agreement or paid in connection with such Sale of the Company (assuming for such purposes that the Shares Transferred constitute all of the Shares). In the event any Member is liable in such Sale of the Company for amounts in excess of any escrow or holdback (other than any such obligations that relate specifically to a particular Member, such as indemnification with respect to

representations and warranties given by a Member regarding such Person's title to and ownership of Shares), such amounts shall be treated as a deduction to the consideration payable in such Sale of the Company and the aggregate consideration shall be re-allocated among the Members in accordance with Section 9.08(b). The Members agree that to the extent, as a result of such re-allocation, a Member has received more than its share of the consideration pursuant to such re-allocation, such Member shall deliver such excess to the appropriate Member(s) in order for each Member to receive its appropriate share of the consideration.

(g) Without limiting the generality of the other provisions of this Section 9.08 but subject to Section 5.11, the Board of Directors shall determine whether or not to pursue, consummate, postpone or abandon any Sale of the Company and, subject to the limitations expressly set forth in this Section 9.08, the terms and conditions thereof.

(h) The provisions of this Section 9.08 shall not apply to any transaction pursuant to Sections 9.10 or 9.12.

9.09 Drag-Along.

(a) If the GM Investor proposes to Transfer more than fifty percent (50%) of the issued and outstanding Equity Securities to an Independent Third Party prior to an IPO (other than any Transfer (i) as provided in Section 9.08, (ii) in connection with Section 9.10, or (iii) pursuant to Section 9.12), the GM Investor shall have the right (but not the obligation) to deliver a written notice (such notice, the "**Drag-Along Notice**") of its intention to do so to each other Member (the "**Dragees**"). The Drag-Along Notice shall set forth the aggregate consideration to be paid by the Independent Third Party and the other material terms and conditions of such transaction (a "**Drag-Along Sale Transaction**"), which shall be the same (in all but *de minimis* and immaterial respects) for the GM Investor and the other Members except as otherwise contemplated by this Agreement. Upon receipt of the Drag-Along Notice, each Dragee shall be required to participate in the proposed Transfer in accordance with the terms and conditions of this Section 9.09; provided, that if such Drag-Along Sale Transaction involves less than one hundred percent (100%) of the Shares held by the GM Investor, then each Dragee will only be required to participate in the proposed Transfer to the Independent Third Party with respect to such percentage of each class of its Shares as equals the percentage of the GM Investor's total Shares being sold in such Drag-Along Sale Transaction (the "**Drag Percentage**"). If the GM Investor is given an option as to the form and amount of consideration to be received under this Section 9.09, all Dragees shall be given the same option and, otherwise, the ratio of both (i) any cash to any non-cash consideration and (ii) among any type of non-cash property or asset consideration to any other type of non-cash property or asset consideration shall be equal (to the extent reasonably practicable) for each of the GM Investor and the Dragees. Within ten (10) Business Days following receipt of the Drag-Along Notice, each Dragee shall deliver to a representative of the Company or the GM Member designated in the Drag-Along Notice such certificates (if certificated) representing all Shares (or the Drag Percentage of each class of its Shares, as applicable) held by such Dragee or in other cases mutually acceptable

instruments of transfer duly endorsed, together with a limited power-of-attorney authorizing the Company and the GM Investor to sell or otherwise dispose of such Shares pursuant to the proposed Transfer to the Independent Third Party, as well as any other documents required to be executed in connection with such transaction. In the event that any Dragee should fail to deliver such certificates (if certificated) or other documentation to the Company or the GM Investor's representative, the Company shall cause the books and records of the Company to show that the Shares of such Dragee are bound by the provisions of this Section 9.09 and that such Shares may be Transferred only to the Independent Third Party.

(b) The Company and the GM Investor shall have ninety (90) days following delivery of the Drag-Along Notice to complete the Transfer of the Shares in accordance with this Section 9.09; provided, that if such Transfer would require the GM Investor, any Dragee, the Independent Third Party, the Company or an Affiliate of any of the foregoing to obtain any regulatory approval prior to consummating such sale, such ninety (90) day period shall be extended to the date that is five (5) Business Days after such regulatory approval has been obtained or finally denied. If, within such ninety (90) day period (as it may be extended) after the Company or the GM Investor has given the Drag-Along Notice, it shall not have completed the Transfer of all the Shares of the GM Investor and the Dragees in accordance with this Section 9.09 the Company or the GM Investor shall return to each of the Dragees all certificates (if certificated) representing Shares, or in other cases, mutually acceptable instruments of transfer, that the Dragees delivered for Transfer pursuant hereto and that were not purchased in accordance with this Section 9.09; provided, that (i) if any one or more of the Dragees defaults, the Company or the GM Investor shall be permitted, but not obligated, to complete the sale by all non-defaulting Dragees, and (ii) the completion of the sale by the Company or the GM Investor and such non-defaulting Dragees shall not relieve a defaulting Dragee of liability for its breach. All reasonable out-of-pocket costs and expenses incurred by the Company, the GM Investor and the Dragees in connection with the Transfers set forth in this Section 9.09 shall be paid by the Company.

(c) A Drag-Along Sale Transaction will be a Deemed Liquidation Event and the aggregate consideration payable upon consummation of such Drag-Along Sale Transaction to all holders of Shares in respect of their Shares included in such Drag-Along Sale Transaction shall be apportioned and distributed (after such aggregate consideration is adjusted for Company expenses, purchase price adjustments, escrow amounts, purchase price holdbacks, indemnity obligations and other similar items) as between the classes of Shares included in such Drag-Along Sale Transaction in accordance with the relevant provisions of Section 3.02 (it being understood that, if less than all of the Shares are being Transferred, for purposes of such calculations, it shall be assumed that the Shares included in such Drag-Along Sale Transaction constitute all of the Shares outstanding). For clarity, the application of Section 3.02 may result in some Shares included in the Drag-Along Sale Transaction not receiving any consideration with respect to such Drag-Along Sale Transaction.

(d) The provisions of this Section 9.09 shall not apply to any Transfer to a Permitted Transferee in accordance with Section 9.02.

(e) The obligations of a Member in connection with a Drag-Along Sale shall be subject to the limitations set forth in Section 9.08(d) as if such Drag-Along Sale was a Sale of the Company thereunder.

9.10 Public Offering.

(a) If the Board of Directors authorizes (subject to Section 5.11 and Section 6.13(d)) the Company to undertake an IPO (which may be abandoned at any time prior to its consummation by the Board of Directors), or the GM Investor notifies the Company that it wishes to consummate an IPO that takes the form of distribution of IPO Shares to the stockholders of GM Parent pursuant to a Form 10 (or any successor form), then each of the Company, the Members and any holder of Equity Securities agrees to, and agrees to cause its Affiliates to, take such commercially reasonable actions and provide such commercially reasonable cooperation and assistance as may be necessary to consummate the IPO in an expeditious and efficient manner and not to take any action or engage in any activity designed to hinder, prevent or delay the consummation of the IPO. Subject to Section 9.10(b), in connection with the IPO, each Share will be exchanged on an as-converted basis as if all Non-A-1 Interests are converted on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and all Class A-1 Preferred Shares are converted in accordance with Section 2.10(b), for one share or unit (as applicable) of the single type of equity security of the Company that is listed and admitted for trading on the New York Stock Exchange, the NASDAQ Stock Market or other nationally recognized exchange (the "**IPO Shares**"). For purposes of this Section 9.10 and Section 9.11, all references to "Company" shall also refer to (i) any corporate successor to the Company or (ii) any parent or Subsidiary of the Company, in each case which effects the IPO.

(b) The IPO Shares issued to (i) each Class A-1 Preferred Member with respect to each Class A-1 Preferred Share, each Class B Member with respect to each Class B Common Share, each Class D Member with respect to each Class D Common Share, each Class E Member with respect to each Class E Common Share and each Class F Preferred Member with respect to each Class F Preferred Share and (ii) any other Investor in respect of Equity Securities issued pursuant to Section 2.06 (if such Equity Securities are designated as low-vote Equity Securities by the Board of Directors at the time of issuance or at any time thereafter) (collectively, the "**Low-Vote IPO Shares**") will be of a different class to each other IPO Share. The Low-Vote IPO Shares will be identical to each other IPO Share, except that they will be entitled only to the number of votes (including a fraction of a vote) per Low-Vote IPO Share on all matters on which stockholders of the Company may vote (including the election of directors) as will be reasonably determined by the GM Investor to enable the GM Investor to establish or maintain "control" (within the meaning of Section 368(c) of the Code) of the Company at the time of the consummation of the IPO (in the case of an IPO effected by a "spin-off" or "split-off" transaction), or immediately after the consummation of the IPO (in the case of any other IPO), in each case taking into account any other

planned issuances or transfers of IPO Shares. Each Member, including each Class A-1 Preferred Member, will take all reasonable action requested by the Company to give effect to this Section 9.10(b) and to cause GM to have "control" within the meaning of Section 368(c) of the Code immediately prior to any "spin-off" or "split-off" transaction.

(c) Without limiting (and without prejudice to) the other subsections of this Section 9.10, if immediately prior to an IPO the Board of Directors determines that it is in the best interests of the Company and its Members (taken as a whole) to engage in a reorganization pursuant to which a new corporation, limited liability company, partnership or other entity (the "**Entity**") is formed and the Equity Securities of the company are recapitalized or reorganized into classes of Equity Securities of the Entity, then each Member will (i) consent (and, to the extent required, vote in favor of) such recapitalization, reorganization or exchange of the existing Equity Securities of the Company into the Equity Securities of the Entity, and (ii) take all such reasonable actions that are necessary in connection with the consummation of the recapitalization, reorganization or exchange, including entering into a new stockholders' agreement, members' agreement, limited liability company agreement, employee equity arrangements and/or other agreements and arrangements in respect of the Equity Securities of the Entity, in each case, on terms and conditions substantially similar to such agreements and arrangements in respect of the Equity Securities of the Company that are in effect immediately prior to such recapitalization or reorganization; provided, that the Board of Directors shall not be permitted to approve, the Company shall not be permitted to engage in, and no Member shall be required to provide any consent to or to take any action in connection with, any such formation, recapitalization or reorganization, in each case if (A) such formation, recapitalization or reorganization was undertaken in bad faith, (B) the intent or direct result of such formation, recapitalization or reorganization is or would be to impair, in any material respect, the express rights of any Member hereunder or (C) such formation, recapitalization or reorganization adversely affects any Member in a manner which is disproportionate to the other Members (except as contemplated by this Section 9.10). For the avoidance of doubt, any reorganization or recapitalization undertaken pursuant to this Section 9.10(c) shall include provision for an Equity Security analogous to the Low-Vote IPO Shares described in Section 9.10(b) above.

9.11 Registration Rights; "Market Stand-Off" Agreement; Volume Restrictions.

(a) After the consummation of an IPO pursuant to Section 9.10, the Company shall grant to (i) the GM Investor an unlimited number of demand registration rights (including underwritten offerings), (ii) each Class A-1 Preferred Member that, together with its Affiliates, beneficially owns more than ten percent (10%) of the Equity Securities in the Company, demand registration rights (including underwritten offerings) and (iii) (A) all Members that, together with its Affiliates, beneficially own more than five percent (5%) of the Equity Securities in the Company, piggyback registration rights and shelf registration rights and (B) each of The Growth Fund of America, T. Rowe Price Growth Stock Fund, Inc., Seasons Series Trust - SA T. Rowe Price Growth Stock Portfolio, Voya Partners, Inc. - VY T. Rowe Price Growth Equity Portfolio, Brighthouse Funds Trust II - T. Rowe Price Large Cap Growth Portfolio, Lincoln Variable Insurance Products Trust -

LVIP T. Rowe Price Growth Stock Fund, Penn Series Funds, Inc. - Large Growth Stock Fund, T. Rowe Price Growth Stock Trust, Sony Master Trust, Prudential Retirement Insurance and Annuity Company, Aon Savings Plan Trust, Caleres, Inc. Retirement Plan, Colgate Palmolive Employees Savings and Investment Plan Trust, Brinker Capital Destinations Trust - Destinations Large Cap Equity Fund, Alight Solutions LLC 401K Plan Trust, MassMutual Select Funds - MassMutual Select T. Rowe Price Large Cap Blend Fund, Legacy Health Employees' Retirement Plan, Legacy Health, T. Rowe Price Science & Technology Fund, Inc., VALIC Company I - Science & Technology Fund for so long as they, together with their Affiliates, beneficially own more than one half of a percent (0.50%) of the Equity Securities in the Company, piggyback registration rights, in each case, subject to customary terms and conditions as at the time of the IPO; provided, that the Class A-1 Preferred Members may collectively exercise up to three (3) demands, the Company shall not be required to consummate more than one (1) demand registration (including underwritten offering) per ninety (90) day period, the Company shall not be required to consummate any demand registration (including underwritten offering) expected to realize less than $100,000,000 of gross proceeds (before deduction of any underwriting discount, fees or expenses) and the Company may suspend registration rights for up to one hundred twenty (120) days in any calendar year if the filing or maintenance of a registration statement would, if not so suspended, adversely affect a proposed corporate transaction or adversely affect the Company by requiring premature disclosure of confidential information.

(b) Each Member hereby agrees that (i) during the period of duration (up to, but not exceeding, one hundred eighty (180) days) specified by the Company and an underwriter of Equity Securities of the Company or its successor, following the date of the final prospectus distributed in connection with the IPO, it shall not, to the extent requested by the Company and such underwriter, directly or indirectly sell, offer to sell, contract to sell (including any short sale or other hedging transaction), grant any option to purchase or otherwise Transfer or dispose of (other than to donees who agree to be similarly bound) any Equity Securities held by it at any time during such period except for such Equity Securities as shall be included in such registration or any Equity Securities acquired by such Member in the IPO or following the completion of the IPO and (ii) it shall, if requested by the managing underwriter or underwriters in connection with the IPO, execute a customary “lockup” agreement in the form requested by the managing underwriter or underwriters with a duration not to exceed one hundred eighty (180) days.

(c) Each Member hereby agrees that (i) during the period of duration (up to, but not exceeding, ninety (90) days) specified by the Company and an underwriter of Equity Securities of the Company or its successor, following the date of the final prospectus distributed in connection with an underwritten public follow-on offering, it shall not, to the extent requested by the Company and such underwriter, directly or indirectly sell, offer to sell, contract to sell (including any short sale or other hedging transaction), grant any option to purchase or otherwise Transfer or dispose of (other than to donees who agree to be similarly bound) any Equity Securities held by it at any time during such period except for such Equity Securities as shall be included in such registration and (ii) it shall, if requested by the managing underwriter or underwriters in connection with an

underwritten public follow-on offering, execute a customary "lockup" agreement in the form requested by the managing underwriter or underwriters with a duration not to exceed ninety (90) days.

(d) All Members shall be treated similarly with respect to any release prior to the termination of the time periods for the transfer restrictions contemplated by Section 9.11(b) and Section 9.11(c) (including any extension thereof) such that if any such persons are released, then all Members shall also be released to the same extent on a pro rata basis. In order to enforce the foregoing covenant in connection with the IPO or an underwritten public follow-on offering, the Company may impose stop-transfer instructions with respect to the Equity Securities of each Member and its Affiliates (and the Equity Securities of every other Person subject to the foregoing restriction) until the end of such period, and each Member agrees that, if so requested, such Member will execute, and will cause its Affiliates to execute, an agreement in the form provided by the underwriter containing terms which are essentially consistent with the provisions of Section 9.11(a), Section 9.11(b) and Section 9.11(c). Notwithstanding the foregoing, the obligations described in Section 9.11(a), Section 9.11(b) and Section 9.11(c) shall not apply to a registration relating solely to employee benefit plans on Form S-1 or Form S-8 or similar forms which may be promulgated in the future, or a registration relating solely to an SEC Rule 145 transaction on Form S-4 or similar forms which may be promulgated in the future.

