

EXHIBIT D

SAAB VEHICLE SUPPLY AGREEMENT

This SAAB VEHICLE SUPPLY AGREEMENT (this "Agreement") is dated as of February 23, 2010, between **GENERAL MOTORS OVERSEAS DISTRIBUTION CORP.** ("GMODC"), a corporation organized and existing under the laws of the State of Delaware, U.S.A. and **Saab Automobile AB** ("SAAB"), a company organized under the laws of Sweden. GMODC and SAAB are referred to collectively as the "Parties".

RECITALS

WHEREAS, General Motors Company ("GM") has entered into a Share Sale and Purchase Agreement ("SPA") to sell its ownership interest in SAAB to Spyker Cars N.V.;

WHEREAS, in connection with this sale, GM, through the GM Parties, desires to supply to SAAB on a contract basis, and SAAB wishes to purchase, 9-4X SAAB vehicles constructed from the Theta Epsilon platform, and related parts, accessories and other materials; and

WHEREAS, the Parties have agreed that GM Affiliates, as defined below, shall enter into a separate supply agreement for parts and accessories and their related material with SAAB Automobile Parts AB, a wholly-owned subsidiary of SAAB.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

SECTION 1

DEFINITIONS

The following terms shall have the meanings herein specified whether used in the singular or plural:

1.1 "Affiliate" means, with respect to a Party, any other legal entity that controls, is controlled by or is under common control with such Party. "Control" and derivative terms (such as Controlling or Controlled) means, the direct or indirect ownership of at least forty percent (40%) of the voting rights (or their equivalent) of an entity or the right to exercise management control. The Parties acknowledge and agree that for the purpose of this Agreement, SAAB is not considered a GM Affiliate.

1.2 "Allocation Share" means 19.7 percent (19.7 %), based upon planned production volumes of 50,000 Vehicles and 203,575 GM badged vehicles constructed from the Theta Epsilon platform during the life of the Agreement.

1.3 "Change of Control" with respect to a Party means: (i) the sale or other disposition by such legal entity of all, or substantially all, of the assets of such legal entity; or (ii) any merger, acquisition, sale of voting control, sale of equity interests of such Party or similar transaction in which the ultimate equity holders owning interests (directly or indirectly) representing a majority

of the voting power of such Party (immediately prior to the subject transaction or series of transactions) do not own a majority of the outstanding voting power of the surviving entity (directly or indirectly).

1.4 “Common Changes” means changes affecting the interior or exterior styling, content, equipment, homologation, quality, performance or material for both the Vehicles and any GM model constructed from the same vehicle platform.

1.5 “Effective Date” means the Completion Date as defined in the SPA.

1.6 “GM Group” means GM, GMODC, General Motors de Mexico (“GMM”) and GM Affiliates.

1.7 “Project Managers” means the persons appointed according to Section 3.2.

1.8 “Project Directors” means the persons appointed according to Section 3.2.

1.9 “Specifications” means the Saab 9-4X Content Summary and the GMT168 Performance Targets as set forth in Exhibit 1.

1.10 “Supply” means the manufacture, sale and delivery of Vehicles as described in this Agreement.

1.11 “Trademarks” means trademarks, service marks, trade names, service names, taglines, slogans, industrial designs, brand names, brand marks, trade dress rights, Internet domain names, identifying symbols, logos, emblems, signs or insignia protected, created or arising under the laws of any applicable jurisdiction.

1.12 “Unique Changes” means changes affecting the interior or exterior styling, content, equipment, homologation, quality, performance or material for only the Vehicles.

1.13 “Vehicles” means the 9-4X SAAB vehicles constructed from Theta Epsilon platform to be manufactured by GMM at its production facility located in Ramos Arizpe, Mexico (or other manufacturing location in accordance with Section 7.1), sold to GMODC and, in turn, sold to SAAB.

SECTION 2

DESIGN AND DEVELOPMENT OF VEHICLES

2.1 Development of Vehicles. The Parties stipulate that most of the development phase for the Vehicle has been completed. SAAB is responsible for defining interior and exterior styling and characteristics, as well as identifying appropriate materials and equipment specifications which will differentiate the Vehicles from GM models to be constructed from the same vehicle platform. Such differentiation is included in the Specifications. SAAB will pay the GM Parties for development costs as specifically and exclusively set forth in this Agreement.

2.2 Final Specifications. The Specifications have been agreed upon and finalized as set forth in Exhibit 1. Any changes to the Specifications shall be handled pursuant to Sections 2.7-2.9.

2.3 Export Certification/Homologation/Type-Approvals. GMODC shall obtain and is responsible for completion of all required certification testing and documentation, including but not limited to safety and emission approval, for currently approved export GMT168 markets as identified in Exhibit 2, except for Taiwan where type-approval must be completed in-country. SAAB is responsible for obtaining type-approval for the Vehicles for Taiwan (if, at its sole option, SAAB elects to apply for such type-approval); and except for Mexico, the United States and Canada. GMODC shall submit all required emissions certification testing and documentation on behalf of SAAB such that SAAB will be identified as the Original Equipment Manufacturer of the Vehicles in connection with applicable emissions requirements. The Parties note that all approval costs for the approved export GMT168 markets as identified in Exhibit 2, except for Taiwan, are included in the estimated Pre-SORP Engineering Costs as specified in Exhibit 3 (Pre-SORP Engineering Costs). The Pre-SORP Engineering Costs do not include approval costs related to Vehicles produced pursuant to a possible Diesel Program, as described in Section 2.11. GMODC will provide SAAB with a quotation of the fee for services in connection with certification testing and documentation activities for any additionally approved export markets. If SAAB accepts in writing the quotation, GMODC will perform the services. With regard to third party expenses incurred by the GM Group, GMODC shall endeavor to provide SAAB with invoices for such work as promptly as possible and SAAB shall pay any such invoiced amounts to GMODC on the later of (i) two (2) business days prior to the date upon which the GM Group is obligated to make such payments to such third parties or (ii) thirty (30) days following receipt of invoice from GMODC. With regard to work performed by the GM Group, SAAB shall pay for such work to GMODC within 30 days following receipt of invoice from GMODC. GMODC shall provide all applicable safety and emission documentation, including but not limited to test reports and certificates, to SAAB upon its request, within five (5) business days following receipt of such request. GMODC shall keep records of all production, testing and certification they perform in connection with the Vehicles in accordance with the GM Group's normal business practices, but in no event for less than any period required by applicable regulation.

