CONFIDENTIAL OFFERING MEMORANDUM

$28,815,000,000

GMAC LLC

Offers to Exchange and/or Purchase for Cash the Outstanding Notes Set Forth Below for Newly Issued Senior Guaranteed Notes and Subordinated Notes of GMAC LLC and 5% Perpetual Preferred Stock of Preferred Blocker Inc. and up to $2,000,000,000 in cash

EACH OF THE OFFERS WILL EXPIRE AT 11:59 P.M., NEW YORK CITY TIME, ON DECEMBER 18, 2008, UNLESS ANY OF THEM IS EXTENDED BY US (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "EXPIRATION DATE"). ELIGIBLE HOLDERS (AS DEFINED BELOW) WHO TENDER OLD NOTES (AS DEFINED BELOW) BY 5:00 P.M., NEW YORK CITY TIME, ON DECEMBER 4, 2008, UNLESS EXTENDED BY US (SUCH DATE AND TIME, AS THE SAME MAY BE EXTENDED, THE "EARLY DELIVERY TIME"), WILL RECEIVE AN EARLY DELIVERY PAYMENT AS DESCRIBED BELOW. WITH RESPECT TO ANY SERIES OF OLD NOTES, TENDERS MAY NOT BE WITHDRAWN AFTER 5:00 P.M., NEW YORK CITY TIME, ON DECEMBER 4, 2008 (SUCH DATE AND TIME FOR SUCH SERIES OF NOTES, AS THE SAME MAY BE EXTENDED, THE "WITHDRAWAL DEADLINE"), EXCEPT IN LIMITED CIRCUMSTANCES AS SET FORTH HEREIN. AS OF THE DATE OF THIS OFFERING MEMORANDUM, GMAC LLC HAS NO INTENTION OF EXTENDING ANY OF THE ABOVE DATES.

The Offers

Upon the terms and subject to the conditions set forth in this offering memorandum (as it may be supplemented and amended from time to time, the "offering memorandum") and the related letter of transmittal (as it may be supplemented and amended from time to time, the "letter of transmittal"), GMAC LLC ("GMAC") is offering to exchange and/or purchase (the "offers") any and all of the outstanding notes of GMAC and certain of its subsidiaries that are listed in the table below (the "old notes") held by eligible holders for, at the election of each eligible holder, either:

- new securities (the "new securities election") consisting of a combination of (i)(x) in the case of old notes maturing prior to 2031 (the "pre-2031 old notes"), newly issued Senior Guaranteed Notes of GMAC on substantially the same terms, including the same coupon and maturity date, as the applicable series of pre-2031 old notes exchanged therefor (the "new guaranteed notes"), except that the new guaranteed notes will be guaranteed by certain subsidiaries of GMAC and in all cases be denominated in U.S. dollars or (y) in the case of old notes maturing in 2031 (the "2031 old notes"), a combination of new guaranteed notes and newly issued 8.00% Subordinated Notes due 2018 of GMAC (the "new subordinated notes" and, together with the new guaranteed notes, the "new notes") and (ii) newly issued 5% Perpetual Preferred Stock with a liquidation preference of $1,000 per share (the "new preferred stock" and, together with the new notes, the "new securities") of Preferred Blocker Inc., a newly formed Delaware corporation and subsidiary of GMAC ("Blocker Sub"), in each case in the amount (each such amount, a "new securities exchange ratio") per 1,000 U.S. dollar equivalent principal amount of old notes specified on the inside cover of this offering memorandum; or
- cash (the "cash election") in the amount (such amount, a "cash price") per 1,000 U.S. dollar equivalent principal amount of old notes specified on the inside cover of this offering memorandum. In the event that the cash required to purchase all old notes tendered pursuant to cash elections would exceed $2,000,000,000 (the "cash maximum amount"), each eligible holder who made a cash election will have the amount of old notes it tendered for cash accepted on a pro rata basis across all series such that the aggregate amount of cash spent in the offers equals the cash maximum amount, and the balance of old notes each such holder tendered that was not accepted for purchase for cash will be exchanged into new securities, in the amount determined pursuant to the applicable new securities exchange ratios, as if such holder had made a new securities election with respect to such balance of old notes. See "Description of the Offers—Terms of the Offers."

You should carefully consider the risk factors beginning on page 31 of this offering memorandum before you decide whether or not to participate in the offers.

The new securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the U.S. Securities Act of 1933, as amended (the "Securities Act"), or any other applicable securities laws, pursuant to registration or an exemption therefrom. Investors should be aware that they may be required to bear the financial risks of this investment for an indefinite period of time. See "Offer and Transfer Restrictions."

The new securities are being offered and will be issued only (i) in the United States, to persons who are both "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act ("QIBs") and "qualified purchasers" (as defined in "Offer and Transfer Restrictions") or (ii) outside the United States, to persons who are not "U.S. persons," as that term is defined in Rule 902 under the Securities Act and who are also both "non-U.S. qualified offerees" (as defined in "Offer and Transfer Restrictions") and qualified purchasers. Only QIBs or non-U.S. qualified offerees who are "qualified purchasers" (together, "eligible holders") are authorized to receive or review this offering memorandum or to participate in the offers. For a description of restrictions on resale or transfer of the new securities, see "Offer and Transfer Restrictions."

Neither the new guaranteed notes nor the new subordinated notes are savings or deposit accounts or other obligations of any bank nor are they insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency.

Lead Dealer Managers

Banc of America Securities LLC **Citi**
Goldman, Sachs & Co. **J.P. Morgan**

November 20, 2008

In GMAC's sole discretion, GMAC may, but is not obligated to, increase the cash maximum amount. GMAC will announce any such increase by a press release during the pendency of the offers. If there are less than ten business days left from the date of any such announcement until the next scheduled expiration date, GMAC will extend the offers so that at least ten business days remain until the expiration date. In the event of such extension, GMAC does not currently intend to extend the early delivery date or the withdrawal deadline.

For eligible holders of old notes that tender after the early delivery time, in determining the consideration such eligible holders will receive, each cash price indicated on the inside cover of this offering memorandum will be reduced by the early delivery payment in cash of $50, and each new notes exchange ratio with respect to the new guaranteed notes indicated on the inside cover of this offering memorandum will be reduced by the early delivery payment in principal amount of new notes of $50.

Concurrent with the offers, GMAC is offering to exchange certain of Residential Capital, LLC's ("ResCap") outstanding notes for a combination of newly issued GMAC senior unsecured notes and subordinated notes and cash on the terms and conditions set forth in the confidential offering memorandum related to such offers (the "ResCap Offering").

The offers are conditioned upon, among other things, completion of the ResCap Offering and a sufficient amount of old notes having been tendered for purchase and/or exchange pursuant to the offers such that, in our judgment, we will have obtained a sufficient amount of capital in connection with the offers, whether or not such amount of capital would be sufficient to satisfy the requirements of the U.S. Bank Holding Company Act of 1956 (the "BHC Act") or any other applicable regulations. For the avoidance of doubt, the offers are not conditioned on approval of our applications to become a bank holding company under the BHC Act. These conditions are for our benefit and may be asserted by us or may be waived by us at any time and from time to time, in our sole discretion. See "Description of the Offers—Conditions to the Offers." In addition, we have the right to terminate or withdraw any of the offers at any time and for any reason, including, without limitation, if any of the foregoing conditions or the other conditions described under "Description of the Offers—Conditions to the Offers" are not satisfied.

The Offers

The following table sets forth the series of old notes subject to the offers and indicates the consideration being offered to eligible holders that tender prior to the early delivery time.

				Consideration per 1,000 U.S. Dollar Equivalent Principal Amount of Old Notes Validly Tendered and Not Withdrawn Prior to the Early Delivery Time			
					New Securities Election ("new securities exchange ratio")		
					Principal Amount of Applicable Series of New Notes ("new notes exchange ratio")		
CUSIP/ISIN	Outstanding Principal Amount	Title of Old Notes to be Tendered	Title of New Notes to be Issued	Cash Election (the "cash price") (in U.S. Dollars)	New Senior Notes	New Subordinated Notes	Liquidation Preference of Preferred Stock
XS0195560262	EUR 750,000,000	Euribor +1.250% Notes due 2009	Euribor +1.25% Senior Guaranteed Notes due 2009	$850	$850	Not Applicable	$150
XS0200959970	EUR 1,250,000,000	4.750% Notes due 2009	4.750% Senior Guaranteed Notes due 2009	$830	$850	Not Applicable	$150
37042WH20/US37042WH206	USD 250,000,000	6.500% Notes due 2009	6.500% Senior Guaranteed Notes due 2009	$765	$850	Not Applicable	$150
370425RP7/US370425RP71	USD 2,400,000,000	7.750% Notes due 2010	7.750% Senior Guaranteed Notes due 2010	$815	$850	Not Applicable	$150
XS0301812557	EUR 500,000,000	5.750% Notes due 2010	5.750% Senior Guaranteed Notes due 2010	$720	$825	Not Applicable	$175
XS0177329603	EUR 1,000,000,000	5.750% Notes due 2010	5.750% Senior Guaranteed Notes due 2010	$650	$825	Not Applicable	$175
XS0182179886	GBP 200,000,000	6.625% Notes due 2010	6.625% Senior Guaranteed Notes due 2010	$600	$825	Not Applicable	$175
370425RU6/US370425RU66	USD 2,000,000,000	7.250% Notes due 2011	7.250% Senior Guaranteed Notes due 2011	$700	$825	Not Applicable	$175
36186CAC7/US36186CAC73/ 370424CF8	USD 400,000,000	6.000% Notes due 2011	6.000% Senior Guaranteed Notes due 2011	$650	$825	Not Applicable	$175
XS0187751150	EUR 1,500,000,000	5.375% Notes due 2011	5.375% Senior Guaranteed Notes due 2011	$580	$825	Not Applicable	$175
370425RX0/US370425RX06	USD 5,450,000,000	6.875% Notes due 2011	6.875% Senior Guaranteed Notes due 2011	$650	$825	Not Applicable	$175
36186CAF0/US36186CAF05	USD 1,000,000,000	6.000% Notes due 2011	6.000% Senior Guaranteed Notes due 2011	$630	$825	Not Applicable	$175
370425SC5/US370425SC59	USD 1,000,000,000	7.000% Notes due 2012	7.000% Senior Guaranteed Notes due 2012	$630	$825	Not Applicable	$175
36186CAH6/US36186CAH60	USD 1,000,000,000	6.625% Notes due 2012	6.625% Senior Guaranteed Notes due 2012	$620	$825	Not Applicable	$175
XS0301811583	EUR 300,000,000	6.000% Notes due 2012	6.000% Senior Guaranteed Notes due 2012	$600	$825	Not Applicable	$175
370425SE1/US370425SE16	USD 2,000,000,000	6.875% Notes due 2012	6.875% Senior Guaranteed Notes due 2012	$620	$825	Not Applicable	$175
370425SL5/US370425SL58	USD 1,750,000,000	6.750% Notes due 2014	6.750% Senior Guaranteed Notes due 2014	$590	$800	Not Applicable	$200
370425SM3/US370425SM32	USD 593,724,000	Libor + 2.20% Notes due 2014	Libor + 2.20% Senior Guaranteed Notes due 2014	$550	$800	Not Applicable	$200
370425RZ5/US370425RZ53	USD 3,967,000,000	8.000% Notes due 2031	8.000% Senior Guaranteed Notes due 2031 and 8.000% Subordinated Notes due 2018	$600	$500	$350	$150

If the aggregate cash consideration required to purchase all old notes validly tendered and not withdrawn pursuant to cash elections would exceed the cash maximum amount, each tendering holder who made a cash election will have the amount of old notes it tendered for cash accepted on a pro rata basis across all series such that the aggregate amount of cash spent in the offers equals the cash maximum amount, and the balance of old notes each

such holder tendered that was not accepted for purchase for cash will be exchanged into new securities, in the amount determined pursuant to the applicable new securities exchange ratios, as if such holder had made a new securities election with respect to such balance of old notes. New securities elections will not be subject to proration.

For eligible holders of old notes that tender after the early delivery time, in determining the consideration such eligible holders will receive, (i) each cash price indicated below will be reduced by the early delivery payment in cash of $50 and (ii) each new notes exchange ratio with respect to new guaranteed notes indicated below will be reduced by the early delivery payment in principal amount of new notes of $50. With respect to cash elections that, due to proration, are exchanged for both cash and new notes, the cash portion of the consideration with respect thereto will be reduced in accordance with the procedure set forth in clause (i) above and the new securities portion of such consideration will be reduced in accordance with the procedure set forth in clause (ii) above.

All cash paid (other than accrued interest) and new securities will be denominated in U.S. dollars. An equivalent U.S. dollar principal amount of foreign currency denominated old notes (determined as described herein) will be used when determining the consideration to be received in the offers. See "Description of the Offers—Terms of the Offers."

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We will enter into registration rights agreements pursuant to which we will agree, under certain circumstances, to file, with respect to the new securities, exchange offer registration statements or, under certain circumstances, shelf registration statements. If we fail to comply with some of our obligations under these registration rights agreements, we will pay additional interest on the applicable series of new notes or additional cumulative dividends will accrue on the new preferred stock.

None of the new securities offered herein have been approved or disapproved by the Securities and Exchange Commission (the "SEC") or any state securities commission, nor has the SEC or any state securities commission passed upon the accuracy or adequacy of this offering memorandum. Any representation to the contrary is unlawful and may be a criminal offense in the United States.

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You should rely only on the information contained in this offering memorandum or to which this offering memorandum refers you. We have not authorized anyone to provide you with different information. We are not making an offer of the new securities in any jurisdiction where the offers are not permitted. You should not assume that the information provided in this offering memorandum, including any information incorporated herein by reference, is accurate as of any date other than the date of this offering memorandum or the date of any such information incorporated herein by reference.

NOTICE TO INVESTORS

This offering memorandum has been prepared by us solely for use in connection with the proposed offers described herein. This offering memorandum is confidential and personal to each eligible holder and does not constitute an offer to any other person or to the public generally to participate in the offers or subscribe for or otherwise acquire securities. Distribution of this offering memorandum to any person other than the eligible holder and any person retained to advise such eligible holder with respect to its consideration of the offers is unauthorized, and any disclosure of any of its contents, without our prior written consent, is prohibited. Each prospective investor, by accepting delivery of this offering memorandum, agrees to the foregoing and agrees not to make any photocopies of this offering memorandum or any documents referred to in this offering memorandum.

NONE OF THE DEALER MANAGERS, THE EXCHANGE AGENT, THE INFORMATION AGENT, THE LUXEMBOURG TENDER AGENT OR ANY OF THEIR RESPECTIVE AFFILIATES MAKE ANY RECOMMENDATION AS TO WHETHER OR NOT ELIGIBLE HOLDERS OF OLD NOTES SHOULD TENDER OLD NOTES FOR CASH OR NEW SECURITIES IN THE OFFERS.

Although the Dealer Managers have engaged in a due diligence review process, the Dealer Managers make no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this offering memorandum. Nothing contained in this offering memorandum is, or shall be relied upon as, a promise or representation by the Dealer Managers as to the past or future. The information contained in this offering memorandum has been furnished by us, not the Dealer Managers. Although the Dealer Managers have engaged in a due diligence review process, the Dealer Managers have not independently verified any of the information contained herein (financial, legal or otherwise) and assume no responsibility for the accuracy or completeness of any such information. The information contained in this offering memorandum is as of the date of this offering memorandum only and is subject to change, completion or amendment without notice. Neither the delivery of this offering memorandum at any time, nor the offer, exchange, sale or delivery of any security shall, under any circumstances, create any implication that there has been no change in the information set forth in this offering memorandum or in our affairs since the date of this offering memorandum.

No person is authorized in connection with these offers to give any information or to make any representation not contained in this offering memorandum, and, if given or made, such other information or representation must not be relied upon as having been authorized by us or the Dealer Managers or any of our or the Dealer Managers' respective representatives.

None of the SEC, any other securities commission or any other regulatory authority has approved or disapproved the offers or the new securities nor have any of the foregoing authorities passed upon or endorsed the merits of these offers or the accuracy or adequacy of this offering memorandum. Any representation to the contrary may be a criminal offense in the United States.

This offering memorandum does not constitute an offer to participate in the offers to any person in any jurisdiction where it is unlawful to make such an offer. The new securities are subject to restrictions on transferability and resale and may not be transferred or resold except as permitted under the Securities Act or any other applicable securities laws, pursuant to registration or an exemption therefrom. You should be aware that you may be required to bear the financial risks of an investment in the new securities for an indefinite period of time. Please refer to the section in this offering memorandum entitled "Offer and Transfer Restrictions." The offers are being made on the basis of this offering memorandum and are subject to the terms described herein. Any decision to participate in the offers must be based on the information contained in this document or specifically incorporated by reference herein. In making an investment decision, prospective investors must rely on their own examination of us and the terms of the offers and the new securities, including the merits and risks involved. Prospective investors should not construe anything in this offering memorandum as legal, business or tax advice. Each prospective investor should consult its advisors as needed to make its investment decision and to determine whether it is legally permitted to participate in the offers under applicable legal investment or similar laws or regulations.

Each prospective investor must comply with all applicable laws and regulations in force in any jurisdiction in which it participates in the offers or possesses or distributes this offering memorandum and must obtain any consent, approval or permission required by it for participation in the offers under the laws and regulations in force

in any jurisdiction to which it is subject, and neither we nor the Dealer Managers nor any of our or their respective representatives shall have any responsibility therefor.

We reserve the right to amend, modify or withdraw any of the offers at any time, and we reserve the right to reject any tender, in whole or in part, for any reason.

In connection with these offers or otherwise, the Dealer Managers may purchase and sell old notes or new securities in the open market. These transactions may include covering transactions and stabilizing transactions. Any of these transactions may have the effect of preventing or retarding a decline in the market prices of the old notes and/or the new securities. They may also cause the prices of the old notes and/or new securities to be higher than the prices that otherwise would exist in the open market in the absence of these transactions. The Dealer Managers may conduct these transactions in the over-the-counter market or otherwise. If the Dealer Managers commence any of these transactions, they may discontinue them at any time.

