

EXHIBIT A

UNITED STATES - MASTER AGREEMENT

This agreement ("Agreement"), dated as of February 23, 2010, sets forth the mutual intent and expectations of General Motors LLC ("GM") and Saab Automobile AB ("Newco"), with regard to a series of contractual agreements, as listed in Section 1 below, to be executed by the parties on or before the Closing Date (as defined below) (collectively, the "Contracts") related to the United States portion of the acquisition by Newco and/or its affiliates of the Saab business, pursuant to the terms of the Share Sale/Purchase Agreement (the "SPA").

Recitals

1. GM is engaged in, among other things, the design, manufacture, marketing, sale, and distribution of motor vehicles and motor vehicle related products, including but not limited to "Saab" branded vehicles.

2. Newco is engaged in among other things, the distribution and marketing of Saab motor vehicles and accessories.

3. GM and Newco jointly desire to transfer ownership and control of the Saab brand to Newco in the United States under the terms and conditions set forth in this Agreement and the Contracts.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, the execution and delivery by GM and Newco of this Agreement and each of the Contracts, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Section 1 - Documents

On or before the Closing Date (as hereinafter defined), GM and Newco shall execute and deliver to the other the following agreements:

1.1 Bill of Sale. A bill of sale substantially in the form attached as Exhibit A (the "Bill of Sale") pursuant to which GM shall sell to Newco or a Newco affiliate GM's inventory of Saab Service Parts (the "Parts Inventory"). The purchase price for the Parts Inventory will be determined in accordance with the provisions set forth in the Saab Service Parts Sale Agreement and will be set forth in an exhibit to the Bill of Sale.

1.2 94X Supply Agreement. A supply agreement through which GMODC shall supply Newco or a Newco affiliate with certain models of finished Saab 94X vehicles for sale in the United States and other mutually agreed upon markets, (the "Contract Vehicles"), substantially in the form attached as Exhibit B (the "94X Supply Agreement"). References to the United States shall include only the 50 states and not territories of the United States.

(1) (1)

1.3 Powertrain Supply Agreement. A powertrain supply agreement through which GM or a GM affiliate will supply Newco or a Newco affiliate with I850 powertrain for use in Saab badged vehicles in the form attached as Exhibit C (the “Powertrain Agreement”).

1.4 Saab Service Parts Sale Agreement. An agreement through which GM shall sell to Newco or a Newco affiliate certain assets relating to the Saab service parts business, substantially in the form attached as Exhibit E (the “Saab Service Parts Sale Agreement”).

Section 2 - Other Assets & Liabilities

2.1 Retained Assets. Except as conveyed pursuant to this Agreement, Contracts, the SPA, or any ancillary agreement to the SPA, GM shall retain all other assets associated with the design, manufacture, marketing, sale and distribution of Saab branded vehicles and Saab branded motor vehicle related products (the “GM Retained Assets”), including but not limited to any accounts receivable, designs, manufacturing assets, assembly or vendor tooling, machinery, manufacturing facilities, capital equipment, and rights to receive payments or revenue sharing from XM (as hereinafter defined) for Pre-Existing Saab Vehicles (defined below).

2.2 Liabilities. Newco shall not assume any liabilities of GM relating to, arising under, or in connection with the Saab Business, except as specified in this Agreement, the Contracts, the SPA or any ancillary agreement to the SPA.

2.3 No GM Indemnity. GM shall provide Newco with no indemnities or similar protections of any kind.

2.4 Delivery of Miscellaneous Assets. At the Closing, GM shall transfer to Newco all of GM's right, title, and interest in and to the additional assets set forth on Schedule 2.4. GM shall bear no costs with respect to the transfer of physical possession of such assets to Newco.

Section 3 - Representations and Warranties

3.1 Representations and Warranties of Newco. Newco represents and warrants to GM, as of the date of this Agreement and the Closing Date, as follows:

(a) Organization, Power, Standing and Qualification. Newco is a corporation duly organized and validly existing under the laws of Sweden. Newco has all requisite power and authority to enter into and perform this Agreement and the Contracts.

(b) Due Authorization. The execution and delivery by Newco of this Agreement and the Contracts, the performance by Newco of its obligations hereunder and thereunder, and the transactions contemplated hereby have been duly and validly

authorized by all necessary company action on the part of Newco. This Agreement has been duly executed and delivered by Newco. This Agreement is, and upon the execution and delivery by Newco, each of the Contracts will be, the valid and binding obligation of Newco enforceable in accordance with their respective terms.

(c) No Conflict. The execution and delivery of this Agreement and the Contracts do not, and the consummation of the transactions contemplated hereby will not, (i) violate or conflict with the provisions of the certificate of incorporation or bylaws of Newco, (ii) result in the imposition of any lien under, cause the acceleration of any obligation under, or violate or conflict with the terms, conditions or provisions of, any note, indenture, mortgage, lease, guaranty or other agreement or instrument to which Newco is a party or by which it is bound, other than those items which do not have or would not reasonably be expected to have a material adverse effect on the ability of Newco to consummate the transactions contemplated hereby, or (iii) require any consent or approval of, filing with or notice to any governmental authority, except for (A) filings under the HSR Act, and the expiration of any applicable waiting period thereunder and any similar requirements under applicable foreign laws, (B) filings required under state licensing or state franchise laws, and (C) such other items which do not have or would not reasonably be expected to have a material adverse effect on the ability of Newco to consummate the transactions contemplated hereby.