2.4 Start of Production. The targeted start of regular production ("SORP") of the Vehicles is April 2011, as further detailed in the Master Timing Chart (Exhibit 4), provided, however, that the Parties shall jointly review if there are commercially sensible ways whereby the SORP can be brought forward. The Parties shall perform the Vehicle buy-off review with representatives from the Parties present on site as a prerequisite to SORP.

2.5 Production Period. GMODC shall produce the Vehicles for a period of four (4) years, through December 2014 (the "Production Period"). SAAB shall provide notice to GMODC by January 31, 2013, if it wishes to extend the Production Period further. If, upon receipt of the notice, GMODC is interested in pursuing such an extension, it shall so notify SAAB no later than February 28, 2013 and thereafter, the Project Directors shall meet during the first quarter of 2013 and determine whether modifications to this Agreement are necessary and, if so, attempt to negotiate mutually acceptable terms for an extension.

2.6 Engineering Costs to Program Completion. SAAB will reimburse GMDOC for engineering work to be performed by the GM Group from the Effective Date until SORP required for the Vehicles to be ready for SORP. The Parties' understanding as of the Effective Date is that the charge for such work is estimated to be \$9,600,000, as specified in Exhibit 3 (Pre-SORP Engineering Costs). The Parties acknowledge and agree that the \$9,600,000 may be subject to change in the event that the scope of pre-SORP engineering changes. GMDOC will promptly notify SAAB of any such change before the GM Group performs any work or incurs any expenses. Upon such written notice to SAAB, the Project Managers shall meet and discuss the change and how a cost increase for SAAB can be avoided or mitigated. GMDOC shall not be responsible or liable for any delays in SORP that are attributable to this discussion and resolution process. With regard to third party expenses incurred by the GM Group, GMDOC shall endeavor to provide SAAB with invoices for such work as promptly as possible and SAAB shall pay any such invoiced amounts to GMDOC on the later of (i) two (2) business days prior to the date upon which the GM Group is obligated to make such payments to such third parties or (ii) thirty (30) days following receipt of invoice from GMDOC. With regard to work performed by the GM Group, SAAB shall pay for such work to GMDOC within 30 days following receipt of invoice from GMDOC.

2.7 Regulatory Changes. Any design changes require as a result of regulatory changes will be determined through the Change Management Process (Exhibit 5). If there are changes to regulatory requirements which require Common Changes, GMDOC will advise SAAB of the required changes and GMDOC shall provide SAAB with a copy of the GM Parties' study of the proposed Common Change. GMDOC shall implement such changes and SAAB shall reimburse GMDOC according to the Allocated Share for the work performed in connection with such Common Changes. If there are changes to regulatory requirements which require Unique Changes, GMDOC shall implement such changes and SAAB shall reimburse GMDOC for the work performed by the GM Group in connection with such Unique Changes. As detailed in Exhibit 5, prior to beginning such work, GMDOC shall provide SAAB with a detailed description of the work to be performed and the charge for such work. SAAB shall provide a written authorization for the work within ten (10) business days, and the GM Parties shall implement approved changes as soon as reasonably possible after receipt of SAAB's written authorization. GMDOC shall not be responsible or liable to SAAB for any production delays that are attributable to this discussion and resolution process. With regard to third party expenses incurred by the GM Group, GMDOC shall endeavor to provide SAAB with invoices for such work as promptly as possible and SAAB shall pay any such invoiced amounts to GMDOC on the later of (i) two (2) business days prior to the date upon which the GM Group is obligated to make such payments to such third parties and (ii) thirty (30) days following receipt of invoice from GMDOC. With regard to work performed by the GM Group, SAAB shall pay for such work to GMDOC within 30 days following receipt of invoice from GMDOC.

2.8 Lifecycle Engineering, Annual and Mid-Cycle Enhancements. Any lifecycle engineering for Annual and Mid-Cycle Enhancements will be determined through the Change Management Process (Exhibit 5). Planned and GM approved mid-cycle enhancements are specified in Exhibit 6 (Forecast Lifecycle Engineering and Mid-Cycle Enhancements). For lifecycle engineering required by Common Changes, SAAB shall reimburse GMDOC for engineering work and tooling according to the Allocation Share. Prior to incurring any costs and expenses, GMDOC shall provide a detailed estimate of the charges for such enhancements or changes as set forth in

Exhibit 5, it being acknowledged that SAAB will be notified and consulted before any costs are incurred so that any concerns SAAB may have are duly considered by the GM Parties in good faith; provided, however, that the final decision with respect to such expenditures will be at the sole discretion of the GM Parties. For lifecycle engineering required by Unique Changes, SAAB will reimburse GMODC for engineering work and tooling. Prior to incurring any costs and expenses, GMODC shall provide a detailed estimate of the charges for such enhancements or changes as set forth in Exhibit 5, and SAAB shall provide a written authorization within ten (10) business days. GMODC shall not be responsible or liable to SAAB for any production delays that are attributable to this discussion and resolution process. With regard to third party expenses incurred by the GM Group, GMODC shall endeavor to provide SAAB with invoices for such work as promptly as possible and SAAB shall pay any such invoiced amounts to GMODC on the later of (i) two (2) business days prior to the date upon which the GM Group is obligated to make such payments to such third parties or (ii) thirty (30) days following receipt of invoice from GMODC. With regard to work performed by the GM Group, SAAB shall pay for such work to GMODC within 30 days following receipt of invoice from GMODC.

2.9 Specifications and Product Changes. In addition to changes pursuant to Sections 2.7 and 2.8, SAAB may request Common Changes and Unique Changes which will be determined through the Change Management Process (Exhibit 5). If a Common Change is approved by the GM Parties, SAAB shall reimburse the GM Parties for work performed in connection with such change according to the Allocation Share. For a request by SAAB for a Unique Change, the GM Parties shall provide a detailed estimate of the charge associated with such change prior to beginning any work, and SAAB shall provide a written authorization within ten (10) business days. GMODC shall not be responsible or liable to SAAB for any production delays that are attributable to this discussion and resolution process. With regard to third party expenses incurred by the GM Group, GMODC shall endeavor to provide SAAB with invoices for such work as promptly as possible and SAAB shall pay any such invoiced amounts to GMODC on the later of (i) two (2) business days prior to the date upon which the GM Group is obligated to make such payments to such third parties or (ii) thirty (30) days following receipt of invoice from GMODC. With regard to work performed by the GM Group, SAAB shall pay for such work to GMODC within 30 days following receipt of invoice from GMODC.