This offering memorandum contains summaries believed to be accurate with respect to certain documents, but reference is made to the actual documents for complete information. All of those summaries are qualified in their entirety by this reference. Copies of documents referred to herein will be made available to prospective investors upon request to GMAC or the Dealer Managers.

NOTICE TO NEW HAMPSHIRE RESIDENTS

NEITHER THE FACT THAT A REGISTRATION STATEMENT OR AN APPLICATION FOR A LICENSE HAS BEEN FILED UNDER CHAPTER 421-B OF THE NEW HAMPSHIRE UNIFORM SECURITIES ACT, 1955, AS AMENDED, WITH THE STATE OF NEW HAMPSHIRE NOR THE FACT THAT A SECURITY IS EFFECTIVELY REGISTERED OR A PERSON IS LICENSED IN THE STATE OF NEW HAMPSHIRE CONSTITUTES A FINDING BY THE SECRETARY OF STATE OF NEW HAMPSHIRE THAT ANY DOCUMENT FILED UNDER RSA 421-B IS TRUE, COMPLETE AND NOT MISLEADING. NEITHER ANY SUCH FACT NOR THE FACT THAT AN EXEMPTION OR EXCEPTION IS AVAILABLE FOR A SECURITY OR A TRANSACTION MEANS THAT THE SECRETARY OF STATE HAS PASSED IN ANY WAY UPON THE MERITS OR QUALIFICATIONS OF, OR RECOMMENDED OR GIVEN APPROVAL TO, ANY PERSON, SECURITY OR TRANSACTION. IT IS UNLAWFUL TO MAKE, OR CAUSE TO BE MADE, TO ANY PROSPECTIVE PURCHASER, CUSTOMER, OR CLIENT ANY REPRESENTATION INCONSISTENT WITH THE PROVISIONS OF THIS PARAGRAPH.

***Italy*.** The offers are not being made in the Republic of Italy and the offering memorandum has not been submitted to the clearance procedure of the *COMMISSIONE NAZIONALE PER LE SOCIETÀ E LA BORSA* (*CONSOB*) and/or the Bank of Italy pursuant to Italian laws and regulations. Accordingly, holders of old notes are hereby notified that, to the extent such holders are Italian residents or persons located in the Republic of Italy, the offers are not available to them and they may not submit for exchange the old notes in the offers nor may the new securities be offered, sold or delivered in the Republic of Italy and, as such, any acceptances received from such persons shall be ineffective and void, and neither the *NOTE D'INFORMATION* nor any other offering material relating to the offers, the old notes or the new securities may be distributed or made available in the Republic of Italy.

Notice to residents of Switzerland. The new securities may not be publicly offered, sold or advertised, directly or indirectly, in or from Switzerland. Neither this offering memorandum nor any other offering or marketing material relating to GMAC or the new securities constitutes a prospectus as that term is understood pursuant to article 652a or 1156 of the Swiss Federal Code of Obligations, and neither this document nor any other offering material relating to GMAC or the new securities may be publicly distributed or otherwise made publicly available in Switzerland.

European Union. This offering memorandum has been prepared on the basis that all offers of the new securities will be made pursuant to an exemption under the Prospectus Directive, as implemented in member states of the European Economic Area ("EEA"), from the requirement to produce a prospectus for offers of the new securities. Accordingly, any person making or intending to make any offer of the new securities within the EEA should only do so in circumstances in which no obligation arises for GMAC or any of the Dealer Managers to produce a prospectus for such offer. GMAC has not authorized, nor does it authorize, the making of any offer of the new securities through any financial intermediary. The "Prospectus Directive" as used herein means Directive 2003/71/EC of the European Parliament and Council.

Austria. No prospectus has been or will be approved and/or published pursuant to the Austrian Capital Markets Act (*Kapitalmarktgesetz*), as amended. Neither this document nor any other document connected therewith constitutes a prospectus according to the Austrian Capital Markets Act, and neither this document nor any other document connected therewith may be distributed, passed on or disclosed to any other person in Austria, save as specifically agreed with the Dealer Managers. No steps may be taken that would constitute a public offering of new securities in Austria, and the offers may not be advertised in Austria. The Dealer Managers have represented and agreed that they will offer new securities in Austria only in compliance with the provisions of the Austrian Capital Markets Act and all other laws and regulations in Austria applicable to the offer and sale of new securities in Austria.

France. No prospectus or offering memorandum (including any amendment or supplement thereto or replacement thereof) has been prepared in connection with the offers that has been submitted for clearance to or approved by the *Autorité des marchés financiers*; no new securities have been offered or sold nor will any new securities be offered or sold, directly or indirectly, to the public in France; neither a prospectus, the offering memorandum nor any other offering material relating to the new securities has been distributed or caused to be distributed, and a prospectus, the offering memorandum and any other offering material relating to the new securities will not be distributed or caused to be distributed to the public in France; such offers, sales and distributions have been and shall only be made in France to (i) persons providing investment services relating to portfolio management for the account of third parties and/or (ii) qualified investors (*investisseurs qualifiés*) acting for their own account, all as defined in, and in accordance with, Articles L.411-1, L.411-2 and D.411-1 to D.411-3 of the *Code monétaire et financier*.

Germany. Any offer or solicitation of securities within Germany must be in full compliance with the German Securities Prospectus Act (*Wertpapierprospektgesetz* (the "WpPG")), which implements the Prospectus Directive in Germany, and any other applicable laws in the Federal Republic of Germany. The offer and solicitation of securities to the public in Germany requires the prior publication (with specific requirements for a publication being set out in the WpPG) of a prospectus drawn up in accordance with the Prospectus Directive and the WpPG (a "PD-compliant Prospectus") approved by the German Federal Financial Services Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht* (the "BaFin")) or the notification of a PD-compliant Prospectus approved by another competent authority in the EEA in accordance with Art. 17 and Art. 18 of the Prospectus Directive. This offering memorandum does not constitute a PD-compliant Prospectus and has not been and will not be submitted for approval to the BaFin. It may not be supplied to the public in Germany or used in connection with any offer for subscription of new securities to the public, any public marketing of new securities or any public solicitation for offers to subscribe for or otherwise acquire new securities in Germany. This offering memorandum is personally addressed only to a limited number of persons in Germany who are qualified investors, as defined in the WpPG, is strictly confidential and may not be distributed to any person or entity other than the designated recipients hereof.

United Kingdom. This communication is only directed at persons who (i) are outside the United Kingdom or (ii) are investment professionals within the meaning of Article 19(5) of the Financial Services and Markets Act

2000 (Financial Promotion) Order 2005 (the "Financial Promotion Order") or (iii) are high net worth entities or other persons to whom it may lawfully be communicated falling within Article 49(2)(a) to (e) of the Financial Promotion Order or (iv) fall within Article 43 of the Financial Promotion Order (all such persons together being referred to as "relevant persons"). This communication must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this communication relates is available only to relevant persons and will be engaged in only with relevant persons.

Belgium. The offers are exclusively conducted in Belgium under applicable private placement exemptions and have, therefore, not been and will not be notified to, and the offering memorandum or any other offering material has not been and will not be approved by, the Belgian Banking, Finance and Insurance Commission ("*Commission bancaire*, *financière et des assurances/Commissie voor het Bank-*, *Financie- en Assurantiewezen*"). Accordingly, the offers may not be advertised and the offers will not be extended and no memorandum, information circular, brochure or any similar documents has or will be distributed, directly or indirectly, to any person in Belgium other than "qualified investors" in the sense of Article 10 of the Belgian Law of 16 June 2006 on the public offer of placement instruments and the admission to trading of placement instruments on regulated markets (as amended from time to time). This offering memorandum has been issued only for the personal use of the above qualified investors and exclusively for the purpose of the offers. Accordingly, the information contained herein may not be used for any other purpose or disclosed to any other person in Belgium.

Denmark. This offering memorandum has not been and will not be filed with or approved by the Danish Financial Supervisory Authority or any other regulatory authority in the Kingdom of Denmark. The new securities have not been offered or sold and may not be offered, sold or delivered directly or indirectly in Denmark, unless in compliance with Chapters 6 or 12 of the Danish Act on Trading in Securities and executive orders issued pursuant thereto as amended from time to time. Accordingly, this offering memorandum may not be made available nor may the new securities otherwise be marketed and offered for sale in Denmark other than in circumstances that are deemed not to be a marketing or an offer to the public in Denmark.

Greece. No prospectus subject to the approval of the Hellenic Capital Markets Commission or another EU equivalent authority has been prepared in connection with the offers. The new securities may not be offered or sold, directly or indirectly, to the public in Greece and neither this offering memorandum nor any other offering material or information contained herein relating to the new securities may be released, issued or distributed to the public in Greece or used in connection with any offering in respect of the new securities to the public in Greece. The new securities may exclusively be offered to qualified investors acting for their own account as defined under article 2(1)(στ) of Greek Law 3401/2005 and the Prospectus Directive and/or under circumstances where the offer of the new securities is allowed without prior publication of a prospectus and/or where the offer of the new securities is exempted from the publication of a prospectus according to Greek Law 3401/005 and/or the Prospectus Directive. The offers do not constitute a solicitation by anyone not authorized to so act and this offering memorandum may not be used for or in connection with the offers to solicit anyone to whom it is unlawful under Greek laws to make such offer in the context of article 10 of Greek law 876/1979.

Portugal. This offering memorandum has not been nor will it be subject to the approval of the Portuguese Securities Market Commission (the "CMVM"). No approval action has been or will be requested from the CMVM that would permit a public offering of any of the new securities referred to in this offering memorandum; therefore, the same cannot be offered to the public in Portugal. Accordingly, no new securities may be offered, sold or delivered except in circumstances that will result in compliance with any applicable laws and regulations. In particular, this offering memorandum and the offer of new securities are only intended for qualified investors within the meaning of Article 30 of the Portuguese Securities Code ("*Código dos Valores Mobiliários*").

Bermuda. The offers are private and not intended for the public. This offering memorandum has not been approved by the Bermuda Monetary Authority or the Registrar of Companies in Bermuda. Any representation to the contrary, express or implied, is prohibited.

Canada. This offering memorandum constitutes an offering of the new securities only in those jurisdictions of Canada and to those persons where and to whom they may lawfully be offered.

***Cayman Islands*.** No invitation whether directly or indirectly may be made to the public in the Cayman Islands to subscribe for the new securities as GMAC is not listed on the Cayman Islands Stock Exchange.

***Israel*.** In the State of Israel this offering memorandum shall not be regarded as an offer to the public to purchase the new securities under the Israeli Securities Law 5728 – 1968 (the "ISL"), which requires a prospectus to be published and authorized by the Israel Securities Authority, if it complies with certain provisions of Section 15 of the ISL, including, inter alia, if: (i) the offer is made, distributed or directed to not more than 35 investors, subject to certain conditions (the "Addressed Investors"); or (ii) if the offer is made, distributed or directed to certain qualified investors defined in the First Addendum of the ISL, subject to certain conditions (the "Qualified Investors"). The Qualified Investors shall not be taken into account in respect of counting the Addressed Investors. Qualified Investors may have to submit written evidence that they meet the definitions set out in of the First Addendum to the ISL. Addressed Investors may have to submit written evidence in respect of their identity. GMAC has not and will not take any action that would require it to publish a prospectus in accordance with and subject to the ISL. GMAC has not and will not distribute this offering memorandum or make, distribute or direct an offer to subscribe for the new securities to any person within the State of Israel, other than to Qualified Investors and Addressed Investors.

***Singapore*.** The offers of new securities by GMAC are made only to and directed at, and the new securities are only available to, persons in Singapore who are existing holders of the old notes previously issued by GMAC. This offering memorandum has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this offering memorandum and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the new securities may not be circulated or distributed, nor may the new securities be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) existing holders of old notes or (ii) pursuant to, and in accordance with the conditions of an exemption under any provision of Subdivision (4) of Division 1 of Part XIII of the Securities and Futures Act, Chapter 289 of Singapore.

If issued, the new securities will initially be available in book-entry form only. We expect that the new securities will be issued in the form of registered global securities. The global securities will be deposited with, or on behalf of, The Depository Trust Company ("DTC") and registered in its name or in the name of Cede & Co., its nominee. Beneficial interests in the global securities will be shown on, and transfers of beneficial interests in the global securities will be effected only through, records maintained by DTC and its participants. After the initial issuance of the global securities, certificated securities will be issued in exchange for global securities only in the limited circumstances set forth in the indenture(s) governing the new notes or the certificate of designation for the new preferred stock, as applicable. See "Book-Entry, Delivery and Form of New Notes" and "Book-Entry, Delivery and Form of New Preferred Stock."

SECURITIES AND EXCHANGE COMMISSION REVIEW

We have agreed in certain circumstances (i) to file registration statements with the SEC with respect to a registered offering to exchange the new securities for new exchange securities having terms substantially identical in all material respects to the new securities (except that the new exchange securities will not contain terms with respect to additional interest or transfer restrictions) or (ii) to file shelf registration statements with respect to resales of the new securities. See "Exchange Offer; Registration Rights For the New Notes" and "Registration Rights For the New Preferred Stock." As a result of the SEC's review of the registration statements and other filings we make with the SEC, we may be required to make changes to the description of our business, financial statements and other information in those documents and filings. In addition, our future filings with the SEC may also differ in important ways from this offering memorandum.

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING STATEMENTS

This offering memorandum contains or incorporates by reference documents containing various forward-looking statements within the meaning of applicable federal securities laws, including the Private Securities Litigation Reform Act of 1995, that are based upon our current expectations and assumptions concerning future

events, which are subject to a number of risks and uncertainties that could cause actual results to differ materially from those anticipated.

The words "expect," "anticipate," "estimate," "forecast," "initiative," "objective," "plan," "goal," "project," "outlook," "priorities," "target," "intend," "evaluate," "pursue," "seek," "may," "would," "could," "should," "believe," "potential," "continue," or the negative of any of those words or similar expressions is intended to identify forward-looking statements. All statements contained in or incorporated by reference into this offering memorandum, other than statements of historical fact, including, without limitation, statements about our plans, strategies, prospects and expectations regarding future events and our financial performance, are forward-looking statements that involve certain risks and uncertainties.

While these statements represent our current judgment on what the future may hold, and we believe these judgments are reasonable, these statements are not guarantees of any events or financial results, and our actual results may differ materially due to numerous important factors that are described in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2007, as updated by our subsequent Quarterly Reports on Form 10-Q, our Current Reports on Form 8-K and the other documents specifically incorporated by reference herein. Many of these risks, uncertainties and assumptions are beyond our control, and may cause our actual results and performance to differ materially from our expectations. Factors that could cause our actual results to be materially different from our expectations include, among others, the risk factors set forth herein (see "Risk Factors"), and the following:

- securing funding required to maintain our and ResCap's operations;
- maintaining the mutually beneficial relationship between us and General Motors Corporation ("GM");
- our ability, or inability, to maintain an appropriate level of debt;
- the profitability and financial condition of GM;
- ResCap's ability, or inability, to pay dividends to us;
- further adverse developments in the residential mortgage and capital markets;
- continued deterioration in the residual value of off-lease vehicles;
- the success, or lack thereof, of the concurrent ResCap Offering;
- the success, or lack thereof, of GMAC's conversion to a corporation if GMAC decides to pursue such conversion;
- the success, or lack thereof, of our application to become a bank holding company under the BHC Act and, if successful, the increased regulation and restrictions accompanied thereby;
- the impact on ResCap of the continuing decline in the U.S. housing market;
- changes in U.S. government-sponsored mortgage programs, or restrictions on our access to such programs, or disruptions in the markets in which our mortgage subsidiaries operate;
- continued disruption in the markets in which we fund our and ResCap's operations, with resulting negative impact on our liquidity;
- uncertainty concerning our ability to access federal liquidity programs;
- continued reduction in certain portions of GMAC's and ResCap's businesses;

- changes in our contractual servicing rights;
- costs and risks associated with litigation;
- changes in our accounting assumptions that may require or that result from changes in the accounting rules or their application, which could result in an impact on earnings;
- changes in our, ResCap's or GM's credit ratings;
- the effect of market conditions, including in the global equity and credit markets and with respect to corporate, commercial and residential lending and interest rates;
- the availability and cost of capital;
- changes in economic conditions, currency exchange rates or political stability in the markets in which we operate; and
- changes in the existing or the adoption of new laws, regulations, policies or other activities of governments, agencies and similar organizations.

Accordingly, you should not place undue reliance on the forward-looking statements contained or incorporated by reference in this offering memorandum. These forward-looking statements speak only as of the date on which the statements were made. We undertake no obligation to update publicly or otherwise revise any forward-looking statements, except where expressly required by law.

INDUSTRY AND MARKET DATA

In this offering memorandum and in the documents incorporated by reference herein, we rely on and refer to information and statistics regarding our industry. We obtained this market data from independent industry publications or other publicly available information. Although we believe that these sources are reliable, we and the Dealer Managers have not independently verified and do not guarantee the accuracy and completeness of this information.

INCORPORATION BY REFERENCE; ADDITIONAL INFORMATION

We are "incorporating by reference" certain information we file with the SEC into this offering memorandum, which means that we may disclose important information to you by referring you to those documents. Information that is incorporated by reference is an important part of this offering memorandum. Certain information that we file with the SEC after the date of this offering memorandum and prior to the expiration or termination of the offers will automatically update and supersede the information included or incorporated by reference herein. We incorporate by reference into this offering memorandum the documents listed below, which were filed with the SEC, and such documents form an integral part of this offering memorandum:

- Annual Report on Form 10-K for the fiscal year ended December 31, 2007;
- Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2008, June 30, 2008 and September 30, 2008; and
- Current Reports on Form 8-K filed on February 20, 2008, March 14, 2008, March 18, 2008, March 21, 2008, April 2, 2008, April 8, 2008, June 9, 2008, July 24, 2008 (two Current Reports), August 5, 2008, September 3, 2008, September 8, 2008, September 19, 2008 and November 5, 2008 (only with respect to Item 5.02).