(d) Judgments and Actions. There are no (i) outstanding judgments, orders, writs, injunctions or decrees of any court, governmental agency or arbitration tribunal against Newco or any of its affiliates, which would reasonably be expected to have a material adverse effect on the ability of Newco to consummate the transactions contemplated by this Agreement or the Contracts, or (ii) actions, suits, claims or legal, administrative or arbitration proceedings or investigations pending or, to the knowledge of Newco, threatened against Newco, which have or would reasonably be expected to have a material adverse effect on the ability of Newco to consummate the transactions contemplated by this Agreement or the Contracts.

(e) Brokers and Finders. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission from GM in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of Newco.

(f) Representations and Warranties of GM. GM represents and warrants to Newco, as of the date of this Agreement and the Closing Date, as follows:

(g) Organization, Power, Good Standing and Qualification. GM is a limited liability corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. GM has all requisite corporate power and authority to enter into and perform this Agreement and the Contracts.

(h) Due Authorization. The execution and delivery by GM of this Agreement and the Contracts, the performance by GM of its obligations hereunder and thereunder, and the transactions contemplated hereby have been duly and validly

authorized by all necessary corporate action on the part of GM. This Agreement has been duly executed and delivered by GM. This Agreement is, and upon due execution and delivery by GM, each of the Contracts will be, the valid and binding obligation of GM enforceable in accordance with their respective terms.

(i) No Conflict. The execution and delivery of this Agreement and the Contracts do not, and the consummation of the transactions contemplated hereby will not, (i) violate or conflict with the provisions of the certificate of incorporation or bylaws of GM, (ii) result in the imposition of any lien under, cause the acceleration of any obligation under, or violate or conflict with the terms, conditions or provisions of, any note, indenture, mortgage, lease, guaranty or other agreement or instrument to which GM is a party or by which it is bound, other than those items which do not have or would not reasonably be expected to have a material adverse effect on the ability of GM to consummate the transactions contemplated hereby, or (iii) require any consent or approval of, filing with or notice to any governmental authority, except for (A) filings under the HSR Act, and the expiration of any applicable waiting period thereunder and any similar requirements under applicable foreign laws, (B) approval of the United States Treasury Department, and (C) such other items which do not have or would not reasonably be expected to have a material adverse effect on the ability of GM to consummate the transactions contemplated hereby.

(j) Title to Assets. GM has good and marketable title to all the tangible personal property to be transferred by it to Newco pursuant to this Agreement and the Contracts, including but not limited to the Parts Inventory, except as set forth on Schedule 3.2(d).

(k) Judgments and Actions. There are no (i) outstanding judgments, orders, writs, injunctions or decrees of any court, governmental agency or arbitration tribunal against GM, Motors Liquidation Company ("Old GM") or any of their affiliates, which would reasonably be expected to have a material adverse effect on the ability of GM to consummate the transactions contemplated by this Agreement or the Contracts, or (ii) actions, suits, claims or legal, administrative or arbitration proceedings or investigations pending or, to the knowledge of GM, threatened against GM, which have or would reasonably be expected to have a material adverse effect on the ability of GM to consummate the transactions contemplated by this Agreement or the Contracts.

(l) Brokers and Finders. No broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission from Newco in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of GM.

(m) Disclaimer of GM. EXCEPT AS SET FORTH IN THIS SECTION (f) OR THE APPLICABLE CONTRACT, THE ASSETS BEING SOLD BY GM TO NEWCO ARE BEING SOLD ON AN "AS IS", "WHERE IS" BASIS AS OF THE CLOSING AND IN THEIR CONDITION AS OF CLOSING WITH "ALL FAULTS" AND, EXCEPT AS SET FORTH IN THIS SECTION (f) OR THE APPLICABLE CONTRACT, NONE OF GM, ITS AFFILIATES OR ANY OF THEIR RESPECTIVE

OFFICERS, DIRECTORS, EMPLOYEES OR REPRESENTATIVES MAKE OR HAVE MADE ANY OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT LAW OR IN EQUITY, IN RESPECT OF THE SAAB BRAND OR ANY OF SUCH ASSETS, INCLUDING, WITHOUT LIMITATION, (I) THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, (II) THE OPERATION OF THE SAAB BRAND BY NEWCO AFTER THE CLOSING IN ANY MANNER OTHER THAN AS USED AND OPERATED BY GM, OR (III) THE PROBABLE SUCCESS OR PROFITABILITY OF THE SAAB BRAND AFTER THE CLOSING. For the avoidance of doubt, except for the representations and warranties contained in this Section (f), GM gives no warranty and has made no representation, to Newco on the contents of the documents provided to Newco or its representatives during due diligence, including, without limitation, any information in any data room and any other reports, financial forecasts, projections or information furnished by or on behalf of GM or its officers, directors, employees, agents or representatives or in any other documents or other information not contained in this Agreement or the Contracts.

3.2 Survival. The parties hereto agree that the representations and warranties of each of them contained in this Agreement shall survive the Closing for a period of 6 months following the Closing Date (the "Survival Period") after which time they shall expire and none of the parties shall have any liability for breach thereof except to the extent a claim is made prior to expiration; except that the representations and warranties of GM in Section 3.2(a) (Organization, Power, Good Standing and Qualification), Section 3.2(b) (Due Authorization), and Section 3.2(d) (Title to Assets), and the representations and warranties of Newco in Sections 3.1(a) (Organization Power Standing and Qualification) and Section 3.1(b) (Due Authorization) shall survive indefinitely. Any claims with respect to any breaches of representations and warranties, except for claims for breach brought under Sections 3.1(a), 3.1(b), 3.2(a), 3.2(b) or 3.2(d), must be brought prior to the expiration of the Survival Period. The parties hereto agree that the covenants contained in this Agreement to be performed at or after the Closing shall survive the Closing hereunder until fully performed, and each party hereto shall be liable to the other after the Closing for any breach thereof.