2.10 Engine Elongation. The Parties note that a supplier to the GM Parties has decided to discontinue automatic transmission for a certain engine type and SAAB has therefore elected to elongate the 2.8 liter engine with automatic transmission for incorporation in the Vehicles, which will drive additional engineering costs. The Parties' understanding as of the Effective Date is that this additional engineering cost is estimated to be \$5,600,000, as specified in Exhibit 7 (Engine Elongation Costs). The Parties acknowledge and agree that the \$5,600,000 may be subject to change, and GMODC will promptly advise SAAB of any such change before the GM Group performs any work or incurring any expenses. Upon notice to SAAB, the Project Managers shall meet and discuss the change and whether a cost increase for SAAB can be avoided. GMODC shall not be responsible or liable to SAAB for any production delays that are attributable to this discussion and resolution process. With regard to third party expenses incurred by the GM Group, GMODC shall endeavor to provide SAAB with invoices for such work as promptly as possible and SAAB shall pay any such invoiced amounts to GMODC on the later of (i) two (2) business days prior to the date upon which the GM Group is obligated to make such payments to such third parties or (ii) 30 days following receipt of invoice from GMODC.

With regard to work performed by the GM Group, SAAB shall pay GMODC for such work within 30 days following receipt of invoice from GMODC.

2.11 Possible Diesel Engine Program. The Parties agree to continue to study the feasibility of incorporating a diesel engine into the Vehicles (“Diesel Program”), with each Party’s cost of such study being borne by such Party. Should the Parties decide to pursue the Diesel Program, the Parties will enter into a supplement to this Agreement setting forth a detailed quotation by the GM Parties, including the manufacturing investment, engineering costs, and tooling costs, as well as the timing for the implementation of the Diesel Program, and SAAB’s written approval thereof. This supplement shall also include any other changes to the terms and conditions of this Agreement as a consequence of the increased production volume of the Vehicles.

2.12 Trademarks. GMM shall include on the Vehicles such marks owned by or licensed to SAAB or its Affiliates as may be reasonably specified by SAAB. Such arrangement shall not be deemed to be a trademark license or an authorization for the GM Group to use such marks for any other purpose. All marks shall in all respects remain the property of SAAB and its Affiliates (as the case may be) and shall in no way become the property of the GM Group. All goodwill to the marks shall be vested in SAAB and its Affiliates (as the case may be). Not less than ninety (90) days prior to SORP, the Parties shall meet to review any visible GM brands on the Vehicles and identify whether any such marks should be deleted, the Parties acknowledging that any request for deletion by SAAB should be handled pursuant to Section 2.9.

2.13 Manufacturer of Record and Importer of Record. Except as expressly provided otherwise in this Agreement the Parties acknowledge and agree that GMM shall be the Manufacturer of Record of the Vehicles in all mutually approved GMT168 markets and SAAB will be the Importer of Record of the Vehicles in all markets and jurisdictions.

SECTION 3

MANAGEMENT AND OPERATION

3.1 Mutual Cooperation. Each Party shall provide the full measure of cooperation reasonably required to fulfill the objectives of this Agreement. Each Party shall be responsible to participate in regular reviews of engineering and assembly, and reviews of any other business issues, including distribution, field performance, customer satisfaction, volume forecasts, and production-to-schedule performance, as may arise during the Term of this Agreement. Each Party shall freely exchange certain technical and business information pertinent to the Vehicles, so that the Parties can adequately monitor and coordinate, among other things, compliance with applicable laws and regulations, manufacturing status, service readiness, timing, and costs. Each of the Parties shall ensure that it maintains the appropriate organization to fulfill the objectives of this Agreement. 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 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, including shareholders, without the prior written consent of the disclosing Party.

3.2 Program Management. GMODC and SAAB shall each appoint a “Project Manager” on an operating level. The role of the Project Manager is to be the first point of contact when issues related to this Agreement arise and the Program Managers will in good faith discuss and negotiate any such issues. The Parties shall also appoint a Project Director to be the second point of contact to resolve any issues which could not be resolved between the Project Managers, and to oversee overall relationship issues arising under this Agreement. SAAB and GMODC may change Project Managers or Project Directors by providing appropriate notice to the other but reasonable effort will be exercised to maintain continuity in connection with such positions.

3.3 On-Going Joint Operations Meeting. The Parties shall also set up an on-going joint operations meeting (the “Operations Meeting”). The Operations Meeting’s membership shall consist of a number of each Party’s representatives belonging to departments such as Finance, Quality, Program Management, and Engineering. The Operations Meeting will be co-chaired by the Project Director (or their designee) of each Party. SAAB and GMODC shall be entitled to remove and replace members of the Operations Meeting appointed by it by providing appropriate notice to the other but reasonable effort will be exercised to maintain continuity in connection with such positions. Other non-permanent representatives of each Party may attend the meetings according to needs raised by current activities. Unless otherwise agreed in writing by the Parties, the members of the Operations Meeting shall meet on a regular basis at least four (4) times per year for ongoing activities. Minutes of each meeting of the Operations Meeting shall be signed by a representative of SAAB and by a representative of GMODC.

3.4 Functional Working Groups. In addition, the Parties may nominate Functional Working Groups for the purpose of enabling the Parties to exchange appropriate functional data and information and to enter a process of exchange throughout the development, execution and life cycle phases of the project subject to Section 3.1.

SECTION 4

FORECASTS, VEHICLE ORDERS AND DISTRIBUTION

4.1 Production and Capacity. The GM Parties agree, at all times during the Production Period, to reserve a production capacity of 12,500 Vehicles per year, with a reserved peak production of up to 13,500 Vehicles in one year only of the Production Period; provided, however, that subject to Section 4.3, production is scheduled relatively evenly and does not exceed 1,500 per month without specific approval of GMODC or its designee. The GM Parties agree to reserve a production capacity of 12,500 Vehicles also for the year of SORP and GMODC hereby approves to exceed 1,500 per month if necessary to reach a production capacity of 12,500 Vehicles for the year of SORP. The GM Parties will make reasonable efforts to accommodate normal seasonal

variation, and to accommodate reasonable production requests to facilitate a successful Vehicle launch following SORP, while still fulfilling production commitments for GM vehicles.