We are also incorporating by reference any future filings we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), after the date of this offering memorandum and prior to the expiration or termination of the offers, except that, unless otherwise indicated, we are not incorporating any information furnished under Item 2.02 or Item 7.01 of any Current Report on Form 8-K.

Any statement contained in this offering memorandum or in a document (or part thereof) incorporated or considered to be incorporated by reference in this offering memorandum shall be considered to be modified or superseded for purposes of this offering memorandum to the extent that a statement contained in this offering memorandum or in any other subsequently filed document (or part thereof) that is or is considered to be incorporated by reference in this offering memorandum modifies or supersedes that statement. The modifying or superseding statement need not state that it has modified or superseded a prior statement or include any other information set forth in the document that it modifies or supersedes. Any statement so modified or superseded shall not be considered, except as so modified or superseded, to constitute part of this offering memorandum.

Copies of each of the documents incorporated by reference into this offering memorandum (other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that filing) may be obtained at no cost, by contacting the Information Agent at its telephone number set forth on the back cover of this offering memorandum or by writing or calling us at the following address and telephone number:

GMAC LLC
Attention: Investor Relations
200 Renaissance Center
Mail Code: 482-B08-A36
Detroit, Michigan 48265
Tel: (866) 710-4623

GMAC is subject to the informational requirements of the Exchange Act and in accordance therewith files reports and information statements and other information with the SEC. You may read and copy any document GMAC files with the SEC at the SEC's public reference room at 100 F Street, N.E., Room 1580, Washington, DC 20549. You may also obtain copies of the same documents from the public reference room of the SEC in Washington by paying a fee. Please call the SEC at 1-800-SEC-0330 or visit the SEC's website at *www.sec.gov* for further information on the public reference room. GMAC's filings are also electronically available from the SEC's Electronic Document Gathering and Retrieval System, which is commonly known by the acronym "EDGAR," and which may be accessed at *www.sec.gov*, as well as from commercial document retrieval services.

SUMMARY

This summary highlights some of the information contained, or incorporated by reference, in this offering memorandum to help you understand our business and the offers. It does not contain all of the information that is important to you. You should carefully read this offering memorandum, including the information incorporated by reference into this offering memorandum, to understand fully the terms of the offers, as well as the other considerations that are important to you in making your investment decision. You should pay special attention to the "Risk Factors" beginning on page 31 and the section entitled "Cautionary Statement Regarding Forward-Looking Statements" beginning on page vi.

Unless stated otherwise, the discussion in this offering memorandum of our business includes the business of GMAC LLC and its direct and indirect subsidiaries (including ResCap). Unless otherwise indicated or the context otherwise requires, in this section the term "GMAC" refers only to GMAC LLC and the terms "the Company," "we," "us" and "our" refer to GMAC LLC and its direct and indirect subsidiaries (including ResCap) on a consolidated basis.

Our Business

We are a leading, independent, globally diversified, financial services firm with approximately $211 billion of assets at September 30, 2008. Founded in 1919 as a wholly owned subsidiary of GM, we were established to provide GM dealers with the automotive financing necessary to acquire and maintain vehicle inventories and to provide retail customers the means by which to finance vehicle purchases through GM dealers. On November 30, 2006, GM sold a 51% interest in us for approximately $7.4 billion to FIM Holdings LLC ("FIM Holdings"), an investment consortium led by Cerberus FIM Investors, LLC, the sole managing member. The consortium also includes an affiliate of Citigroup Inc., Aozora Bank Ltd. and a subsidiary of The PNC Financial Services Group, Inc.

Our products and services have expanded beyond automotive financing as we currently operate in the following lines of business: Global Automotive Finance, Mortgage (Residential Capital, LLC or ResCap), and Insurance. The below describes each of our lines of business.

Global Automotive Finance

Our Global Automotive Finance operations offer a wide range of financial services and products (directly and indirectly) to retail automotive consumers, automotive dealerships, and other commercial businesses. Our Global Automotive Finance operations consist of two separate reportable segments — North American Automotive Finance operations and International Automotive Finance operations. The products and services offered by our Global Automotive Finance operations include the purchase of retail installment sales contracts and leases, offering of term loans, dealer floor plan financing and other lines of credit to dealers, fleet leasing, and vehicle remarketing services. Whereas most of our operations focus on prime automotive financing to and through GM or GM-affiliated dealers, our Nuvell operations, which is part of our North American Automotive Finance operations, focuses on nonprime automotive financing through GM-affiliated dealers and also provides private-label automotive financing. Our National operations, which is also part of our North American Automotive Finance operations, focuses on prime and nonprime financing through non-GM dealers. In addition, our Global Automotive Finance operations utilize asset securitization and whole-loan sales as a critical component of our diversified funding strategy.

In response to the current credit environment and other market conditions, our North American Automotive Finance operations has temporarily implemented a more conservative purchase policy for consumer automotive financing. Specifically, in the United States we have temporarily reduced retail lending significantly by limiting purchases to contracts with customers having a credit score of 700 or above, and have restricted contracts with an advance rate equal to or less than the dealer invoice. We have also recently increased the rates we charge dealers for non-incentivized consumer automotive financing.

These changes in pricing and underwriting are related to the current market environment, which have reduced our access to funding and increased our cost of funds. Additionally, our International Automotive Finance operations recently announced plans to cease retail and wholesale originations in Australia and New Zealand, and

retail originations in certain European markets and further plans to implement a more conservative pricing policy throughout remaining European markets to more closely align lending activity with the current capital markets. We expect these actions to remain in place until the credit markets stabilize and accessibility improves. While future market conditions remain uncertain, we expect global automotive financing volume to decrease in the near term as a result of these actions.

ResCap

Our ResCap operations engage in the origination, purchase, servicing, sale, and securitization of consumer (i.e., residential) mortgage loans and mortgage-related products (e.g., real estate services). Typically, mortgage loans are originated and sold to investors in the secondary market including securitization transactions in which the assets are legally sold but are accounted for as secured financings. As part of its restructuring plan announced in the third quarter, ResCap closed its retail and wholesale channels in September 2008. ResCap continues to originate mortgage loans through its direct lending centers and GMAC Bank correspondents. In addition, ResCap purchases residential mortgage loans from correspondent lenders and other third parties and provides warehouse lending. Loans are primarily agency-eligible or government loans. Due to disruptions in the credit markets and other factors discussed herein, in ResCap's domestic operations it is currently originating only prime credit quality loans that are produced in conformity with the underwriting guidelines of Fannie Mae, Freddie Mac and Ginnie Mae and these loans are generally sold to one of these government-sponsored enterprises in the form of agency guaranteed securitizations. ResCap also provides collateralized lines of credit to other originators of residential mortgage loans. This activity has also been significantly reduced although ResCap continues to originate prime conforming warehouse lending through GMAC Bank. ResCap has further curtailed activities related to both its business capital group, which provides financing and equity capital to residential land developers and homebuilders, and its international business group, which includes substantially all of its operations outside of the United States. In addition, ResCap recently sold its GMAC Home Services real estate brokerage and relocation businesses. Certain agreements are in place between ResCap and us that restrict ResCap's ability to declare dividends or prepay subordinated indebtedness owed to us and inhibit our ability to return funds for dividend and debt payments.

Insurance

Our Insurance operations offer vehicle service contracts and underwrite personal automobile insurance coverages (ranging from preferred to nonstandard risks), homeowners' insurance coverage, and selected commercial insurance and reinsurance coverages in the United States and internationally. We are a leading provider of vehicle service contracts with mechanical breakdown and maintenance coverages. Our vehicle service contracts offer vehicle owners and lessees mechanical repair protection and roadside assistance for new and used vehicles beyond the manufacturer's new vehicle warranty. We underwrite and market nonstandard, standard, and preferred-risk physical damage and liability insurance coverages for passenger automobiles, motorcycles, recreational vehicles, and commercial automobiles through independent agency, direct response, and internet channels. Additionally, we market private-label insurance through a long-term agency relationship with Homesite Insurance, a national provider of home insurance products. We provide commercial insurance, primarily covering dealers' wholesale vehicle inventory, and reinsurance products. Internationally, our subsidiary ABA Seguros provides certain commercial business insurance exclusively in Mexico.

In July of 2008, we announced that we had effectuated a dividend of 100% of the voting interest of the holding company of our Insurance operations ("GMACI") to the current holders of our common membership equity, which include FIM Holdings and subsidiaries of GM. The dividend was made pro rata in accordance with the current common equity ownership percentages held by these entities. We continue to hold 100% of the economic interests in GMACI.

The Guarantors

The new guaranteed notes will be guaranteed on a joint and several basis by the following subsidiaries of GMAC: GMAC US LLC, IB Finance Holding Company LLC, GMAC Latin America Holdings LLC, GMAC International Holdings Coöperatief U.A. and GMAC Continental LLC, (together, the "note guarantors"). As of September 30, 2008, on a consolidated basis, the note guarantors had total assets of approximately $72.8 billion, or

34.45% of the total assets of the Company, and approximately $35.5 billion in third-party debt and $9.9 billion in debt with GMAC or other affiliates which will rank junior to the note guarantees.*

GMAC US LLC. GMAC US LLC ("US LLC"), a Delaware limited liability company, is a wholly owned direct subsidiary of GMAC, and was created to be able to hold GMAC's U.S. Automotive Finance business as required by the April 2, 2006 Purchase and Sale Agreement ("PSA"), pursuant to which FIM Holdings acquired a 51% interest in GMAC. Under the PSA, GM has a call option to purchase, among other things, the U.S. Automotive Finance business. A copy of the PSA, as well as additional information related to the call option and other transactions related to the PSA, is available in GMAC's SEC filings, which are available at *www.sec.gov*.

US LLC currently holds certain assets and intellectual property associated with GMAC's U.S. Automotive Finance business. In addition, all of GMAC's employees associated with the U.S. Automotive Finance business and GMAC's corporate functions are employed by US LLC. As of September 30, 2008, US LLC and its subsidiaries had no material assets or liabilities.

US LLC may ultimately serve as an originator or acquiror of financing products, and lender to automobile dealers, related to our Automotive Finance business in the United States with respect to such activities that are not eligible to be conducted by GMAC Bank. However, we do not anticipate that US LLC will begin these activities before the completion of the offers. Among other things, US LLC must obtain certain remaining regulatory approvals and licenses prior to engaging in origination or acquisition activities. If our application to become a bank holding company under the BHC Act is approved, we do not currently expect that a material amount of origination or acquisition activities will be conducted by US LLC. We further can not assure you that US LLC will begin origination or acquisition activities at any time prior to the maturity of any given series of the new notes or otherwise.

GMAC and GM are parties to a United States Consumer Financing Services Agreement ("Financing Services Agreement"). Among other things, the Financing Services Agreement provides that, subject to certain conditions and limitations, whenever GM offers vehicle financing and leasing incentives to customers (e.g., lower interest rates than market rates), it will do so exclusively through GMAC, with the exception of Saturn-branded products. The initial term of the Financing Services Agreement expires on November 30, 2016 and thereafter renews automatically for successive periods of one year unless the Financing Services Agreement is terminated by GM or GMAC at the end of a term, upon three years' notice. The Financing Services Agreement also provides that GMAC subsidiaries engaged in transactions, relationships, interactions, and dealings with GM may "opt in" to the Financing Services Agreement. GM and GMAC are determining the appropriate timing for US LLC to opt in to the Financing Services Agreement.

GMAC and GM are currently in discussions related to potential modifications to the Financing Services Agreement and related agreements between GMAC and GM. Resulting modifications could include, among other things, changes to GMAC exclusivity rights, GMAC obligations to meet certain performance targets and duration of the agreements. GM and GMAC are also discussing potential changes to GM's existing option to repurchase GMAC's auto finance business, the current cap on GMAC unsecured exposure to GM, and other existing arrangements. Modifications to these agreements, if any, that may be entered into in the future could have a material net positive or material net negative effect on our business, financial condition and profitability. Additional information about the Financing Services Agreement is available in GMAC's SEC filings, which are available at *www.sec.gov*.

IB Finance Holding Company LLC. IB Finance Holding Company LLC ("IB Finance") is a Delaware limited liability company. The note guarantees (as defined below) will rank senior to all equity of IB Finance. GMAC holds 100% of the voting interest in IB Finance, and ResCap holds 100% of the non-voting interests. IB Finance is a holding company that conducts no business other than holding all of the equity interests in GMAC

*The foregoing figures treat MasterLease Limited as a wholly owned subsidiary of GMAC Continental LLC. GMAC Continental LLC owns approximately 45.5% of MasterLease Limited.

Bank. GMAC Bank is an industrial bank chartered by the State of Utah that provides banking products to consumers online at *www.gmacbank.com*. GMAC Bank's deposit products include certificates of deposit savings accounts, and money market accounts, as well as brokered certificates of deposit. The mortgage division of GMAC Bank purchases and originates a limited amount of first-lien residential mortgage and second-lien home equity loans and lines of credit. The automotive division of GMAC Bank offers automotive financing primarily to select qualifying automotive dealerships and to customers of those dealerships in the United States. GMAC Bank's consumer business is targeted at the general public, as well as members of the GM Family, defined as employees, retirees, customers and shareholders of GM, GMAC, and its subsidiaries, and the owners, operators, and employees of the GM dealer, supplier, and wholesaler networks and the immediate family members of employees and retirees. If our application to become a bank holding company under the BHC Act is accepted, GMAC Bank will become a Utah chartered Federal Reserve member bank. Its products could expand to include, among other things, automotive financing for a broader group of qualifying dealerships, and potentially checking accounts. Neither GMAC Bank nor any other subsidiary of IB Finance is directly guaranteeing the new notes. As of September 30, 2008, IB Finance and its subsidiaries had total assets of $32.7 billion, approximately $10.5 billion in third-party debt and approximately $0.5 billion in debt with GMAC or other affiliates which will rank junior to the note guarantees.

GMAC Latin America Holdings LLC. GMAC Latin America Holdings LLC ("Latin America LLC"), a Delaware limited liability company, is a wholly owned direct subsidiary of GMAC. Latin America LLC is a holding company that conducts no business other than holding 99.9% of the equity interests in GMAC Mexicana, S.A., or GMAC Mexicana, and certain other non-material subsidiaries. As of September 30, 2008, Latin America LLC and its subsidiaries, excluding GMAC Mexicana, had no material assets or liabilities.

GMAC Mexicana, is a regulated Mexican entity and holds all of the tangible assets associated with GMAC's Mexican retail and wholesale Automotive Finance business. All of GMAC's employees associated with the Mexican retail and wholesale Automotive Finance business are employed through a service contract with Servicios GMAC S.A. ("Servicios"), a payroll company that employs substantially all of GMAC Mexicana's employees and is 99.9% owned by Latin America LLC. Neither GMAC Mexicana nor Servicios is directly guaranteeing the new guaranteed notes. As of September 30, 2008, GMAC Mexicana had total assets of approximately $2.4 billion, consisting of approximately $1.6 billion of consumer finance receivables and loans, $0.6 billion commercial finance receivables and loans, $0.2 billion of affiliate receivables (the majority of the consumer and commercial finance receivables have been securitized). As of September 30, 2008, GMAC Mexicana had approximately $1.8 billion in third-party debt and no debt with GMAC or other affiliates which will rank junior to the note guarantees.

GMAC International Holdings Coöperatief U.A. GMAC International Holdings Coöperatief U.A. ("GMAC International Holdings"), a cooperative (*coöperatie*) incorporated under the laws of The Netherlands, with its seat at The Hague, The Netherlands, is a 99.0% owned direct subsidiary of GMAC. As of September 30, 2008, GMAC conducts its retail and wholesale Automotive Finance business in the following countries through GMAC International Holdings: Canada, Hungary, Italy, Russia, France, Portugal, Denmark, Finland and the Czech Republic. GMAC currently intends, and has taken certain actions to, cease wholesale and retail originations in certain of the foregoing countries in the near future. GMAC International Holdings holds 100% of the equity interests in GMAC Pan European Auto Receivable Lending (PEARL) B.V. ("Pearl"). Pearl conducts no business other than investing in the subordinated tranches of GMAC's pan-european wholesale finance securitization facilities. GMAC International Holdings also holds 100% of the equity interests in GMAC International Finance B.V. ("GMAC IF"). GMAC IF is a Dutch private company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid)*, through which GMAC conducts its international funding operations. GMAC IF acts as the issuer under GMAC's european MTN and commercial paper programs and provides intercompany lending to GMAC's international subsidiaries. GMAC International Holdings' subsidiaries are not directly guaranteeing the new guaranteed notes. As of September 30, 2008, GMAC International Holdings and its subsidiaries (excluding GMAC Canada) had total consolidated assets of approximately $14.8 billion, approximately $10.4 billion in receivables with GMAC or other affiliates, approximately $4.8 billion in third-party debt and $9.3 billion in debt with GMAC or other affiliates which will rank junior to the note guarantees. As of September 30, 2008, GMAC Canada had total consolidated assets of approximately $21.5 billion and approximately $16.5 billion in third-party debt and $1.4 billion in debt with GMAC or other affiliates which will rank junior to the note guarantees.

GMAC Continental LLC. GMAC Continental LLC ("Continental LLC"), a Delaware limited liability company, is a wholly owned direct subsidiary of GMAC. Continental LLC is a Delaware limited liability company that has active Automotive Finance foreign branches in Sweden and Belgium although it is intended that as part of a business reorganization, the operations of the Swedish Branch will be merged with GMAC Financial Services AB, an affiliated company operating in Sweden, and that after the merger the share capital of GMAC Financial Services AB will be transferred to GMAC International Holdings. GMAC Continental also holds approximately 45.5% of the outstanding equity interests in Masterlease Limited, and certain other non-material subsidiaries, through which GMAC operates certain of its European fleet management and full-service leasing businesses. Continental LLC and its subsidiaries currently operate in Poland, Germany, The Netherlands, the United Kingdom, Belgium, France and Mexico. Continental LLC's subsidiaries are not directly guaranteeing the new guaranteed notes. As of September 30, 2008, Continental LLC and its subsidiaries, excluding Masterlease Limited, had total assets of $1.7 billion, approximately $0.5 billion in third-party debt and approximately $0.9 billion in debt with GMAC or other affiliates which will rank junior to the note guarantees. As of September 30, 2008, Masterlease Limited had total assets of approximately $3.5 billion and approximately $1.5 billion in third-party debt and $1.6 billion in debt with GMAC or other affiliates which will rank junior to the note guarantees.*

Blocker Sub

Preferred Blocker Inc. ("Blocker Sub") is a newly formed Delaware corporation and subsidiary of GMAC. Blocker Sub is a limited purpose holding company. Except for the 5% preferred membership interests in GMAC that will be issued to Blocker Sub in connection with the offers, Blocker Sub will not have any material assets or liabilities at the time the offers are completed. Blocker Sub's principal executive offices are located at 200 Renaissance Center, Detroit, Michigan 48265.