9.12 GM Call Right.

(a) At any time after the SoftBank Trigger Date the Company will have the right, by providing written notice to each Class A-1 Preferred Member, each Class D Member and the Board of Directors (a "**SoftBank Call Notice**"), to purchase from each Class A-1 Preferred Member and each Class D Member all (but not less than all) of the Class A-1 Preferred Shares and Class D Common Shares then owned by such Members (and any other Equity Securities, excluding any Class F Preferred Shares, held by such Members) in exchange for a cash purchase price (i) per Class A-1 Preferred Share equal to the greater of (A) the applicable Class A-1 Liquidation Preference Amount, and (B) the Per Class A-1 Preferred Share FMV, and (ii) per Class D Common Share (or any other Equity Securities, excluding any Class F Preferred Shares, held by such Members) equal to the Per Class A-1 Preferred Share FMV (collectively, the "**Class A-1/D Purchase**"). If an Optional SoftBank Conversion Notice has been delivered pursuant to Section 9.13 and, subsequent to the delivery of such Optional SoftBank Conversion Notice, a SoftBank Call Notice is delivered to a Class A-1 Preferred Member or Class D Member, then the process contemplated by Section 9.13 shall be suspended (it being understood that if the Class A-1/D Purchase is subsequently terminated or otherwise fails to be consummated, the process contemplated by Section 9.13 shall resume); provided, that if, at the time the SoftBank Call Notice is delivered to a Class A-1 Preferred Member or Class D Member, the calculation of Call Notice/Optional SoftBank Conversion Notice Fair Market Value is ongoing pursuant to Section 9.13 (but has not yet been finalized), such calculation shall continue and shall be utilized to calculate the Per Class A-1 Preferred Share FMV required by this Section 9.12.

(b) At any time after the Honda Call Trigger Date, the Company will have the right, by providing written notice to each Class E Member and the Board of Directors (a "**Honda Call Notice**" and, together with the SoftBank Call Notice, a "**Call Notice**"), to purchase from each Class E Member all (but not less than all) of the Class E Common Shares then owned by such Members (and any other Equity Securities, excluding Class F Preferred Shares, held by such Members) in exchange for a cash purchase price per Class E Common Share (or any other Equity Securities, excluding Class F Preferred Shares, held by such Members) equal to the Per Class E FMV (the "**Class E Purchase**").

Delivery of a Call Notice with respect to the Class A-1 Preferred Shares, Class D Common Shares or Class E Common Shares will commence the process set forth on Exhibit II (provided, that in the event of a Honda Call Notice, (1) references to "SoftBank" and the "Majority of the Class A-1 Preferred" on Exhibit II shall be replaced with "Honda" and (2) the Qualified Appraisers will only calculate the Standardized FMV and not the IP Upsized FMV).

(c) The Company and each Class A-1 Preferred Member, Class D Member and Class E Member will consummate the Class A-1/D Purchase or the Class E Purchase, as applicable, as soon as reasonably practicable and, in any event, within thirty (30) days following the date of determination of the Per Class A-1 Preferred Share FMV or Per Class E FMV (as applicable). The Class A-1/D Purchase or the Class E Purchase, as applicable, shall be memorialized in a written agreement containing customary terms for a transaction of this type; provided, that no Class A-1 Preferred Member, Class D Member or Class E Member shall be required to make any representations or warranties other than representations and warranties as to due organization and good standing, power and authority, due approval, no conflicts and ownership and title of Shares (including the absence of liens with respect to such Shares), no brokers and no litigation pending or threatened against or affecting such Member relating to its ownership of Shares.

(d) Each Class A-1 Preferred Member, Class D Member and Class E Member, as applicable, shall take all commercially reasonable actions and provide such other commercially reasonable cooperation and assistance as may be necessary to consummate the Class A-1/D Purchase or Class E Purchase, as applicable, in an expeditious and efficient manner and will not take any action or engage in any activity designed to hinder, prevent or delay the consummation of the Class A-1/D Purchase or Class E Purchase, as applicable.

(e) At any time after the SoftBank Trigger Date or the Honda Call Trigger Date, as applicable, the GM Investor (or one of its Affiliates) may issue a Call Notice in lieu of the Company, in which event all references to the Company in this Section 9.12 (other than this Section 9.12(e)) shall be deemed to be references to the GM Investor.

9.13 Optional SoftBank Conversion.

(a) If an IPO, Sale of the Company or dissolution (pursuant to Article X) has not been consummated prior to the SoftBank Trigger Date then, at any time after the SoftBank

Trigger Date and subject to Section 9.12(a), SoftBank or its Permitted Transferee shall be entitled to deliver to the Board of Directors an irrevocable written notice (the "**Optional SoftBank Conversion Notice**") requiring the Company to, at the election of the GM Investor (i) use its reasonable best efforts to redeem all, but not less than all, of SoftBank's Class A-1 Preferred Shares and Class D Common Shares for common stock of GM Parent, or (ii) redeem all, but not less than all of SoftBank's Class A-1 Preferred Shares and Class D Common Shares for cash, in each case on the terms set forth herein and, in the case of sub-section (i), on the terms set forth in the Exchange Agreement. Delivery of the Optional SoftBank Conversion Notice will commence the process set forth on Exhibit II.

(b) Within ten (10) Business Days of the date of determination of the final Call Notice/Optional SoftBank Conversion Notice Fair Market Value pursuant to Exhibit II, the Company will deliver written notice to SoftBank, informing SoftBank of the Call Notice/Optional SoftBank Conversion Notice Fair Market Value and whether the GM Investor has elected to have the Company redeem SoftBank's Class A-1 Preferred Shares and Class D Common Shares (i) for cash, at a per Share value equal to the applicable Optional SoftBank Conversion Share Price (the "**Cash Election**"), or (ii) in exchange for common stock of GM Parent on the terms and subject to the conditions set forth in the Exchange Agreement in which case GM Parent and SoftBank or its Permitted Transferee will enter into the Exchange Agreement (the "**Stock Election**"). If, upon consummation of the Sale of GM Parent, GM Parent (it being understood that if GM has merged or consolidated into any other Person or sold all or substantially all of its assets in any one or a series of related to transactions to such other Person, GM Parent shall include such successor or other Person) is not listed or traded on the New York Stock Exchange or the NASDAQ Stock Market or any successor exchange or market thereof, any national securities exchange (registered with the SEC under Section 6 of the Securities Exchange Act of 1934, as amended) or any other established non-U.S. exchange, then the GM Acquirer shall be required to settle any Stock Election pursuant to this Section 9.13 in cash.

(c) If the Cash Election is made, the Company and SoftBank or its Permitted Transferee will consummate the redemption by the Company of the Class A-1 Preferred Shares and Class D Common Shares (the "**Optional SoftBank Conversion Purchase**") as soon as reasonably practicable and in any event within thirty (30) days of the Cash Election. The place for closing shall be the principal office of the Company or at such other place as the Company may reasonably determine. In the event of a Cash Election, at the closing thereof SoftBank shall deliver to the Company certificates (if certificated) for its Class A-1 Preferred Shares and Class D Common Shares or, in other cases, mutually acceptable instruments of transfer, in exchange for payment (per Class A-1 Preferred Share and Class D Common Share held by SoftBank) of the relevant Optional SoftBank Conversion Share Price. The Optional SoftBank Conversion Purchase shall be memorialized in a written agreement containing representations and warranties as to due organization and good standing, power and authority, due approval, no conflicts and ownership and title of Shares (including the absence of liens with respect to such Shares), no brokers and no litigation pending or threatened against or affecting SoftBank relating to its ownership of Shares.

Each of the Company and SoftBank or its Permitted Transferee shall bear its own costs and expense incurred in connection with the Optional SoftBank Conversion Purchase.

(d) If the Stock Election is made, SoftBank or its Permitted Transferee will (and the Company and the GM Investor will cause GM Parent to) promptly (and in any event within five (5) days) enter into the Exchange Agreement.

(e) If the Company, acting reasonably and in good faith, determines that a filing, notice, approval, consent, registration, permit, authorization or confirmation from any Governmental Authority may be required to consummate the transactions set forth in the Exchange Agreement, then the Company and SoftBank or its Permitted Transferee shall (and SoftBank shall cause its Affiliates to) reasonably cooperate in good faith during the pendency of the calculation of the Call Notice/Optional SoftBank Conversion Notice Fair Market Value to seek to obtain such approvals as promptly as practicable such that in the event a Stock Election is made the period between signing the Exchange Agreement and closing the transaction thereunder would be reduced. For clarity, nothing in this Section 9.13(e) will require the Company to make a Stock Election (as opposed to a Cash Election) and the intention of this Section 9.13(e) is solely to take such actions as may reduce (in the event a Stock Election is made) the period between the execution of the Exchange Agreement and the consummation of the transactions contemplated thereby.

(f) In lieu of a redemption of the Class A-1 Preferred Shares and Class D Common Shares by the Company pursuant to this Section 9.13, the GM Investor will have the right to have such Class A-1 Preferred Shares and Class D Common Shares transferred to the GM Investor (or its Affiliates) and, if a Cash Election has been made, to have the GM Investor (or its Affiliates) make the applicable cash payments.

(g) If an Optional SoftBank Conversion Notice has been delivered and an IPO or a Sale of the Company is pending, but has not yet been consummated, SoftBank will, and will cause its Affiliates to, reasonably cooperate with the Company and each other Member to ensure that the IPO or Sale of the Company, as applicable, is carried out in an expeditious manner and minimizing the effect (economically or otherwise) on such IPO or Sale of the Company of this Section 9.13.

ARTICLE X
DISSOLUTION

10.01 **Events of Dissolution**. The Company shall be dissolved upon the occurrence of any of the following events and its business and affairs shall thereafter be liquidated and wound up pursuant to the Act:

(a) upon the approval of the Board of Directors or a Majority of the Members;

(b) upon the issuance of a final and nonappealable judicial decree of dissolution; or

(c) as otherwise required by the Act, except that the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member shall not result in dissolution of the Company.

10.02 Liquidation and Termination. On dissolution of the Company, the Board of Directors shall act as the liquidator or may appoint one or more Members as liquidator. The liquidator shall proceed diligently to wind up the affairs of the Company and make final distributions as provided herein and in the Act. The costs of liquidation shall be borne as a Company expense. Until final distribution, the liquidator shall continue to operate the Company properties with all of the power and authority of the Board of Directors. The steps to be accomplished by the liquidator are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the liquidator shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the liquidator shall cause the notice described in the Act to be mailed to each known creditor of and claimant against the Company in the manner described thereunder;

(c) the liquidator shall pay, satisfy or discharge from Company funds all of the debts, liabilities and obligations of the Company (including all expenses incurred in liquidation) or otherwise make adequate provision for payment and discharge thereof;

(d) the liquidator shall make reasonable provision to pay all contingent, conditional or unmatured contractual claims known to the Company;

(e) the liquidator shall make such provision as will be reasonably likely to be sufficient to provide compensation for any claim against the Company which is the subject of a pending action, suit or proceeding to which the Company is a party;

(f) the liquidator shall make such provision as will be reasonably likely to be sufficient for claims that have not been made known to the Company or that have not arisen but that, based on facts known to the Company, are likely to arise or to become known to the Company after the date of dissolution;

(g) the liquidator shall distribute all remaining assets of the Company by the end of the taxable year of the Company during which the liquidation of the Company occurs (or, if later, 90 days after the date of the liquidation) in accordance with Section 3.02 (but subject to the other applicable provisions in this Agreement); and

(h) all distributions in kind to the Members shall be made subject to the liability of each distributee for costs, expenses and liabilities theretofore incurred or for which the Company has committed prior to the date of termination, and those costs, expenses and liabilities shall be allocated to the distributees pursuant to this Section 10.02. The distribution of cash and/or property to a Member in accordance with the provisions of this Section 10.02 constitutes a complete return to the Member of its Capital Contributions and a complete distribution to the Member of its interest in the Company and all of the Company's property and constitutes a compromise to which all Members have consented within the meaning of the Act. To the extent that a Member returns funds to the Company, it has no claim against any other Member for those funds.

10.03 **Cancellation of Certificate**. On completion of the distribution of Company assets as provided herein, the Company shall be terminated, and the Board of Directors (or such other Person or Persons as the Act may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, and take such other actions as may be necessary to terminate the Company.

ARTICLE XI
EXCLUSIVITY; NON-COMPETE

11.01 **Exclusivity**. During the Control Period, other than pursuant to the Commercial Agreements (or any other agreement entered into between GM or its Affiliates, on the one hand, and the Company or its Subsidiaries, on the other hand, in each case in accordance with the terms of this Agreement) and activities in furtherance of their obligations thereunder:

(a) the GM Investor and its Subsidiaries (excluding the following international joint ventures: SAIC General Motors Corp., Ltd. ("**SGM**"), Pan Asia Technical Automotive Center Co. Ltd. ("**PATAC**"), and FAW-GM Light Duty Commercial Vehicle Co., Ltd. ("**FAW-GM**")) shall conduct the AVCo Business exclusively through the Company. Notwithstanding the foregoing, nothing in this Section 11.01 will prohibit or otherwise restrict the GM Investor or its Subsidiaries from engaging in the GM Business in any manner whatsoever;

(b) without the prior written consent of the GM Investor, the Company and its Subsidiaries shall not, directly or indirectly, engage in the GM Business; provided, that nothing in this Section 11.01(b) will prevent the Company and its Subsidiaries from engaging in the AVCo Business in any manner whatsoever; and

(c) the Company and its Subsidiaries shall exclusively (i) obtain, purchase, source, license, lease, or otherwise acquire assets, services or rights that are of the type contemplated by the Commercial Agreements, the IPMA, the EDSA or the AGSA (including autonomous vehicles and other related products and services) from the GM Investor and its Affiliates, and (ii) provide AV technology and network services to GM and its Affiliates.

11.02 Non-Compete.

(a) During the three (3) year period immediately following the end of the Control Period (the "**Non-Compete Period**"), other than pursuant to the terms and conditions of any agreement entered into between the Company (or its Affiliates), on the one hand, and the GM Investor (or its Affiliates) on the other hand (in each case in accordance with the terms of this Agreement, as applicable, and to the extent such agreement by its terms remains effective subsequent to the end of the Control Period) and subject to the exceptions set forth in Section 11.02(b), (i) the GM Investor and its Subsidiaries (excluding SGM, PATAC and FAW-GM) shall not, directly or indirectly, and (ii) the Company and its Subsidiaries shall not, directly or indirectly, in each case whether alone or in conjunction with any Person or as a holder of an equity or debt interest of any Person or as a principal, agent or otherwise (and, in each case, without the prior written consent of the Other Party), engage in, carry on, participate in or have any interest in the applicable Restricted Business.

(b) Notwithstanding anything herein to the contrary, during the Non-Compete Period, nothing in Section 11.02(a) shall restrict:

(i) the GM Investor's or any of its Subsidiaries' ability to engage in, carry on or participate in the GM Business;

(ii) the Company's or any of its Subsidiaries' ability to engage in, carry on or participate in the AVCo Business;

(iii) the GM Investor and its Subsidiaries or the Company and its Subsidiaries from operating its business as conducted at any time prior to the end of the Control Period (to the extent that such prior operation or conduct did not violate Section 11.01);

(iv) the GM Investor or any of its Subsidiaries from consummating an OEM Acquisition;

(v) the GM Investor or any of its Subsidiaries (collectively), or the Company or any of its Subsidiaries (collectively), from consummating a Change of Control transaction involving a Target (the "**Acquired Person**"); provided, that, in the event such Acquired Person either (each tested at the time of consummation of the Change of Control) (A) derived more than twenty percent (20%) of its consolidated net revenue (calculated on a trailing twelve month basis) from the conduct of the Restricted Business or (B) had meaningful research and development costs and expenses for activities relating to the Restricted Business, the GM Investor or any of its Subsidiaries (collectively), or the Company or any of its Subsidiaries (collectively), as applicable, on or prior to the twelve (12) month anniversary of the date of consummation of such Change of Control transaction, shall either (1) dispose of the Restricted Business (or the assets used in connection therewith) of such Acquired Person or (2) cause such Acquired Person to cease to engaging in the Restricted Business;

(vi) the GM Investor or any of its Subsidiaries (collectively), or the Company or any of its Subsidiaries (collectively) from acquiring, owning or holding ten percent (10%) or less of the outstanding shares of capital stock, which capital stock is regularly traded on a recognized domestic or foreign securities exchange, of any Person engaged in the Restricted Business, so long as the GM Investor and its Subsidiaries (collectively) or the Company and its Subsidiaries (collectively), as applicable, is a passive investor and does not exercise any influence over or participate in the management or operation of such Person (and, for clarity, exercising rights as a stockholder or member will not constitute influence or participation);

(vii) the GM Investor or any of its Subsidiaries from engaging in or consummating any transaction that would constitute a Change of Control;

(viii) General Motors Ventures LLC (and not the GM Investor or any of its Subsidiaries) from acquiring capital stock or other ownership interests, or owning or holding capital stock or other ownership interests, in the normal course of its business and investing activities, in any Person engaged in the Restricted Business;

(ix) the GM Investor or any of its Subsidiaries from owning or holding capital stock or other ownership interests in the entity (and its Subsidiaries or any successor entity) previously identified to SoftBank by the GM Investor; or

(x) the GM Investor or its Subsidiaries from engaging in internal activities relating to the AVCo Business, including business planning and research, development, design and testing activities (provided, that neither GM nor its Subsidiaries may commercialize or otherwise monetize such activities, or any results therefrom, prior to the end of the Non-Compete Period).