4.2 Forecasts. SAAB will submit its initial volume forecasts and updates to the GM Group in accordance with the processes and procedures utilized by GMM at its vehicle assembly facilities to facilitate appropriate scheduling. These processes and procedures are set forth in Exhibit 8. Such processes and procedures may be modified as necessary consistent with any general processes and procedures changes adopted by the GM Group; provided, however that SAAB shall be informed of any such planned changes before such changes are implemented to allow for SAAB's adherence hereto. If SAAB's forecasted volume exceeds the maximum Vehicle annual production capacity set forth in Section 4.1, SAAB will communicate that fact to the GM Parties, which may, at their discretion, make a proposal to meet the additional capacity requirements.

4.3 Orders. SAAB will submit firm Vehicle orders to the GM Parties, and the GM Parties will confirm such orders, in accordance with the processes and procedures as set forth in Exhibit 8. SAAB agrees that it will order a minimum of 5,000 Vehicles on a rolling twelve (12) months basis during the Production Period, and that if it fails to do so for reasons other than force majeure, the GM Parties shall have the option to terminate this Agreement as set forth in Section 9.3 as its sole remedy.

4.4 Distribution. Vehicles will be distributed at launch to dealerships in the U.S. and Canada. Sales in the other countries specified in Exhibit 2 shall commence as agreed by the Project Managers.

4.5 Material Support. SAAB will have all marketing and distribution responsibility for Vehicles under this Agreement. The GM Group will also provide such assistance as is reasonably required with respect to service technical manuals, special service tools, owner's manuals and the like, with the detailed obligations set forth in the separate supply agreement for parts and accessories and their related material between a GM Affiliate and SAAB Automobile Parts AB.

4.6 Pre-Production Vehicles. Pre-production vehicle needs, costs and requirements will be addressed within the framework of the Operations Meeting.

SECTION 5

VEHICLE PRICING

5.1 Purchase Price. The "Purchase Price" per Vehicle shall consist of the Contribution Cost, the Manufacturing Cost, the Markup, Special Tooling Cost, Direct Engineering Cost, and the GMODC Administrative Fee as defined in Sections 5.2-5.7 and as calculated in Exhibit 9 (Purchase Price).

5.2 Contribution Cost. The "Contribution Cost" represents GMM's actual contribution costs for the Vehicles relating to standard and optional content, materials costs and inbound freight

costs and as detailed in Exhibit 9. The Parties agree to adopt a process within sixty (60) days of the Effective Date to determine the methodology for adjusting the Contribution Cost for variations in GMM's materials costs and inbound freight costs to be passed through.

5.3 Manufacturing Cost. The "Manufacturing Cost" means the agreed and fixed amount for GMM's manufacturing costs for the Vehicles based on planning volumes, and the powertrain structural, provided that the powertrain continues to be sourced from Ramos Arizpe, as detailed in Exhibit 9.

5.4 Markup. The "Markup" means a mark-up on the Contribution Cost and the Manufacturing Cost of two percent (2%) as detailed in Exhibit 9.

5.5 Special Tooling Costs. "Special Tools" are the tools required to manufacture SAAB specific components, parts and assemblies for Vehicles. SAAB will reimburse GMODC for Special Tool costs in the following manner:

(a) SAAB will pay GMODC \$39,000,000 USD no later than thirty (30) days prior to the date of actual SORP, provided that written notice thereof shall be received at least thirty (30) days prior to the date payment is due. Upon such payment, SAAB will be granted ownership in the Special Tools listed in Exhibit 10, and having a cost of \$75,000,429 USD, at the end of the Production Period, subject to Section 5.5(d).

(b) In addition, during the Term of this Agreement, SAAB will pay GMODC \$248 USD per Vehicle for Additional Special Tools as a component of the Vehicle Purchase Price as detailed in Exhibit 9. Such Additional Special Tools are listed in Exhibit 11. At the end of the Production Period, the total payments by SAAB attributable to the Additional Special Tools component of the Purchase Price will be calculated. If such calculated amount equals \$24,276,555 or more, then SAAB will be granted ownership in the Additional Special Tools, subject to Section 5.5(d). If such calculated amount is less than \$24,276,555, then, subject to Section 5.5(d), (i) SAAB will be granted ownership of Additional Special Tools having a price, as set forth in Exhibit 11, approximating the calculated amount to the extent practicable; and (ii) SAAB also shall have the right to purchase the remaining Additional Special Tools upon its payment to GMODC of the difference between the calculated amount and \$24,276,555 USD.

(c) Finally, SAAB will be granted ownership to any new Special Tools for which it has paid GMODC according to Section 2.7-2.9, at the end of the Production Period, and subject to Section 5.5(d).

(d) SAAB agrees that, at the end of the Production Period, (i) it shall assume all responsibility for all GM Group obligations under law, including but not limited to contractual and regulatory obligations, with respect to production obligations for all aftersales parts, components and assemblies for Vehicles for which such Special Tool is used; and (ii) it will indemnify the GM Group, in a form and manner acceptable to GMODC, with respect to all claims arising out of any alleged failure of SAAB to satisfy the obligations set forth in (i), above.

5.6 Direct Engineering Costs. SAAB will reimburse the GM Parties for the direct engineering costs they have incurred with respect to the Vehicles prior to the Effective Date

through a fixed fee of \$965 included in the Purchase Price of each Vehicle during the Production Period as detailed in Exhibit 9.

5.7 Administrative Fee. The Purchase Price for each Vehicle shall include a fixed GMODC administrative fee of \$150 USD.

5.8 Application to Diesel Program Vehicles. For the avoidance of doubt, it is intended that the elements of the Purchase Price identified in Section 5.1 will apply to Vehicles produced under the Diesel Program.

5.9 Back-Office Systems. SAAB is responsible for conforming its back-office systems (e.g., computers, software programs, etc.) to GM Group requirements for purposes of Vehicle ordering, warranty administration and aftersales support. GMODC will consult with SAAB with respect to any such changes to facilitate SAAB's ability to accommodate them. SAAB shall bear all costs associated with any necessary changes to SAAB's system.

SECTION 6

PAYMENTS

6.1 Payment. SAAB will pay for Vehicles as set forth in Section 5 within ten (10) days following the date of invoice.

6.2 No Set Off. SAAB's payment obligation is not subject to any set off by SAAB of any amount that may be payable (or alleged to be payable) by the GM Parties to SAAB, or of any amount that SAAB alleges is owing to SAAB by another GM Group entity or other third party.

