



Notice of Intent to Terminate

October 28, 2011

NOTICE OF INTENT TO TERMINATE THE GENERAL MOTORS PERSONAL RETIREMENT PLAN FOR HOURLY-RATE EMPLOYEES IN THE UNITED STATES.

In accordance with the 2011 UAW-GM National Agreement General Motors LLC, ("the Company" or "GM") intends to terminate the General Motors Personal Retirement Plan for Hourly-Rate Employees in the United States (the "Plan") in a standard termination. The law requires that we provide you with written notice of the proposed termination.

In order for the Plan to terminate, the Plan assets must be sufficient to provide all Plan benefits. If the proposed termination does not occur, the Company will notify you in writing.

NAME AND EIN OF EACH CONTRIBUTING SPONSOR: General Motors LLC, [REDACTED]

PN: 015

FOR CURRENT RETIREES:

- The proposed termination will not affect your benefit amount.

PROPOSED TERMINATION DATE: June 30, 2012

- We will notify you in writing if the proposed termination date is changed to a later date.

CONTACT PERSON: If you have any questions concerning the Plan's termination, contact:

GM Benefits & Services Center
P.O. Box 770003
Cincinnati, OH 45277-0070
toll-free at 1-800-489-4646

CESSATION OF BENEFIT ACCRUALS:

- A plan amendment has been adopted under which benefit accruals will cease, in accordance with section 204(h) of ERISA, as of January 1, 2012, whether or not the Plan is terminated.
- The following paragraphs explain how your monthly retirement benefit was earned in the past and how it will be earned in the future.

Prior to January 2, 2012, you will continue to receive Pay Credits and Interest Credits allocated to your Plan account. Under the current Plan formula, your annual Pay Credits are based on your employment at either the Company or at General Motors Components Holdings LLC (GMCH). Employees employed at GMCH receive Pay Credits of 5.4% of the sum of the employee's base hourly rate multiplied by the eligible hours worked, with no more than 2,080 hours of base wages taken into account during a calendar year. Employees employed at GM receive Pay Credits of 6.4% of the sum of the employee's base hourly rate multiplied by the eligible hours worked, with no more than 2,080 hours of base wages taken into account during a calendar year. After January 1, 2012, you will not receive additional Pay Credits, but you will continue to receive Interest Credits on the amount of your account balance until the earlier of your termination of employment or the date the Plan terminates (expected to be June 30, 2012). In the event you are provided an annuity, Interest Credits will continue until you begin receiving annuity benefits. The Interest Credits (i.e. the interest crediting rate) for this Plan year will be the third segment of the yield curve under section 417(e) of the Internal Revenue Code for the

month of July preceding the start of the Plan year which begins each October 1st. For the October 1, 2011 through September 30, 2012 Plan year, the interest crediting rate for the Plan is 5.88%.

On January 2, 2012, you will no longer earn Pay Credit benefits under the Plan for future service. Rather, GM will contribute an amount equal to 6.4% of your eligible base wage to your General Motors Personal Savings Plan for Hourly-Rate Employees in the United States (PSP) account on a weekly basis. This GM PSP contribution is called the GM Company Contribution and is an automatic contribution regardless of whether you are voluntarily contributing to the PSP.

OBTAINING A SUMMARY PLAN DESCRIPTION:

- If you wish to obtain a copy of the summary plan description for the Plan, you may write:

General Motors LLC
Employee Benefits
Mail Code 482-C26-A68
300 Renaissance Center
Detroit, MI 48265-3000

- A reasonable fee to cover the cost of furnishing the SPD may be charged. Please inquire at the time of your request.

NOTIFICATION OF PLAN BENEFITS:

- The Company will provide you, at a later date, written notification regarding your benefits.

IDENTITY OF INSURER(S):

- You are eligible to receive your benefits in the form of a lump sum distribution (with spousal consent for married participants). If you do not elect to receive a lump sum distribution you will receive a benefit in the form of an annuity. The Company intends to purchase an annuity contract for your benefit from an insurer that will be selected at a later date. We will notify you in writing of the name and address of the insurer from whom we intend to purchase the annuity at least 45 days before we make the purchase.

END OF Pension Benefit Guaranty Corporation (PBGC) GUARANTEE:

- After Plan assets have been distributed to provide all of your benefit, either as a lump sum distribution or through the purchase of an annuity contract, PBGC's guarantee of your benefit ends.

About this Notice

This notice is being provided in accordance with Section 204(h) and 4041(b)(1)(A) of the Employee Retirement Income Security Act of 1974 (ERISA) as amended. The notice contains important plan information and should be kept with your plan materials. If any information contained in this document conflicts with the terms of the Plan document, the terms of the Plan document will govern. This notice does not cover all details of the Plan or its operation, nor is it intended to be a Summary Plan Description. GM reserves the right to amend, modify or terminate each of its employee benefit plans.

Notice to PRP Participants

This document was created by General Motors LLC and is the sole responsibility of General Motors LLC.