(c) Immediately prior to the end of the Control Period, GM and the Company will enter into and deliver a standalone agreement memorializing (and containing terms consistent with) this Section 11.02, the intention being to enable the terms and conditions of this Section 11.02 to survive if this Agreement is terminated or materially amended at such time or any time thereafter.

(d) For the purposes of this Article XI, the Company and its Subsidiaries are not Subsidiaries of the GM Investor.

ARTICLE XII
GENERAL PROVISIONS

12.01 **Expenses**. Each Member and its Affiliates will be responsible for its own expenses in connection with the preparation and negotiation of this Agreement.

12.02 **No Third-Party Rights**. Except as otherwise expressly set forth herein (including Sections 4.03 and 7.02), nothing in this Agreement shall be construed to grant rights to any Person who is not a party to this Agreement.

12.03 **Legend on Certificates for Certificated Shares**. If Certificated Shares are issued, such Certificated Shares will bear the following legend:

> "THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON _____, _____, HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "**ACT**"), OR APPLICABLE STATE SECURITIES LAWS (" **STATE ACTS** ") AND MAY NOT BE SOLD, ASSIGNED, PLEDGED, TRANSFERRED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR STATE ACTS OR AN EXEMPTION FROM REGISTRATION THEREUNDER.
>
> THE TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE IS SUBJECT TO THE CONDITIONS SPECIFIED IN A FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT, DATED AS OF JULY 22, 2019, AS AMENDED AND MODIFIED FROM TIME TO TIME, GOVERNING THE ISSUER (THE "**COMPANY**"), AND BY AND AMONG ITS MEMBERS (THE " **LLC AGREEMENT** ") . THE SHARES REPRESENTED BY THIS CERTIFICATE MAY ALSO BE SUBJECT TO ADDITIONAL TRANSFER RESTRICTIONS, CERTAIN VESTING PROVISIONS, REPURCHASE OPTIONS, OFFSET RIGHTS AND FORFEITURE PROVISIONS SET FORTH IN THE LLC AGREEMENT AND/OR A SHARE GRANT AGREEMENT WITH THE INITIAL HOLDER. A COPY OF SUCH CONDITIONS, REPURCHASE OPTIONS AND FORFEITURE PROVISIONS SHALL BE FURNISHED BY THE COMPANY TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

If a Member holding Certificated Shares delivers to the Company an opinion of counsel, satisfactory in form and substance to the Board of Directors (which opinion may be waived by the Board of Directors), that no subsequent Transfer of such Shares will require registration under the Securities Act, the Company will promptly upon such contemplated Transfer deliver new Certificated Shares which do not bear the portion of the restrictive legend relating to the Securities Act set forth in this Section 12.03.

12.04 **Confidentiality**.

(a) Each Member expressly agrees to maintain, and to cause its Director and Board Observer nominees (as applicable) to maintain, the confidentiality of, and not to disclose to any Person other than (i) the Company (and any successor of the Company or any Person acquiring

all or a material portion of the assets or Equity Securities of the Company or any of its Subsidiaries), (ii) another Member, (iii) such Member's or, in the case of SoftBank any of its or its Affiliate's, financial planners, accountants, attorneys, investment advisers or other advisors or employees or representatives that need to know such information in connection with the monitoring of the Company, the Member or his, her or its Affiliates or in the normal course of operations of such Member or (iv) in the case of SoftBank or any of its Affiliates, disclosure of information (or any information derived from or based upon such information) of the type specified to SoftBank UK prior to the execution of the SoftBank Purchase Agreement (and subsequently acknowledged and agreed to by SoftBank) to its current or prospective investors in the ordinary course of business (provided that, in the case of clauses (iii) and (iv), the Member advises any such Person of the confidential nature of such information and such Person is directed to keep such information confidential, it being understood and agreed that such Member shall be responsible for any breach by any such Person of this Section 12.04), any information relating to the business, financial structure, intellectual property, assets, liabilities, data, financial position or financial results, borrowers, contract counterparties, clients or affairs of the Company or any of its Subsidiaries that shall not be generally known to the public, except as otherwise required by applicable law, stock exchange requirements or required or requested by any Governmental Authority having jurisdiction, in which case (except with respect to disclosure that is required in connection with the filing of federal, state and local tax returns or to the extent that the receiving party agrees to keep any such information confidential) prior to making such disclosure such Member shall, to the extent permitted by applicable law or by such Governmental Authority, give written notice to the Company, permit the Company to review and comment upon the form and substance of such disclosure and allow the Company to seek confidential treatment therefor, and in the case of any Member who is employed by the Company or any of its Subsidiaries, in the ordinary course of his or her duties to the Company or any of its Subsidiaries. This Section 12.04 will not apply to the GM Investor, any A-2 Preferred Director or the Common Director.

(b) The terms of this Section 12.04 shall apply to a Member during the time that such Person is a Member and for a period of two (2) years after such Person ceases to be a Member.

12.05 Power of Attorney. Each of the Members does hereby constitute and appoint the Board of Directors and the liquidator with full power to act without the others, as such Member's true and lawful representative and attorney in-fact, in such Member's name, place and stead, solely for the purpose of making, executing, signing, acknowledging and delivering or filing in such form and substance as is approved by the Board of Directors or the liquidator (as the case may be): (a) all instruments, documents and certificates which may from time to time be required by any law to effectuate, implement and continue the valid and subsisting existence of the Company, or to qualify or continue the qualification of the Company in the State of Delaware and in all jurisdictions in which the Company may conduct business or own property, and any amendment to, modification to, restatement of or cancellation of any such instrument, document or certificate, and (b) all conveyances and other instruments, documents and certificates which may be required to effectuate the dissolution and termination of the Company approved in accordance with the terms of this

Agreement. The powers of attorney granted herein shall be deemed to be coupled with an interest, shall be irrevocable, and shall survive the death, disability, incompetency, bankruptcy, insolvency or termination of any Member and the Transfer of all or any portion of such Member's Shares, and shall extend to such Member's heirs, successors, assigns, and personal representatives.

12.06 **Notices**. Notices shall be addressed and delivered:

(a) If to the Company, to:

GM Cruise Holdings LLC
1201 Bryant Street
San Francisco, CA 94103
Attention: Matt Gipple
Geoff Richardson
Email: mgipple@getcruise.com
geoff.richardson@getcruise.com

with copies to:

General Motors Holdings LLC
300 GM Renaissance Center
Mail Code: 482-C22-A68
Detroit, Michigan, 48265
Attention: Deputy General Counsel, Commercial, TaaS, Regulation & Litigation
Email: ann.cathcartchaplin@gm.com

and

Kirkland & Ellis LLP
601 Lexington Avenue
New York, NY 10016
Facsimile: (212) 446-4900
Attention: Peter Martelli
Jonathan L. Davis
Email: Peter.Martelli@kirkland.com
Jonathan.Davis@kirkland.com

(b) If to a Member, to such Member or his personal representative at his or their last address known to the Company as disclosed on the records of the Company. Notices shall be in writing and shall be sent by facsimile or pdf e-mail (if promptly confirmed by personal delivery, telephone call or mail), by mailed postage prepaid, registered or certified, by United States mail, return receipt requested, by nationally recognized private courier or by personal delivery. Notices

shall be effective, (i) if sent by facsimile or pdf e-mail, on the day sent, if sent before 5:00 p.m. New York, New York time, or on the next Business Day, if sent after 5:00 p.m. New York, New York time, in each case, subject to acknowledgement of receipt (not to be unreasonably withheld, conditioned or delayed), (ii) if sent by nationally recognized private courier, on the next Business Day, (iii) if mailed, three (3) Business Days after mailing or (iv) if personally delivered, when delivered.

12.07 **Facsimile and E-Mail**. This Agreement, the agreements referred to herein, and each other agreement or instrument entered into in connection herewith or therewith or contemplated hereby or thereby, and any amendments hereto or thereto, to the extent signed and delivered by means of a facsimile machine or electronic transmission in portable document format ("pdf"), shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. At the request of any party hereto or to any such agreement or instrument, each other party hereto or thereto shall re-execute original forms thereof and deliver them to all other parties hereto. No party hereto or to any such agreement or instrument shall raise the use of a facsimile machine or electronic transmission in pdf to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or electronic transmission in pdf as a defense to the formation or enforceability of a contract and each such party forever waives any such defense. The words "writing", "written" and comparable terms contained in this Agreement refer to printing, typing and other means of reproducing words (including electronic media or transmission) in visible form.

12.08 **Amendment**. Subject to Sections 5.12, 5.13 and 6.13(a), this Agreement may be amended, modified, or waived only by the approval of both a Majority of the Members and the Board of Directors.

12.09 **Tax and Other Advice** . Each Member has had the opportunity to consult with such Member's own tax and other advisors with respect to the consequences to such Member of the purchase, receipt or ownership of the Shares, including the tax consequences under federal, state, local, and other income tax laws of the United States or any other country and the possible effects of changes in such tax laws. Such Member acknowledges that none of the Company, its Subsidiaries, Affiliates, successors, beneficiaries, heirs and assigns and its and their past and present directors, officers, employees, and agents (including their attorneys) makes or has made any representations or warranties to such Member regarding the consequences to such Member of the purchase, receipt or ownership of the Shares, including the tax consequences under federal, state, local and other tax laws of the United States or any other country and the possible effects of changes in such tax laws.

12.10 **Acknowledgments**. Upon execution and delivery of a counterpart to this Agreement or a joinder to this Agreement, each Member (including any of its successors or assigns, each Assignee and each Additional Member) shall be deemed to acknowledge to the Company as follows: (i) the determination of such Member to acquire Shares pursuant to this Agreement or any other

agreement has been made by such Member independent of any other Member and independent of any statements or opinions as to the advisability of such purchase or as to the properties, business, prospects or condition (financial or otherwise) of the Company and its Subsidiaries which may have been made or given by any other Member or by any agent or employee of any other Member, (ii) no other Member has acted as an agent of such Member in connection with making its investment hereunder and that no other Member shall be acting as an agent of such Member in connection with monitoring its investment hereunder, (iii) each of the GM Investor and GM Parent has retained Kirkland & Ellis LLP in connection with the transactions contemplated hereby and expect to retain Kirkland & Ellis LLP as legal counsel in connection with the management and operation of the investment in the Company and its Subsidiaries, (iv) Kirkland & Ellis LLP is not representing and will not represent any other Member in connection with the transactions contemplated hereby or any dispute which may arise between the GM Investor, on the one hand, and any other Member, on the other hand, (v) such Member will, if it wishes counsel on the transactions contemplated hereby, retain its own independent counsel, (vi) Kirkland & Ellis LLP may represent the GM Investor, GM Parent and/or the Company in connection with any and all matters contemplated hereby (including any dispute between the GM Investor, GM Parent and/or the Company, on the one hand, and any other Member, on the other hand) and (vii) Kirkland & Ellis LLP has represented and may represent the Company on matters affecting the Company and its Subsidiaries, and such Member waives any conflict of interest in connection with all such representations by Kirkland & Ellis LLP.

12.11 Miscellaneous.

(a) Descriptive Headings. The article or section titles or captions contained in this Agreement are for convenience only and shall not be deemed a part of this Agreement.

(b) Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law and references to any law shall include all statutory and regulatory provisions consolidating, amending, replacing, supplementing or interpreting such law, but if any provision of this Agreement shall be unenforceable or invalid under applicable law in any jurisdiction or with respect to any Member, such provision shall be ineffective only to the extent of such unenforceability or invalidity and shall not affect the enforceability of any other provision in such jurisdiction or the enforcement of the entirety of this Agreement in any other jurisdiction or with respect to any other Member, but this Agreement will be reformed, construed and enforced in such jurisdiction and with respect to the applicable Member as if such invalid or unenforceable provision had never been contained herein. Notwithstanding the foregoing, if any court determines that any of the covenants or agreements set forth in this Agreement are overbroad under applicable law in time, geographical scope or otherwise, the Members specifically agree and authorize such court to rewrite this Agreement to reflect the maximum time, geographical and/or other restrictions permitted under applicable law to be reasonable and enforceable.

(c) Waiver. The failure of any Person to insist in one or more instances on performance by another Person of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof shall not be construed as a waiver of any right granted hereunder or of the future performance of any obligation, condition or other term of this Agreement in strict accordance with the provisions hereof, and no waiver with respect thereto shall be effective unless contained in a writing signed by or on behalf of the waiving party. The remedies in this Agreement shall be cumulative and are not exclusive of any other remedies provided by law.

(d) Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, representatives, successors and permitted assigns. Notwithstanding the foregoing or anything in this Agreement to the contrary, none of the Members may, without the prior written approval of the Board of Directors, assign or delegate any of his, her or its rights or obligations under this Agreement to any Person other than a Permitted Transferee (provided that, for clarity, SoftBank may not assign its obligations in Section 2.02(c)(i)); provided, however that the foregoing shall not prohibit or otherwise affect the ability of a Member to effect a Transfer of Shares in accordance with this Agreement.

(e) Entire Agreement. This Agreement (including the appendices, exhibits and schedules attached hereto, which are hereby incorporated herein by reference) and the other agreements referred to in or contemplated by this Agreement constitute the entire agreement of the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements, negotiations or representations with respect to the subject matter hereof and thereof.

(f) Governing Law. This Agreement shall be governed by the laws of the State of Delaware, including the Act, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Delaware.

(g) Construction. The parties hereto acknowledge and agree that each has negotiated and reviewed the terms of this Agreement, assisted by such legal and tax counsel as they desired, and has contributed to its revisions. The parties hereto further agree that the rule of construction that any ambiguities are resolved against the drafting party will be subordinated to the principle that the terms and provisions of this Agreement will be construed fairly as to all parties hereto and not in favor of or against any party. The word “including” and other words of similar import means “including, without limitation” and where specific language is used to clarify by example a general statement contained herein, such specific language shall not be deemed to modify, limit or restrict in any manner the construction of the general statement to which it relates. All pronouns shall be deemed to refer to the masculine, feminine, neuter, singular or plural, as the identity of the Person may require in the context thereof. The words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Agreement as a whole, and not to any particular section, subsection, paragraph, subparagraph or clause contained in this Agreement. Any law, statute, rule or regulation defined or referred to herein means such law, statute, rule or regulation

as from time to time amended, modified or supplemented. The terms "$" and "dollars" means United States Dollars. A reference herein to this Agreement refers to this Agreement as it may hereafter be amended, modified, extended, restated or replaced from time to time in accordance with the provisions hereof and a reference to any other agreement refers to such other agreement as it may hereafter be amended, modified, extended, restated or replaced from time to time in accordance with the provisions thereof and the applicable limitations (if any) set forth in this Agreement. With respect to any matter requiring the approval, decision, determination or consent of any Person(s) hereunder (including the Members and the Board of Directors), if no other standard for granting, denying or making such approval, decision, determination or consent is provided in this Agreement, such approval, decision, determination or consent shall be made by such Person(s) in their sole discretion.

(h) Venue; Waiver of Jury Trial . This Agreement has been executed and delivered in and shall be deemed to have been made in Delaware. Each Member agrees to the exclusive jurisdiction of any state or federal court within Delaware, with respect to any claim or cause of action arising under or relating to this Agreement (provided that any order from any such court may be enforced in any other jurisdiction), and waives personal service of any and all process upon it, and consents that all services of process be made by registered mail, directed to it at its address as set forth in Section 12.06, and service so made shall be deemed to be completed when received. Each Member waives any objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder. Nothing in this paragraph shall affect the right to serve legal process in any other manner permitted by law. EACH OF THE PARTIES HERETO (INCLUDING EACH MEMBER) IRREVOCABLY WAIVES ALL RIGHT TO A TRIAL BY JURY IN ANY SUIT, ACTION OR OTHER PROCEEDING INSTITUTED BY OR AGAINST SUCH PARTY IN RESPECT OF ITS, HIS OR HER OBLIGATIONS HEREUNDER.

(i) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(j) Third Parties. The agreements, covenants and representations contained herein are for the benefit of the Company and the Members and are not for the benefit of any third parties, including any creditors of the Company, except to the extent that any other Person is expressly granted any rights under this Agreement.

12.12 Title to Company Assets. Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. Legal title to any or all Company assets may be held in the name of the Company or one or more nominees, as the Board of Directors may determine. The Board of Directors hereby declares and warrants that any Company assets for which legal title is held in the name of any nominee shall be held in trust by such nominee for the use and benefit of the Company in accordance with the provisions of this Agreement. All Company assets shall be

recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held.