6.3 Standby Letter of Credit. SAAB shall maintain an irrevocable standby letter of credit in favor of GMODC with a financial institution and on terms and conditions reasonably acceptable to GMODC, in an amount sufficient to satisfy SAAB's payment obligations for Vehicles ordered but not yet delivered, for which GMM has incurred costs or made commitments to its suppliers; or delivered but not yet paid for by SAAB.

SECTION 7

MANUFACTURING STANDARDS, INSPECTIONS AND LIABILITY

7.1 Manufacturing Standard. GMM shall manufacture the Vehicles exclusively for SAAB in accordance with the Specifications and all applicable laws, directives, rules, regulations and standards. Unless otherwise advised by the GM Parties, the Vehicles shall be manufactured at GMM's Ramos Arizpe plant. SAAB will be notified and consulted prior to any change in manufacturing location and any concerns SAAB may have with respect to such change in location shall be duly considered by the GM Parties in good faith; provided, however, that the final decision with respect to any change in manufacturing location will be at the sole discretion of the GM Parties unless the change would increase the Purchase Price in which case any such

change in manufacturing location shall be subject to SAAB's prior consent which shall not be unreasonably withheld. GMM shall maintain quality process, control, and testing standards in the assembly of Vehicles at the Ramos Arizpe plant (or other manufacturing location in accordance with this Section 7.1) in accordance with the standards in place at the GMM's existing assembly facilities (the "GM Quality Control Standards").

7.2 Right to Audit. With respect to any work to be reimbursed by SAAB or GM under this Agreement, the Parties will maintain and grant reasonable access to the other Party for a period of six (6) months after final payment to all records and other evidence reasonably necessary to audit and confirm the amounts paid and/or payable to the other Party under the terms of this Agreement. Such audit will be done upon the auditing Party's reasonable prior notice to the other Parties and during the other Party's usual business hours without disruption to the other Party's business operations. All such audits performed by a Party shall be at that Party's sole cost and expense, provided that such costs and expenses shall not include the other Party's internal costs or expenses. The other Party will reasonably cooperate so that any such audit by a Party is promptly completed and any associated issues promptly resolved between the parties.

7.3 Inspection and Testing. GMM shall inspect and test each Vehicle in accordance with the GM Quality Control Standards.

7.4 Delivery Inspection. SAAB shall be entitled to inspect each shipment of Vehicles at GMM's Ramos Arizpe plant (or other manufacturing location in accordance with Section 7.1) when such shipment is ready for delivery. The Parties shall mutually develop and agree upon appropriate procedures for the time, place, and manner of such inspections.

7.5 Acceptance and Rejection. SAAB shall accept delivery of each shipment of Vehicles within the inspection period provided in Section 7.4 above; provided, however, that SAAB may reject any Vehicle that fails to conform with the Specifications or the GM Quality Control Standards. Any such rejected Vehicles shall be promptly replaced or repaired by GMM at GMM's sole cost and expense to the extent necessary to bring the Vehicles in to conformance with the Specifications and GM Quality Control Standards. Once repaired or corrected, previously rejected Vehicles shall then be resubmitted for inspection in accordance with the procedures set forth above.

7.6 Shipment. Vehicles accepted by SAAB pursuant to Section 7.5 above will promptly be delivered by GMM FCA (*Incoterms*) Ramos Arizpe plant to a carrier specified by or on behalf of SAAB. Title and risk of loss or damage to the Vehicles shall pass from GMM to SAAB immediately upon such delivery. SAAB shall arrange and pay for all transportation and insurance relating to the Vehicles from the point of delivery to the carrier specified by or on behalf of SAAB. In the event there is a change in the manufacturing location as contemplated in Section 7.1 above, the terms of this Section 7.6 and Exhibit 7 will be modified as appropriate to reflect such change in location; provided that SAAB shall not incur any additional costs as a result of such a change in the manufacturing location.

7.7 Exclusion of Warranties. THE GM PARTIES MAKE NO WARRANTIES OF ANY KIND WITH RESPECT TO THE VEHICLES, INCLUDING ANY WARRANTIES AS TO MERCHANTABILITY, WORKMANSHIP, OR FITNESS FOR ANY PURPOSE, EITHER

EXPRESS OR IMPLIED. IN THIS REGARD, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE VEHICLES ARE SOLD TO SAAB ON AN "AS IS, WHERE IS" BASIS WITH NO RECOURSE FINANCIAL OR OTHERWISE.

7.8 SAAB Responsibility. SAAB will be responsible in accordance with the provisions of the written warranties (including but not limited to the emissions warranty) it provides to dealers or other customers for repairing or replacing, at its cost and expense, any defective or malfunctioning parts of any Vehicle, whether such defect or malfunction results from defects in design, material, or workmanship, that are discovered after SAAB has taken delivery to the Vehicle. SAAB will make available to the GM Parties such information about warranty performance and customer satisfaction as may be useful to GMM in improving its processes.

7.9 Emissions and Fuel Economy Requirements. For purposes of U.S. Environmental Protection Agency ("EPA") and California Air Resources Board ("CARB") emissions requirements, excluding greenhouse gas standards, it is the intent of the parties that SAAB shall be the Manufacturer of Record for the Vehicles, with GM submitting all EPA and CARB emissions filings on SAAB's behalf as SAAB's agent. For purposes of U.S. National Highway Traffic Safety Administration ("NHTSA") fuel economy requirements and CARB and EPA greenhouse gas standards, it is the intent of the Parties that GM shall be the Manufacturer of Record of the Vehicles. GM and Saab agree to jointly prepare the submissions to CARB, EPA and NHTSA necessary to achieve this allocation of responsibility.

7.10 Federal Motor Vehicle Safety Standards and Regulations Requirements. For purposes of U.S. National Highway Traffic Safety Administration ("NHTSA") safety standards and regulations requirements, the Parties agree that GM shall be the Manufacturer of Record of the Vehicles and SAAB will be the importer of record for all vehicles. GM will prepare required NHTSA filings related to Manufacturer of Record issues such as new model year information. SAAB will prepare required NHTSA filings related to Importer of Record issues such as HS-7 form filings. In addition, GM will represent SAAB as provided in section 8.2.

SECTION 8

PRODUCT LIABILITY, RECALLS AND ACCESS TO RELATED INFORMATION

8.1 Product Liability Claims. SAAB is solely responsible for all product liability claims involving the Vehicles and shall indemnify, defend, and hold the GM Group and its affiliates harmless from any such product liability claims.