Section 4 - Warranty/Policy Responsibility

4.1 Warranty Costs. With respect to warranty costs incurred on all Saab branded vehicles produced by or otherwise marketed by GM, Old GM, or their respective affiliates prior to the Closing, excluding any and all 2010MY Saab badged vehicles (the "Pre-Existing Saab Vehicles"), GM will be responsible for 100% of warranty costs up to a cap of \$110,955,821.00 on Pre-Existing Saab Vehicles sold as new vehicles and a separate cap of \$24,861,258.00 on Pre-Existing Saab Vehicles sold as certified used vehicles (excluding alternative transportation/roadside assistance) (the "GM Warranty Caps") and Newco shall be responsible for any warranty costs incurred in excess of the respective GM Warranty Caps . In addition, Newco shall be

responsible for 100% of all Policy Costs and Special Policy Costs incurred with respect to Pre-Existing Saab Vehicles. Newco shall be responsible for administering the warranty policy to its consumers and any necessary payments to Saab retailers. GM shall reimburse Newco for GM's portion of warranty costs consistent with the provisions set forth above. For purposes of the foregoing "Policy Costs" shall mean costs not charged to the customer and incurred for goodwill purposes for services or repairs that the applicable GM warranty does not require and that are not Special Policy Costs. "Special Policy Costs" shall mean costs incurred in conducting a voluntary campaign not required by law in which customers are notified in writing that certain repairs will be performed at reduced or no charge to the customer, or replacement costs reimbursed, for specific repairs that are not covered by the applicable vehicle warranty.

4.2 Validation of Warranty Claims. Newco shall fully cooperate with GM in the validation of warranty claims being submitted from authorized Saab dealers to be reimbursed by GM pursuant to Section 4.1 above, including but not limited to providing GM with the information reasonably necessary for GM to audit the process. In the event any discrepancies, irregularities or inappropriate claims are identified by GM, Newco will promptly reimburse GM for any payments made by GM relating to such claims.

4.3 Commitment to Reduce Warranty Costs. Newco and GM shall work together in good faith to mutually develop and implement mechanisms to limit warranty costs associated with Pre-Existing Saab Vehicles and Contract Vehicles.

4.4 Other GM Responsible Costs. GM shall be responsible for all Recall costs with respect to 2009MY and prior Saab 97X badged vehicles sold in the United States, Canada and other GM approved export markets ("Saab 97X Vehicles"). Newco shall be responsible for all Recall costs with respect to all other Pre-Existing Saab Vehicles. GM shall be responsible for alternative transportation/roadside assistance for Pre-Existing Saab Vehicles during the initial warranty period (in accordance with GM's existing policies and practices) subject to a cumulative cap of \$6,101,174.00 (the "GM Roadside Cap"). Newco shall be responsible for alternative transportation/roadside assistance in excess of the GM Roadside Cap. GM will be responsible for pre-paid maintenance on Pre-Existing Saab Vehicles up to a cumulative cap of \$11,413,279.00 (the "GM Pre-Paid Cap"). Newco shall be responsible for all pre-paid maintenance on Pre-Existing Vehicles in excess of the GM Pre-Paid Cap. For purposes of the foregoing, "Recall" shall mean the determination by GM, in its sole discretion, that a recall campaign is required with respect to any systemic product issue based upon a determination of a government authority or GM that the condition warrants repair pursuant to the laws of the jurisdiction where the vehicle was sold or located.

4.5 Customer Buy-backs. For purposes of this Agreement, "Lemon Law" means a federal or state statute, including but not limited to, claims under the Magnuson-Moss Warranty Act based on or in conjunction with a state breach of warranty claim, requiring a manufacturer to provide a consumer remedy when the manufacturer is unable to conform the vehicle to the warranty after a reasonable number of attempts as defined in the applicable statute. For purposes of this Agreement, "Lemon Law Claim" means a lawsuit filed by a Saab retail customer against Newco or an authorized Saab dealer whom Newco has an obligation to indemnify under a "Lemon Law". Repurchases of Pre-Existing Saab Vehicles from customers ("Customer Buy-backs") that are voluntary and not required by law or regulation are the sole responsibility of Newco. Customer Buy-backs of Pre-Existing Saab Vehicles which are required by law or regulation including those resulting from Lemon Law Claims are the sole responsibility of GM.

4.6 Other Newco Responsible Costs. Newco shall be responsible for warranty costs, policy costs, special policy costs, customer buy-backs, recall costs, campaign costs, and alternative transportation/roadside assistance costs incurred with respect to Saab branded vehicles which are not Pre-Existing Saab Vehicles. Newco shall also be responsible for costs related to pre-delivery inspection on all Saab branded vehicles, including but not limited to Pre-Existing Saab Vehicles and Contract Vehicles.

4.7 Product Investigations, Recalls and Government Reporting for Pre-Existing Saab Vehicles other than the Saab 97X Vehicles.

(a) If as a result of field experience, governmental inquiry or investigation or otherwise, Newco or GM suspects that a safety or emission related defect may exist in Pre-Existing Saab Vehicles other than Saab 97X Vehicles, or that Pre-Existing Saab Vehicles other than Saab 97X Vehicles may not comply with mandatory requirements under applicable law, the respective Party shall immediately notify the other Party and the Parties shall work together to promptly conduct an investigation of the matter, providing reasonable assistance to each other in relation thereto. If Newco concludes by such investigation that affirmative action in the form of a safety or emission or noncompliance related recall is necessary to address actual or potential defects in the Pre-Existing Saab Vehicles other than Saab 97X Vehicles, any decision in this regard shall be made by Newco in good faith, taking into consideration the views and opinions expressed by GM. If it is decided by Newco that such field action is to be undertaken, Newco shall notify GM of such decision within one (1) business day.