12.13 **Creditors**. None of the provisions of this Agreement shall be for the benefit of or enforceable by any non-Member creditors of the Company or any of its Affiliates, and no non-Member creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Distributions, capital or property or the rights of the Board of Directors to require Capital Contributions other than as a secured creditor. Notwithstanding anything to the contrary in this Agreement, any Member who is, or whose Affiliates are, a creditor or lender of the Company or its Subsidiaries (including a trade creditor pursuant to any Commercial Agreement) shall be entitled to exercise all of its rights as a creditor of lender of the Company or its Subsidiaries, as set forth in the applicable credit document or other agreement between such Member (or its Affiliates) and the Company or its Subsidiaries, or otherwise available to such Member (or its Affiliates) in such capacity. Without limiting the generality of the foregoing, any such Member (or its Affiliates), in exercising its rights as a creditor or lender, will have no duty to consider (i) its or its Affiliates' status as a direct or indirect equity owner of the Company or its Subsidiaries, (ii) the interests of the Company or its Subsidiaries, or (iii) any duty it or any of its Affiliates may have hereunder or otherwise to any other Member, except as may be required under the applicable credit or other documents or by commercial law applicable to creditors generally.

12.14 **Remedies**. The Company and the Members shall be entitled to enforce their respective rights under this Agreement specifically, to recover damages by reason of any breach of any provision of this Agreement (including costs of enforcement) and to exercise any and all other rights at law or at equity existing in their respective favor. The Company and each Assignee and Member further agrees and acknowledges that money damages shall not be an adequate remedy for any breach of the provisions of this Agreement (and thus waive as defense that there is an adequate remedy at law), and that, accordingly, the Company or any Member shall, in the event of any breach or threatened breach of this Agreement, be entitled (without posting a bond or other security) to seek an injunction or injunctions to prevent or restrain threatened breaches of, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations under this Agreement. The Company and each Member and Assignee hereby waives any right to claim that specific performance should not be ordered to prevent or remedy a breach or threatened breach of this Agreement, and agrees not to raise any objections on the basis that a remedy at laws would be adequate or on any other basis, (a) to the availability or appropriateness of the equitable remedy of specific performance, or (b) to the rights of the Company and the Members to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of this Agreement. The remedies in this Agreement shall be cumulative and are not exclusive of any other remedies provided by law.

12.15 **Time is of the Essence; Computation of Time**. Time is of the essence for each and every provision of this Agreement. Whenever the last day for the exercise of any privilege or the discharge of any duty hereunder shall fall upon a day other than a Business Day, the party having such privilege or duty may exercise such privilege or discharge such duty on the next succeeding day which is a Business Day.

12.16 **Notice to Members of Provisions**. By executing this Agreement (in its current or prior form), each Member acknowledges that it has actual notice of (i) all of the provisions hereof (including the restrictions on transfer set forth in Article IX) and (ii) all of the provisions of the Certificate of Formation.

12.17 **Further Assurances**. In connection with this Agreement and the transactions contemplated hereby, each Member shall execute and deliver any additional documents and instruments and perform any additional acts that may be necessary to effectuate and perform the provisions of this Agreement and those transactions.

12.18 **Termination**. Upon consummation of an IPO or a Sale of the Company, this Agreement will be terminated (and replaced, in the case of an IPO, by a suitable replacement stockholders' agreement as reasonably determined by the Board of Directors immediately prior to the IPO) and each of the Members will be fully, finally and forever discharged and released from any and all agreements, terms, covenants, conditions, representations, warranties and other obligations arising under this Agreement and all rights and benefits of the Members arising under this Agreement shall be fully, finally and forever terminated and extinguished; provided, that Article VII, Article XI and this Article XII (and, solely in the case of a Sale of the Company, Section 9.08 to the extent any obligations thereunder have not been fully performed) shall survive and continue to apply in accordance with the their terms.

Appendix I

For the purposes of this Agreement:

(a) "**2018/2019 Incentive Plan**" shall mean that employee incentive plan as established in accordance with the terms and conditions of the plan set forth on Section 5.2 of the Disclosure Letter to the SoftBank Purchase Agreement, as the same may be amended from time to time.

(b) "**A-1-A Preferred Share Conversion Ratio**" shall mean a multiple (which, for the avoidance of doubt, unless, and solely to the extent, Section 2.02(d)(ii) applies, may not be less than one (1)) equal to (i) the sum of the Class A-1-A Preferred Unpaid Return and the Class A-1-A Preferred Capital Value divided by (ii) $10 (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event).

(c) "**A-1-B Preferred Share Conversion Ratio**" shall mean a multiple (which, for the avoidance of doubt, may not be less than one (1)) equal to (i) the sum of the Class A-1-B Preferred Unpaid Return and the Class A-1-B Preferred Capital Value divided by (ii) $15.15 (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event).

(d) "**Affiliate**" shall mean, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such Person, and the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through voting securities, by contract or otherwise. Notwithstanding the foregoing or anything in this Agreement to the contrary, (i) none of the Members shall be deemed to be an "Affiliate" of any other Member solely by virtue of owning Shares, (ii) none of the Members shall be deemed to be an "Affiliate" of the Company and (iii) neither the Company nor any of its Subsidiaries shall be deemed to be an "Affiliate" of any of the Members or any of their Affiliates.

(e) "**Agreement**" shall mean this Fourth Amended and Restated Limited Liability Company Agreement, including all appendices, exhibits and schedules hereto, as it may be amended, supplemented or otherwise modified from time to time.

(f) "**AGSA**" shall mean the Administrative and General Services Agreement entered into between GM and the Company dated as of June 28, 2018.

(g) **"Applicable ABAC Laws"** means all laws and regulations applying to the Company, any of its Subsidiaries or an Associated Person of either the Company or any of its Subsidiaries prohibiting bribery or some other form of corruption, including fraud and tax evasion.

(h) "**Applicable AML Laws**" means all laws and regulations applying to the Company, any of its Subsidiaries or an Associated Person of either the Company or any of its Subsidiaries prohibiting money laundering, including attempting to conceal or disguise the identity of illegally obtained proceeds.

(i) "**Applicable Trade Laws**" means all import and export laws and regulations, including economic and financial sanctions, export controls, anti-boycott and customs laws and regulations applying to the Company, any of its Subsidiaries or an Associated Person of either the Company or any of its Subsidiaries.

(j) "**Associated Person**" means, in relation to a company or other entity, an individual or entity (including a director, officer, employee, consultant, agent or other representative) who or that has acted or performed services for or on behalf of that company or other entity but only with respect to actions or the performance of services for or on behalf of that company or other entity.

(k) "**AVCo Business**" shall have the meaning given to it in the IPMA.

(l) "**Blocked Person**" means any of the following: (a) a Person included in a restricted or prohibited list pursuant to one or more of the Applicable Trade Laws, including any Sanctioned Person; (b) an entity in which one or more Sanctioned Persons has in the aggregate, whether directly or indirectly, a fifty percent (50%) or greater equity interest; or (c) an entity that is controlled by a Sanctioned Person such that the entity, itself, would be considered a Sanctioned Person.

(m) "**Business Day**" shall mean a day other than a Saturday, a Sunday, or any day on which commercial banks New York City, New York, Detroit, Michigan or Tokyo, Japan are permitted to be closed.

(n) "**Call Notice/Optional SoftBank Conversion Notice Fair Market Value**" has the meaning given to it in Exhibit II.

(o) "**Capital Contribution**" shall mean a transfer of money or property by a Member to the Company, either as consideration for Shares or as additional capital without a requirement for the issuance of additional Shares.

(p) "**Cause**" shall mean, with respect to an Employee Member, the definition of "Cause" set forth in such Employee Member's Share Grant Agreement, but will also include a breach of this Agreement by such Employee Member.

(q) "**CFIUS**" means the Committee on Foreign Investment in the United States.

(r) "**Change of Control**" means (i) any "person" or "group" (within the meaning of Sections 13(d) and 14(d) of the Exchange Act) becomes the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities of a Person (the "**Target**"), (ii) any reorganization, merger or

consolidation of a Person, other than a transaction or series of related transactions in which the holders of the voting securities of such Person outstanding immediately prior to such transaction or series of related transactions retain, immediately after such transaction or series of related transactions, at least a majority of the total voting power represented by the outstanding voting securities of such Person or such other surviving or resulting entity, or (iii) a sale, lease or other disposition of a majority of the assets of the Target and its Subsidiaries.

(s) "**Class A-1 Liquidation Preference Amount**" shall mean, as applicable, (i) the sum of the Class A-1-A Preferred Unpaid Return and the Class A-1-A Preferred Capital Value applicable to a Class A-1-A Preferred Share (the " **Class A-1-A Liquidation Preference Amount**"), and (ii) the sum of the Class A-1-B Preferred Unpaid Return and the Class A-1-B Preferred Capital Value applicable to a Class A-1-B Preferred Share (the "**Class A-1-B Liquidation Preference Amount**").

(t) "**Class A-1 Preferred Capital**" shall mean the Class A-1-A Preferred Capital Value and the Class A-1-B Preferred Capital Value (as applicable).

(u) "**Class A-1 Preferred Capital Value**" shall mean the weighted average of the Class A-1-A Liquidation Preference Amount and the Class A-1-B Liquidation Preference Amount, based on the relative numbers of Class A-1-A Preferred Shares and Class A-1-B Preferred Shares.

(v) "**Class A-1 Preferred Member**" shall mean each Person admitted to the Company as a Member and who holds Class A-1-A Preferred Shares and/or Class A-1-B Preferred Shares.

(w) "**Class A-1 Preferred Return**" shall mean, with respect to each Class A-1 Preferred Share, the amount accruing for a particular Quarter on such Class A-1 Preferred Share at the rate of seven percent (7%) per annum, compounded on the last day of such Quarter, on (i) the Class A-1 Preferred Capital of such Class A-1 Preferred Share plus (ii) as the case may be, the Class A-1 Preferred Unpaid Return thereon. In calculating the amount of any Distribution to be made during a period, the portion of the Class A-1 Preferred Return with respect to such Class A-1 Preferred Share for the portion of the Quarterly period elapsing before such Distribution is made shall be taken into account in determining the amount of such Distribution.

(x) "**Class A-1 Preferred Unpaid Return**" shall mean the Class A-1-A Preferred Unpaid Return and the Class A-1-B Preferred Unpaid Return (as applicable).

(y) "**Class A-1-A Preferred Capital Value**" shall mean $10 for each Class A-1-A Preferred Share issued with respect to the SoftBank Commitment, subject to appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event.

(z) "**Class A-1-A Preferred Member**" shall mean each Person admitted to the Company as a Member and who holds Class A-1-A Preferred Shares.

(aa) "**Class A-1-A Preferred Unpaid Return**" shall mean, with respect to any Class A-1-A Preferred Share as of any determination date, an amount not less than zero equal to (i) the aggregate Class A-1 Preferred Return for all prior Quarterly periods on such Class A-1-A Preferred Share as of such date, less (ii) the aggregate amount of cash Distributions made in respect of such Class A-1-A Preferred Share pursuant to Section 3.01(b)(i) and Section 3.01(b)(iii).

(bb) "**Class A-1-B Preferred Capital Value**" shall mean $15.15 for each Class A-1-B Preferred Share issued with respect to the Subsequent SoftBank Commitment, subject to appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event.

(cc) "**Class A-1-B Preferred Member**" shall mean each Person admitted to the Company as a Member and who holds Class A-1-B Preferred Shares.

(dd) "**Class A-1-B Preferred Unpaid Return**" shall mean, with respect to any Class A-1-B Preferred Share as of any determination date, an amount not less than zero equal to (i) the aggregate Class A-1 Preferred Return for all prior Quarterly periods on such Class A-1-B Preferred Share as of such date, less (ii) the aggregate amount of cash Distributions made in respect of such Class A-1-B Preferred Share pursuant to Section 3.01(b)(i) and Section 3.01(b)(iii).

(ee) "**Class A-2 Liquidation Preference Amount**" shall mean the Class A-2 Preferred Capital Value applicable to such Class A-2 Preferred Share.

(ff) "**Class A-2 Preferred Capital Value**" shall mean $10 for each Class A-2 Preferred Share issued with respect to the GM Commitment, subject to appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event.

(gg) "**Class A-2 Preferred Member**" shall mean each Person admitted to the Company as a Member and who holds Class A-2 Preferred Shares.

(hh) "**Class B Floor Amount**" means, with respect to any Class B Common Share, an aggregate amount determined by the Board of Directors in its sole discretion and set forth in the applicable Share Grant Agreement (which such amount may be zero).

(ii) "**Class B Member**" shall mean each Person admitted to the Company as a Member and who holds Class B Common Shares.

(jj) "**Class C Member**" shall mean each Person admitted to the Company as a Member and who holds Class C Common Shares.

(kk) "**Class D Member**" shall mean each Person admitted to the Company as a Member and who holds Class D Common Shares.

(ll) "**Class E Member**" shall mean each Person admitted to the Company as a Member and who holds Class E Common Shares.

(mm) "**Class F Floor Amount**" shall mean, for each Class F New Member, the number of Class F Preferred Shares shown against such Class F New Member's name on **Exhibit III** (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event).

(nn) "**Class F Preferred Member**" shall mean each Person admitted to the Company as a Member and who holds Class F Preferred Shares.

(oo) "**Class F Preferred Member Restricted Person**" shall mean any Person who, either directly or indirectly or through an Affiliate, is a competitor of either (i) the Company or any of its Subsidiaries as reasonably determined by the Board of Directors, or (ii) the GM Investor or any of its Affiliates as reasonably determined by the GM Investor in good faith; provided, however, that a Person who is not otherwise (either directly or indirectly or through an Affiliate) a competitor shall not be deemed a Class F Preferred Member Restricted Person solely as a result of owning, directly or indirectly, less than five percent (5%) of the outstanding capital stock of a publicly traded company that is a competitor of the Company, the GM Investor or any of their respective Affiliates. Class F Preferred Member Restricted Person shall include: (A) those Persons on the list provided to the Class F New Members and SoftBank prior to the execution of the Class F Purchase Agreement and (B) any Person that is developing or commercializing or selling autonomous vehicles for any use.

(pp) "**Class F Liquidation Preference Amount**" shall mean the Class F Preferred Capital Value applicable to such Class F Preferred Share.

(qq) "**Class F Preemptive Proportion**" shall mean an amount, expressed as a decimal equal to (i) the number of Class F Preferred Shares held by such Member as if all such Class F Preferred Shares are deemed converted to Class D Common Shares at the Class F Preferred Share Conversion Ratio divided by (ii) the total number of issued and outstanding Shares of the Company calculated on an as-converted basis as if all Non-A-1 Interests are converted on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and all Class A-1 Preferred Shares are converted in accordance with Section 2.10(b) (excluding, for the purpose of calculating the total number of issued and outstanding Shares of the Company, any Class B Common Share, including any Vested Class B Common Share).

(rr) "**Class F Preferred Capital Value**" shall mean $18.25 for each Class F Preferred Share issued with respect to the Class F Commitment (and any other Class F Preferred Shares issued pursuant to the Class F Purchase Agreement), subject to appropriate and proportional adjustments

to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event.

(ss) "**Class F Preferred Share Conversion Ratio**" shall mean 1:1 (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event).

(tt) "**Class F Trigger Date**" shall mean May 7, 2023; provided, that with respect to a Class F Member, solely in its capacity as a holder of Class F Preferred Shares, such date will be reduced to the Maximum Permitted Lockup Date if such Class F Member can provide evidence reasonably satisfactory to the Company that it is prohibited (across investments in U.S. private companies generally) from agreeing to Transfer restrictions with respect to its holding of shares in private companies that have a duration of at least four (4) years (the "Lockup Evidence"); provided, further, that a reduction in the Class F Trigger Date for a Class F Member with respect to its Class F Preferred Shares will not be applicable to any other Class F Member with respect to its Class F Preferred Shares unless such other Class F Member provides Lockup Evidence. For the purpose of this definition, "**Maximum Permitted Lockup Date**" shall mean the longest period such Class F Member can be subject to the transfer restrictions in Section 9.01(a) taking into account restrictions applicable to its holding of shares in U.S. private companies generally; provided, that in no event shall the Maximum Permitted Lockup Date be sooner than May 7, 2021.

(uu) "**Code**" shall mean the Internal Revenue Code of 1986, as amended.

(vv) "**Commercial Agreements**" shall have the meaning given to "Commercial Agreements" in the SoftBank Purchase Agreement.

(ww) "**Commitments**" shall mean, collectively, the GM Commitment, the SoftBank Commitment, the Subsequent SoftBank Commitment, the Honda Commitment, the Class F Commitment and any additional commitment from an existing or new Investor (which, in each case, represents (or in the case of any additional commitments, will represent) the aggregate amount of Capital Contributions that such Investor has committed (or in the case of any additional commitments, will commit) to make to the Company in exchange for the issuance of Shares and subject in all respects to the terms and conditions set forth in this Agreement and the SoftBank Purchase Agreement, Honda Purchase Agreement, the Class F Purchase Agreement or the applicable subscription agreement, as applicable).