8.2 Product Investigations and Recalls.

8.2.1 The Parties acknowledge that each has an interest in timely and effective investigation and resolution of field issues that may require Recall; timely and accurate reporting about field issues and Recalls where governments require it; and timely and accurate responses to government inquiries about field issues.

8.2.2 Field Issue Investigations. In the event any Vehicles supplied by GMM under this Agreement are identified by a Party, or as a result of a government request for information, or government finding, as possibly containing a defect or noncompliance with mandatory requirements under applicable law which might necessitate an affirmative action in the form of a noncompliance, safety or emissions related recall (collectively a "Recall"), the Party shall immediately notify the other Parties, and the Parties will work together promptly to conduct a technical analysis of the matter in accordance with GM's Global Field Performance Evaluation Process (the "FPE Process"). The GM Parties shall include SAAB, as appropriate, and SAAB shall participate, as appropriate, in the FPE Process, including as a member of the Global Investigation and Recall Communication Team with respect to the Vehicles.

8.2.3 Recall Decisions. The GM Parties will make Recall decisions concerning the Vehicles in accordance with the FPE Process, with full cooperation and support from SAAB. If the GM Parties determine that a Recall is necessary, any such decision in this regard shall be made in good faith, taking into consideration the views and opinions of SAAB.

8.2.4 Representation before Governmental Agencies. GM shall represent the interests of both SAAB and the GM Parties 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 Vehicles, except as provided below. To the extent any such request could reasonably result in significant financial exposure to SAAB, GM shall consult with SAAB regarding such requests and in good faith fully consider SAAB's positions, suggestions and strategies.

8.2.5 Governmental Authority Finding. The Parties shall promptly notify each other upon the receipt of a government request for information or government finding of a safety defect 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 Vehicles, or when such Party is required to provide reports or responses to government requests for information that may involve the other Party's vehicles. In the event of a finding by any governmental agency of such a defect or noncompliance, (a) negotiations with that governmental agency about the amount of civil penalties, fines or other monetary assessment, or a recall or notification campaign, and (b) a decision on whether to challenge the findings of such, shall be conducted or made by GM, taking into consideration the views and opinions expressed by SAAB.

8.2.6 Reports to Governmental Authorities. GM shall submit to the applicable governmental agency reports and data applicable to the Vehicles that are required to be submitted under applicable law as contemplated by the parties pursuant to Sections 7.9, 8.2 and 8.3. Information in SAAB's possession reasonably necessary for such reports shall be furnished to GM by SAAB on a timely basis, and SAAB shall give reasonable assistance to GM in the preparation of such reports. As Importer of Record, SAAB shall prepare and send all notices, bulletins and other communications to SAAB Authorized Dealers regarding defects in the Vehicles, with support from GM. GM shall endeavor to keep SAAB informed of information and reports and data filed with any governmental agency with respect to the Vehicles and

provide SAAB with copies of all such materials upon SAAB's request. Neither the GM Parties nor the GM Group shall have any responsibility with respect to data, inferences or conclusions that would have been drawn with respect to data in SAAB's possession which was not otherwise in GM's possession.

8.2.7 Cost. GM's costs to (a) investigate potential defects and respond to government information requests for ten (10) years from first retail sale of the Vehicle, and (2) provide self-certification regulatory sign-off and complete type-approval for the markets specified on Schedule 8.2.7 for the duration of this Agreement shall be borne by SAAB at the rate of 106 Euros per hour, billed quarterly by GM.

8.3 TREAD and Other Governmental Reporting

8.3.1 Except as provided below in this Section 8.3, SAAB shall submit to the National Highway Traffic Safety Administration ("NHTSA") all information required by the U.S. Transportation, Recall Enhancement, Accountability and Documentation ("TREAD") Act regulations, including dealer communications, unless the Parties agree in writing to the contrary.

8.3.2 GMODC shall cause TREAD Early Warning Reporting ("EWR") Quarterly Reports to be submitted to the NHTSA on behalf of SAAB for each full calendar quarter during which the GM Group administers field data systems for SAAB, or as otherwise agreed in writing by the Parties. In the event SAAB has additional reportable data, SAAB must provide such data to GMODC within fourteen (14) days following the end of the calendar quarter, in a format and to the office specified separately by GMODC. Neither the GM Parties nor the GM Group shall have any responsibility with respect to data not provided to GMODC as provided above. To the extent practicable, the GM Parties will provide SAAB a copy of the TREAD reporting materials submitted to NHTSA that relate exclusively to the Vehicle within ten (10) days of the GM Parties' submission to NHTSA.

8.3.3 SAAB shall submit TREAD EWR Quarterly Reports to the NHTSA on behalf of the GM Parties and SAAB for all Saab badged vehicles, including but not limited to the Vehicles beginning with the quarter during which the GM Group transfers to SAAB administration of the field data systems, or as otherwise agreed in writing by the Parties. The GM Parties must provide TREAD EWR reportable data not otherwise in SAAB's possession to SAAB within fourteen (14) days of the end of the calendar quarter, in a mutually agreeable format, to the office specified separately by SAAB. SAAB agrees to provide to the GM Parties a copy of the TREAD reporting templates submitted to NHTSA that contain GM Group data within seven (7) days of SAAB's submission to NHTSA.

8.3.4 When the GM Parties transfer the TREAD EWR Quarterly Report responsibility pursuant to Section 8.3.3, SAAB shall include foreign fatality claims it receives on SAAB-badged vehicles on its injury and fatality template, and GMODC shall include foreign fatality claims received on GM Group-badged vehicles on its injury and fatality template. To the extent either Party receives a foreign fatality claim for a vehicle bearing the other Party's badge, the Party receiving the claim must provide information concerning the claim to the other Party within fourteen (14) days following the end of the calendar quarter.

8.3.5 With respect to other TREAD reporting requirements, the Parties agree as follows:

(a) If GM decides to conduct a foreign safety recall or if GM or SAAB decides to conduct an other safety campaign involving the Vehicles, including communication with owners or dealers concerning “conditions under which motor vehicles should be operated, repaired or replaced that relate to safety,” that Party shall notify NHTSA as required by the TREAD regulations, and shall provide the other Party preliminary notice and the information necessary to allow such other Party to determine the extent to which its substantially similar vehicles may involve the same issue. The Parties agree to provide such preliminary notice and information soon enough to allow the other Party to reasonably investigate the extent of its vehicle involvement. In addition, the deciding Party agrees to list the other Party’s vehicles as substantially similar, as appropriate, in required notifications to NHTSA, with support from the other Party. The Parties agree to provide a copy of such required notifications to the other Party before submitting such notification to NHTSA. To the extent there are other regulations in other countries with similar requirements, the Parties agree to cooperate and coordinate governmental responses, to the extent practicable, in a manner that reasonably contemplates compliance by both.