(b) Except as provided in Section 4.8, Newco will be responsible for all representation before governmental agencies and all required reporting to governmental agencies related to Pre-Existing Saab Vehicles other than Saab 97X Vehicles. Newco will keep GM reasonably informed with respect to such reporting and GM shall reasonably cooperate with Newco's request for information and/or data related to such activities.

(c) Newco shall represent itself in connection with any allegations or inquiries from the NHTSA, the EPA, or any other federal, state, or local government or

government agency concerning suspected or alleged safety defects or noncompliance with any governmental safety standard or regulation or governmental emissions control or fuel economy standard or regulation or other applicable law relating to the Pre-Existing Saab Vehicles other than Saab 97X Vehicles, except as provided below. To the extent any such request could reasonably result in significant financial exposure to GM, Newco shall consult with GM regarding such requests and in good faith fully consider GM's positions, suggestions and strategies.

4.8 Product Investigations, Recalls and Government Reporting for Saab 97X Vehicles.

The same provisions shall apply with respect to Product Investigations Recalls, and Government Reporting for Saab 97X Vehicles as apply to Contract Vehicles as specified in Section 8.2.1 – 8.2.6 of the 94X Supply Agreement, without regard to provisions involving 2012 and later vehicles. GM's costs to investigate potential defects and respond to government information requests for the Saab 97X Vehicles shall be borne by Newco at the rate of 106 Euros per hour, billed quarterly by GM.

4.9 TREAD Reporting. The same provisions shall apply with respect to TREAD Reporting for Pre-Existing Saab Vehicles, including Saab 97X Vehicles, as apply to Contract Vehicles as specified in Section 8.3 of the 94X Supply Agreement, except that the requirements to provide notice to the other Party and NHTSA in Section 8.3.5(a) of the 94X Supply Agreement apply equally to GM and to Newco in the case of foreign safety recalls and other safety campaigns. References to GMODC in the 94X Supply Agreement shall be interpreted to mean GM in the case of this Agreement.

4.10 Conflicts. To the extent there is a conflict between the Parties' positions on an issue that is the subject of a government investigation, report or recall, the Parties will work in good faith to resolve such conflict and, if they are unable to reach resolution, Each Party shall represent itself, at its sole cost and expense, with respect to such issue and future issues to the extent necessitated by the conflict.

4.11 Continuing Information Support, Notices, Costs and Indemnity. The same provisions shall apply with respect to Continuing Information Support, Notices, Costs and Indemnity for Pre-Existing Saab Vehicles, including Saab 97X Vehicles, as apply to Contract Vehicles as specified in Sections 8.5 – 8.8 of the 94X Supply Agreement.

Section 5 - Covenants

5.1 Governmental Approvals. Each party to this Agreement shall (a) use commercially reasonable efforts, as promptly as practicable, to obtain all consents, approvals or actions of, to make all filings with and to give all notices to all relevant governmental agencies, (b) provide such other information and communications to such governmental agencies as the other party or such governmental agencies may reasonably request, and (c) cooperate with the other party in each case and as promptly as practicable, in obtaining all consents, approvals or actions of, making all filings with and giving all notices to governmental agencies required by GM or Newco, as the case may be, to consummate the transactions contemplated hereby.

5.2 Financing Commitments. To the extent that Newco obtains third party financing commitments to fulfill its obligations under this Agreement and the Contracts, Newco shall use its commercially reasonable efforts to cause the conditions which are set forth in any such commitments to be fulfilled in accordance with their terms as soon as reasonably practicable.

5.3 Further Assurances. Subject to the terms and conditions herein provided, GM and Newco shall use their respective commercially reasonable efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate and make effective the transactions contemplated by this Agreement and the Contracts, including obtaining approval to such transactions under the HSR Act, by cooperating in the sharing of information necessary to make the required filings under such act. If at any time after the Closing Date any further action is reasonably necessary to carry out the purposes of this Agreement or the Contracts, GM and Newco shall take or cause to be taken all such commercially reasonable action, including, without limitation, the execution and delivery of such further instruments and documents as may be reasonably requested by the other party for any licensing required by any state or federal entity or for such other purposes or otherwise to consummate and make effective the transactions contemplated hereby.

5.4 Financing and Leasing Issues. (a) GM shall use commercially reasonable efforts to facilitate discussions between Newco and General Motors Acceptance Corporation ("GMAC") with respect to financing for Newco's retailers; provided, however, in no event shall GM be required to provide any financial support or otherwise incur any unreimbursed out-of-pocket expenses in connection therewith; and (b) GM shall retain the reserve accrual account for its portion of the lease return risk and shall be responsible for financial risk associated with Saab lease returns on Pre-Existing Saab Vehicles leased prior to the Closing Date.

5.5 Incentive Payments. After the Closing, GM shall support the assigned Saab dealers associated with the Assigned Dealer Agreements (as hereinafter defined) with Newco by paying to Newco (for purposes of Newco paying the Saab dealers) an amount equal to the "Scheduled Amount" for each 2008 and 2009 model year new and unsold, incentive eligible Pre-Existing Saab Vehicle (consistent with GM's prior practice) that such dealers actually hold in inventory as of the Closing Date ("Incentive Amount"). For purposes of this Section 5.5, the term "Scheduled Amount" shall mean \$4,694 for Saab 93X vehicles, \$7,067 for Saab 95X vehicles, and \$12,083 for Saab 97X vehicles. GM shall pay directly to Newco 90% of the projected Incentive Amount based on the number of vehicles shown in GM's inventory reporting systems as of the Closing Date (the "Preliminary Incentive Amount") as follows: one-third shall be paid on the date which is 10 days after the Closing Date, one third shall be paid on the date which is 60 days after the Closing Date and one-third shall be paid on the date which is 90 days after the Closing