(xx) "**Common Shares**" shall mean, collectively, the Class B Common Shares, Class C Common Shares, Class D Common Shares and Class E Common Shares.

(yy) "**Control Period**" shall mean the period from the date of this Agreement until the earlier of (i) the consummation of an IPO, and (ii) the date on which the GM Investor holds less than fifty percent (50%) of the total number of Shares (on an as-converted basis as if all Non-A-1

Interests are deemed converted (on a Fully Diluted Basis) to Class D Common Shares on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and all Class A-1 Preferred Shares are deemed converted to Class D Common Shares pursuant to Section 2.10(b)).

(zz) "**Covered Person**" shall mean a Person who is or was (i) a Member or a Director, Officer, director, shareholder, partner, member, trustee, investment adviser, fiduciary or beneficiary of the Company or any Subsidiary of the Company or of a Member, or (ii) a director, officer, shareholder, partner, trustee, fiduciary or beneficiary of another Person serving as such at the request of the Company or any Subsidiary of the Company, for the Company's or any of its Subsidiary's benefit.

(aaa) "**Designated Matter**" with respect to a Covered Person shall mean a matter that is or is claimed to be a matter related to his or her duties to the Company, any of its Subsidiaries or any related entity or the performance of (or failure to perform) duties for the Company or any of its Subsidiaries.

(bbb) "**DGCL**" shall mean the State of Delaware General Corporation Law, as amended from time to time.

(ccc) "**Director**" shall mean a Person designated to the Board of Directors pursuant to Section 6.03.

(ddd) "**Distribution**" shall mean each distribution made by the Company to a Member with respect to such Person's Shares, whether in cash, property or securities of the Company and whether by dividend, redemption, repurchase or otherwise; provided, that none of the following shall be deemed a Distribution: (i) any redemption or repurchase by the Company of any securities of the Company in connection with the termination of employment of an employee of the Company or any of its Subsidiaries or otherwise pursuant to a Share Grant Agreement and (ii) any recapitalization, exchange or conversion of Shares, and any subdivision (by share split or otherwise) or any combination (by reverse share split or otherwise) of any outstanding Shares.

(eee) "**EDSA**" shall mean the Engineering and Design Services Agreement entered into between GM Global Technology Operations LLC and the Company dated as of June 28, 2018.

(fff) "**Employee Member**" shall mean a Member who is or was an employee, officer, director, manager or other service provider of the Company or one of its Subsidiaries or who is wholly owned by or is a Family Trust or other similar entity of one or more of the current or former employees, officers, directors, managers or other services providers of the Company or one of its Subsidiaries. Any reference in this Agreement to an Employee Member shall mean, in the case of a Member who is wholly owned by or is a member of the Family Group of one or more of the current or former employees, officers, directors, managers or other service providers of the Company

or one of its Subsidiaries, the current or former employee, officer, director, manager or other service provider of the Company or one of its Subsidiaries, or such Member that is wholly owned or is a member of the Family Group or other similar entity of such Person (regardless of whether such current or former employee, officer, director, manager or other service provider or such wholly owned entity, member of the Family Group or other similar entity is a Member), as the context so requires.

(ggg) "**Equity Securities**" shall mean all forms of equity securities in the Company, its Subsidiaries or their successors (including Shares), all securities convertible into or exchangeable for equity securities in the Company, its Subsidiaries or their successors, and all options, warrants, and other rights to purchase or otherwise acquire equity securities, or securities convertible into or exchangeable for equity securities, from the Company, its Subsidiaries or their successors.

(hhh) "**Equivalent Terms**" shall mean a proposal on terms, including all legal, financial, regulatory and other aspects of such proposal, including termination fee and/or expense reimbursement provisions, conditionality, financing, antitrust, timing, indemnification and post-closing limitations of liability and such other factors, events or circumstances as the Board of Directors considers in good faith to be appropriate, that is (i) reasonably likely to be consummated in accordance with its terms and (ii) at least as favorable to the Transferor(s) pursuant to Section 9.01(a)(vi) as the terms set forth in the ROFR Sale Notice.

(iii) "**Exchange Agreement**" shall mean the Exchange Agreement in the form agreed to by the then existing Members and the Company on the date of the SoftBank Purchase Agreement.

(jjj) "**Fair Market Value**" with respect to securities traded on a stock exchange or over-the-counter market as of any date shall be the mean between the highest and lowest quoted selling prices, or if none, the mean between the bona fide bid and asked prices, on the valuation date, or if the foregoing is not applicable, otherwise determined in a manner not inconsistent with Treasury Regulation §20.2031-2. Fair Market Value of any other assets shall be their fair market value as determined in good faith by the Board of Directors.

(kkk) "**Family Group**" shall mean, for any individual, such individual's current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) and the spouses of such descendants, and any trust, limited partnership, corporation or limited liability company established solely for the benefit of such individual or such individual's current or former spouse, their respective parents, descendants of such parents (whether natural or adopted) or the spouses of such descendants.

(lll) "**Fiscal Year**" shall mean the calendar year.

(mmm) "**Fully Diluted Basis**" shall mean the number of Shares which would be outstanding, as of the date of computation, if all convertible obligations, options, RSUs, warrants and like rights, and other instruments to acquire Shares had been converted or exercised (or, if not

then granted and reserved for grant or issuance, all such obligations, options, RSUs, warrants and other instruments which are so reserved for grant or issuance, calculated in accordance with the treasury method).

(nnn) "**GAAP**" shall mean generally accepted accounting principles applied in the United States.

(ooo) "**GM Affiliated Group**" means the affiliated group of corporations of which GM Parent is the "common parent," within the meaning of Section 1504 of the Code.

(ppp) "**GM Business**" shall have the meaning given to it in the IPMA.

(qqq) "**GM Consolidated Return**" means the consolidated U.S. federal income tax return of GM Parent filed pursuant to Section 1501 of the Code.

(rrr) "**GM Investor**" shall mean (i) GM, (ii) to the extent they are Members, any of Affiliate of GM, and (iii) any other Person not an Affiliate of GM to whom GM or any of its Affiliates have transferred Shares and who has been admitted as a Member of the Company.

(sss) "**GM Parent**" means General Motors Company or, if General Motors Company has merged or consolidated into any other Person (or sold all or substantially all of its assets in any one or a series of related to transactions to such other Person), then the parent company of such other Person.

(ttt) "**Governmental Authority**" shall mean any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state, or local or any agency, instrumentality or authority thereof or any court.

(uuu) "**Honda Call Trigger Date**" means the date on which (i) Honda terminates all of the Honda Commercial Agreements, excluding the Marketing and Network Access Fee Agreement, to which the Company is a party or (ii) the Company and/or GM terminate all of the Honda Commercial Agreements, excluding the Marketing and Network Access Fee Agreement, to which the Company is a party pursuant to the terms and conditions thereof due to a breach of such agreements by Honda.

(vvv) "**Honda CFIUS Approval**" means any of the following: (i) CFIUS shall have concluded that the relevant transaction does not constitute a "covered transaction" and are not subject to review under Section 721 of the U.S. Defense Production Act of 1950; (ii) CFIUS shall have issued a written notification that it has concluded its review (and, if applicable, any investigation) of the notice filed with it in connection with the relevant transaction and determined that there are no unresolved national security concerns with respect to such transactions; (iii) if CFIUS has sent a report to the President of the United States requesting the President's decision with respect to the relevant transaction and either (A) the period under Section 721 of the Defense Production Act of

1950 during which the President may announce his decision to take action to suspend or prohibit the relevant transaction shall have expired without any such action being announced or taken, or (B) the President shall have announced a decision not to take any action to suspend or prohibit the relevant transaction; or (iv) Honda and GM, following consultation with CFIUS, shall have agreed to proceed without filing a formal notice to CFIUS. For the purpose of this definition, "relevant transaction" shall mean the grant to Honda of the rights and obligations granted to its hereunder for which CFIUS Approval is required.

(www) "**Honda Commercial Agreements**" means, collectively, (i) that certain Shared Autonomous Vehicle Development Agreement, dated October 3, 2018, by and among the Company, GM, GM Global Technology Operations LLC, Honda and Honda R&D Co, (ii) that certain ZEV Credit Agreement, dated October 3, 2018, by and between General Motors LLC and American Honda Motor Co., Inc., (iii) the Marketing and Network Access Fee Agreement and (iv) any other agreement that the Company and Honda agree will be a Honda Commercial Agreement.

(xxx) "**Honda Competitively Sensitive Information**" shall mean any information that is determined by the chief executive officer or the chief legal officer of the Company or the Board of Directors (in each case as determined in his, her or its reasonable judgment) to be competitively sensitive with respect to the AVCo Business (which shall include any information of the type identified to Honda prior to the execution of the Honda Purchase Agreement).

(yyy) "**Honda Floor Amount**" shall mean 49,500,000 Class E Common Shares (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event).

(zzz) "**Honda Restricted Person**" shall mean any Person who, either directly or indirectly or through an Affiliate, is a competitor of either (i) the Company or any of its Subsidiaries as reasonably determined by the Board of Directors, or (ii) the GM Investor (or its Affiliates) as reasonably determined by the GM Investor in good faith; provided, however, that a Person shall not be deemed a Honda Restricted Person solely as a result of owning, directly or indirectly, less than five percent (5%) of the outstanding capital stock of a publicly traded company that is a competitor of the Company or the GM Investor (or its Affiliates). Honda Restricted Person shall include: (A) those Persons on the list provided to Honda prior to the execution of the Honda Purchase Agreement and (B) any Person that is developing or commercializing or selling autonomous vehicles for any use.

(aaaa) "**Honda Trigger Date**" shall mean the later of (i) October 3, 2025 and (ii) the termination (or expiration, pursuant to their terms) of all of the Honda Commercial Agreements to which the Company is a party; provided that if any Honda Commercial Agreement was terminated by the Company or GM pursuant to the terms and conditions thereof due to breach by Honda of its obligations thereunder, the Honda Trigger Date will be October 3, 2025.

(bbbb) "**HSR Act**" means the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended, and the rules and regulations promulgated thereunder.

(cccc) "**Indemnity Agreement**" shall mean the Indemnity Agreement entered into between GM and the Company dated the date as of June 28, 2018.

(dddd) "**Independent Director**" shall mean a Director who is not an executive officer or employee of the Company and its Subsidiaries or the GM Investor and who has no relationship which would interfere with the exercise of independent judgment in carrying out the responsibilities of a director.

(eeee) "**Independent Third Party**" shall mean any Person who, immediately before the contemplated transaction, (i) is not a Member (ii) is not an Affiliate of any Member, (iii) is not the spouse or descendent (by birth or adoption) or the spouse of a descendant of any Member, and (iv) is not a trust for the benefit of any Member and/or such other Persons.

(ffff) "**Investors**" shall mean, collectively, the GM Investor, SoftBank, Honda and any other Person that makes an Additional Commitment or acquires Shares in exchange for a Capital Contribution.

(gggg) "**IPMA**" shall mean the Intellectual Property Matters Agreement entered into between GM and the Company dated June 28, 2018.

(hhhh) "**IPO**" shall mean (i) an initial public offering of the Company's, or any parent's or successor entity's, securities of any class (other than debt securities containing no equity features and not convertible into equity securities) in accordance with the provisions of the Securities Act, other than pursuant to a registration statement on Form S-4 or Form S-8 or any similar or successor form, (ii) a distribution of IPO Shares to the stockholders of GM's ultimate parent company pursuant to a Form 10 (or successor form), or (iii) the registration of the resale of IPO Shares by certain Members of the Company pursuant to a Form S-1 (or successor form) filed by the Company.

(iiii) "**Majority of a Committee**" shall mean, with respect to any committee of the Board of Directors, as of any given time, the members of such committee having a majority of the votes of such committee.

(jjjj) "**Majority of the Board**" shall mean as of any given time, the Directors having the right to cast a majority of the votes of the Board of Directors.

(kkkk) "**Majority of the Class A-1 Preferred**" shall mean, as of any given time, the Class A-1 Preferred Members holding a majority of the then outstanding Class A-1 Preferred Shares. For clarity, a written consent, signed by Class A-1 Preferred Members holding a majority of the then outstanding Class A-1 Preferred Shares, shall constitute a Majority of the Class A-1 Preferred.

(llll) "**Majority of the Class A-2 Preferred**" shall mean, as of any given time, the Class A-2 Preferred Members holding a majority of the then outstanding Class A-2 Preferred Shares. For clarity, a written consent, signed by Class A-2 Preferred Members holding a majority of the then outstanding Class A-2 Preferred Shares, shall constitute a Majority of the Class A-2 Preferred.

(mmmm) "**Majority of the Class C Common**" shall mean, as of any given time, the Members holding a majority of the then outstanding Class C Common Shares.

(nnnn) "**Majority of the Class F Preferred**" shall mean, as of any given time, the Members (other than GM and its Affiliates) holding a majority of the then outstanding Class F Preferred Shares (excluding Class F Preferred Shares held by GM and its Affiliates).

(oooo) "**Majority of the Common Shares**" shall mean, as of any given time, the Members holding a majority of the votes of the then outstanding Class F Preferred Shares, Class E Common Shares, Class D Common Shares, Class C Common Shares and Class B Common Shares. For clarity, (i) a written consent, signed by Members holding a majority of the votes of the then outstanding Class F Preferred Shares, Class E Common Shares, Class D Common Shares, Class C Common Shares and Class B Common Shares, shall constitute a Majority of the Common Shares, and (ii) pursuant to Section 5.01, in determining the Majority of the Common Shares each Class B Common Share, each Class D Common Share, each Class E Common Share and each Class F Preferred Shares will carry one (1) vote per Share and each Class C Common Share will carry ten (10) votes per Share.

(pppp) "**Majority of the Members**" shall mean, as of any given time, the Members holding the majority of the voting rights with respect to then outstanding Shares, as such voting rights are allocated pursuant to Section 5.01.

(qqqq) "**Marketing and Network Access Fee Agreement**" means that certain Marketing and Network Access Fee Agreement, dated October 3, 2018, by and between the Company and Honda.

(rrrr) "**Material Non-Public Information**" shall mean any material non-public information (as the same relates to GM Parent), as determined in the discretion of the Company or GM Parent (each acting reasonably and in good faith).

(ssss) "**Member**" shall mean the GM Investor, SoftBank, Honda, The Growth Fund of America, T. Rowe Price Growth Stock Fund, Inc., Seasons Series Trust - SA T. Rowe Price Growth Stock Portfolio, Voya Partners, Inc. - VY T. Rowe Price Growth Equity Portfolio, Brighthouse Funds Trust II - T. Rowe Price Large Cap Growth Portfolio, Lincoln Variable Insurance Products Trust - LVIP T. Rowe Price Growth Stock Fund, Penn Series Funds, Inc. - Large Growth Stock Fund, T. Rowe Price Growth Stock Trust, Sony Master Trust, Prudential Retirement Insurance and Annuity Company, Aon Savings Plan Trust, Caleres, Inc. Retirement Plan, Colgate Palmolive Employees Savings and Investment Plan Trust, Brinker Capital Destinations Trust - Destinations Large Cap

Equity Fund, Alight Solutions LLC 401K Plan Trust, MassMutual Select Funds - MassMutual Select T. Rowe Price Large Cap Blend Fund, Legacy Health Employees' Retirement Plan, Legacy Health, T. Rowe Price Science & Technology Fund, Inc., VALIC Company I - Science & Technology Fund and any other Person that is a Member as of the date hereof and each other Person admitted as a Substituted Member or Additional Member in accordance with this Agreement, but in each case only so long as such Person continually holds any Shares.

(tttt) "**Non-A-1 Interests**" shall mean the Class A-2 Preferred Shares, the Class B Common Shares, the Class C Common Shares, the Class D Common Shares, the Class E Common Shares, the Class F Preferred Shares and any other Equity Securities designated as Non-A-1 Interests by the Board of Directors.

(uuuu) "**Non-A-1 Members**" shall mean the Class A-2 Preferred Members, the Class B Members, the Class C Members, the Class D Members, the Class E Members and the Class F Preferred Members and any other Members designated as Non-A-1 Members by the Board of Directors.

(vvvv) "**OEM Acquisition**" shall mean (i) the GM Investor, together with its Subsidiaries, becoming the "beneficial owner" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of more than fifty percent (50%) of the outstanding voting securities of an automotive OEM having the right to vote for the election of members of the board of directors (or equivalent body) of the automotive OEM or (ii) a sale, lease or other disposition to the GM Investor and its Subsidiaries (collectively) of all or substantially all of the assets of an automotive OEM.