The Conversion of GMAC into a Corporation

GMAC is a limited liability company under Delaware law, and we are currently evaluating converting GMAC into a corporation. Conversion of GMAC into a corporation would expand GMAC's ability to raise additional capital in the future, including, for example, by allowing GMAC to offer shares of common or preferred stock in a public offering. In addition, converting into a corporation may facilitate our participation in the Capital Purchase Program, although the U.S. Treasury may allow us to maintain our limited liability company status. We are currently evaluating the timing of a corporate conversion and the means by which GMAC would become a corporation, and we are unlikely to announce definitive plans prior to the closing of the offers. A corporate conversion may be effected through a variety of means, including, for example: the direct conversion of GMAC into a corporation through a statutory conversion; the creation of a holding company above GMAC and the exchange of substantially all of GMAC's outstanding equity interests for equity interests of such holding company; the acquisition by Blocker Sub of substantially all of GMAC's outstanding equity interests in exchange for stock of Blocker Sub; and the merger of GMAC with and into Blocker Sub. As part of a corporate conversion or subsequent to any such conversion, one or more special purpose vehicles that currently own an indirect interest in GMAC through FIM Holdings or other direct or indirect owners of GMAC may also merge into GMAC.

After a corporate conversion, holders of GMAC common stock, preferred stock and notes may have different rights as holders of interests in a corporation than as holders of interests in a limited liability company. In addition, while GMAC is presently a partnership for income tax purposes and therefore not generally subject to U.S. federal and state corporate income taxes, GMAC intends (subject to board approval) to make tax distributions to its members. After the conversion GMAC would be subject to such federal and state corporate taxes. In addition, in the event of a corporate conversion, GMAC would be required to restore its deferred tax assets and liabilities to its books. The result is expected to be a net deferred tax liability that could be up to approximately $2 billion. The amount of the deferred tax liability would reduce GMAC's capital by the amount restored to GMAC's books upon the corporate conversion.

* The foregoing figures treat MasterLease Limited as a wholly owned subsidiary of GMAC Continental LLC. GMAC Continental LLC owns approximately 45.5% of MasterLease Limited.

In accordance with our LLC Agreement, in order to effectuate a corporate conversion pursuant to which GMAC is no longer a partnership or a disregarded entity for federal income tax purposes, we would need the prior written consent of (i) for so long as each of FIM Holdings and certain of its permitted transferees (the "FIM Holders") and GM and certain of its permitted transferees (the "GM Holders") hold in excess of 20% of the combined voting power of our Class A and Class B Membership Interests (the "Voting Power"), the holders of a majority of the Class A Membership Interests held by the FIM Holders and the holders of a majority of the Class B Membership Interests held by the GM Holders, voting separately, (ii) at any time when the FIM Holders hold in excess of 20% of the Voting Power and the GM Holders do not hold in excess of 20% of the Voting Power, the holders of a majority of the Class A Membership Interests held by the FIM Holders and (iii) at any time that the GM Holders hold in excess of 20% of the Voting Power and the FIM Holders do not hold in excess of 20% of the Voting Power, the holders of a majority of the Class B Membership Interests held by the GM Holders. As of the date hereof, the FIM Holders held 51% of the Voting Power and the GM Holders held 49% of the Voting Power.

There can be no assurances as to when or if we will be successful with respect to our application to become a bank holding company under the BHC Act or when or if we will become eligible for the Capital Purchase Program or, if successful, exactly what the structure of the U.S. Treasury investment will be or when or if an effective corporate conversion will occur. The corporate conversion is not a condition to the offers.

Recent Developments

Concurrent ResCap Offering

Concurrent with this offering, GMAC is offering to exchange certain of ResCap's outstanding notes (the "ResCap Notes") for, at the election of each holder of ResCap Notes eligible to participate in the ResCap Offering, a combination of 7.50% Senior Notes due 2013 of GMAC (the "new senior notes") and 8.00% Subordinated Notes due 2018 of GMAC and up to $500,000,000 in cash, in each case on the terms and conditions set forth in the confidential offering memorandum related to the ResCap Offering. The new senior notes and new subordinated notes issued in the ResCap Offering will not be guaranteed. GMAC has no current plans to contribute to ResCap or otherwise forgive any ResCap Notes obtained in the ResCap Offering. GMAC may, in its sole discretion, pursue one or more alternatives with respect to such ResCap Notes, including but not limited to, holding or transferring such notes or exchanging them for assets of ResCap. Except as set forth under "—Liquidity and Capital Resources," GMAC has not made, and is not making, any commitment to continue to fund ResCap or to forgive ResCap debt and is not subject to any contractual obligation to do so. The ResCap Offering is conditioned upon, among other things:

- the completion of the offers made herein; and
- a sufficient amount of notes having been tendered for purchase and/or exchange pursuant to the ResCap Offering such that, in our judgment, the ResCap Offering was successful.

The offers are conditioned upon, among other things, the completion of the ResCap Offering. This condition, however, is for our sole benefit and may be asserted by us or may be waived by us at any time and from time to time, in our sole discretion. See "Description of the Offers—Conditions to the Offers." In addition, we have the right to terminate or withdraw any of the offers at any time and for any reason, including, without limitation, if the foregoing condition is not satisfied. As such, we may complete or terminate the offers regardless of whether or not the ResCap Offering is completed.

Liquidity and Capital Resources

GMAC. Our funding strategy and liquidity position have been materially adversely affected by the ongoing stress in the credit markets that began in the middle of 2007 and reached unprecedented levels during recent months. The capital markets remain highly volatile, and our access to liquidity has been and continues to be significantly reduced. These conditions, in addition to the reduction in our credit ratings, have resulted in increased borrowing costs and our inability to access the unsecured debt markets in a cost-effective manner. Furthermore, we have regular renewals of outstanding bank loans and credit facilities. Based on existing asset availability and

eligibility criteria, we currently have available approximately $500 million of capacity under our secured credit lines. However, we have the ability to significantly increase the amount of available capacity based on future asset origination and potential availability. Although our material committed facilities due to mature in the third quarter were renewed at revised terms, some facilities have not been renewed. See GMAC's Form 10-Q for the period ending September 30, 2008 for additional information regarding such facilities. This has placed additional pressure on our liquidity position. Our inability to renew the remaining loans and facilities as they mature would have a further negative impact on our liquidity position. We also have significant maturities of unsecured debt each year. Approximately $1.8 billion of our outstanding unsecured debt matures in the fourth quarter of 2008, $12.8 billion matures in 2009 and $8.8 billion matures in 2010. In addition, as of September 30, 2008, we have approximately $38.7 billion of outstanding unsecured debt (including $14.6 billion of Smart Notes and $3.9 billion of Demand Notes (such amount of outstanding Demand Notes has significantly declined since September 30, 2008)) which is not subject to the offers. In order to retire these instruments, we either will need to refinance this debt, which will be very difficult should the current volatility in the credit markets continue or worsens, or generate sufficient cash to retire the debt.

In addition, a significant portion of our customers are those of GM and GM dealers and other GM-related employees. As a result, a significant adverse change in GM's business or financial position will have a significantly adverse effect on our profitability and financial condition. In its Quarterly Report on Form 10-Q for the period ended September 30, 2008, GM reported that it had suffered significant losses from 2005 through the nine months ended September 30, 2008 and its estimated liquidity during the remainder of 2008 would be at or near the minimum required to operate its business unless, among other things, economic and automotive industry conditions significantly improve, it received substantial proceeds from asset sales, it gained access to capital markets and other private sources of funding, it received government funding under one or more current or future programs, or some combination of the foregoing. See "Risk Factors—The profitability and financial condition of our operations are heavily dependent upon the performance, operations and prospects of GM."

Our business continues to be affected by these conditions and has led us to take several actions to manage resources during this volatile environment. Certain of these steps have included: aligning automotive originations with available committed funding sources in the United States and abroad; streamlining operations to suit the current business plans; growing GMAC Bank within applicable regulatory guidelines; reducing risk in our balance sheet; and divesting select non-core operations. We are also focused on pursuing strategies to increase flexibility and access to liquidity with the primary focus of continuing to support automotive dealers and customers. Ongoing initiatives include participating in the Federal Reserve's commercial paper purchase program through the Company's asset-backed conduit, New Center Asset Trust (NCAT), the making of the offers and the ResCap Offering and evaluating the use of other government programs, such as the TARP (as defined below). Furthermore, we are engaging in discussions with federal regulatory authorities regarding bank holding company status. Our business requires a significant amount of unrestricted liquidity for working capital purposes and to fund our business. If GMAC is unable to successfully execute some or all of its current plans, including to consummate the offers and the ResCap Offering, to obtain approval to become a bank holding company under the BHC Act and to participate in the Capital Purchase Program, it could have a material adverse effect on its liquidity, operations and/or financial position. In addition, if the offers are completed and GMAC's applications to become a bank holding company under the BHC Act and/or to participate in the Capital Purchase Program are not approved, as a result of cash outflows associated with the offers and otherwise, GMAC may be required to execute asset sales or other liquidity generating actions over and above its normal finance activities to provide additional working capital and repay debt as it matures and GMAC's inability to do so would have a material adverse effect on its business, results of operations and financial position (including its ability to meet debt maturities in 2009).

ResCap. ResCap remains highly leveraged relative to its cash flow and continues to recognize substantial losses resulting in a significant deterioration in capital. ResCap has been negatively impacted by the events and conditions in the mortgage banking industry and the broader economy. The market deterioration has led to fewer sources of, and significantly reduced levels of, liquidity available to finance ResCap's operations. Most recently, the widely publicized credit defaults and/or acquisitions of large financial institutions in the marketplace has further restricted credit in the United States and international lending markets. As of September 30, 2008, ResCap had $2.3 billion of remaining equity (including equity in GMAC Bank) and has averaged $1.14 billion in losses per quarter during each of the last 8 quarters. ResCap's November 17, 2008 interest payment on certain of its outstanding notes was made only after GMAC's determination to provide ResCap the support actions described below. In light of

ResCap's liquidity and capital needs, combined with volatile conditions in the marketplace, if GMAC no longer continues to support the capital or liquidity needs of ResCap or ResCap is unable to successfully execute its other initiatives, there is substantial doubt about ResCap's ability to continue as a going concern and it would have a material adverse effect on ResCap's business, results of operations, and financial position.

During the second quarter of 2008, Cerberus committed to purchase certain assets at ResCap's option consisting of performing and nonperforming mortgage loans, mortgage-backed securities, and other assets for net cash proceeds of $300 million. During the third quarter, the following transactions were completed with Cerberus:

- On July 14 and 15, 2008, ResCap, through its consolidated subsidiary GMAC Mortgage LLC ("GMAC Mortgage"), agreed to sell securitized excess servicing on two populations of loans to Cerberus consisting of $13.8 billion in unpaid principal balance of Freddie Mac loans and $24.8 billion in unpaid principal balance of Fannie Mae loans, capturing $591.2 million and $981.9 million of notional interest-only securities, respectively. The sales closed on July 30, 2008, with net proceeds of $175.1 million to ResCap.

- On September 30, 2008, ResCap completed the sale of certain of its model home assets to MHPool Holdings LLC (MHPool Holdings), an affiliate of Cerberus, for cash consideration consisting of approximately $80.0 million, subject to certain adjustments, primarily relating to the sales of homes between June 20, 2008 and September 30, 2008, resulting in a net purchase price from MHPool Holdings of approximately $59.0 million. The purchase price is subject to further post-closing adjustments that are not expected to be material.

These transactions entered into between ResCap and Cerberus satisfied the previously announced commitment by Cerberus to purchase assets of $300.0 million.

We have also recently taken several actions intended to improve liquidity and support the capital structure of ResCap:

- On July 31, 2008, ResCap and GMAC finalized the Resort Finance Sale Agreement pursuant to which GMAC Commercial Finance LLC ("GMACCF") acquired 100% of ResCap's Resort Finance business for a cash purchase price equal to the fair market value of the business. On June 3, 2008, ResCap received an initial deposit of $250.0 million representing estimated net proceeds related to this transaction. Upon final pricing and execution of the sale, ResCap was required to repay a portion of the initial deposit to GMACCF in the amount of $153.9 million representing the difference between the deposit it had received and the valuation.

- On September 30, 2008, we contributed to ResCap certain notes of ResCap that we had previously purchased in open market transactions with a face amount of $92.8 million and a fair value of approximately $51.0 million. Accordingly, ResCap recorded a capital contribution for our purchase price of $51.0 million and a gain of $42.2 million on extinguishment of debt representing the difference between the carrying value and GMAC's fair market value purchase price. In addition, we forgave $2.5 million of accrued interest related to these notes increasing the total capital contribution to $53.5 million.

- On September 30, 2008, we also forgave debt outstanding of $101.5 million under the loan and security agreement (the "GMAC Secured MSR Facility") with Residential Funding Company LLC ("RFC") and GMAC Mortgage. The debt forgiveness reduced the overall GMAC Secured MSR Facility indebtedness. This facility was due to mature on October 17, 2008. Subsequent to September 30, 2008, the GMAC Secured MSR Facility matured and was renewed to May 1, 2009 with additional amendments to the original terms, including reducing the advance rates from 85.0% to 76.6% and reducing the amount of GMAC's lending commitment by $84.0 million as of October 17, 2008, with a subsequent commitment reduction of $84.0 million effective as of October 22, 2008, and further commitment reductions equal to any amounts of the outstanding indebtedness forgiven by

GMAC, including the $101.5 million forgiven on September 30, 2008, as a contribution of capital to ResCap and its subsidiaries.

- Under a Receivables Factoring Facility, GMACCF has purchased an additional $167.3 million face amount of receivables from ResCap during the three months ended September 30, 2008 ($753.6 million of purchases since June 17, 2008, with cash proceeds from all the sales to date totaling $640.6 million). ResCap recorded a cumulative net loss of $113.0 million related to these transactions for the nine months ended September 30, 2008.

- On October 31, 2008, the GMAC Board of Directors approved forgiveness of ResCap indebtedness related to the GMAC Secured MSR Facility in an amount sufficient to allow ResCap to maintain a consolidated tangible net worth, as defined therein, of $350 million as of October 31, 2008. The amount forgiven was approximately $239 million. As a result of this debt forgiveness, ResCap remained in compliance with its credit facility financial covenants as of October 31, 2008 which require ResCap to maintain a monthly consolidated tangible net worth of $250 million, among other requirements. For this purpose, consolidated tangible net worth is defined as ResCap's consolidated equity, excluding intangible assets and equity in GMAC Bank to the extent included in ResCap's consolidated balance sheet.

- The GMAC Board of Directors, or, in the case of the ResMor transaction described below, GM and FIM Holdings, have approved additional transactions with a combined value of up to $500 million intended to improve ResCap's liquidity and support its capital structure. Such transactions include:

    - GMAC will enter into an agreement to purchase from certain Canadian subsidiaries of ResCap (the "ResMor sellers") all of the outstanding equity interests of ResMor Trust Company ("ResMor"), a Canadian federally incorporated trust company and an indirect wholly owned subsidiary of ResCap that engages in the residential mortgage finance business. Simultaneously with, and as a condition to, the execution and delivery of the purchase agreement, GMAC Residential Funding of Canada, Limited, one of the ResMor sellers, as borrower, will enter into a Loan Agreement and a Pledge and Security Agreement with GMAC in an amount equal to the purchase price of ResMor. The total purchase price for the ResMor acquisition and the amount of the loan is expected to be approximately CDN$82 million. The purchase will include the cash and short term deposits on ResMor's balance sheet, which, as of October 31, 2008, totaled CDN$358 million.

    - GMAC has agreed to provide certain subsidiaries of ResCap with a new senior revolving loan facility (the "new loan facility"). The final terms and size of the facility are yet to be determined.

    - GMAC and ResCap will potentially enter into additional transactions, including additional loans, asset purchases and other transactions, intended to support ResCap within the $500 million approval described above.

As of September 30, 2008, ResCap had intercompany debt outstanding to GMAC in an amount of $3.3 billion (comprised of the Secured Revolver and MSR Facility and net of $750 million first loss participation of GM and Cerberus). Assuming full participation in the ResCap Offering, GMAC will have acquired an additional $9.3 billion of outstanding debt of ResCap. In addition, we may, but are not obligated to, take further actions to provide ResCap with additional funding and capital during the pendency of the offers. Such actions may include, among others, debt forgiveness, additional loans and/or other funding sources. GMAC does not currently intend to take further actions in support of ResCap if the offers are not completed. Except as set forth above, we have not made, and are not making, any commitment to continue to fund ResCap or to forgive ResCap debt and we are not subject to any contractual obligation to do so regardless of whether the offers are completed.