Date. Within 120 days after the Closing Date, the parties shall mutually agree on any adjustment to the Preliminary Incentive Amount upward or downward as required to reflect the correct Incentive Amount based on actual inventory as of the Closing Date (the "Final Incentive Amount"). If the parties disagree as to any adjustment, the parties shall invoke the dispute resolution procedures set forth in Section 7.1 below. If the Final Incentive Amount is less than the Preliminary Incentive Amount, GM will be entitled to the amount of such deficiency from the 10% balance withheld from the Preliminary Incentive Amount, provided that, (a) if the amount of such deficiency exceeds the 10% balance withheld, GM shall be entitled to the entire amount withheld and Newco shall promptly pay to GM, in immediately available funds, the amount by which the deficiency exceeds the amount withheld. If the Final Incentive Amount equals the Preliminary Incentive Amount, Newco shall be entitled to the entire 10% balance withheld. If the Final Incentive Amount exceeds the Preliminary Incentive Amount, Newco shall be entitled to the entire 10% withheld, and GM shall promptly pay to Newco, in immediately available funds, the amount of such excess.

5.6 Conveyance Taxes. Newco shall be liable for and directly pay any and all sales, use, value added, transfer, stamp, stock transfer or gain or similar taxes incurred as a result of the transactions contemplated hereby.

5.7 Public Announcements. GM and Newco shall consult with each other before issuing, and provide GM or Newco, as the case may be, the opportunity to review and comment upon, any press release relating to this Agreement or the transactions contemplated hereby. Neither Newco nor GM shall issue any such press release or make any public statement regarding the terms of this Agreement or the transactions contemplated hereby without the prior written approval of the other party (which will not be unreasonably withheld or delayed), in each case except as may be required by law, regulation, listing agreement or court process, or for statements which are substantially similar to those previously approved.

5.8 Saab Heritage Vehicles. GM shall offer for sale to Newco the Saab branded heritage vehicles physically located in the United States and owned by GM as set forth on Schedule 5.8 (the "Heritage Vehicles") at the current appraised value of each such vehicle. In this regard, Newco acknowledges and agrees that some or all of the Heritage Vehicles may be subject to restrictions on use and further sale. GM reserves the right to dispose of any Heritage Vehicles not acquired by Newco pursuant to this provision at GM's sole discretion.

5.9 OnStar Agreement. Newco may, at its option, enter into its own agreement with OnStar ("OnStar"), consistent with current OnStar arms-length relationships with non-GM customers, pursuant to which OnStar shall provide its services for Contract Vehicles produced after the Closing.

5.10 XM Agreement. Newco may at its option attempt to enter into its own agreement with Sirius XM Radio, Inc. ("XM") pursuant to which XM shall provide its services for Contract Vehicles produced after the Closing. Newco agrees that all revenues payable by XM with respect to Saab vehicles produced prior to the Closing Date shall be payable to, and retained by GM, and, in the event Newco shall receive any of such revenues, Newco shall promptly remit all such revenues to GM. GM acknowledges that under its current agreement with XM, it would not be entitled to revenue sharing payments from XM with respect to Contract Vehicles.

5.11 Sale of Certain Saab Vehicles. Newco acknowledges that GM shall have the right, in accordance with its historical practice (a) anytime before Closing to sell any Saab vehicles and, anytime after the Closing, to sell any Pre-Existing Saab Vehicles in GM's possession, and (b) in connection with such sales and related marketing efforts, to use on a royalty-free basis, any Saab tradename and/or Saab trademark associated with such vehicles.

5.12 Sale of Other Vehicles by GM. Nothing in this Agreement or the Contracts shall be construed in any way to prevent, restrict or otherwise limit the ability of GM, its affiliates, successors or assigns to sell, distribute, or otherwise market any vehicle of any kind which is not badged as a Saab.

5.13 Export Limitations. Neither Newco nor any of its affiliates shall themselves, consent to or allow any third party to, export any Contract Vehicles outside of the United States in violation of applicable laws and regulations. Newco and its affiliates shall comply with all U.S. export and import laws, rules and regulations.

5.14 Privacy Matters. For purposes of this Section 5.14, (a) "Privacy Policy" means, with respect to any person, any written privacy policy, statement, rule or notice regarding the collection, use, access, safeguarding and retention of Personal Information of any individual, including a customer, potential customer, employee or former employee of such person, or an employee of any of such person's automotive or parts dealers, and (b) "Personal Information" means any information relating to an identified or identifiable living individual or "personally identifiable information" (as defined by Section 101(41A) of the U.S. Bankruptcy Code), including (i) first initial or first name and last name; (ii) home address or other physical address, including street name and name of city or town; (iii) e-mail address or other online contact information (e.g., instant messaging user identifier); (iv) telephone number; (v) social security number or other government-issued personal identifier such as a tax identification number or driver's license number; (vi) internet protocol address; (vii) persistent identifier (e.g., a unique customer number in a cookie); (viii) financial account information (account number, credit or debit card numbers or banking information); (ix) date of birth; (x) mother's maiden name; (xi) medical information (including electronic protected health information as defined by



the rules and regulations of the Health Information Portability and Privacy Act, as amended); (xii) digitized or electronic signature; and (xiii) any other information that is combined with any of the above. The parties acknowledge and agree that GM shall have no obligation to provide lists of customers located in Canada.