(b) If a Party receives notification from a non-U.S. governmental authority that a safety recall or other safety campaign is required, that Party shall notify NHTSA as required by the TREAD regulations. The Parties agree to provide the other Party with preliminary notice upon receipt of information that a recall or other safety campaign may be required, and to provide final notice within one (1) business day after receiving the written notice from the foreign governmental body.

(c) The GM Group shall include the Vehicles in its substantially similar vehicle listing until TREAD EWR Quarterly Report responsibility is transferred to SAAB as provided in 8.3.4, unless the Parties agree in writing to the contrary.

8.4 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, SAAB shall represent itself at its sole cost and expense, with respect to such issue and future issues to the extent necessitated by the conflict. Neither the GM Parties nor the GM Group shall have any responsibility or liability with respect to such issues.

8.5 Continuing Information Support. To the extent necessary to provide support for legal, administrative or other proceedings, the Parties agree as follows. SAAB also agrees to the following with respect to any third party or GM Affiliate that participates in GM’s Global Product Liability Claims Handling Process, concerning SAAB-related matters:

8.5.1 Access to Information. Except as otherwise limited by this Agreement, each Party may request reasonable access to or copies of documents, records, or other information (collectively for purposes of this Section, “Information”) from the other Party in connection with

any legal, administrative or other proceedings. The receiving Party agrees to maintain such Information in the strictest confidence. In the event the receiving Party is requested to disclose such Information in connection with any judicial proceeding or governmental investigation, the Parties will mutually agree upon which Party will seek to protect the Information by seeking a protective order from the appropriate court, confidential treatment from the appropriate government agency, or otherwise.

8.5.2 Litigation Holds. Each Party will comply with all requests issued by any other Party to preserve documentation that any other Party considers itself to be under a duty to preserve as such documentation may become evidence in a legal proceeding (“Litigation Hold”), active as of the Effective Date or issued after the Effective Date for events occurring prior to the Effective Date, until such time as it is notified by the other Party that the litigation hold has been lifted. The Parties will, from time to time, execute any documents that are necessary to manage their responsibilities under this Section 8.

8.5.3 Production of Witnesses. With respect to any legal, administrative, or other proceedings filed after the Effective Date, and for the duration of any legal, administrative, or other proceedings pending on the Effective Date, each of the Parties will use commercially reasonable efforts to make available to the other, upon written request, its employees as witnesses to the extent that any such employee is reasonably necessary (giving consideration to the business demands upon such employees) in connection with any legal, administrative, or other proceedings in which the requesting Party may from time to time be involved.

8.5.4 Reimbursement. Each Party providing access, information, or witnesses to the other Party pursuant to this Section 8.5 is entitled to receive from the recipient, upon the presentation of applicable invoices, payment for all reasonable costs and expenses (excluding allocated compensation, salary, and overhead expense) as may be reasonably incurred in providing such access, information, or witnesses. No Party may charge another Party retaining information covered by the applicable litigation holds. With respect to Information which the requesting Party requires to be translated, the providing Party agrees to translate the Information and to ensure the translation reflects the original intent of the Information, with the reasonable expenses of such translation services to be paid by the receiving Party.

8.6 Notices. Notice and information required to be provided pursuant to this Section 8 shall be provided to the contacts and in the form specified by each Party in writing.

8.7 Costs. SAAB shall be responsible for any costs it incurs related to Recalls, special policy, policy, roadside assistance, and alternative transportation.

8.8 Indemnity. SAAB shall defend, indemnify and hold harmless the GM Group and its Affiliates, and their respective directors, employees, representatives, subcontractors and delegates (“Indemnitees”) against any and all suits, actions, claims, judgments, debts, damages, losses, liabilities and costs, including attorneys’ fees, incurred by such Indemnitee arising out of or relating to any claims that may arise in connection with any modifications made by SAAB to the Vehicles.

SECTION 9

TERM AND TERMINATION

9.1 Term. Unless terminated or extended in accordance with the provisions hereof and subject to the provisions hereof with respect to rights and obligations that expressly survive the expiration of the Term of this Agreement, this Agreement shall commence on the Effective Date and shall remain in effect through December 31, 2014 (the "Term").

9.2 Termination. Either party may immediately cancel this Agreement in any of the following events: (a) the other party materially breaches this Agreement and fails to cure such breach within a commercially reasonable period of time under the circumstances following written notice, (b) the other party voluntarily enters bankruptcy, receivership, liquidation, composition of creditors, dissolution or similar proceeding or the other party involuntarily enters bankruptcy, receivership, liquidation, composition of creditors, dissolution or similar proceeding and such involuntary proceedings are not vacated or nullified within 15 days after being instituted, or (c) a significant portion of the assets of the other party necessary for the performance of this Agreement becomes subject to attachment (unless cured within a commercially reasonable period of time), embargo or expropriation and such attachment, embargo or expropriation is not nullified within fifteen (15) days after being instituted.

9.3 Special Termination Rights. The GM Parties may terminate this Agreement: (a) in the event twenty percent (20%) or more of SAAB becomes owned or controlled, directly or indirectly, by another original equipment manufacturer of motor vehicles without the prior written consent of the GM Parties; or (b) upon sixty (60) days prior notice in the event SAAB fails to order a minimum of 5,000 Vehicles pursuant to Section 4.3; provided, however, that during the 60 day notice period the Project Directors shall promptly meet and discuss in good faith possible constructs for the continuation of the Agreement and that any firm Vehicle orders submitted by SAAB to the GM Parties prior to the effective date of the termination will be processed and the Vehicles so ordered will be manufactured and delivered accordingly. Subsection (a) above shall not apply to any original equipment manufacturer which has a direct or indirect financial interest in SAAB as of the Effective Date.

9.4 No Termination for Convenience. Neither SAAB nor the GM Parties shall have the right to terminate this Agreement for convenience.

9.5 Termination for SAAB's Breach. If the GM Parties terminate this Agreement pursuant to Section 9.2 or Section 9.3(b), SAAB shall reimburse GMM for any non-cancellable obligations for parts, assemblies and any other materials ordered or purchased by GMM for use in the Supply of Vehicles, except to the extent any such items can be utilized by GMM in other production and subject to that the GM Parties shall use reasonable efforts to mitigate damages. The reimbursement shall be made promptly after receipt by SAAB of an invoice itemizing the relevant items and their respective costs.