During the third quarter of 2008, ResCap's consolidated tangible net worth, as defined under the master agreement (as defined below), fell below $1.0 billion giving Fannie Mae the right to pursue certain remedies under

the master agreement and contract (the "master agreement") between GMAC Mortgage, its consolidated subsidiary, and Fannie Mae. In light of the decline in ResCap's consolidated tangible net worth, as defined, Fannie Mae has requested additional security for some of ResCap's potential obligations under the Fannie Mae agreements. ResCap has reached an agreement with Fannie Mae, under the terms of which ResCap will provide Fannie Mae additional collateral valued at $200 million, and agree to sell and transfer the servicing rights on mortgage loans having an unpaid principal balance of approximately $12.7 billion, or approximately 9% of the total principal balance of loans ResCap services. Fannie Mae has indicated that in return for these actions, Fannie Mae will agree to forbear, until January 31, 2009, from exercising contractual remedies otherwise available due to the decline in consolidated tangible net worth, as defined. Actions based on these remedies could have included, among other things, reducing ResCap's ability to sell loans to Fannie Mae, reducing its capacity to service loans for Fannie Mae, or requiring it to transfer servicing rights of loans ResCap services for Fannie Mae. ResCap believes that selling the servicing rights related to the loans described above will have an incremental positive impact on ResCap's liquidity and overall cost of servicing, since it will no longer be required to advance delinquent payments on those loans. However, meeting Fannie Mae's collateral request will have a negative impact on ResCap's liquidity. Moreover, if Fannie Mae deems ResCap's consolidated tangible net worth, as defined, to be inadequate following the expiration of the forbearance period referred to above, and if Fannie Mae then determines to exercise their contractual remedies as described above, it would adversely affect our profitability and financial condition.

Even following the actions described above, ResCap requires additional liquidity and/or capital generating actions over and above its normal mortgage finance activities to provide it with additional working capital. As of September 30, 2008, the borrowing base of the $3.5 billion senior secured credit facility with GMAC allowed for total borrowings of $3.0 billion and ResCap had approximately $2.9 billion outstanding thereunder (including $750 million first loss participation of GM and Cerberus). As ResCap actively manages its liquidity, certain asset liquidation initiatives it may take include, among other things, the sales of retained interests in its mortgage securitizations, the sales of its mortgage servicing rights, marketing of its United Kingdom and continental Europe mortgage loan portfolios, whole-loan sales, and marketing of businesses and platforms that are unrelated to its core mortgage finance business. Moreover, the amount of liquidity ResCap needs may be greater than currently anticipated as a result of additional factors and events (such as interest rate fluctuations and margin calls) that increase its cash needs, causing it to be unable to independently satisfy its near-term liquidity and capital requirements.

ResCap's current initiatives include, but are not limited to, the following: continued work with all of its key credit providers to optimize all available liquidity options; continued sales of assets and other restructuring activities; focused production on government and prime conforming products; exploration of strategic alternatives such as alliances, joint ventures and other transactions with third parties; and continued exploration of opportunities for funding and capital support from GMAC and its affiliates. Most of these initiatives are affected by factors outside of ResCap's control, resulting in increased uncertainty regarding their successful execution. There are currently no substantive binding contracts, agreements or understandings with respect to any particular transaction of such kind.

ResCap remains heavily dependent on GMAC and its affiliates for funding and capital support and there can be no assurance that GMAC or its affiliates will continue such actions. If GMAC had not taken the actions described above in the third quarter and October 2008, ResCap would not have been in compliance with the net worth covenant applicable to numerous of its credit facilities. If additional financing or capital were to be obtained from GMAC, its affiliates and/or third parties, the terms may contain covenants that restrict ResCap's freedom to operate its business. Additionally, ResCap's ability to participate in any governmental investment program, either directly or indirectly through GMAC, is unknown at this time.

Application to Become a Bank Holding Company

On November 14, 2008, we submitted an application to the Federal Reserve for approval to become a bank holding company under the BHC Act. We are seeking this new status from the Federal Reserve to obtain maximum financial flexibility and stability and to enhance our liquidity position and our ability to fund our automotive and mortgage finance businesses. If approved, we believe that conversion to a bank holding company would provide us

with expanded opportunities for funding. See "Risk Factors—Risks Related to Our Becoming a Bank Holding Company."

In connection with our application, the Federal Reserve has informed us that it will require us to implement certain actions prior to gaining approval. Among other things, such actions may include (i) achieving an aggregate amount of outstanding capital of approximately $30 billion which may be subject to change by the Federal Reserve (a significant portion of which will be obtained as a result of the offers, if successful), including approximately $2 billion of new capital from third parties or existing equity holders that will qualify as Tier 1 capital under the BHC Act and be acceptable to the Federal Reserve, (ii) modifying our capital, shareholder and governance structure to be consistent with the regulatory requirements applicable to bank holding companies, (iii) obtaining all necessary banking regulatory approvals, (iv) modifying our capital funding plan and (v) certain other actions in connection therewith. The required new capital may take the form of an investment in common stock, or preferred stock of GMAC or a GMAC subsidiary. Any such investment is expected to be on market terms that may be more or less favorable than the terms of the new preferred stock or the new subordinated notes. In addition, the Federal Reserve or other regulators may require actions different from those described above, including that we raise more or less capital, or require additional actions in connection with our application. Certain of these potential actions could require us to obtain the consent of third parties. There can be no assurance that we will be successful in our efforts to complete the foregoing actions or that, regardless of whether such measures are successfully completed, our application to become a bank holding company will be approved.

We are presently in discussions with the Federal Deposit Insurance Corporation (the "FDIC") regarding possible participation in its Debt Guarantee Program which is a part of the Temporary Liquidity Guarantee Program (the "TLG Program"). Based on our discussions with the FDIC, it is our present intention to apply to participate in the TLG Program upon our becoming a bank holding company and the consummation of the offers, if such actions are successful. As of the date of this offering memorandum, we do not expect to be eligible to participate in the TLG Program immediately upon consummation of the offers. Even if we become a bank holding company and consummate the offers, there can be no assurance that our request to participate in the TLG Program will be approved by the FDIC.

If our bank holding company application is approved, GMAC would become subject to the consolidated supervision and regulation of the Federal Reserve. GMAC would also be subject to the Federal Reserve's risk-based and leverage capital requirements and information reporting requirements for bank holding companies. GMAC does not currently meet such capital requirements. Following the conversion to a bank holding company, the Federal Reserve will have authority to conduct on-site examinations of GMAC and any of its affiliates, subject to coordinating with any state or federal functional regulator of any particular affiliate. It is possible that certain of GMAC's existing activities will not be deemed to be permissible for bank holding companies. If so, GMAC will be required to divest such activities prior to the expiration of a grace period established by the Federal Reserve. Such grace periods may be shorter, but are typically two years, with the possibility of three one-year extensions for a total grace period of five years. GMAC does not believe that such required divestments, if any, will have a material adverse impact on its financial condition or results of operations.

Upon GMAC becoming a bank holding company, GMAC Bank would continue to be subject to Sections 23A and 23B of the Federal Reserve Act, which currently restrict GMAC Bank's ability to lend to affiliates, purchase assets from them or enter into certain other affiliate transactions, including any entity that directly or indirectly controls or is under common control with GMAC Bank. Specifically, Section 23A prohibits GMAC Bank from purchasing certain low-quality assets from its affiliates or engaging in specified "covered transactions" with any one affiliate that exceed 10% of its capital stock and surplus or with all of its affiliates that, in the aggregate, exceed 20% of its capital stock and surplus.

In connection with our application to become a bank holding company under the BHC Act, we have also applied to the Federal Reserve for an exemption from Section 23A. We are seeking the exemption for a one-time series of transfers of approximately $2.4 billion of mortgage servicing rights to GMAC Bank as well as a permanent exemption to allow GMAC Bank to originate retail loan and lease assets, regardless of whether or not GMAC provides financing for the inventory vehicle. No assurances can be given that the Federal Reserve will grant our request for an exemption from Section 23A, or that such request will be granted on the terms and conditions requested by us.

GM is currently an affiliate of GMAC Bank for purposes of Section 23A. In connection with our application to become a bank holding company under the BHC Act, we are also seeking from the Federal Reserve a determination under, or exception from, Section 23A to provide that GM will not be deemed an affiliate of GMAC Bank. Following GMAC's conversion to a bank holding company, if GM were to continue to be an affiliate of GMAC Bank, the 10% and 20% tests described above would still apply to GMAC Bank's relationship with GM. Consequently, our plans to move material portions of our business into GMAC Bank would be materially adversely affected.

Assuming our application to become a bank holding company under the BHC Act and our application for an exemption from Section 23A are approved, we expect to originate new automotive leases and mortgage related assets in GMAC Bank. We expect that such originations would target borrowers with credit scores above 620, which have historically comprised over 80% of our originations. Over time, we also plan to move a significant amount of the origination of our wholesale dealer assets to GMAC Bank. In order to finance such activities, we expect to increase both retail and brokered deposits in GMAC Bank through emphasis on new marketing programs, to move capacity in our secured bank facilities to GMAC Bank and also to explore securitization programs as GMAC Bank grows. Even if our bank holding company and Section 23A exemption applications are successful, we cannot assure you that the foregoing actions will be taken and, if taken, that they will be successful.

The offers are not conditioned upon approval of any of the foregoing applications, including our applications to become a bank holding company under the BHC Act, for an exemption from Section 23A or to participate in the TLG Program. As such, we may complete or terminate the offers regardless of whether or not any of the foregoing applications are approved.

Issuance of Preferred Stock Pursuant to the Capital Purchase Program

In October 2008, Congress passed the Emergency Economic Stabilization Act of 2008, under which the Troubled Asset Relief Program (the "TARP") and the Capital Purchase Program have been created. On November 14, 2008, we submitted an application to the U.S. Department of the Treasury (the "U.S. Treasury") to participate in the Capital Purchase Program, conditional upon becoming a bank holding company under the BHC Act. Under the Capital Purchase Program, the U.S. Treasury will purchase perpetual preferred stock of eligible institutions on standardized terms from qualifying financial institutions, including bank holding companies. The U.S. Treasury will purchase an amount of preferred stock of a participating qualifying financial institution of not less than 1% of its risk-weighted assets and not more than the lesser of (i) $25 billion and (ii) 3% of its risk-weighted assets. Because we are a limited liability company and our capital stock consists of common and preferred limited liability company units and not common or preferred stock, it is not entirely clear exactly what form any U.S. Treasury investment in us would take. Converting into a corporation may facilitate our participation in the Capital Purchase Program, although the U.S. Treasury may allow us to maintain our limited liability company status. See "—The Conversion of GMAC into a Corporation."

Assuming the U.S. Treasury purchases a form of preferred equity security on the same terms as they have indicated they would purchase preferred shares of other corporations, such preferred security will qualify as Tier 1 capital and will rank senior to common units and pari passu with existing preferred equity, other than preferred equity which by its terms ranks junior to any other existing preferred equity. Except under certain circumstances, the preferred securities will have a liquidation preference of $1,000 per share. The preferred securities will pay a cumulative distribution rate of 5% per annum for the first five years and will reset to a rate of 9% per annum after year five, payable quarterly in arrears. The preferred securities will be non-voting, other than class voting rights on matters that could adversely affect the securities. The preferred securities will be callable at par after the third anniversary of their issuance. Prior to the third anniversary of the issue date of the preferred securities, the preferred securities may be redeemed with the proceeds from a qualifying equity offering of any Tier 1 qualifying perpetual preferred or common equity. The U.S. Treasury may also transfer the preferred securities to a third party at any time.

For as long as any preferred stock issued pursuant to the Capital Purchase Program is outstanding, no dividends other than possibly tax distributions if we maintain our limited liabilty company form may be declared or paid on a qualifying financial institution's junior preferred stock, preferred stock ranking *pari passu* with the preferred stock issued pursuant to the Capital Purchase Program (which would include the new preferred stock of

Blocker Sub), or common stock (other than, in the case of preferred shares ranking *pari passu* with the preferred stock issued pursuant to the Capital Purchase Program, dividends on a pro rata basis with the preferred stock issued pursuant to the Capital Purchase Program) unless, in each case, all accrued dividends on the preferred stock issued pursuant to the Capital Purchase Program have been paid in full. In addition, the qualifying financial institution may not repurchase or redeem any junior preferred stock, preferred stock ranking *pari passu* with the preferred stock or common stock, unless it has fully paid all of its accrued dividend obligations under the preferred stock issued pursuant to the Capital Purchase Program. Recently, the U.S. Treasury set forth guidelines for the warrant component of the Capital Purchase Program applicable to non-public qualified financial institutions. Under these guidelines, the U.S. Treasury would receive warrants to purchase net shares of preferred stock having an aggregate liquidation preference equal to 5% of the preferred amount on the date of investment and the warrants would pay dividends at the rate of 9% per annum.

There can be no assurances as to when or if we will be successful with respect to our application to become a bank holding company under the BHC Act or eligible for the Capital Purchase Program and if successful, exactly what the terms and amount of the U.S. Treasury investment will be. The offers are not conditioned upon our becoming a bank holding company or upon receipt of an investment from the U.S. Treasury. As such we may complete or terminate the offers regardless of whether or not these events occur.

Expected Effects of the Offers on GMAC's Liquidity and Capital Resources

Under current market conditions and with GMAC's current credit ratings, GMAC's ability to take the necessary steps of cost-effectively refinancing debt maturing in the near term or raising additional money to fund its operations in the near term is severely restricted. Successful completion of the offers, conversion to a bank holding company under the BHC Act and participation in the Capital Purchase Program will reduce the need for GMAC to raise new funds and use its existing cash and cash equivalents and investment securities to repay old notes.

In addition, in connection with our application to become a bank holding company under the BHC Act, GMAC must comply with the risk-based and leverage capital requirements of the BHC Act. The offers, conversion to a bank holding company under the BHC Act and participation in the Capital Purchase Program, if successful, will increase GMAC's capital levels while reducing the amount of its outstanding debt. If the offers are successfully completed, it is currently expected that GMAC would exceed the minimum capital requirements under the BHC Act and such minimum may or may not be sufficient for the Federal Reserve to approve our application. If the offers are not completed, there can be no assurance that GMAC will be able to take alternative steps to meet the capital requirements of the BHC Act. If a bank holding company fails to satisfy regulatory capital requirements, it can be subject to serious consequences ranging in severity from being precluded from making acquisitions, to becoming subject to formal enforcement actions and FDIC receivership.

If we are unable to successfully convert to a bank holding company under the BHC Act and complete the ResCap Offering or the offers, it would have a near-term material adverse effect on our business, results of operations, and financial position. Even after the successful implementation of all of the actions described above, including our conversion to a bank holding company under the BHC Act, participation in the Capital Purchase Program and the offers, GMAC will continue to have substantial maturities of both unsecured and secured debt which must be renewed, refinanced or otherwise liquidated from other actions to raise cash or capital, and ResCap will remain highly leveraged relative to its cash flows. As a result, each of GMAC and ResCap may be required to execute asset sales or other liquidity generating actions over and above its normal finance activities to provide additional working capital and repay debt as it matures.

In addition, whether or not the offers, the ResCap Offering, our applications to become a bank holding company or to participate in the Capital Purchase Program are successful, we may take additional actions to increase our capital levels or otherwise improve our liquidity position. Such actions may include, among other things, repurchasing or redeeming certain of our outstanding debt or commencing a tender or exchange offer for our outstanding notes that are not subject to the offers. In addition, as of September 30, 2008, we have approximately $38.7 billion of outstanding unsecured debt (including $14.6 billion of Smart Notes and $3.9 billion of Demand Notes, although the amount of outstanding Demand Notes has significantly declined since September 30, 2008) which is not subject to the offers.

Reduction in Automotive Financing Activities

In response to the current credit environment and other market conditions, our North American Automotive Finance operation has temporarily implemented a more conservative purchase policy for consumer automotive financing. Specifically, in the United States we have recently temporarily reduced retail lending significantly by limiting purchases to contracts with customers having a credit score of 700 or above, and have restricted contracts with an advance rate equal to or less than the dealer invoice. We have also recently increased the rates we charge dealers for non-incentivized consumer automotive financing. GMAC and GM are currently in discussions related to potential modifications to the Financing Services Agreement and related agreements between GMAC and GM. In addition, in connection with our application to become a bank holding company under the BHC Act, the Federal Reserve may also require modifications to the Financing Services Agreement. Resulting modifications could include, among other things, changes to GMAC exclusivity rights, GMAC obligations to meet certain performance targets, and duration of the agreements. GM and GMAC are also discussing potential changes to GM's existing option to repurchase GMAC's auto finance business, the current cap on GMAC unsecured exposure to GM, and other existing arrangements. Modifications to these agreements, if any, that may be entered into in the future could have a material net positive or material net negative effect on our business, financial condition and profitability.

These changes in pricing and underwriting are related to the current market environment, which have reduced our access to funding and increased our cost of funds. Additionally, our International Automotive Finance operations recently announced plans to cease retail and wholesale originations in Australia and New Zealand, and retail originations in certain European markets and further plans to implement a more conservative pricing policy throughout the remaining European markets in which we operate to more closely align lending activity with the current availability of liquidity in the capital markets. We expect these actions to remain in place until the credit markets stabilize and accessibility to liquidity improves. While future market conditions remain uncertain, we expect global automotive financing volume to decrease in the near term as a result of these actions.

Background and Purpose of the Offers

The purpose of the offers is to increase our capital levels, while reducing the amount of our outstanding debt in connection with our capital plan relating to our application to become a bank holding company under the BHC Act. See "—Recent Developments—Application to Become a Bank Holding Company." If the offers are successfully completed, it is currently expected that GMAC would comply with the capital requirements applicable under the BHC Act. If the offers are not completed, there can be no assurance that GMAC will be able to take alternative steps to meet the capital requirements of the BHC Act and, accordingly, we cannot assure you that we will have, or have access to, sufficient liquidity to adequately fund our operations.

Summary of the Offers

Unless otherwise indicated or the context otherwise requires, in this section the term "GMAC" refers only to GMAC LLC and the terms "the Company," "we," "us" and "our" refer to GMAC LLC and its direct and indirect subsidiaries (including ResCap) on a consolidated basis.