(i) At or prior to the Closing Date, Newco shall, and shall cause its affiliates who have access to such Personal Information provided, owned or controlled by GM to, establish Privacy Policies with respect to Personal Information provided, owned or controlled by GM that are substantially similar to the Privacy Policies of GM as of immediately prior to the Closing. For customer Personal Information that is included in customer lists and other customer information made available to Newco by GM, the principal applicable GM Privacy Policy is the GM Privacy Statement for U.S. Consumers at www.gm.com; and for warranty data, if any, provided by GM, the Privacy Policies of GM also include the requirement that warranty data shall not be linked by Newco to a customer's name or other Personal Information without GM's prior written approval nor shall it at any time be used for marketing purposes. With respect to customer Personal Information provided, owned or controlled by GM, Newco or its affiliates, as applicable, shall honor all "opt-out" requests or preferences made by individuals in accordance with GM Privacy Policies prior to closing or Newco Privacy Policies; provided that such GM Privacy Policies and any related "opt-out" requests or preferences shall be delivered or otherwise made available to Newco at or prior to the Closing, to the extent not publicly available.

(b) Notwithstanding anything herein to the contrary, with respect to all Personal Information owned or controlled by GM that is shared with Newco under this Agreement, Newco shall, and shall cause its affiliates and any other third party who has access to such Personal Information, to at all times comply with the applicable law and GM's Privacy Policies, including with respect to using, accessing, storing, handling, processing, transmitting and disposing of such Personal Information. Furthermore, with respect to Personal Information owned or controlled by GM and shared under this Agreement, written notice shall be provided to GM, as soon as reasonably practicable after Newco becomes aware of (i) any breach or potential breach of the applicable Privacy Policies of GM, or (ii) any incident where Personal Information may have been accessed by or disclosed to an unauthorized person. Nothing in this Section 5.14 shall constitute or result in a sale or transfer by GM of any such Personal Information shared by GM hereunder or in any way limit or restrict GM's continued collection, use and processing of any such Personal Information in accordance with GM's Privacy Policies. For a period of fourteen days following the Closing Date Newco shall include on its main website for Saab customers a conspicuous disclosure notice, providing information about Newco's procedures for Saab customers to opt-out of being contacted by Newco for marketing purposes, and notice of Newco's privacy statement. GM and Newco shall comply with the terms of established business relationship provisions in any applicable state and federal telemarketing laws. Saab retailers who are parties to Deferred Termination Agreements

shall not be required to transfer personally identifying information in violation of applicable law or existing privacy policies. Nothing in this Section 5.14 shall prohibit Newco from collecting, processing or using Personal Information acquired subsequent to the Closing Date from Saab customers in accordance with Newco's Privacy Policies and applicable laws.

5.15 GM Use of Trademarks and Service Marks. As provided for in the Trademark License and Assignment Agreement entered into contemporaneously with this Agreement by and among GM, Newco and Saab Automobile Parts AB, a company organized under the laws of Sweden with offices at 611 81 Nyköping, Sweden ("Saab Parts"), GM has been granted a worldwide, royalty-free, limited license to utilize the Saab Trademarks and Domain Names (as defined in the Trademark License and Assignment Agreement): (i) for use in GM's continued sale of service and aftermarket parts to Newco, GM authorized dealers, or ACDelco distributors and customers but only as follows: (a) as requested by Newco or Saab Parts; (b) as historically utilized on common parts which would require a change or modification to existing tooling and/or equipment to eliminate such trademarks or service marks; (c) on existing or previously ordered packaging and labels utilized with common parts until such supplies are exhausted; and (d) as reasonably necessary to identify product applications in connection with ACDelco's "All Makes, All Models" marketing and sales programs; provided, however, that the use contemplated in sub-section (i)(d) above shall not include the use or display of Saab logos and insignias and Saab model logos and insignias owned by or licensed to Newco; and (ii) as reasonably necessary for GM and General Motors of Canada Limited ("GM of Canada") to wind down Saab retailer operations in Canada, through December 31, 2010 (including but not limited to the sale, service, and repair of Saab badged vehicles and parts by such Saab retailers, GM, and GM of Canada); and (iii) as reasonably necessary for GM, GM of Canada and their respective authorized dealers in Canada to service and repair Saab badged vehicles.

5.16 Fees and Expenses Related to Separation Activities. Whether or not the Closing occurs, Newco shall reimburse GM for all reasonable out-of-pocket costs incurred by GM to reasonably assist Newco with all separation, relocation, start-up and other related activities related to the separation of the Saab business (the "Separation Activities"), to the extent such cost has been expressly approved in writing by Newco, including, without limitation, all setup fees expenses required by third party service providers; provided, however, that, unless and until Newco expressly approves in writing a Separation Activity and the related expenditure of costs, GM shall have no obligation to provide such Separation Activity or to incur such costs. GM and Newco shall reasonably cooperate with each other to implement the Separation Activities in an effort to complete such activities in a reasonable, expeditious and cost-effective manner. Newco acknowledges

that any delay in performing the Separation Activities prior to Closing may have an adverse impact on Newco's ability to conduct the Saab business immediately following the Closing and Newco agrees that any such delay shall not delay the Closing or have any other impact on the terms of this Agreement. Newco shall make such reimbursement payments to GM within five (5) business days after GM's delivery to Newco in accordance with Section 8.4 of documentation substantiating such costs.