(wwww) "**OEM Investment**" shall mean the acquisition of a material percentage of the outstanding Shares of the Company by any automotive OEM.

(xxxx) "**OEM Restricted Investment**" shall mean the acquisition of a number of Shares of the Company greater than or equal to the lesser of (i) Honda's fully diluted ownership, as of the date of the signing of the definitive agreement for such acquisition, and (ii) 5% of the Shares of the Company (on a Fully Diluted Basis), in each case by any automotive OEM previously identified to Honda prior to the execution of the Honda Purchase Agreement.

(yyyy) "**Optional SoftBank Conversion Share Price**" shall mean the value, per Class A-1 Preferred Share or Class D Common Share (as applicable), calculated as follows:

(i) First, all Non-A-1 Interests shall be deemed converted (on a Fully Diluted Basis) to Class D Common Shares on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and all Class A-1 Preferred Shares are deemed converted to Class D Common Shares pursuant to Section 2.10(b) (collectively the number of Class D Common Shares resulting from the deemed conversion, the "**Total Optional Conversion Shares**"). For clarity, such "deemed" conversion

pursuant to this definition shall solely be for the purposes of calculating the Optional SoftBank Conversion Share Price, and no actual conversion shall occur pursuant to this definition.

(ii) Second, the Optional SoftBank Conversion Share Price shall be: (A) for each Class A-1-A Preferred Share, the Call Notice/Optional SoftBank Conversion Notice Fair Market Value, multiplied by a fraction (1) the numerator of which is the number of Class D Common Shares into which each Class A-1-A Preferred Share of such Class A-1 Preferred Member was deemed converted pursuant to subsection (i) above, and (2) the denominator of which is the Total Optional Conversion Shares; (B) for each Class A-1-B Preferred Share, the Call Notice/Optional SoftBank Conversion Notice Fair Market Value, multiplied by a fraction (1) the numerator of which is the number of Class D Common Shares into which each Class A-1-B Preferred Share of such Class A-1 Preferred Member was deemed converted pursuant to subsection (i) above, and (2) the denominator of which is the Total Optional Conversion Shares; and (C) for each Class D Common Share, the Call Notice/Optional SoftBank Conversion Notice Fair Market Value multiplied by a fraction (1) the numerator of which is such number of Class D Common Shares and (2) the denominator of which is the Total Optional Conversion Shares.

(zzzz) "**Other Party**" shall mean (i) with respect to the Company or any of its Subsidiaries, the GM Investor and (ii) with respect to the GM Investor, the Company.

(aaaaa) "**Per Class A-1 Preferred Share FMV**" shall mean the Standardized FMV (as defined in, and determined in accordance with, Exhibit II) divided by the total outstanding Shares as of the time of the determination of the Call Notice/Optional SoftBank Conversion Notice Fair Market Value as if each Share (on a Fully Diluted Basis) was converted into a Class D Common Share (with Non-A-1 Interests being converted on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and Class A-1 Preferred Shares being converted pursuant to Section 2.10(b)).

(bbbbb) "**Per Class E FMV**" shall mean the Standardized FMV (as defined in, and determined in accordance with, Exhibit II) divided by the total outstanding Shares as of the time of the determination of the Call Notice/Optional SoftBank Conversion Notice Fair Market Value as if each Share (on a Fully Diluted Basis) was converted into a Class D Common Share (with Non-A-1 Interests being converted on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and Class A-1 Preferred Shares being converted pursuant to Section 2.10(b)).

(ccccc) "**Person**" shall mean an individual, a partnership, a corporation, a limited liability company or limited partnership, an association, a joint stock company, a trust, a joint venture, an unincorporated organization, or the United States of America or any other nation, any state or other political subdivision thereof, or any entity exercising executive, legislative, judicial, regulatory or administrative functions of government.

(ddddd) "**Preemptive Proportion**" shall mean, with respect to a holder of Preemptive Shares as of any given time, an amount, expressed as a decimal, equal to (i) the number of Class D Common Shares held by such Member as if all Non-A-1 Interests owned by such holder of Preemptive Shares are deemed converted (on a Fully Diluted Basis) to Class D Common Shares on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and all Class A-1 Preferred Shares held by such holder of Preemptive Shares are converted to Class D Common Shares pursuant to Section 2.10(b), divided by (ii) the Total Conversion Shares (excluding, for the purpose of calculating the Total Conversion Shares, any Class B Common Share, including any Vested Class B Common Share); provided, that, with respect to any Excess New Securities subject to a Supplemental Notice of Intention to Sell pursuant to Section 2.07(e)(ii), the Class F Preferred Shares will not be taken into account in the determination of Preemptive Proportion (including the Total Conversion Shares used therefor).

(eeeee) "**Preemptive Shares**" shall mean each class of Shares other than the Class B Common Shares; provided, that, with respect to any Excess New Securities subject to a Supplemental Notice of Intention to Sell pursuant to Section 2.07(e)(ii), the Class F Preferred Shares will not be Preemptive Shares.

(fffff) "**Prime Rate**" shall mean the prime rate in effect at the time at the New York City offices of Citibank, N.A.

(ggggg) "**Qualified Appraiser**" shall mean a globally recognized investment banking firm; provided, however, if such firm is the third "Qualified Appraiser" referred to in Exhibit II, then it shall not have (i) been engaged for any M&A advisory or other similar services or (ii) served as a lead or co-lead "bookrunner" for a debt or equity issuance in excess of $500,000,000 by or for the GM Investor, SoftBank, SoftBank UK or any Affiliate of the foregoing during the three (3) year period preceding such firm's appointment.

(hhhhh) "**Quarter**" shall mean each calendar quarter.

(iiiii) "**Registrable Equity Securities**" shall mean, at any time, any Equity Securities of the Company, or any corporate successor to the Company by way of conversion, or any of their respective Subsidiaries which effects the IPO held by any Member until (i) a registration statement covering such Equity Securities has been declared effective by the SEC and such Equity Securities have been disposed of pursuant to such effective registration statement, (ii) such Equity Securities are sold under Rule 144 under the Securities Act or (iii) such Equity Securities are otherwise Transferred, the Company has delivered a new certificate or other evidence of ownership for such Equity Securities not bearing the legend required pursuant to this Agreement and such Equity Securities may be resold without subsequent registration under the Securities Act.

(jjjjj) "**Restricted Business**" shall mean, (i) with respect to the Company or any of its Subsidiaries, the GM Business and (ii) with respect to the GM Investor or any of its Subsidiaries, the AVCo Business.

(kkkkk) "**Sale of GM Parent**" shall mean a transaction with an Independent Third Party or group of Independent Third Parties acting in concert, pursuant to which such Person or Persons acquire (the "**GM Acquirer**"), in any single transaction or series of related transactions, (i) more than fifty percent (50%) of the issued and outstanding voting securities of GM Parent (or any surviving or resulting company) or (ii) all or substantially all of the GM Parent's assets determined on a consolidated basis (in either case, whether by merger, consolidation, sale, exchange, issuance, Transfer or redemption of GM Parent's equity securities, by sale, exchange or Transfer of the GM Parent's consolidated assets or otherwise).

(lllll) "**Sale of the Company**" shall mean any transaction or series of related transactions with an Independent Third Party or group of Independent Third Parties acting in concert, pursuant to which such Person or Persons acquire (i) more than fifty percent (50%) of the issued and outstanding Equity Securities or (ii) all or substantially all of the Company's assets determined on a consolidated basis (in either case, whether by merger, consolidation, sale, exchange, issuance, Transfer or redemption of the Company's Equity Securities, by sale, exchange or Transfer of the Company's consolidated assets or otherwise). For clarity, an IPO will not be a Sale of the Company.

(mmmmm) "**Sanctioned Person**" shall mean (i) (A) any Persons identified in the List of Specially Designated Nationals and Blocked Persons, the Foreign Sanctions Evaders List, the E.O. 13599 List, or the Sectoral Sanctions Identifications List, in each case administered by OFAC, and any other sanctions or similar lists administered by any agency of the U.S. Government, including the U.S. Department of State and the U.S. Department of Commerce and (B) any Persons owned or controlled, directly or indirectly, by such Person or Persons; (ii) any Persons identified on any sanctions lists of the European Union, the United Kingdom or any other jurisdiction; (iii) Persons identified on any list of sanctioned parties identified in a resolution of the United Nations Security Council; and (iv) any Persons located, organized or a resident in a Sanctioned Territory.

(nnnnn) "**Sanctioned Territory**" shall mean, at any time, a country or geographic region that is itself the subject or target of any comprehensive Sanctions within the past five years, which includes: Crimea, Cuba, Iran, North Korea, Sudan, and Syria.

(ooooo) "**Sanctions**" shall mean (i) the economic sanctions and trade embargo laws, rules, regulations, and executive orders of the United States, including those administered or enforced from time to time by OFAC or the U.S. Department of State, the International Emergency Economic Powers Act (50 U.S.C. §§1701 et seq.), and the Trading with the Enemy Act (50 App. U.S.C. §§1 et seq.); and (ii) any other similar and applicable economic sanctions and trade embargo laws, rules, or regulations of any foreign Governmental Authority, including but not limited to, the European Union, the United Kingdom, and the United Nations Security Council.

(ppppp) "**SEC**" shall mean the United States Securities and Exchange Commission.

(qqqqq) "**Second Tranche Conditions**" shall mean the following conditions: (i) the SoftBank CFIUS Condition, and (ii) there shall not, at the time of consummation of the transactions contemplated by Section 2.02(c)(i), be in effect and Law or Order (each as defined in the Purchase Agreement) enacted or entered by a Governmental Authority of competent jurisdiction restraining, enjoining or otherwise prohibiting the consummation of the transactions contemplated by Section 2.02(c)(i).

(rrrrr) "**Securities Act**" shall mean the Securities Act of 1933, as amended.

(sssss) "**Share Grant Agreements**" shall mean any written agreement entered into between the Company and any Person issued Class B Common Shares, evidencing the terms and conditions of an individual grant of Class B Common Shares.

(ttttt) "**SoftBank CFIUS Approval**" means any of the following: (i) CFIUS shall have concluded that the relevant transaction does not constitute a "covered transaction" and are not subject to review under Section 721 of the U.S. Defense Production Act of 1950; (ii) CFIUS shall have issued a written notification that it has concluded its review (and, if applicable, any investigation) of the notice filed with it in connection with the relevant transaction and determined that there are no unresolved national security concerns with respect to such transactions; or (iii) if CFIUS has sent a report to the President of the United States requesting the President's decision with respect to the relevant transaction and either (A) the period under Section 721 of the Defense Production Act of 1950 during which the President may announce his decision to take action to suspend or prohibit the relevant transaction shall have expired without any such action being announced or taken, or (B) the President shall have announced a decision not to take any action to suspend or prohibit the relevant transaction. For the purpose of this definition, "relevant transaction" shall mean (i) the grant to SoftBank (and its Affiliates) of the rights and obligations granted to them hereunder for which CFIUS Approval is required, and (ii) the consummation of the transactions contemplated by Section 2.02(c)(i).

(uuuuu) "**SoftBank CFIUS Condition**" shall mean: (i) SoftBank CFIUS Approval has been received and (ii) unless waived by SoftBank, CFIUS shall not have required or imposed any Burdensome Conditions (as defined in the SoftBank Purchase Agreement).

(vvvvv) "**SoftBank Competitively Sensitive Information**" shall mean any information that is determined by the chief executive officer or the chief legal officer of the Company or the Board of Directors (in each case as determined in his, her or its reasonable judgment) to be competitively sensitive with respect to the AVCo Business (which shall include any information of the type identified to SoftBank UK prior to the execution of the SoftBank Purchase Agreement (and subsequently acknowledged and agreed to by SoftBank)).

(wwwww) "**SoftBank Floor Amount**" shall mean the lesser of (i) five percent (5%) of the total outstanding Shares in the Company as of the relevant date, and (ii) eighty percent (80%) of the total outstanding Shares in the Company held by SoftBank as at May 8, 2019 (as deemed adjusted for the Share Split), in each case of (i) and (ii) calculated as if each Share was converted into a Class D Common Share (with Non-A-1 Interests being converted on a 1:1 basis (as adjusted, as necessary, to reflect appropriate and proportional adjustments to take into account any subdivision, reorganization, reclassification, recapitalization, stock split, reverse stock split, combination of shares or similar event) and Class A-1 Preferred Shares being converted pursuant to Section 2.10).

(xxxxx) "**SoftBank Group Corp.**" shall mean SoftBank Group Corp., a corporation incorporated under the laws of Japan.

(yyyyy) "**SoftBank Party**" shall mean (i) any investment fund, investment vehicle or other account that is, directly or indirectly, managed or advised by SB Investment Holdings (UK) Limited or any of its Affiliates, and shall include SoftBank Vision Fund (AIV M2) L.P., a Delaware limited partnership, and SoftBank Vision Fund (AIV S1) L.P., a Delaware limited partnership (each, a "**SoftBank Fund**"), (ii) each Affiliate of each SoftBank Fund, (iii) SoftBank Group Corp. and each Affiliate of SoftBank or SoftBank Group Corp., (iv) each portfolio company of any SoftBank Fund, SoftBank, SoftBank Group Corp. or any of their Affiliates and (v) any Person in which any SoftBank Fund, SoftBank, SoftBank Group Corp. or any of their Affiliates holds a non-controlling and minority position.

(zzzzz) "**SoftBank Purchase Agreement**" shall mean that certain Purchase Agreement, dated as of May 31, 2018, by and among the Company, GM and SoftBank.

(aaaaaa) "**SoftBank Restricted Person**" shall mean any Person who, either directly or indirectly or through an Affiliate, is a competitor of either (i) the Company or any of its Subsidiaries as reasonably determined by the Board of Directors, or (ii) the GM Investor (or its Affiliates) as reasonably determined by the GM Investor in good faith; provided, however, that a Person shall not be deemed a SoftBank Restricted Person solely as a result of owning, directly or indirectly, less than five percent (5%) of the outstanding capital stock of a publicly traded company that is a competitor of the Company or the GM Investor (or its Affiliates). SoftBank Restricted Person shall include: (A) those Persons on the list provided to SoftBank prior to the execution of the SoftBank Purchase Agreement and (B) any Person that is developing or commercializing or selling autonomous vehicles for any use.

(bbbbbb) "**SoftBank Trigger Date**" shall mean June 28, 2025.

(cccccc) "**Subsidiary**" shall mean with respect to any Person, any corporation, partnership, limited liability company, association or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that

Person or a combination thereof or (ii) if a partnership, limited liability company, association or other business entity, a majority of the partnership or other similar ownership interest thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For the purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, limited liability company, association or other business entity if such Person or Persons shall be allocated a majority of partnership, limited liability company, association or other business entity gains or losses or shall be or control or have the right to appoint, as the case may be, the managing director, manager, board of advisors, a company or other governing body of such partnership, limited liability company, association or other business entity by means of ownership interest, agreement or otherwise.

(dddddd) "**Technical Information**" shall mean all information of the Company or any of its Subsidiaries that is related to the technology, intellectual property, data, know-how, software, trade secrets, hardware, algorithms, technical processes, source code, and any other information that could reasonably enable a third party to reverse engineer any of the foregoing; provided, that Technical Information shall not include information pertaining to the performance and general characteristics of the technology, software, and hardware of the Company or any of its Subsidiaries.

(eeeeee) "**Transaction Documents**" shall mean this Agreement, the SoftBank Purchase Agreement, the IPMA, the EDSA, the AGSA, the Indemnity Agreement and the Share Grant Agreements entered into in connection herewith.

(ffffff) "**Transfer**" shall mean any transfer, sale, assignment, pledge, encumbrance or other disposition, directly or indirectly (including by merger or sale of equity in any direct or indirect holding company (including a corporation) or otherwise), irrespective of whether any of the foregoing are effected voluntarily or involuntarily, by operation of law or otherwise, or whether inter vivos or upon death.

(gggggg) "**Treasury Regulations**" shall mean the income tax regulations promulgated under the Code and effective as of the date hereof.

(hhhhhh) "**Unvested Class B Common Share**" shall mean any such Class B Common Share that, under the provisions of the Share Grant Agreement applicable to such Class B Common Share, is not a Vested Class B Common Share.

(iiiiii) "**Vested Class B Common Share**" shall mean, as of any time of determination, any Class B Common Share that is vested pursuant to the terms of the Share Grant Agreement applicable to such Class B Common Share and this Agreement.