The Offers ..... Upon the terms and subject to the conditions set forth in this offering memorandum and the letter of transmittal, GMAC is offering to exchange and/or purchase any and all of the old notes listed in the section headed "The Offers" on the inside cover of this offering memorandum held by eligible holders. Eligible holders may elect to receive either:

- new securities (the "new securities election") consisting of a combination of (i)(x) in the case of old notes maturing prior to 2031 (the "pre-2031 old notes"), newly issued Senior Guaranteed Notes of GMAC on substantially the same terms, including the same coupon and maturity date, as the applicable series of pre-2031 old notes exchanged therefor (the "new guaranteed notes"), except that the new guaranteed notes will be guaranteed by certain subsidiaries of GMAC and will in all cases be denominated in U.S. dollars or (y) in the case of old notes maturing in 2031 (the "2031 old notes"), a combination of new guaranteed notes and newly issued 8.00% Subordinated Notes due 2018 of GMAC (the "new subordinated notes" and, together with the new guaranteed notes, the "new notes") and (ii) newly issued 5% Perpetual Preferred Stock with a liquidation preference of $1,000 per share (the "new preferred stock" and, together with the new notes, the "new securities") of Preferred Blocker Inc., a newly formed Delaware corporation and subsidiary of GMAC ("Blocker Sub"), in each case in the amount (each such amount, a "new securities exchange ratio") per 1,000 U.S. dollar equivalent principal amount of old notes specified on the inside cover of this offering memorandum; or

- cash (the "cash election") in the amount (such amount, a "cash price") per 1,000 U.S. dollar equivalent principal amount of old notes specified on the inside cover of this offering memorandum. In the event that the cash required to purchase all old notes tendered pursuant to cash elections would exceed $2,000,000,000 (the "cash maximum amount"), each eligible holder who made a cash election will have the amount of old notes it tendered for cash accepted on a pro rata basis across all series such that the aggregate amount of cash spent in the offers equals the cash maximum amount, and the balance of old notes each such holder tendered that was not accepted for purchase for cash will be exchanged into new securities, in the amount determined pursuant to the applicable new securities exchange ratios, as if such holder had made a new securities election with respect to such balance of old notes.

In GMAC's sole discretion, GMAC may, but is not obligated to, increase the cash maximum amount. GMAC will announce any such

increase by a press release during the pendency of the offers. If there are less than ten business days left from the date of any such announcement until the next scheduled expiration date, GMAC will extend the offers so that at least ten business days remain until the expiration date. In the event of such extension, GMAC does not currently intend to extend the early delivery date or the withdrawal deadline.

For eligible holders of old notes that tender after the early delivery time, in determining the consideration such eligible holders will receive, (i) each cash price indicated on the inside cover of this offering memorandum will be reduced by the early delivery payment in cash of $50, and (ii) each new notes exchange ratio with respect to the new guaranteed notes indicated on the inside cover of this offering memorandum will be reduced by the early delivery payment in principal amount of new notes of $50. With respect to cash elections that, due to proration, are exchanged for both cash and new notes, the cash portion of the consideration with respect thereto will be reduced in accordance with the procedure set forth in clause (i) above and the new securities portion of such consideration will be reduced in accordance with the procedure set forth in clause (ii) above.

All cash paid (other than accrued interest) and new securities issued pursuant to the offers will be denominated in U.S. dollars. For purposes of determining the consideration to be received in exchange for foreign currency denominated old notes, an equivalent U.S. dollar principal amount of each tender of such series of old notes will be determined by converting the principal amount of such tender to U.S. dollars using the applicable currency exchange rate in the Statistical Release H.10 published by the Federal Reserve System on the business day prior to the applicable expiration date. Such equivalent U.S. dollar principal amount will be used in all cases when determining the consideration to be received pursuant to the offers per $1,000 principal amount of old notes validly tendered and not withdrawn.

See "Description of the Offers—Terms of the Offers" for more information.

Early Delivery Payment ..... GMAC is offering an early delivery payment that will be paid (i) in cash with respect to accepted cash elections and (ii) in principal amount of new guaranteed notes with respect to new securities elections. The early delivery payment will be equal to $50 of cash or $50 principal amount of new notes, as applicable, per 1,000 U.S. dollar equivalent principal amount of old notes. The early delivery payment will be paid only to eligible holders who validly tender their old notes prior to the early delivery time and do not validly withdraw their tender.

For the offers, the corresponding cash price and new notes exchange ratio listed in the section headed "The Offers" on the inside cover of this offering memorandum includes the early delivery payment. Eligible holders who validly tender their old notes in the offers after the early delivery time will receive these corresponding amounts less the early delivery payment.

Accrued and Unpaid Interest	Eligible holders whose old notes are accepted in the offers will also receive a cash payment (paid in the currency in which such old notes are denominated) equal to the accrued and unpaid interest in respect of such old notes from the most recent interest payment date to, but not including, the settlement date (as defined herein).
Holders Eligible to Participate in the Offers	The new securities are being offered and will only be issued (i) in the United States, to persons who are both "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act ("QIBs") and "qualified purchasers" (as defined in "Offer and Transfer Restrictions") and (ii) outside the United States, to persons who are not "U.S. persons," as that term is defined in Rule 902 under the Securities Act and who are also both "non-U.S. qualified offerees" (as defined in "Offer and Transfer Restrictions") and qualified purchasers. **Only QIBs or non-U.S. qualified offerees who are qualified purchasers (together, "eligible holders") are authorized to receive or review this offering memorandum or to participate in the offers.** For a description of restrictions on resale or transfer of the new securities, see "Offer and Transfer Restrictions."
Early Delivery Time	5:00 p.m., New York City time, on December 4, 2008, unless extended by GMAC with respect to any or all series of old notes (such date and time, as the same may be extended, the "early delivery time"). GMAC, in its sole discretion, may extend the early delivery time for any offer for any purpose.
Withdrawal Deadline	5:00 p.m., New York City time, on December 4, 2008, unless extended by GMAC with respect to any or all series of old notes (such date and time, as the same may be extended the "withdrawal deadline"). GMAC, in its sole discretion, may extend the withdrawal deadline for any offer for any purpose.
Expiration Date.....	The offers will expire at 11:59 p.m., New York City time, on December 18, 2008, unless extended by GMAC with respect to any or all series of old notes (such date and time, as the same may be extended, the "expiration date"). GMAC, in its sole discretion, may extend the expiration date for any offer for any purpose, including in order to permit the satisfaction or waiver of any or all conditions to any offer. As of the date of this offering memorandum, GMAC has no intention of extending any of the above dates.
Settlement Date.....	The settlement date of the offers will be promptly following the applicable expiration date.
Withdrawal of Tenders	You may withdraw the tender of your old notes at any time prior to the applicable withdrawal deadline by submitting a written withdrawal instruction to the applicable Clearing System in accordance with the relevant procedures described herein. Any old notes validly tendered prior to the applicable withdrawal deadline that are not validly withdrawn prior to such withdrawal deadline may not be withdrawn on or after such withdrawal deadline, and old notes validly tendered on or after such withdrawal deadline may not be withdrawn, in each case subject to limited circumstances described in "Description of the Offers—Withdrawal of Tenders." Any eligible

	holder who validly withdraws previously tendered old notes and does not re-tender such notes prior to the early delivery time will not receive the early delivery payment for such notes.
Conditions to the Offers.....	Consummation of the offers is conditioned upon the satisfaction or waiver of the conditions described under "Description of the Offers—Conditions to the Offers." **Among other things, the offers are conditioned upon completion of the ResCap Offering and a sufficient amount of old notes having been tendered for purchase and/or exchange pursuant to the offers such that, in GMAC's judgment, GMAC has obtained a sufficient amount of capital in connection with the offers, whether or not such amount of capital would be sufficient to satisfy the requirements of the BHC Act or any other applicable regulations. These conditions are for GMAC's benefit and may be asserted by GMAC or may be waived by GMAC at any time and from time to time, in GMAC's sole discretion.** The offers are not conditioned on approval of our applications to become a bank holding company under the BHC Act and to participate in the Capital Purchase Program. See "Description of the Offers—Conditions to the Offers."
Acceleration and Termination……	GMAC has the right to terminate or withdraw, in its sole discretion, the offers at anytime and for any reason, including if the conditions to the exchange offers are not met by the expiration date. GMAC reserves the right, subject to applicable law, (i) to waive any and all of the conditions of the offers on or prior to the expiration date and (ii) to amend the terms of the offers. In the event that the offers are terminated, withdrawn or otherwise not consummated on or prior to the expiration date, no consideration will be paid or become payable to holders who have properly tendered their old notes pursuant to the offers. In any such event, the old notes previously tendered pursuant to the offers will be promptly returned to the tendering holders. See "Description of the Offers—Expiration Date; Early Delivery Time; Withdrawal Deadline."
Procedures for Tendering.....	See "Description of the Offers—Procedures for Tendering Old Notes." For further information, contact the Information Agent or one of the Dealer Managers or consult your broker, dealer, commercial bank, trust company or other nominee for assistance.
Consequences of Failure to Tender	For a description of the consequences of failing to tender your old notes, see "Risk Factors—Risks to Holders of Non-Tendered Old Notes."
Taxation.....	For a summary of the material U.S. federal income tax consequences, Dutch tax consequences and Canadian tax consequences of the offers, see "Certain U.S. Federal Income Tax Consequences," "Certain Dutch Tax Consequences," and "Certain Canadian Tax Consequences," respectively.
Dealer Managers.....	Banc of America Securities LLC, Citigroup Global Markets Inc., Goldman, Sachs & Co. and J.P. Morgan Securities Inc. are the Dealer Managers for the offers. With respect to jurisdictions located outside the United States, the offers may be conducted through affiliates of the Dealer Managers that are registered and/or licensed to conduct the offers in such jurisdictions. Their addresses and telephone numbers

	are listed on the back cover page of this offering memorandum.
Exchange Agent and Information Agent	Global Bondholder Services Corporation is the Exchange Agent and the Information Agent for the offers. Its address and telephone numbers are listed on the back cover page of this offering memorandum.
Luxembourg Tender Agent	Deutsche Bank Luxembourg S.A. is the Luxembourg Tender Agent for the old notes listed on the Luxembourg Stock Exchange. Its address and email address are listed on the back cover page of this offering memorandum.

Summary of New Securities

For a description of certain considerations that should be taken into account in connection with the offers and in connection with an investment in the new securities, see "Risk Factors" beginning on page 31.

Unless otherwise indicated or the context otherwise requires, in this section, the terms "GMAC," "the Company," "we," "us" and "our" refer to GMAC LLC and not to any of its direct or indirect subsidiaries or affiliates, except as otherwise indicated.

Summary of New Guaranteed Notes

Issuer	GMAC LLC.
Notes Offered	Several series of Senior Guaranteed Notes.
Maturity Date	Each series will have the same maturity date as the applicable series of old notes tendered therefor.
Interest	Interest on each series of new guaranteed notes will accrue from the date of issue at a rate equal to the rate of interest on the applicable series of old notes tendered therefor and will be payable in cash in arrears on each interest payment date of the applicable series of old notes tendered therefor.
Denomination	U.S. dollars. All new guaranteed notes will be denominated in U.S. dollars and all payments thereon will be paid in U.S. dollars.
Ranking	The new guaranteed notes will constitute senior unsecured indebtedness of GMAC. The new guaranteed notes will: • rank equally in right of payment with all of GMAC's existing and future senior indebtedness; • rank senior in right of payment to all of GMAC's existing and future subordinated indebtedness; • be effectively subordinated to GMAC's existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness; and • be structurally subordinated to all of the existing and future indebtedness and other liabilities of GMAC's subsidiaries (other than the note guarantors) to the extent of the value of the assets of such subsidiaries. As of September 30, 2008, GMAC on a consolidated basis had approximately $160.6 billion of total debt outstanding, consisting of $72.6 billion and $88.0 billion of unsecured and secured debt, respectively. As of September 30, 2008, GMAC LLC on a stand alone basis had approximately $54.2 billion of total debt outstanding, all of which was unsecured.

Guarantee..... The note guarantees will constitute senior unsecured indebtedness of each note guarantor and will:

- rank equally in right of payment with all existing and future senior indebtedness of such note guarantor;
- rank senior in right of payment to all existing and future subordinated indebtedness of such note guarantor;
- be effectively subordinated to the note guarantors' existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness; and
- be structurally subordinated to all of the existing and future indebtedness and other liabilities of such note guarantor's subsidiaries to the extent of the value of the assets of such subsidiaries.

The obligations of a note guarantor under its note guarantee will be limited to the maximum amount as will result in the obligations of such note guarantor under the note guarantee not to be deemed to constitute a fraudulent conveyance or fraudulent transfer under applicable law.

For the avoidance of doubt, the obligations of IB Finance in respect of its note guarantee will rank senior to the preferred equity of IB Finance.

Optional Redemption..... Each series of new guaranteed notes will have the same redemption provisions as the applicable series of old notes being exchanged therefor. Certain of the old notes are redeemable by the issuer prior to maturity upon the occurrence of certain tax events, and one series of old notes is redeemable by the issuer at any time at par.

Certain Covenants..... The indenture contains covenants that, among other things,

- limit GMAC's ability to:
  - grant liens on its assets; and
  - merge or consolidate, or to transfer or dispose of all or substantially all of its assets; and
- require GMAC to provide certain periodic and interim reports to the holders of the new guaranteed notes; and

GMAC will also be required to use the net cash proceeds of any sale, disposal or transfer of the equity interests of any note guarantor held by GMAC in a transaction following which GMAC ceases to own a majority of the equity interests of such note guarantor to make an investment in one or more note guarantors, including any subsidiary of GMAC that becomes a note guarantor as described in "Description of Notes—Certain Covenants—Limitation on Sale of Equity Interests in Note Guarantors."

	The agreement governing the note guarantees will contain a covenant that limits the ability of the note guarantors to merge, consolidate or transfer or dispose of all or substantially all of their assets.
Transfer Restrictions.....	The new guaranteed notes have not been registered under the Securities Act and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. We do not intend to list the new guaranteed notes on any securities exchange. For a description of restrictions on the resale or transfer of the new guaranteed notes, see "Offer and Transfer Restrictions."
Events of Default	The indenture relating to the new guaranteed notes includes events of default arising from default in the payment or principal of (or premium if any on) any of the new guaranteed notes; default in the payment of any installment of interest upon any of the new guaranteed notes as and when the same shall become due and payable and continuance of such default for a period of 30 days; failure by GMAC duly to observe or perform any other of its covenants or agreements in the new guaranteed notes or such indenture for a period of 30 days after notice from the notes trustee or the holders of at least 25% in aggregate principal amount of securities outstanding under such indenture; and certain insolvency or bankruptcy events.
Exchange Offer; Registration Rights	Pursuant to a registration rights agreement to be executed as part of this offering, we have agreed to use commercially reasonable efforts to consummate an offer to exchange each series of the new guaranteed notes for new issues of our debt securities registered under the Securities Act, with terms substantially identical to those of the new guaranteed notes (except for the provisions relating to transfer restrictions and payment of additional interest) no later than 366 days after the date of the initial issuance of the new guaranteed notes. However, the registration rights agreement will provide that we are not required to consummate the exchange offer if, before the required date for consummation of the exchange offer, (i) the new guaranteed notes are freely tradable, (ii) the restrictive legends on the new guaranteed notes have been removed and (iii) the new guaranteed notes do not bear a restricted CUSIP number. See "Exchange Offer; Registration Rights." If we fail to satisfy our registration obligations under the registration rights agreement, including, if required, our obligation to have an effective shelf registration statement for the new guaranteed notes, we will be required to pay additional interest to the holders of the new guaranteed notes under certain circumstances. See "Exchange Offer; Registration Rights." See "Exchange Offer; Registration Rights For the New Notes."
Use of Proceeds	We will not receive any proceeds from the offers.
Governing Law	The indenture for the new guaranteed notes is governed by New York law.

Summary of New Subordinated Notes

Issuer	GMAC LLC.
Notes Offered	8.00% Subordinated Notes due 2018, to be issued as part of a single series with the subordinated notes issued in the ResCap Offering pursuant to a new subordinated indenture to be entered into on the closing date.
Maturity Date	December 31, 2018.
Interest.....	Interest on the new subordinated notes will accrue from the date of issue at a rate of 8.00% per year, payable semi-annually in cash in arrears on June 30 and December 31 of each year, beginning on June 30, 2009.
Ranking	The new subordinated notes will constitute subordinated unsecured indebtedness of GMAC. The new subordinated notes will: • rank equally in right of payment with certain of GMAC's existing and future subordinated indebtedness, including all other debt securities issued pursuant to the indenture under which the new subordinated notes will be issued. Because the subordination provisions in various series of subordinated debt securities that GMAC may issue in the future may differ, the holders of the new subordinated notes may receive less, ratably, than holders of some of our other series of subordinated debt securities; • be subordinated in right of payment to GMAC's existing and future senior indebtedness; • rank senior in right of payment to all of GMAC's future indebtedness that is, by its terms, expressly subordinated in right of payment to the new subordinated notes; • be effectively subordinated to GMAC's existing and future secured indebtedness to the extent of the value of the assets securing such indebtedness; and • be structurally subordinated to all of the existing and future indebtedness and other liabilities of GMAC's subsidiaries to the extent of the value of the assets of such subsidiaries. As of September 30, 2008, GMAC on a consolidated basis had approximately $160.6 billion of total debt outstanding, consisting of $72.6 billion and $88.0 billion of unsecured and secured debt, respectively. As of September 30, 2008, GMAC LLC on a stand alone basis had approximately $54.2 billion of total debt outstanding, all of which was unsecured.
Optional Redemption	The new subordinated notes will not be redeemable at any time prior

to maturity.

Certain Covenants..... The indenture contains covenants that, among other things,

- limit GMAC's ability to merge or consolidate, or to transfer or dispose of all or substantially all of its assets, and
- require GMAC to provide certain periodic and interim reports to the holders of the new subordinated notes.

Events of Default; Acceleration..... Payment of principal of the new subordinated notes may be accelerated only upon the occurrence of certain events involving GMAC's bankruptcy, insolvency or reorganization (but not the bankruptcy, insolvency or reorganization of any of its subsidiaries), as more fully described under "Description of New Subordinated Notes—Events of Default." There will be no right of acceleration of the payment of principal of the new subordinated notes upon any other default, including any default in the payment of principal or interest on the new subordinated notes or in the performance of any of GMAC's covenants or agreements contained in the new subordinated notes or in the indenture governing the new subordinated notes; however, the Trustee may demand payment of amounts then due and payable on the affected new subordinated notes and, in its discretion, proceed to enforce any obligations of GMAC under the new subordinated notes.