5.17 Saab Dealer Agreements and Target Market Support .

Effective upon Closing: (a) GM shall assign and transfer or cause to be assigned or transferred to Newco, and Newco shall assume, all then-existing GM Saab Dealer Agreements in the United States as listed on Schedule A to this Agreement (the "Assigned Dealer Agreements"), including all obligations of GM or its Affiliates thereunder (other than the GM Retained Dealer Liabilities (as defined below)); (b) Newco will offer replacement dealer agreements on substantially similar terms as promptly as possible to all dealers and/or distributors that are the current signatories to the Assigned Dealer Agreements, but in no event later than October 1, 2010 (with the understanding that the expiration date for each such Assigned Dealer Agreement is October 31, 2010); (c) Newco will defend, indemnify and hold GM and its successors and assigns harmless from and against any losses, liabilities, damages, costs, claims, judgments and expenses (including reasonable attorney's fees) arising from and after date of this Agreement under the Assigned Dealer Agreements, including, without limitation, losses, liabilities, damages, costs, claims, judgments and expenses arising out of Newco's actions, inactions, breaches or non-performance of Newco's obligations under the Assigned Dealer Agreements after the date hereof; (d) GM shall retain or cause its Affiliates to retain all Liabilities (a) under the Assigned Dealer Agreements (i) which have arisen and matured or become due, payable or enforceable prior to the Closing, including Liabilities relating to any obligations that have matured or become due, payable or enforceable but remain unperformed or non-discharged by GM or its Affiliates as of the Closing, or (ii) that are attributable to any failure by GM or its Affiliates to comply with the terms thereof, and (b) arising under any and all deferred termination agreements entered into between GM or its Affiliates and GM Saab dealers prior to the Closing (in the case of each of (a)(ii) and (b), whether or not such Liabilities have arisen prior to the Closing) (collectively, the "GM Retained Dealer Liabilities"); and (e) Newco shall assume all dealer loan interest payments of Saab authorized dealers whose contracts are assigned to Newco by GM pursuant to sub-section (a) above.

5.18 State Franchising Law Approvals. Newco shall timely make all filings required of it under state licensing or state franchise laws in order for it to consummate the transactions contemplated by this Agreement and the Contracts and GM shall reasonably cooperate with Newco in making such filings. Newco, Saab Automobile AB, and Newco Parent shall each defend, indemnify, and hold GM and its successors and assigns harmless from

and against any losses, liabilities, damages, costs, claims, judgments and expenses (including reasonable attorney's fees) arising directly or indirectly from any failure to obtain any and all required licenses and permits and/or any failure to comply with any applicable state licensing or state franchise laws.

5.19 Continued Usage of Certain Advertising Agencies. For a 6 month transitional period following the Closing Date, GM agrees to forebear from the enforcement of certain exclusivity provisions between GM and McCann World Group (“McCann”) and allow McCann to provide Advertising services to Newco. Newco shall be solely responsible for the cost of all such services provided by McCann for Newco and Newco shall indemnify GM for any claims brought by McCann against GM relating to such services. GM reserves the right to fully enforce any and all provisions of its contracts with McCann in at GM’s sole discretion following the expiration of the 6 month transitional period referenced above.

5.20 United States Based Transitional Services. Exhibit X to this Agreement and the related schedules of Exhibit X, set forth the description, pricing, duration and certain other terms and conditions through which GM and/or GM affiliates will provide or cause to be provided to Newco certain transitional services. Payment terms for all transitional services provided pursuant to Exhibit X and this Section 5. 20 shall be net 30 days. GM shall provide Newco with a reasonable ability to audit the costs of such services as appropriate during the term for which such services are being provided, plus 6 months. Notwithstanding any provision in the General Transitional Services Agreement by and between Saab Automobile AB and GM, the SPA or an ancillary agreement to the SPA (collectively the “Other Agreements”), in the event of any inconsistency or dispute between the terms of the Other Agreements, and the terms of this Agreement and related schedules of Exhibit X hereto, the terms of this Agreement and related schedules of Exhibit X hereto, will control with respect to any and all transitional services being provided by or through GM and/or GM affiliates in the United States.

5.21 Appointment of Project Managers. GM and Newco shall each assign a project manager, who shall coordinate their respective efforts and act as the principal point of contact for activities and obligations under this Agreement.

5.22 Co-Location with other GM Brands.

(a) In the event a Saab authorized dealer is, as of the Closing Date, utilizing a shared showroom for both Saab branded vehicles and any GM branded vehicles (“Shared Showroom Facility”), Newco shall utilize its commercially reasonable efforts to require such dealer to permanently relocate the Saab showroom and permanently remove any Saab branded vehicles from the Shared Showroom Facility by the earlier of (i) the third anniversary of the Closing Date, or (ii) the introduction of any Saab branded vehicles

not produced Newco or supplied by GM. Additionally, Newco shall work with GM in good faith to ensure that no other non-GM branded vehicles are displayed in such Shared Showroom Facilities and that no additional Shared Showroom Facilities are established after the Closing Date.

(b) For purposes of this Section 5. 22, the relocation of a specific showroom and the removal of associated vehicles may be accomplished by the erection of a floor to ceiling wall or other solid non-transparent partition between the Saab showroom and the GM branded showroom spaces with no common or shared entry points.

Section 6 - Employee Matters

6.1 Newco may, in its sole business judgment, offer employment to GM salaried employees currently supporting the Saab brand in the United States, and former GM salaried employees who separated from GM between July 15, 2009 and February 28, 2010 pursuant to a GM sponsored (a) early retirement program, (b) mutual separation program, or (c) involuntary separation program (collectively the "Separated Employees").

6.2 Newco agrees to recognize the GM service of any Separated Employees hired by Newco for purposes of any initial benefit eligibility time periods under employee benefit programs offered by Newco (e.g., by waiving any waiting period for eligibility under the 401K plan or any health care plan).

6.3 Except for as provided in Section 6.1 above, Newco agrees that for a period of 2 years following Closing, neither Newco nor its affiliates will discuss employment opportunities with, solicit for employment or offer employment to, any current GM employee (excluding unsolicited requests for employment to Newco by GM employees and any GM employees responding to non-targeted Newco advertisements and/or postings for employment opportunities), without first providing to GM prior notice of its desire to do so which notice shall identify by name the employee Newco or its affiliate desires to hire or solicit for employment.