Other defined terms are contained in the following sections of this Agreement:

Defined Term	**Section Where Found**
A-1-B Antitrust Approvals	Section 2.02(b)(i)

Defined Term	Section Where Found
A-2 Preferred Directors	Section 6.03(a)
Acceptance Period	Section 2.07(a)
Accounting Firm	Section 4.03(f)
Acquired Person	Section 11.02(b)(v)
Act	Section 1.02
Additional Member	Section 9.04(b)
Admission Date	Section 9.03(c)
Advance Notice	Section 2.02(c)(i)
Aggregate Company Hypothetical Pre-Deconsolidation Tax Amount	Section 4.03(n)(i)
Amended Tag Notice	Section 9.07(c)
Applicable FMV Parties	Exhibit II
Assignee	Section 9.03(a)
Binding Transaction Agreement	Section 9.01(a)(vi)
Board Observers	Section 6.04
Board of Directors	Section 6.01(a)
Call Notice	Section 9.12(b)
Cash Election	Section 9.13(b)
CD Notice	Section 2.02(c)(i)
Certificated Shares	Section 2.08
Chairman	Section 6.03(b)
Class A-1 Preferred Shares	Section 2.01(a)
Class A-1/D Purchase	Section 9.12(a)
Class A-1-A Liquidation Preference Amount	Appendix I
Class A-1-A Preferred Shares	Section 2.01(a)
Class A-1-B Liquidation Preference Amount	Appendix I
Class A-1-B Preferred Shares	Section 2.01(a)
Class A-2 Preferred Shares	Section 2.01(a)
Class B Common Shares	Section 2.01(a)
Class C Common Shares	Section 2.01(a)
Class D Common Shares	Section 2.01(a)
Class E Common Shares	Section 2.01(a)
Class E Purchase	Section 9.12(b)
Class F Commitment	Section 2.04(b)
Class F Preferred Shares	Section 2.01(a)
Class F Purchase Agreement	Recitals
Commercial Deployment	Section 2.02(b)(i)
Common Director	Section 6.03(a)
Company	Preamble; Section 12.03
Company Hypothetical Pre-Deconsolidation Tax Amount	Section 4.03(n)(ii)
Company's Notice of Intention to Sell	Section 2.07(a)
Cure Period	Section 2.02(c)(ii)
Deconsolidation	Section 4.03(n)(iii)

Defined Term	Section Where Found
Deemed Liquidation Event	Section 3.02(b)
Drag Percentage	Section 9.09(a)
Drag-Along Notice	Section 9.09(a)
Drag-Along Sale Transaction	Section 9.09(a)
Dragees	Section 9.09(a)
Emergency Meeting	Section 6.11
Entity	Section 9.10(c)
Equity Awards	Section 2.03(a)
Excess New Securities	Section 2.07(a)
Excess NOL Tax Increase	Section 4.03(n)(iv)
Excluded Transfer	Section 9.01(a)(iv)
Exempt Class F Transfer	Section 9.02(a)
Exempt Employee Member Transfer	Section 9.02(a)
Exempt Honda Transfer	Section 9.02(a)
Exempt SoftBank Transfer	Section 9.02(a)
FAW-GM	Section 11.01(a)
First A&R Agreement	Recitals
GM	Preamble
GM Acquirer	Appendix I
GM Commitment	Section 2.02(e)
GM Consolidated Group	Section 4.03(n)(v)
GM Consolidated Return	Section 4.03(n)(v)
GM Cruise Holdings LLC	Section 1.03
GM ROFR Date	Section 9.01(a)(vi)
GM ROFR Notice	Section 9.01(a)(vi)
Holder Shares	Exhibit I
Honda	Preamble
Honda Board Observer	Section 6.04
Honda Call Notice	Section 9.12(b)
Honda Commitment	Section 2.04
Honda Purchase Agreement	Recitals
Honda R&D Co	Section 6.05
Hypothetical Deconsolidated Company NOL Amount	Section 4.03(n)(vii)
Incremental GM Tax Amount	Section 4.03(n)(viii)
IP Upsized FMV	Exhibit II
IP Upsizing	Exhibit II
IPO Shares	Section 9.10(a)
IPO Shortfall	Section 6.13(d)
IRS	Section 4.02
Joinder	Exhibit I
LLC Agreement	Section 12.03
Low-Vote IPO Shares	Section 9.10(b)

Defined Term	Section Where Found
Member Group Persons	Section 5.08(a)
Members Schedule	Section 2.01(b)
New Securities	Section 2.07(a)
NOL Deficit Amount	Section 4.03(n)(ix)
Non-Compete Period	Section 11.02(a)
Officers	Section 6.15
Optional SoftBank Conversion Notice	Section 9.13(a)
Optional SoftBank Conversion Purchase	Section 9.13(c)
Options	Section 2.03(a)
Original Agreement	Recitals
Original Closing Date	Recitals
Other Business	Section 5.08(a)
Other Tax Credits	Section 4.03(n)(x)
Par Securities	Section 6.13(c)
Participation Members	Section 9.07(a)
PATAC	Section 11.01(a)
Payment Period	Section 2.02(c)(i)
Permitted Transferee	Section 9.02(b)
Proceeding	Section 7.02(a)
R&D Tax Credits	Section 4.03(n)(xi)
ROFR Notice	Section 9.01(a)(vi)
ROFR Offered Shares	Section 9.01(a)(vi)
RSUs	Section 2.03(a)
Second A&R Agreement	Recitals
Section 59(e) Benefit Amount	Section 4.03(n)(xii)
Section 59(e) Detriment Amount	Section 4.03(n)(xiii)
Section 59(e) Election	Section 4.03(d)
Senior Securities	Section 2.02(d)(iv)
SGM	Section 11.01(a)
Share and/or Shares	Section 2.01(a)
Share Awards	Section 2.03(a)
SoftBank	Recitals
SoftBank Board Observer	Section 6.04
SoftBank Call Notice	Section 9.12(a)
SoftBank Commitment	Section 2.02(a)
SoftBank Director	Section 6.03(a)
SoftBank Fund	Appendix I
Standardized FMV	Exhibit II
State Acts	Section 12.03
Stock Election	Section 9.13(b)
Subsequent SoftBank Commitment	Section 2.02(c)(i)
Subsequent SoftBank Commitment	Section 2.02(c)(i)

Defined Term	Section Where Found
Substituted Member	Section 9.04(a)
Supplemental Notice of Intention to Sell	Section 2.07(a)
SoftBank	Preamble
Tag Notice	Section 9.07(a)
Tagged Shares	Section 9.07(a)
Target	Appendix I
Tax Materials	Section 4.03(m)
Tax Period	Section 4.03(n)(xiv)
Third A&R Agreement	Recitals
Total Optional Conversion Shares	Appendix I
Total Conversion Shares	Section 9.07(a)(i)
Total Tagged Shares	Section 9.07(a)(ii)
Transferor	Section 9.01(a)(vi)
Transferring Holder	Section 9.07(a)

EXHIBIT I

JOINDER TO THE FOURTH AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF GM CRUISE HOLDINGS LLC

THIS JOINDER (this "**Joinder**") to that certain Fourth Amended and Restated Limited Liability Company Agreement, dated as of July 22, 2019, by and among GM Cruise Holdings LLC, a Delaware limited liability company (the "**Company**"), and certain Members of the Company (the "**Limited Liability Company Agreement**"), is made and entered into as of [●], by and between the Company and [●] ("**Holder**"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Limited Liability Company Agreement.

WHEREAS, Holder has acquired certain [*class*] Shares of the Company ("**Holder Shares**") and Holder is required, as a holder of the Holder Shares, to become a party to the Limited Liability Company Agreement, and Holder agrees to do so in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties to this Joinder hereby agree as follows:

1. Agreement to be Bound. Holder hereby agrees that upon execution of this Joinder, it shall become a party to the Limited Liability Company Agreement as a [*class*] Member, and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Limited Liability Company Agreement as though an original party thereto and shall be deemed a holder of Shares of [*class*] and a Member for all purposes thereof.

2. Successors and Assigns. This Joinder shall bind and inure to the benefit of and be enforceable by the Company and its successors and assigns and Holder and any subsequent holders of Shares and the respective successors and assigns of each of them, so long as they hold any Shares.

3. Counterparts. This Joinder may be executed in any number of counterparts (including by facsimile or electronic copy), each of which shall be an original and all of which together shall constitute one and the same agreement.

4. Notices. For purposes of Section 12.06 of the Limited Liability Company Agreement, all notices, demands or other communications to the Holder shall be directed to the address set forth on the signature page hereto for such Holder.

5. Governing Law. All issues and questions concerning the construction, validity, enforcement and interpretation of the Limited Liability Company Agreement, including this Joinder, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Delaware or any other jurisdiction) that would cause the application of the laws of any jurisdiction

other than the State of Delaware. Any dispute relating hereto shall be heard in the state or federal courts of Delaware, and the parties agree to jurisdiction and venue therein.

6. Descriptive Headings. The descriptive headings of this Joinder are inserted for convenience only and do not constitute a part of this Joinder.

IN WITNESS WHEREOF, the parties hereto have executed this Joinder as of the date first above written.

EXHIBIT II

Call Notice/Optional SoftBank Conversion Notice Fair Market Value of the Company

The Call Notice/Optional SoftBank Conversion Notice Fair Market Value of the Company will be the total value, in dollars, of the consideration that would be received by the Members in a sale of one hundred percent (100%) of the Shares (on a Fully Diluted Basis), calculated in accordance with the process, and consistent with the methodologies, set forth below. The calculation of Call Notice/Optional SoftBank Conversion Notice Fair Market Value will consist of two independent valuations, the Standardized FMV and the IP Upsized FMV each calculated, contemporaneously (using the same Qualified Appraisers), in accordance with the process below.

Process

(a) One Qualified Appraiser shall be selected by the GM Investor and the other Qualified Appraiser shall be selected by the Majority of the Class A-1 Preferred (such Members, the "**Applicable FMV Parties**").

(b) Each of the Qualified Appraisers so selected by the Applicable FMV Parties must be engaged by the Applicable FMV Parties within fifteen (15) days of the delivery of the Call Notice or Optional SoftBank Conversion Notice (as applicable) and the Board of Directors shall, within one (1) Business Day of delivery of the Call Notice or Optional SoftBank Conversion Notice (as applicable), notify each of the Applicable FMV Parties of such event.

(c) Each Qualified Appraiser shall be (i) required to determine the Call Notice/Optional SoftBank Conversion Notice Fair Market Value within forty-five (45) days after being notified of its selection, (ii) provided with the same access to the management of the Company and its Subsidiaries and the same source documents, books and records (including financial and operating data) and information regarding the Company and its Subsidiaries and (iii) required to determine a single point estimate of Call Notice/Optional SoftBank Conversion Notice Fair Market Value and not a range of values.

(d) Following each Qualified Appraiser's determination of Call Notice/Optional SoftBank Conversion Notice Fair Market Value (which determination shall be provided to each Applicable FMV Party together with a customary valuation report setting forth in reasonable detail such Qualified Appraiser's calculation of Call Notice/Optional SoftBank Conversion Notice Fair Market Value prepared consistently with the methodologies set forth below), (i) if the lower of the two determinations by the two Qualified Appraisers is within ten percent (10%) of the higher of the determinations, then the Call Notice/Optional SoftBank Conversion Notice Fair Market Value shall be the average of the two determinations, and will be final and binding on the relevant parties or (ii) if the lower of the two determinations is not within ten percent (10%) of the higher of the determinations, then (A) the Applicable FMV Parties shall negotiate in good faith for a period of thirty (30) days (or such longer period as to which the Applicable FMV Parties may mutually agree)

to agree upon the Call Notice/Optional SoftBank Conversion Notice Fair Market Value, any such agreement to be made by each Applicable FMV Party and to be set forth in writing signed by each of the Applicable FMV Parties (and any such agreement will be final and binding on the relevant parties), and (B) if no such agreement is reached by the Applicable FMV Parties within such thirty (30)-day time period, then a third Qualified Appraiser (acting as expert and not arbitrator) that is selected (within fifteen (15) days following the expiration of the thirty (30)-day time period for good faith negotiations) by mutual agreement of the original two Qualified Appraisers will determine its own valuation of the Call Notice/Optional SoftBank Conversion Notice Fair Market Value in accordance with the methodologies set forth below within forty-five (45) days following its appointment and the Call Notice/Optional SoftBank Conversion Notice Fair Market Value will be the average of (1) such third Qualified Appraiser's determination of the Call Notice/Optional SoftBank Conversion Notice Fair Market Value and (2) the valuation of the original Qualified Appraiser that is numerically closest to the third Qualified Appraiser's valuation.

(e) The third Qualified Appraiser shall have the same access to the Company, its Subsidiaries, their employees and officers and the source documents, books and records (including financial and operating data) and information as the original Qualified Appraisers.

(f) Each Applicable FMV Party will bear the cost of the Qualified Appraiser selected by it and one-half of the cost of any third Qualified Appraiser that may be required in accordance with the preceding sentence (and, if an Applicable FMV Party consists of more than one Member, then such costs will be shared equally by such Members).

Methodologies

In calculating Call Notice/Optional SoftBank Conversion Notice Fair Market Value, each Qualified Appraiser will utilize customary valuation methodologies in their respective professional judgments, subject to such instructions mutually agreed by the Applicable FMV Parties within ten (10) days following the selection of the initial Qualified Appraisers, which shall include at a minimum the following:

(a) The Qualified Appraisers shall take into consideration the Company's and its Subsidiaries' historic financial and operating results, current balance sheet, future business prospects and projected financial and operating results, public market and industry conditions, prior financing transactions and the valuation of the Company as of such transaction (if the same is considered relevant, and requested, by the Qualified Appraisers), the valuation and performance of comparable companies and such other factors as they may determine relevant to such determination, in each case as existing as of the date the appraisal process was initiated;

(b) The future business prospects and projected financial and operating results of the Company and its Subsidiaries provided to the Qualified Appraisers shall (i) be prepared by the Company's management in good faith based on assumptions consistent with those used in the Company's ordinary course forecasting, (ii) if the projected financial and operating results of the

Company and its Subsidiaries provided to the Qualified Appraisers cover a period of ten (10) years or less, and the Qualified Appraisers so request, be extended (in the case of the projected financial and operating results) for reasonable period exceeding ten (10) years, and (iii) take into account, consistent with the Company's ordinary course forecasting and subject to the restrictions in Article XI (except as otherwise expressly stated in this Exhibit II in connection with the IP Upsizing), the scope of the intellectual property portfolio of the Company and its Subsidiaries. SoftBank will have opportunity to review the future business prospects and projected financial and operating results for a reasonable period of time (not to exceed ten (10) days) before such projections are submitted to the Qualified Appraisers and to discuss such projections with the Company.

(c) The Qualified Appraisers shall value the Company as a going concern, including taking into consideration the remainder of the term, if any, of the Commercial Agreements and any agreements that the Commercial Agreements require to be put into place upon termination or amendment of the Commercial Agreements;

(d) The Qualified Appraisers shall assume an arms-length sale between a willing buyer and a willing seller;

(e) Except as otherwise contemplated by section (a) under "Methodologies," the Qualified Appraisers shall disregard any prior appraisals or valuations of the Company or its Subsidiaries, including any such appraisals or valuations conducted for the purpose of valuing any rights associated with or tied or indexed to the value of the Shares of the Company or its Subsidiaries;

(f) The Qualified Appraisers shall value the Company as at the date of delivery of the Call Notice or Optional SoftBank Conversion Notice (as applicable); and

(g) The Qualified Appraisers shall take into account only such tax depreciation and amortization as would be allowable to the Company in respect of the Company's assets immediately prior to such deemed sale.

The Qualified Appraisers shall contemporaneously calculate two valuations: (A) a valuation based on the Commercial Agreements as in force at the time (the "**Standardized FMV**"), and (B) a valuation (the "**IP Upsized FMV**") as if the Transferred Assets (as defined in the IPMA) had been assigned, transferred, conveyed, and delivered to the Company (pursuant to Section 2.2 of the IPMA) immediately prior to the calculation of Call Notice/Optional SoftBank Conversion Notice Fair Market Value and Section 11.01 does not apply (the "**IP Upsizing**"). The Standardized FMV and the IP Upsized FMV shall be identical other than the value attributable to the IP Upsizing.

For purposes of the definition of Optional SoftBank Conversion Share Price, if the Standardized FMV is less than the Class A-1 Liquidation Preference Amount, then the Call Notice/Optional SoftBank Conversion Notice Fair Market Value will equal the IP Upsized FMV; provided, that, following the application of the IP Upsized FMV, in no event will, with respect to each Class A-1-

A Preferred Share and Class A-1-B Preferred Share, the Optional SoftBank Conversion Share Price be greater than the applicable Class A-1 Liquidation Preference Amount.