Exchange Offer; Registration Rights..... Pursuant to a registration rights agreement to be executed as part of this offering, we have agreed to use commercially reasonable efforts to consummate an offer to exchange the new subordinated notes for a new issue of our debt securities registered under the Securities Act, with terms substantially identical to those of the new subordinated notes (except for the provisions relating to transfer restrictions and payment of additional interest) no later than 366 days after the date of the initial issuance of the new subordinated notes. However, the registration rights agreement will provide that we are not required to consummate the exchange offer if, before the required date for consummation of the exchange offer, (i) the new subordinated notes are freely tradable, (ii) the restrictive legends on the new subordinated notes have been removed and (iii) the new subordinated notes do not bear a restricted CUSIP number. See "Exchange Offer; Registration Rights." If we fail to satisfy our registration obligations under the registration rights agreement, including, if required, our obligation to have an effective shelf registration statement for the new subordinated notes, we will be required to pay additional interest to the holders of the new subordinated notes under certain circumstances. See "Exchange Offer; Registration Rights For the New Notes."

Transfer Restrictions..... The new subordinated notes have not been registered under the Securities Act and may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act. We do not intend to list the new subordinated notes on any securities exchange. For a description of restrictions on the resale or transfer of the new subordinated notes,

	see "Offer and Transfer Restrictions."
Governing Law	The indenture for the new subordinated notes will be governed by New York law.
Use of Proceeds	We will not receive any proceeds from the offers.

Summary of New Preferred Stock

As used in this section (i) the terms the "Company," "us," "we" or "our" refer to Blocker Sub, a newly formed special purpose Delaware subsidiary of GMAC LLC and (ii) the term GMAC refers to GMAC LLC and not to any of its subsidiaries.

Issuer	Preferred Blocker Inc. ("Blocker Sub")
New Preferred Stock Offered	5% Perpetual Preferred Stock
Blocker Sub Assets	Blocker Sub has no material assets or liabilities other than the GMAC Preferred Membership Interests (as defined under "Description of New Preferred Stock") that will be issued to Blocker Sub in connection with the closing of the offers.
Ranking	The new preferred stock, with respect to distributions or rights upon Blocker Sub's liquidation, winding-up or dissolution (other than pursuant to a GMAC Conversion (as defined under "Description of New Preferred Stock"), will rank: • senior to all of the other capital stock of Blocker Sub (other than Parity Stock (defined below)); and • on parity with (x) following any GMAC Conversion in which Blocker Sub is combined with GMAC (whether by merger, reorganization or otherwise), GMAC's outstanding preferred stock and (y) any Treasury Preferred (as defined under "Description of New Preferred Stock")(collectively, "Parity Stock").
Dividend Rate and Payment Dates...	Holders of the new preferred stock will be entitled to receive from Blocker Sub, when as and if declared by Blocker Sub's board of directors out of funds legally available for payment cash dividends at the rate per annum of 5% on the liquidation preference of the new preferred stock. Distributions on the new preferred stock by Blocker Sub will be payable quarterly on February 15, May 15, August 15 and November 15 of each year at such annual rate, and shall accrue from the most recent date as to which dividends shall have been paid or, if no dividends have been paid, from the date of issue of the new preferred stock, whether or not in any dividend period or periods there have been funds legally available for the payment of such dividends. Dividends not declared by Blocker Sub's board of directors will continue to accumulate but without additional distributions thereon. So long as any new preferred stock remains outstanding, prior to a GMAC Conversion the Company will not declare or pay any dividend on, make any distribution of assets on, or redeem, purchase or otherwise acquire any of its capital stock other than (i) the new preferred stock and (ii) to the extent permitted by the following paragraph, any Treasury Preferred; provided that if, as of any fiscal year end, the amount of cash then held by the Company as a result of non-liquidating distributions on the GMAC Preferred Membership Interests and payments under the Limited Keep-Well (as defined

below) exceeds the sum of (x) the dividends declared and payable on the new preferred stock and, if applicable, any Treasury Preferred for such fiscal year, (y) any accrued but undeclared dividends through the most recent Dividend Payment Date and (z) any expenses incurred but not yet paid by the Company, including but not limited to for taxes, corporate overhead expenses, franchise fees and similar expenses ("Expenses") , then the Company may distribute such excess cash to the holders of the Company's common stock.

Notwithstanding the foregoing, while accrued dividends on the new preferred stock through the most recently ended dividend period have not been paid in full, the Certificate of Designations will provide that the Company may pay dividends on the new preferred stock and any Treasury Preferred so long as all dividends declared on the new preferred stock and any Treasury Preferred shall be paid either (i) pro rata so that the amount of dividends so declared on the new preferred stock and the Treasury Preferred shall in all cases bear to each other the same ratio as accrued dividends on the shares of the new preferred stock and such Treasury Preferred bear to each other or (ii) on another basis that is at least as favorable to the holders of the new preferred stock entitled to receive such dividends.

GMAC's amended and restated operating agreement will also, subject to exceptions, limit GMAC's ability to make certain distributions on its membership interests (other than the GMAC Preferred Membership Interests) at any time when accrued dividends on the new preferred stock through the most recently ended dividend period have not been paid in full.

The Company will only be able to pay dividends out of proceeds from distributions on its GMAC Preferred Membership Interests, when, as and if declared by GMAC's board of managers out of funds legally available for payment of cash distributions. GMAC's ability to declare distributions on the GMAC Preferred Membership Interests, and the Company's ability to declare and pay cash dividends and make other distributions with respect to the new preferred stock, is limited by law and applicable regulatory requirements and may be further limited by the terms of GMAC's outstanding indebtedness. See "Risk Factors—Risks Related to the New Preferred Stock—Blocker Sub may not be able to pay cash dividends on the preferred stock".

Liquidation Preference ..... In the event of any liquidation or dissolution of Blocker Sub (other than in connection with a GMAC Conversion), the holders of new preferred stock and any Treasury Preferred will be entitled to receive in respect of the new preferred stock and the Treasury Preferred and to be paid out of Blocker Sub's assets available for distribution to its shareholders, before any payment or distribution is made to holders of any other capital stock of Blocker Sub, a liquidation preference in the amount of (i) in the case of the new preferred stock, $1,000 per share of new preferred stock, plus accrued and unpaid dividends on the new preferred stock to the date fixed for liquidation, winding-up or dissolution and (ii) in the case of any Treasury Preferred, the liquidation preference thereof, plus accrued and unpaid dividends on the Treasury Preferred to the date fixed for liquidation, winding up or dissolution. In the event that the amount available for distribution to

the holders of new preferred stock and the holders of the Treasury Preferred is less than the amount necessary to pay all amounts required pursuant to the foregoing sentence, such distribution shall be made on a pro rata basis in proportion to the amounts due such holders. After payment of the full amount of the liquidation preference and accrued and unpaid dividends to which they are entitled, the holders of new preferred stock will have no right or claim to any of Blocker Sub's remaining assets. A consolidation or merger of Blocker Sub shall not be deemed to be a liquidation or dissolution of Blocker Sub.

Conversion Rights ..... The new preferred stock is not convertible into or exchangeable for any other series of capital stock or securities of, or any other interests except in connection with a GMAC Conversion.

Optional Redemption ..... On or after the third anniversary of the date of issue, at Blocker Sub's option and subject to Blocker Sub having obtained any required regulatory approvals, Blocker Sub may, subject to the following paragraph, redeem the new preferred stock, in whole or in part, at any time or from time to time, at a redemption price equal to the liquidation value per share ($1,000 per share), plus the amount of any accrued and unpaid dividends thereon through the date of redemption. If notice of redemption of the new preferred stock has been given and if the funds necessary for such redemption have been irrevocably deposited with the paying agent identified in such notice, then from and after the date such deposit has been made, the new preferred stock will no longer be deemed outstanding and all rights of the holders of such shares will terminate, except the right to receive the redemption price, without interest.

Unless all accrued and unpaid dividends on the new preferred stock through the most recently completed dividend period have been or contemporaneously are declared and paid or full dividends have been declared and a sum sufficient for the payment thereof has been set apart for payment, no new preferred stock will be redeemed unless all outstanding new preferred stock is redeemed.

Voting Rights ..... The holders of the new preferred stock will have no voting rights except (i) as set forth below, (ii) as required by Delaware law or (iii) as Blocker Sub's board of directors may grant holders of the new preferred stock from time to time.

The affirmative vote or consent of holders of at least a majority of the outstanding shares of new preferred stock, voting in person or by proxy, at a special meeting called for such purpose, or by written consent in lieu of such meeting, will be required to alter, repeal or amend, whether by merger, consolidation, combination, reclassification or otherwise, any provisions of Blocker Sub's certificate of incorporation (including the Certificate of Designations for the new preferred stock) or by-laws or amend the provisions of the Limited Keep-Well if the amendment would adversely affect the holders of new preferred stock (it being understood that no vote or consent of the holders of new preferred stock will be required in connection with a GMAC Conversion).

Covenants.....	Prior to a GMAC Conversion (defined below), the Certificate of Designations will provide that, so long as any new preferred stock is outstanding, Blocker Sub will not (i) engage in any business activities or hold any assets or incur any liabilities other than in connection with the GMAC Conversion, issuing the new preferred stock, holding the GMAC Preferred Membership Interests and activities, assets and liabilities reasonably incidental to the foregoing or (ii) dispose of any GMAC Preferred Membership Interests, except in connection with a substantially concurrent redemption or exchange (including by way of merger) of a corresponding number of shares of new preferred stock; provided, however, that Blocker Sub may (A) issue to the U.S. Treasury pursuant to the Capital Purchase Program perpetual preferred stock ("Treasury Preferred") ranking on parity with the new preferred stock with respect to dividends and rights upon liquidation and/or warrants (so long as preferred membership interests of GMAC ranking on parity with the GMAC Preferred Membership Interests in a reference amount at least equal to the aggregate liquidation preference of Treasury Preferred are issued to Blocker Sub in connection therewith to support the payment of dividends and other distributions on the Treasury Preferred) (See "Description of new preferred stock to be Issued Pursuant to Capital Purchase Program") and issue common stock upon the exercise of such warrants, (B) issue common stock in connection with an initial public offering or otherwise, (C) own any direct or indirect membership interest, stock or other ownership interest in GMAC (or any successor thereto) or businesses or assets of GMAC (or any successor thereto) and (D) engage in activities and hold assets and incur or be subject to liabilities reasonably incidental to the foregoing.
Registration Rights.....	Pursuant to a registration rights agreement to be executed as part of this offering, if the GMAC Conversion has taken place and the new preferred stock is not freely tradable without restrictive legends by 366 days following the GMAC Conversion (the "registration date"), we will, subject to certain conditions, at our own cost file a shelf registration statement covering resales of the new preferred stock within 90 days after the registration date. If we fail to satisfy our registration obligations under the registration rights agreement, the dividend rate on the new preferred stock will be increased under certain circumstances.
Transfer Restrictions.....	The new preferred stock has not been, and will not be, registered under the Securities Act or any other applicable securities laws and may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account of any U.S. person, except (i) in the United States, to persons who are both "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act and "qualified purchasers" and (ii) outside the United States, to persons who are not "U.S. persons," as that term is defined in Rule 902 under the Securities Act and who are "non-U.S. qualified offerees" and "qualified purchasers". See "Offer and Transfer Restrictions". Notwithstanding the foregoing, the requirement that the new preferred stock may only be transferred to "qualified purchasers" will not apply at any time following a GMAC Conversion.

"Keep-Well" Agreement	GMAC will enter into a limited "keep-well" agreement (the "Limited Keep-Well") with Blocker Sub on the date of issue pursuant to which GMAC will agree that, prior to a GMAC Conversion and so long as any new preferred stock is outstanding, GMAC will provide funds to Blocker Sub necessary to pay all Expenses and unpaid dividends on the new preferred stock and any Treasury Preferred in the event that dividend payments on the LLC Preferred Membership Interest are insufficient to pay in full such Expenses and declared and unpaid dividends on the new preferred stock and any Treasury Preferred.
Form	The new preferred stock will be issued and maintained in book-entry form registered in the name of the nominee of The Depository Trust Company.
Transfer Agent.....	Prior to the completion of the offer, GMAC will appoint a transfer agent with respect to the new preferred stock.

RISK FACTORS

Your decision whether to participate in the offers, and to acquire new securities, will involve risk. You should be aware of, and carefully consider, the following risk factors, along with all of the other information provided or referred to in this offering memorandum and the documents incorporated by reference herein, before deciding whether to participate in the offers.

RISKS TO HOLDERS OF NON-TENDERED OLD NOTES

The following risks specifically apply to the extent a holder of old notes elects not to participate in the offers. There are additional risks attendant to being an investor in our debt securities and the new preferred stock that you should review, whether or not you elect to tender your old notes. These risks are described in "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2007 and Part II, Item 1A of our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2008, June 30, 2008 and September 30, 2008, each of which is incorporated by reference herein.

The old notes will be structurally subordinated to the new guaranteed notes and will rank equally in right of payment with all of GMAC's existing and future unsubordinated indebtedness, including the Senior Notes due 2013 being offered in the concurrent ResCap Offering.

The new guaranteed notes are supported by a guarantee from each of the subsidiaries described under "Summary—Our Business—The Guarantors," giving the holders of new guaranteed notes a direct debt claim against such subsidiaries. The old notes do not have the support of any such subsidiary guarantees. As a result, the new guaranteed notes will be structurally senior to the indebtedness represented by the old notes to the extent of the value of the assets of those subsidiaries that guarantee the new guaranteed notes. The old notes will rank equally in right of payment with all other existing and future unsubordinated indebtedness that GMAC may issue that do not have the benefit of subsidiary guarantees, including the Senior Notes due 2013 being offered in the concurrent ResCap Offering.

If prior to the repayment of the pre-2031 old notes, we have become subject to a bankruptcy or similar proceeding, non-tendering holders of pre-2031 old notes may not be paid in full, whereas holders of new guaranteed notes may receive additional payments under the note guarantees.

If you are a holder of pre-2031 old notes, you are being offered new guaranteed notes with the same interest rate, ranking, maturity and redemption rights as the respective series of old notes exchanged in the offers, but the new guaranteed notes will be guaranteed by the note guarantors. It is possible that prior to the repayment of the pre-2031 old notes, we may become subject to a bankruptcy or similar proceeding. If so, non-tendering holders of old notes may not be paid in full whereas holders of new guaranteed notes may receive payments, which non-tendering holders of old notes would not receive, under the note guarantees. If you are a holder of pre-2031 old notes who does not tender such pre-2031 old notes and we become subject to a bankruptcy or similar proceeding prior to the repayment of such old notes, you may recover less than you would have had you tendered such old notes for new guaranteed notes.

If you are a holder of 2031 old notes and you do not tender your 2031 old notes and the offers are consummated, you may ultimately find that we are able to repay the new notes but are unable to repay or refinance such non-tendered 2031 old notes.

If you are a holder of 2031 old notes, you are being offered new notes with an earlier maturity than the old notes that you presently own. Following the repayment of the new guaranteed notes and the new subordinated notes, but prior to the repayment of the 2031 old notes, we may become subject to a bankruptcy or similar proceeding. If so, non-tendering holders of old notes may not be paid in full. If you are a holder of 2031 old notes who does not tender such 2031 old notes and we become subject to a bankruptcy or similar proceeding prior to the repayment of such 2031 old notes, you may recover less than you would have had you tendered such old notes for new notes.

There will be less liquidity in the market for non-tendered old notes, and the market prices for non-tendered old notes may therefore decline.

If the offers are consummated, the aggregate principal amount of outstanding old notes will be reduced, perhaps substantially, which would likely adversely affect the liquidity of non-tendered old notes. An issue of securities with a small outstanding principal amount available for trading, or float, generally commands a lower price than does a comparable issue of securities with a greater float. Therefore, the market price for old notes that are not validly tendered in the offers may be adversely affected. The reduced float also may tend to make the trading prices of old notes that are not exchanged more volatile. The market prices for non-tendered old notes maturing in 2012 and beyond may also be negatively affected by the increase in the aggregate principal amount of indebtedness maturing prior to the maturity date of such old notes.

We cannot assure non-tendering holders of old notes that, if we consummate the offers, existing ratings for the old notes will be maintained.

We cannot assure you that, as a result of the offers, the rating agencies, including Standard & Poor's Ratings Service, Moody's Investors Service and Fitch Ratings, will not downgrade or negatively comment upon the ratings for non-tendered old notes. If this were to occur, the market price for old notes that are not validly tendered in the offers may be adversely affected.

RISKS TO HOLDERS OF NEW SECURITIES ISSUED IN THE OFFERS

The following risks specifically apply only to holders of new securities issued in the offers and should be considered, along with the other risk factors, by eligible holders. There are additional risks attendant to being an investor in our securities that you should review, whether or not you elect to tender your old notes. These risks are described in "Risk Factors" in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 31, 2007 and Part II, Item 1A of our Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2008, June 30, 2008 and September 30, 2008, each of which is incorporated by reference herein.

Risks Relating to the New Securities

The new securities exchange ratios for the offers do not reflect any independent valuation of the old notes or the new securities.

We have not obtained or requested, and do not intend to obtain or request, a fairness opinion from any banking or other firm as to the fairness of the new securities exchange ratios or the relative values of old notes and new securities. If you tender your old notes, you may or may not receive more than or as much value as if you choose to keep them and there will be a reduction in the aggregate principal amount of debt owed to you and, in the event of a bankruptcy or liquidation proceeding, you may have a smaller claim than if you had retained your old notes.

The new guaranteed notes will be effectively subordinated to our and the note guarantors' existing and future secured indebtedness and structurally subordinated to the existing and future liabilities of our subsidiaries which are not note guarantors.