Section 7 - Dispute Resolution, Confidentiality, and Document Retention

7.1 Dispute Resolution. In the event of any dispute between the parties relating to this Agreement or the Contracts, the parties shall use their respective commercial reasonable efforts to resolve such dispute at an appropriate business level within their respective business organizations within twenty (20) days. Following the expiration of the 20-day period referenced above, either party may request that the dispute be escalated to a GM Assistant Treasurer, or his or her designee, and the President of Newco for resolution within an additional 20-day period. In the event the dispute is not resolved within such 20-day period, either party may request that the

dispute be further escalated to GM's Treasurer or Chief Financial Officer (at GM's discretion) and Newco's Chief Executive Officer for resolution. Should the dispute remain unresolved ten (10) days after being so escalated, each party shall be free to pursue further appropriate action that may be available to it, legal or otherwise, in its sole discretion.

7.2 Confidential Information. Prior to and after Closing, in connection with the parties' performance of this Agreement, the Contracts and the transactions contemplated hereunder and thereunder, each party may provide the other with information that is marked confidential or proprietary or that a reasonable person who deals with such information would believe that the party providing such information intends or is obligated to maintain it as confidential. The parties mutually agree to protect the confidentiality of any such information in the same manner in which each party protects similar information of its own, including but not limited to restricting the access to such information to a strictly need-to-know basis, as appropriate; provided, however, that such information shall not be shared, conveyed, or otherwise provided to any third parties without the prior written consent of the disclosing party.

7.3 Document Retention. With respect to the products, services, and business practices that are the subject of this Agreement and the Contracts, GM shall observe the requirements of GM's information lifecycle management (ILM) policies and procedures, as they may be amended from time to time by GM in its sole discretion, that apply to documents and information relating to such products, services and business practices (the "Documents").

Section 8 - General Provisions

8.1 Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party except that GM may assign this Agreement and the Contracts to any affiliate of GM which is then the owner of the rights and assets which are the subject of this Agreement.

8.2 Governing Law. This Agreement and each of the Contracts shall be construed and interpreted, and the rights of the parties shall be determined, in accordance with the substantive laws of the State of New York, without giving effect to any provision thereof that would require the application of the substantive laws of any other jurisdiction.

8.3 Waiver and Delay. No waiver by either party of any breach or series of breaches or defaults in performance by the other party, and no failure, refusal or neglect of either party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of either party's obligations under this Agreement, shall constitute a waiver of the provisions of this Agreement with respect to any subsequent breach

thereof or a waiver by either party of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

8.4 Notices. All notices, demands, requests, consents, approvals or other communications required or permitted to be given hereunder or that are given with respect to this Agreement or any Contract shall be in writing and shall be personally served, delivered by a nationally recognized overnight delivery service with charges prepaid, or transmitted by hand delivery, or facsimile, addressed as set forth below, or to such other address as such party shall have specified most recently by written notice. Notice shall be deemed given on the date of service or transmission if personally served or transmitted by facsimile with confirmation of receipt; provided, however, that, if delivered or transmitted on a day other than a day when banks are open for business in Detroit, Michigan or after normal business hours, notice shall be deemed given on the next business day. Notice otherwise sent as provided herein shall be deemed given on the next business day following timely deposit of such notice with an overnight delivery service:

If to GM: General Motors LLC
 Mail Code 482 C25 D81
 300 Renaissance Center
 Detroit, Michigan 48625
 Attn.: General Counsel
 Facsimile No.: (248) 267 4584

With copies (which shall not constitute notice) to:

 General Motors LLC
 Treasurer's Office
 767 Fifth Avenue
 New York, New York 10153
 Attention: Treasurer
 Facsimile No.: (212) 418 3630

If to Newco: Saab Automobile AB
 S-461 80 Trollhättan
 Sweden
 Facsimile No: +46 520 85 220
 Attention: General Counsel

Rejection of or refusal to accept any notice, or the inability to deliver any notice because of changed address of which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal or inability to deliver.

8.5 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto, subject to the restrictions on assignment contained herein. This Agreement does not confer any rights or remedies upon any person or entity, other than the parties hereto and their respective successors and permitted assigns.

8.6 Titles and Headings for Convenience. Titles and headings used in this Agreement are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of this Agreement.

8.7 Severability. Nothing contained in this Agreement shall be construed as requiring the commission of any act contrary to law. If any tribunal or court of competent jurisdiction deems any provision hereof unenforceable, such provision shall be modified only to the extent necessary to render it enforceable and the remaining provisions shall remain in full force and effect.


8.8 Entire Agreement. This Agreement (including the Non-Disclosure Agreement referenced in Section 7.2) and the Contracts contain all of the terms and conditions agreed upon by the parties hereto with reference to the subject matter hereof. No other agreements, oral or otherwise, shall be deemed to exist or to bind either of the parties hereto, and all prior agreements and understandings are superseded hereby. This Agreement cannot be modified or changed except by written instrument signed by both of the parties hereto.

8.9 Expenses. Except as otherwise provided in this Agreement or any Contract, and whether or not the transactions contemplated hereby are consummated, each party hereto shall bear all costs and expenses incurred or to be incurred by such party in connection with this Agreement and the consummation of the transactions contemplated hereby.

8.10 Counterparts; Signature. This Agreement may be executed in more than one counterpart and by facsimile or electronic image, each of which shall constitute an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives effective as of the date first written above.

General Motors LLC



Enrico Digirolamo
(by Power of Attorney)
Date: February 23, 2010

Saab Automobile AB



Jan-Åke Jonsson
(Director)
Date: February 23, 2010