9.6 Transfer of Vehicles. Upon expiry or termination, subject to the payment terms of this Agreement, GMM agrees to transfer to SAAB all Vehicles held at GMM's facilities, and any parts, assemblies and any other materials for which SAAB has paid under this Agreement.

9.7 Sums Owing. Termination of this Agreement shall not release a Party from payment of any sum that may be due and owing to another Party under the terms of this Agreement.

9.8 Rights Following Termination or Expiration. Termination or expiration of this Agreement shall not affect any liability that (a) has arisen before such termination or expiration; or (b) may arise after such termination or expiration based on transactions made before such termination or expiration, or any obligations which, from the context hereof, are intended to survive termination or expiration of this Agreement.

9.9 Other Rights and Remedies. Upon the breach by a Party hereto of any covenant or warranty hereunder, a Party damaged by any such default or breach may, in its sole discretion, in addition to exercising any other remedies provided for hereunder, protect and enforce its rights, recover any damages to which it may be entitled (including all costs and expenses reasonably incurred in the exercise of its remedy), or seek specific performance by the breaching Party of such Party's obligations under this Agreement; provided, however, in no case shall any Party be liable for indirect, special or consequential damages.

SECTION 10

GOVERNING LAW AND DISPUTE RESOLUTION

10.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, United States of America, without giving effect to any provision thereof that would require application of the substantive laws of any other jurisdiction. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods if otherwise applicable.

10.2 Exclusive Jurisdiction. Each party hereby irrevocably (i) submits to the exclusive jurisdiction of the United States District Court for the Southern District of New York; provided, however, that if such court lacks jurisdiction, the Parties then submit to the exclusive jurisdiction of any state court sitting in New York County, New York, in any action arising out of or relating to this Agreement, (ii) agrees that all claims in respect of such action may be heard and determined only in any such court, (iii) hereby waives any claim of inconvenient forum or other challenge to venue in such court, and (iv) agrees not to bring any action arising out of or relating to this Agreement in any other court.

10.3 Waiver of Jury. EACH PARTY HEREBY WAIVES TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. EACH PARTY HEREBY (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER, AND (B) ACKNOWLEDGES THAT IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 10.3.

10.4 Dispute Resolution

In the event of any dispute between any of the Parties arising out of or in connection with this Agreement, the Parties shall use commercially reasonable efforts to resolve such dispute pursuant to Section 3.2 or at an otherwise appropriate business level within their respective business organizations within thirty (30) days of a written notice from one Party to the other Party with respect to such dispute. Following the expiration of the thirty (30) day period referenced above, each Party may request in writing that the dispute be escalated to a GM Assistant Treasurer, or his or her designee, and the Chief Financial Officer of SAAB for resolution within twenty (20) days. In the event the dispute is not resolved within such twenty (20) day period, each Party may request that the dispute be further escalated to GM's Treasurer or Chief Financial Officer (at GM's discretion) and SAAB's Chief Executive Officer for resolution. Should the dispute remain unresolved after ten (10) days of 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

SECTION 11 MISCELLANEOUS

11.1 Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all prior agreements, understandings and other communications between the Parties. This Agreement may not be altered or amended except by a written instrument signed by the duly authorized representatives of the Parties.

11.2 Assignment. Neither this Agreement nor any rights or obligations hereunder shall be assigned by a Party without the prior written consent of the other Parties. The above provision notwithstanding, the GM Parties shall be allowed to assign this Agreement to a successor to all or a substantial part of the business, another GM Group entity, and any department of the federal government of the United States of America.

11.3 Notices. All notices (other than those which are routine in nature such as volume forecasts, orders and shipping notifications) shall be sent by express carrier, postage prepaid and return receipt requested, or by facsimile, with a confirmation copy sent by express carrier, addressed as follows:

If to SAAB:

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

If to GMODC:

General Motors Overseas Distribution Corporation
Renaissance Center, Tower 300
Mail Code 482-C25-D81

Detroit, Michigan, 48265 U.S.
Facsimile Call No: +1-313-665-03-50
Attention: General Counsel

All notices and other communications sent in accordance with this Section shall be deemed received (i) if sent by express carrier, on the date of confirmed receipt, or the next business day if such date is not a regular business day for the recipient; and (ii) if sent by facsimile, twenty-four (24) hours after the date and time of confirmed transmission.

11.4 Independent Parties. Except as expressly set forth in Section 7.9 herein, this Agreement does not appoint any Party as an agent or legal representative of any other Party for any purpose whatsoever. Nor does this Agreement authorize any Party to act on behalf of any other Party except as otherwise expressly provided herein with respect to the GM Parties.

11.5 Force Majeure. An "Event of Force Majeure" means with respect to a Party an event or occurrence beyond the reasonable control of a Party and without its fault or negligence, including, without limitation, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes, and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order.

If one Party is wholly or partially prevented from performing its responsibilities stipulated in this Agreement by reason of an Event of Force Majeure, (i) it shall notify the other Party in writing as soon as reasonably practicable after the occurrence of such Event of Force Majeure, (ii) during the duration of an event of Force Majeure the Parties shall use commercially reasonable efforts to mitigate damages, to the extent possible and (iii) the affected party shall take commercially reasonable actions to minimize or remove the effects of the Event of Force Majeure and, within the shortest practicable time, attempt to resume performance of the obligation affected by the Event of Force.

If an Event of Force Majeure occurs, the affected Party shall not be obligated to perform the affected obligations during such period and the other Party shall not be obligated to pay for any services or products not delivered.

11.6 Waiver and Delay. No waiver by a Party of any breach or series of breaches or defaults in performance by another Party, and no failure, refusal or neglect of a Party to exercise any right, power or option given to it hereunder or to insist upon strict compliance with or performance of a 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 a Party of its right at any time thereafter to require exact and strict compliance with the provisions thereof.

11.7 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.

11.8 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.

11.9 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.

11.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document.

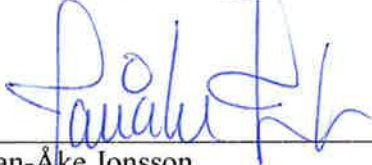
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their proper and duly authorized representatives effective as of the date first written above.

General Motors Overseas Distribution Corp.



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

Saab Automobile AB



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