FORM OF TIME SHARING AGREEMENT

The Agreement, made and entered into as of the _____ day of _____ 2019 by and between General Motors LLC, a limited liability company organized and existing under the laws of the State of Delaware ("**Operator**") and [Name], an individual residing in [Jurisdiction] ("**User**").

WITNESSETH:

WHEREAS, Operator has rightful possession of the Aircraft identified in Exhibit A (the "**Aircraft**"); and

WHEREAS, User desires to use the Aircraft for certain personal transportation; and

WHEREAS, Operator desires to make the Aircraft available to User for such use on a non-exclusive, non-continuous time sharing basis in accordance with §91.501 of the Federal Aviation Regulations ("**FARs**") and the terms of this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Provision of Aircraft**. Operator agrees to allow User to use the Aircraft for personal travel on a non-exclusive, non-continuous time sharing basis in accordance with the provisions of §§91.501(b)(6), 91.501(c)(1) and 91.501(d) of the FARs and in accordance with company policy, as may be amended from time to time.

2. **Term**. The term shall be for a period of one (1) year and shall be automatically extended for additional one-year terms on the same conditions as set forth herein unless earlier terminated pursuant to Section 16 below.

3. **Reimbursement of Expenses**. Operator shall be entitled to reimbursement in an amount (a) no greater than the lesser of (i)_____ U.S. Dollars ($_____) for each flight hour operated for User under this Agreement and (ii) the sum of the operating expenses for such flight(s) to the extent permitted by FAR §91.501(d) (currently, as reflected in subsections (aa) - (jj) below):

(aa) Fuel, oil, lubricants, and other additives;
(bb) Travel expenses of the crew, including food, lodging, and ground transportation;
(cc) Hangar and tie-down costs away from the Aircraft Base (as defined in Section 12);
(dd) Insurance obtained for the specific flight(s);
(ee) Landing fees, airport taxes, and similar assessments;
(ff) Customs, foreign permit, and similar fees directly related to the flight(s);
(gg) In-flight food and beverages;
(hh) Passenger ground transportation;
(ii) Flight planning and weather contract services; and
(jj) An additional charge equal to one hundred percent (100%) of the expenses listed in subparagraph (a) above.

or (b) such other amount as may be agreed by the parties to the extent permitted under Part 91 of the FARs (as may be amended).

4 . **Payments**. Within sixty (60) days after the end of each calendar quarter, Operator shall calculate the charges specified in Section 3 of this Agreement for personal flights taken by User during the preceding calendar quarter (plus associated taxes, charges and fees, including federal air transportation excise taxes and international departure/arrival fees, as applicable, that are required to be collected from passengers and remitted by the aircraft operator (collectively, "**Taxes**")) and shall forward a statement to User reflecting the calculations for such flight(s). User shall pay Operator the amount set forth therein within sixty (60) days of the date of such statement (or as otherwise agreed by Operator and User in accordance with applicable company policies or guidance). In the event Operator has not received supplier invoices for reimbursable charges listed in Section 3 above relating to flight(s) prior to the issuance of its statement, Operator shall have the right, following receipt of such supplier invoices, if any, to issue supplemental statement(s) for such charge(s) to User or to include such charges on the next subsequent statement and the amount set forth therein shall be paid in the same manner as set forth in the preceding sentence. Operator will remit the Taxes to the appropriate authority following receipt of payment from User. If mutually agreed by the parties, User shall have the right to advance to Operator an amount to be held by Operator to be credited to such future flights under this Agreement as designated by User. Operator acknowledges and agrees that such advance payment is held on behalf of User and is not the property of Operator until it has operated the flight(s) to which the payments will be applied and that if any such advanced funds remain at the termination of this Agreement, the balance shall be refunded to User less any outstanding amounts due Operator for flights performed prior to such termination. This Section 4 shall survive termination of this Agreement.

5 . **Flight Requests**. User will provide Operator with flight requests and proposed flight schedules as far in advance as possible and in any case at least twenty-four (24) hours in advance of the desired departure of User. Flight requests shall be in a form, whether oral or written, mutually convenient to and agreed upon by the parties. In addition to proposed schedules and departure times, User shall provide at least the following information for each proposed flight reasonably in advance of the desired departure time as requested by Operator or its flight crew:

(a) departure point;
(b) destination;
(c) date(s) and time(s) of flight(s);
(d) number and identity of anticipated passengers, relationship of other passenger(s) to User and purpose of the trip for each passenger (personal, business or mixed);
(e) nature and extent of luggage and/or cargo to be carried; and
(f) any other information concerning the requested flight(s) that may be pertinent to or required by Operator or its flight crew.

6 . **Aircraft Scheduling**. Operator shall have final authority over the scheduling of the Aircraft, including but not limited to determining whether an Aircraft is available and, if so, which of the Aircraft shall be provided under this Agreement. Operator shall have first priority for all Aircraft and may withdraw its approval for the operation of an Aircraft for User under this Agreement or change the Aircraft to be used or recall the Aircraft if it is needed for Operator' business use. Operator shall have no liability to User or his/her invitee(s), guest(s) or any other third party if the Aircraft is or becomes unavailable, if Operator approval is withdrawn or if the Aircraft is recalled from a User flight due to a conflicting Operator requirement. This Section 6 shall survive termination of this Agreement.

7 . **Aircraft Maintenance**. Operator shall be solely responsible for securing scheduled and unscheduled maintenance, preventive maintenance, and required or otherwise necessary inspections of the Aircraft, and shall take such requirements into account in scheduling the Aircraft. Performance of maintenance, preventive maintenance and inspection shall not be delayed or postponed for the purpose of scheduling

the Aircraft unless such maintenance or inspection can safely be conducted at a later time with no adverse effect on Operator and in compliance with applicable laws, regulations and requirements, and such delay or postponement is approved by the Director of Maintenance (or his/her designee).

8. **Flight Crew**. Operator shall provide, at its sole expense, qualified flight crew for all flight operations under this Agreement.

9 . **Operational Authority and Control**. Operator shall have and shall retain operational control and possession, command and control of the Aircraft and shall be responsible for the physical and technical operation of the Aircraft and the safe performance of all flights at all times during the term of this Agreement. The flight crew provided by Operator shall be qualified and shall exercise all required duties and responsibilities in regard to the safety of each flight conducted hereunder in accordance with applicable FARs. The pilot-in-command shall have absolute discretion in all matters concerning the preparation of the Aircraft for flight and for the flight including but not limited to the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown, the place where landings shall be made and all other matters relating to operation of the Aircraft. User specifically agrees (in his/her own right and on behalf of his/her invitee(s) and guest(s)) that the flight crew shall have final and complete authority to delay, reroute, or cancel any flight or refuse to carry any passenger(s), property or baggage for any reason or condition which in the sole judgment of the pilot-in-command could compromise the safety or security of the flight, the Aircraft or the Aircraft occupants, and to take any other action which in the sole judgment of the pilot-in-command is necessitated by considerations of safety or security. No such action of the pilot-in-command shall create or support any liability to User, his/her invitee(s) and guest(s) or any other third party for loss, injury, damage or delay related to such decisions.

10. **Insurance and Limitation of Liability**.

(a) Operator will maintain or cause to be maintained in full force and effect throughout the term of this Agreement aircraft liability insurance in respect of the Aircraft including comprehensive aircraft liability insurance against bodily injury or property damage claims including contractual liability, premises liability, death and property damage liability, public and passenger legal liability coverage, and sudden accident pollution coverage resulting from a crash or collision of the Aircraft or recorded in flight emergency causing abnormal operating of the Aircraft, in an amount not less than $300,000,000 for each single occurrence.

(b) Operator shall use its reasonable commercial efforts to procure, at User's expense as set forth in Section 3(d), such additional insurance coverage as User may request naming User as additional insured.

(c) User agrees in his/her own right and on behalf of his/her invitees and guests that the proceeds of the insurance required by Section 10(a) shall provide the sole recourse for all claims, losses, liabilities, obligations, demands, suits, judgments or causes of action, penalties, fines, costs and expenses of any nature whatsoever, including attorneys' fees and expenses for or on account of or arising out of, or in any way connected with the use of the Aircraft by User and his/her invitees and guests, including property damage, bodily injury to or death of any persons, including User and his/her invitees and guests which may result from or arise out of the use or operation or maintenance of the Aircraft during the term of this Agreement ("**Claims**"). This Section 10 shall survive termination of this Agreement.

(d) OPERATOR (IN ITS OWN RIGHT AND ON BEHALF OF ITS AFFILIATES AND THE RESPECTIVE OFFICERS, DIRECTORS, MANAGERS, EMPLOYEES, AGENTS) HEREBY DISCLAIMS AND USER (IN HIS/HER OWN RIGHT AND ON BEHALF OF HIS/HER INVITEES AND GUESTS) HEREBY WAIVES ANY LIABILITY FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES AND/OR PUNITIVE DAMAGES OF ANY KIND OR NATURE UNDER ANY CIRCUMSTANCES OR FOR ANY REASON INCLUDING ANY DELAY OR FAILURE TO FURNISH THE COMPANY AIRCRAFT OR CAUSED OR OCCASIONED BY THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES COVERED BY THIS AGREEMENT.

11. **Representations, Warranties and Covenants**. User represents, warrants and covenants that:

(a) User will use the Aircraft under this Agreement for and only for User's own account, including the carriage of User's invitee(s) and guest(s), and will not use or permit the Aircraft to be used for the purpose of providing transportation of passengers or cargo for compensation or hire;

(b) User will not permit any lien, security interest or other charge or encumbrance to attach to the Aircraft as a result of User's (or his/her invitees' or guests') acts or omissions, and shall not take (and shall not permit to be taken) any action that could be deemed to convey, mortgage, assign, lease or in any way alienate the Aircraft or Operator's rights hereunder; and

(c) During the term of this Agreement, User will abide by and conform to and will cause his/her invitee(s) and guest(s) to abide by and conform to all such laws, governmental and airport orders, rules, and regulations as shall from time to time be in effect relating in any way to the operation or use of the Aircraft under Part 91 of the FARs.

12. **Base of Operations**. For purposes of this Agreement, the base of operation ("**Base**") of the Aircraft shall be as set forth in Exhibit A; provided, however, that such base may be changed upon notice from Operator to User.

13. **Notices and Communications**. All notices, reports and other communications under this Agreement shall be in writing (except as permitted in Section 5) and shall be deemed to have been duly given upon receipt or refusal to accept receipt when given by personal delivery, the next business day when given by reputable overnight courier service, addressed as follows:

If to Operator: _____
_____
_____
_____
Attn: _____

If to User: _____
c/o _____

_____
_____
_____

or to such other person or address as either party shall from time to time designate by writing to the other party.

14. **Further Acts**. Operator and User shall from time to time perform such other and further acts and execute such other and further instruments as may be required by law or may be reasonably necessary (i) to carry out the intent and purpose of this Agreement, and (ii) to establish, maintain and protect the respective rights and remedies of the other party.

15. **Successors and Assigns**. Neither this Agreement nor any party's interest herein shall be assignable to any other party. This Agreement shall inure to the benefit of and be binding, in the case of Operator, to its successors and permitted assignees and in the case of User, to User's executor(s) and heirs.

16. **Termination**. Either party may terminate this Agreement for any reason upon written notice to the other, such termination to become effective thirty (30) days from the date of the notice; provided, that this Agreement may be terminated as a result of a breach by either party of its obligations under this Agreement on ten (10) days' written notice by the non-breaching party to the breaching party or as may be required to comply with applicable laws, regulations, insurance requirements or in the event the insurance required hereunder is not in full force and effect. This Agreement shall automatically terminate when User is no longer Chief Executive Officer of Operator or upon death of User. Notwithstanding such termination, the payment obligations of User and the limitation of liability provisions contained in this Agreement shall survive.

17. **Governing Law**. This Agreement shall be construed under and the legal relations between the parties shall be governed by the laws of the State of Michigan.

18. **Severability**. If any provision of this Agreement is held to be illegal, invalid or unenforceable in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof. To the extent permitted by applicable law, each party waives any provision of law that renders any provision hereof prohibited or unenforceable in any respect.

19. **Amendment or Modification**. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and is not intended to confer upon any person or entity any rights or remedies hereunder which are not expressly granted herein. This Agreement may be amended or modified only in writing duly executed by the parties hereto.

20. **Waivers**. The failure or delay on the part of any party hereto to insist upon or enforce strict performance of any provision of this Agreement by any other party hereto, or to exercise any right, power or remedy under this Agreement, shall not be deemed or construed as a waiver thereof nor shall it be deemed or construed as a general waiver thereof or of any other provision or rights thereunder.

21. **Force Majeure**. Operator shall not be liable for delay or failure to furnish the Aircraft and crew pursuant to this Agreement when scheduled when such failure is caused by government regulation or authority, mechanical difficulty or breakdown, war, civil commotion, strikes or labor disputes, weather conditions, acts of God, or other circumstances beyond Operator' reasonable control.

22. **Counterparts**. This Agreement may be executed by the parties hereto on any number of separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

TRUTH IN LEASING AND SIGNATURES ON NEXT PAGE

TRUTH IN LEASING STATEMENT UNDER SECTION 91.23 OF THE FEDERAL AVIATION REGULATIONS.

OPERATOR HEREBY CERTIFIES THAT THE AIRCRAFT HAS BEEN INSPECTED AND MAINTAINED WITHIN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THIS AGREEMENT, OR SUCH SHORTER PERIOD AS OPERATOR SHALL HAVE HAD POSSESSION OF THE AIRCRAFT, IN ACCORDANCE WITH THE PROVISIONS OF FAR PART 91 AND ALL APPLICABLE REQUIREMENTS FOR MAINTENANCE AND INSPECTION THEREUNDER HAVE BEEN MET.

OPERATOR AGREES, CERTIFIES, AND KNOWINGLY ACKNOWLEDGES THAT WHEN THE AIRCRAFT IS USED UNDER THIS AGREEMENT, OPERATOR SHALL BE KNOWN AS, CONSIDERED, AND SHALL IN FACT BE THE OPERATOR OF THE AIRCRAFT AND THAT THE AIRCRAFT WILL BE MAINTAINED AND INSPECTED UNDER PART 91 OF THE FARS.

GENERAL MOTORS LLC

_____

_____

By:

_____

Name: _____

Title: _____

THE PARTIES UNDERSTAND THAT AN EXPLANATION OF FACTORS AND PERTINENT FEDERAL AVIATION REGULATIONS BEARING ON OPERATIONAL CONTROL CAN BE OBTAINED FROM THE RESPONSIBLE FAA FLIGHT STANDARDS OFFICE. OPERATOR AGREES TO SEND AN EXECUTED COPY OF THIS EXECUTED AGREEMENT FOR AND ON BEHALF OF BOTH PARTIES TO: AIRCRAFT REGISTRATION BRANCH (AFS-750), ATTN: TECHNICAL SECTION, P.O. BOX 25724, OKLAHOMA CITY, OKLAHOMA 73125, WITHIN TWENTY-FOUR (24) HOURS OF ITS EXECUTION, AS PROVIDED BY FAR §91.23(c)(1).

IN WITNESS WHEREOF, the parties hereto have caused the signature of their authorized representatives to be affixed below on the day and year first above written.

General Motors LLC

By:

_____

Name:

_____

Title:

_____

USER: [NAME]

_____

EXHIBIT A

AIRCRAFT AND BASE

Aircraft	**Aircraft Base**

GENERAL MOTORS COMPANY AND SUBSIDIARIES

Exhibit 31.1

CERTIFICATION

I, Mary T. Barra, certify that:

1. I have reviewed this quarterly report on Form 10-Q of General Motors Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ MARY T. BARRA

Mary T. Barra
Chairman and Chief Executive Officer

Date: October 29, 2019

GENERAL MOTORS COMPANY AND SUBSIDIARIES

Exhibit 31.2

CERTIFICATION

I, Dhivya Suryadevara, certify that:

1. I have reviewed this quarterly report on Form 10-Q of General Motors Company;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the Audit Committee of the registrant's Board of Directors (or persons performing the equivalent functions):

a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

/s/ DHIVYA SURYADEVARA

Dhivya Suryadevara
Executive Vice President and Chief Financial Officer

Date: October 29, 2019

GENERAL MOTORS COMPANY AND SUBSIDIARIES

Exhibit 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Quarterly Report of General Motors Company (the "Company") on Form 10-Q for the period ended September 30, 2019 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each of the undersigned officers of the Company, certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of such officer's knowledge:

1. The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ MARY T. BARRA

Mary T. Barra
Chairman and Chief Executive Officer

/s/ DHIVYA SURYADEVARA

Dhivya Suryadevara
Executive Vice President and Chief Financial Officer

Date: October 29, 2019