The new guaranteed notes are not secured by any of our assets. As a result, our and the note guarantors' existing and future secured indebtedness will rank effectively senior to the indebtedness represented by the new guaranteed notes and the note guarantees, to the extent of the value of the assets securing such indebtedness. In the event of any distribution or payment of our or the note guarantors' assets in any foreclosure, dissolution, winding-up, liquidation or reorganization, or other bankruptcy proceeding, our or the note guarantors' secured creditors will have a superior claim to their collateral, as applicable. If any of the foregoing occurs, we cannot assure you that there will be sufficient assets to pay amounts due on the new guaranteed notes. The existing and future liabilities of our subsidiaries, excluding those subsidiaries that do guarantee the new guaranteed notes, will be structurally senior to the indebtedness represented by the new guaranteed notes to the extent of the value of the assets of such subsidiaries.

The new subordinated notes will be subordinated to our existing and future senior indebtedness, including the new guaranteed notes.

Our existing and future indebtedness will rank senior to the indebtedness represented by the new subordinated notes, with certain limited exceptions, unless such existing or future indebtedness provides that it is not superior in right of payment to, or ranks equal with, the new subordinated notes. In the event of any distribution or payment of our assets in any foreclosure, dissolution, winding-up, liquidation or reorganization, or other bankruptcy proceeding, holders of our senior indebtedness will be entitled to be paid in full before any payment may be made with respect to the new subordinated notes. If any of the foregoing occurs, we cannot assure you that there will be sufficient assets to pay amounts due on the new subordinated notes.

The new subordinated notes are subject to limited rights of acceleration.

Payment of principal on the new subordinated notes may be accelerated only in the case of certain events of bankruptcy, insolvency or reorganization of GMAC. Thus, you have no right to accelerate the payment of principal on the new subordinated notes solely as a result of the failure to pay interest on the new subordinated notes or to perform any of the other obligations under the new subordinated notes or the indenture governing such new subordinated notes; however, in the event that GMAC fails to pay interest on the new subordinated notes or to perform any of the other obligations under the new subordinated notes or the indenture governing such new subordinated notes, the Trustee for the new subordinated notes may demand payment of amounts then due and payable on the affected new subordinated notes and, in its discretion, proceed to enforce any obligations of GMAC under the new subordinated notes.

Your ability to transfer new securities will be subject to securities law restrictions and, therefore, you may only offer or sell new securities in accordance with the transfer restrictions set forth under the heading "Offer and Transfer Restrictions."

New securities issued in the offers will not be registered under the Securities Act or any state securities laws. As a result, new securities may not be offered, sold or otherwise transferred except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state securities laws, or pursuant to an effective registration statement. Recipients of new notes will be able to offer or sell new notes only in accordance with the transfer restrictions set forth under the heading "Offer and Transfer Restrictions." Upon consummation of the offers, we will enter into registration rights agreements that will obligate us to, under certain circumstances, use commercially reasonable efforts to file a shelf registration statement with the SEC with respect to resales of the new securities or use commercially reasonable efforts to complete a registered exchange offer of an identical series of new notes for the new notes initially issued in the offers. We cannot assure you that such a registration will be completed. See "Exchange Offer; Registration Rights For the New Notes" and "Registration Rights For the New Preferred Stock." Recipients of new preferred stock, as long as the new preferred stock are equity interests of Blocker Sub (but not of GMAC), will never be able to offer or sell the new preferred stock except to "qualified purchasers," as set forth in "Offer and Transfer Restrictions."

The new securities are new issues of securities, and the trading market for such new securities may be limited.

The new securities will be securities for which there currently is no, and upon issuance there will not be any, established trading market. We do not intend to apply for listing of the new securities on any securities exchange or for quotation in any automated dealer quotation system. Unless the new securities become freely tradable under the Securities Act and the restrictive legend has been removed, trading of new securities will be further limited by securities law restrictions on transfer. We expect the new securities to be eligible for trading in the PORTAL market, but we cannot assure you that any liquid market will develop for the new securities. In addition, although the Dealer Managers have informed us that they currently intend to make markets in the new securities, they are not obligated to do so and may discontinue such market-making at any time without notice, in their sole discretion. If any of the new securities are traded after their initial issuance, they are likely to trade at a discount from their initial issue price or principal amount, depending upon many factors, including prevailing interest rates, the market for similar securities and other factors, including general economic conditions and our financial condition, performance and prospects. Any decline in trading prices, regardless of the cause, may adversely affect the liquidity and trading markets for the new securities.

The offers may not be consummated.

We are not obligated to complete any of the offers unless and until we satisfy or waive (to the extent permitted) the conditions to each of the offers. If we are not able to satisfy (or waive, to the extent permitted) the conditions to the offers, we will not be obligated to accept any old notes tendered in the offers. Each of the offers is conditioned upon, among other things, completion of the ResCap Offering and a sufficient amount of old notes having been purchased and/or exchanged pursuant to the offers such that, in our judgment, we have obtained a sufficient amount of capital in connection with the offers, whether or not such amount of capital would be sufficient to satisfy the requirements of the BHC Act or any other applicable regulations and certain other conditions set forth under "Description of the Offers—Conditions to the Offers." These conditions are for our benefit and may be asserted by us or may be waived by us at any time and from time to time, in our sole discretion. See "Description of the Offers—Conditions to the Offers." In addition, we have the right to terminate or withdraw any of the offers at any time and for any reason, including, without limitation, if any of the foregoing conditions or the other conditions described under "Description of the Offers—Conditions to the Offers" are not satisfied.

A court could deem the issuance of the new securities or the payment of the cash consideration to be a fraudulent conveyance and void all or a portion of the obligations represented by the new securities or require the holders to return the cash consideration.

In a bankruptcy proceeding, a trustee, debtor in possession, or someone else acting on behalf of the bankruptcy estate may seek to recover transfers made or void obligations incurred prior to the bankruptcy proceeding on the basis that such transfers and obligations constituted fraudulent conveyances. Fraudulent conveyances are generally defined to include transfers made or obligations incurred for less than reasonably equivalent value or fair consideration when the debtor was insolvent, inadequately capitalized or in similar financial distress or that rendered the debtor insolvent, inadequately capitalized or unable to pay its debts as they become due, or transfers made or obligations incurred with the intent of hindering, delaying or defrauding current or future creditors. A trustee or such other parties may recover such transfers and avoid such obligations made within two years prior to the commencement of a bankruptcy proceeding. Furthermore, under certain circumstances, creditors may generally recover transfers or void obligations outside of bankruptcy under applicable fraudulent transfer laws, within the applicable limitation period, which are typically longer than two years. In bankruptcy, a representative of the estate may also assert such claims. If a court were to find that GMAC issued the new securities or paid the cash consideration under circumstances constituting a fraudulent conveyance, the court could void all or a portion of the obligations under the new securities or require holders to return any cash received in the offers. In addition, under such circumstances, the value of any consideration holders received with respect to the new securities could also be subject to recovery from such holders and possibly from subsequent transferees, or holders might be returned to the same position they held as holders of the old notes.

Therefore, a new security could be voided, or claims in respect of a new security could be subordinated to all other debts of GMAC and holders who receive cash consideration could be required to return it if GMAC at the time it incurred the indebtedness evidenced by the new securities received less than reasonably equivalent value or fair consideration for the issuance of the new securities and the payment of the cash consideration, and:

- was insolvent or rendered insolvent by reason of such issuance or incurrence;
- was engaged in a business or transaction for which GMAC's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

The measures of insolvency for purposes of these fraudulent transfer laws will vary depending upon the law applied in any proceeding to determine whether a fraudulent transfer has occurred. Generally, however, a debtor would be considered insolvent if:

- the sum of its debts, including contingent liabilities, was greater than all of its assets at fair valuation;

- the present fair saleable value of its assets was less than the amount that would be required to pay its probable liability on its existing debts, including contingent liabilities, as they become absolute and mature; or

- it could not pay its debts as they become due.

We cannot assure you as to what standard a court would apply in determining whether GMAC would be considered to be insolvent. If a court determined that GMAC was insolvent after giving effect to the issuance of the new securities, it could void the new securities and require you to return any payments received from GMAC, or potentially impose other forms of damages.

In the event that a bankruptcy court orders the substantive consolidation of GMAC with any of the note guarantors, payments on the new guaranteed notes could be delayed or reduced.

We believe that GMAC and the note guarantors have observed and will observe certain corporate and other formalities and operating procedures that are generally recognized requirements for maintaining the separate existence of the note guarantors and that the assets and liabilities of the note guarantors can be readily identified as distinct from those of GMAC and its other subsidiaries. However, we cannot assure you that a bankruptcy court would agree in the event that GMAC or any of its subsidiaries becomes a debtor under the United States Bankruptcy Code. If a bankruptcy court so orders the substantive consolidation of the note guarantors with GMAC or any of its other subsidiaries, noteholders should expect payments on the new guaranteed notes to be delayed and/or reduced.

In the event that a bankruptcy court concludes that payments of cash or the issuance of new securities in the offers are voidable under state or federal laws relating to creditors' rights, tendering noteholders may be required to repay or restore, in whole or in part, such cash or new securities.

In the event that GMAC or any of its subsidiaries becomes a debtor under the United States Bankruptcy Code within 90 days after we consummate the offers (or, with respect to any insiders specified in bankruptcy law, within one year after consummation of the offers), and a bankruptcy court determines that we were insolvent at the time of the offers (under the preference laws, we would be presumed to have been insolvent on and during the 90 days immediately preceding the date of filing of any bankruptcy petition), the court could find that the delivery of the cash consideration or new securities involved a preferential transfer. If a bankruptcy court were to reach such a conclusion, it may require tendering noteholders to repay or restore, in whole or in part, such cash consideration or new securities.

Interest payments on our new notes may not be deductible for U.S. federal income tax purposes.

GMAC intends to take the position that the new notes are debt instruments for U.S. federal income tax purposes and that the interest payments made on such notes are deductible for U.S. federal income tax purposes. If the IRS successfully challenges this position, however, the federal income tax liability of GMAC's owners (while GMAC remains a partnership for income tax purposes) or GMAC (if GMAC becomes a corporation for income tax purposes) may increase, and any such additional tax liability would reduce the amount of cash available to pay interest and principal on the debt and distributions with respect to the new preferred stock.

If the new notes are treated as debt instruments, some of the deductions for the original issue discount that will accrue on such notes may be deferred, and some may be permanently disallowed, under the AHYDO rules of Section 163(e)(5) of the Internal Revenue Code of 1986. This would also reduce the amount of cash otherwise available to pay interest and principal on the debt and distributions with respect to the new preferred stock.

Risks Relating to the New Preferred Stock

The new preferred stock are equity securities and are subordinate to Blocker Sub's future indebtedness.

The new preferred stock are non-voting equity interests of Blocker Sub and do not constitute indebtedness. As a result, the new preferred stock will rank junior to all of Blocker Sub's indebtedness, if any, and to other non-equity claims on it, including claims in its liquidation. Blocker Sub's future indebtedness may restrict payment of dividends on the new preferred stock.

In addition, the GMAC preferred membership interests being issued to Blocker Sub in connection with the offers, are non-voting interests and do not constitute indebtedness. As a result, such membership interests will rank junior to all of our indebtedness and to other non-equity claims on it, including claims in its liquidation. Our future indebtedness may restrict payment of dividends on such membership interests.

Additionally, unlike indebtedness, where principal and interest customarily are payable on specified due dates, in the case of the new preferred stock, dividends are payable only if declared by our board of managers or a duly authorized committee of the board.

Blocker Sub may not be able to pay cash dividends or the liquidation preference on the new preferred stock.

Blocker Sub, the issuer of the new preferred stock, is a newly formed Delaware corporation with no material assets or liabilities other than the preferred membership interests of GMAC that will be issued to Blocker Sub in connection with the closing of the offers (the "GMAC Preferred Membership Interests"). Blocker Sub will only be able to pay dividends or other amounts due with respect to the new preferred stock, including any liquidation preference, out of proceeds from distributions on its GMAC Preferred Membership Interests, when, as and if declared by GMAC's board of managers out of funds legally available for payment of cash distributions. There can be no assurance that Blocker Sub will have sufficient assets to pay the liquidation preference of the new preferred stock at the time of liquidation. GMAC's ability to declare and pay distributions on the GMAC Preferred Membership Interests and Blocker Sub's ability to declare and pay cash dividends and make other distributions, including paying any liquidation preference, with respect to the new preferred stock, is limited by law and applicable regulatory requirements and may be further limited by the terms of GMAC's outstanding or future indebtedness. As a result, Blocker Sub may find that it is unable to pay cash dividends on the new preferred stock or any liquidation preference with respect thereto.

RISKS RELATING TO THE GUARANTEES

Our subsidiaries that are not note guarantors (including subsidiaries of the note guarantors) will not guarantee the new guaranteed notes and will not be restricted under the indenture for the new guaranteed notes. Your right to receive payments on the new guaranteed notes and the guarantees are effectively subordinated to the indebtedness of our non-guarantor subsidiaries.

Our subsidiaries that are not note guarantors will not guarantee the new guaranteed notes and will not be restricted under the indenture for the new guaranteed notes. Accordingly, in the event of a bankruptcy or insolvency, the claims of creditors of those non-guarantor subsidiaries would also rank effectively senior to the new guaranteed notes, to the extent of the assets of those subsidiaries. None of the non-guarantor subsidiaries, or any of their respective subsidiaries, has any obligation to pay any amounts due on the new guaranteed notes or to provide us with funds for our payment obligations, whether by dividends, distributions, loans or other payments. In the event of a bankruptcy, liquidation or reorganization of any of our non-guarantor subsidiaries, holders of their liabilities, including trade creditors, will generally be entitled to payment of their claims from the assets of those non-guarantor subsidiaries before any assets are made available for distribution to us. Also, none of the covenants described in "Description of the New Guaranteed Notes" will be applicable to the non-guarantor subsidiaries. As such, the new guaranteed notes and the indenture relating thereto will permit us to sell our interests in (through merger, consolidation or otherwise) the non-guarantor subsidiaries, or sell all or substantially all of the assets of any of the non-guarantor subsidiaries, in each case, without the consent of the holders of the new guaranteed notes.

Because each note guarantor's liability under the note guarantees may be reduced, avoided or released under certain circumstances, you may not receive any payments from some or all of the note guarantors.

The holders of the new guaranteed notes will have the benefit of the guarantees of the note guarantors. However, the guarantees by the note guarantors are limited to the maximum amount that the note guarantors are permitted to guarantee under applicable law. As a result, a note guarantor's liability under its guarantee could be reduced depending on the amount of other obligations of such note guarantor. Further, under the circumstances discussed below, a court under Federal or applicable fraudulent conveyance and transfer statutes could void the obligations under a guarantee or further subordinate it to all other obligations of the note guarantor. In addition, the holders of the new guaranteed notes will lose the benefit of a particular guarantee if it is released under certain circumstances described under "Description of New Guaranteed Notes—Note Guarantees."

The business and activities of the note guarantors will not be restricted by the terms of the indenture related to the new guaranteed notes, the guarantee agreement or the new guaranteed notes.

The terms of the new guaranteed notes and the indenture and the guarantee agreement relating thereto will not place any substantive restrictions on the business or activities of the note guarantors other than that if a note guarantor merges or consolidates with another person or sells all or substantially all of its assets to another person, that person will be required to assume such note guarantor's obligations under the guarantee agreement or such transaction will not be permitted. As a result, the new guaranteed notes, the guarantee agreement and the indenture relating thereto will permit the note guarantors to, among other things, transfer less than substantially all of their assets, pledge their assets or incur indebtedness or other obligations without the consent of the holders of the new guaranteed notes. To the extent that the note guarantors engage in any such transactions, the amount of assets of such note guarantors available to satisfy their obligations under the guarantees may be reduced or eliminated.

Although we will be required to use the proceeds of any sale, disposal or transfer of the equity interests of any note guarantor held by GMAC in a transaction following which GMAC ceases to own a majority of the equity interests of such note guarantor to reinvest in a note guarantor, upon such a sale, the note guarantee of such former subsidiary will be released and it will have no further obligation with respect to the new guaranteed notes.

A court could deem the note guarantees a fraudulent conveyance and void all or a portion of the obligations of the note guarantors.

If a court were to find that any of the note guarantors issued the note guarantees under circumstances constituting a fraudulent conveyance, the court could void all or a portion of the obligations under such note guarantee and, if payment had already been made under the relevant note guarantee, require that the recipient return the payment to the relevant note guarantor.

A note guarantee could be voided, or claims in respect of a note guarantee could be subordinated to all other debts of the applicable note guarantor if the note guarantor at the time it incurred the obligation evidenced by the note guarantee received less than reasonably equivalent value or fair consideration for the issuance of the note guarantee, and:

- was insolvent or rendered insolvent by reason of such issuance or incurrence;
- was engaged in a business or transaction for which such applicable note guarantor's remaining assets constituted unreasonably small capital; or
- intended to incur, or believed that it would incur, debts beyond its ability to pay those debts as they mature.

We cannot assure you as to what standard a court would apply in determining whether a note guarantor would be considered to be insolvent. If a court decided any note guarantee provided by any note guarantor was a fraudulent conveyance and voided such note guarantee, or held it unenforceable for any other reason, you would cease to have any claim in respect of such note guarantor providing such voided note guarantee and would be a creditor solely of GMAC LLC as issuer of the new guaranteed notes and the remaining note guarantors.

A court could deem the note guarantee of GMAC International Holdings a fraudulent conveyance or a violation of other laws and void all or a portion of the obligations of GMAC International Holdings under Dutch law.

To the extent that Dutch law applies, a guarantee granted by a legal entity may, under certain circumstances, be nullified by any of its creditors, if (i) the guarantee was granted without an obligation to do so (*onverplicht*), (ii) the creditor concerned was prejudiced as a consequence of the guarantee and (iii) at the time the guarantee was granted both the legal entity and, unless the guarantee was granted for no consideration (*om niet*), the beneficiary of the guarantee knew or should have known that one or more of the entities' creditors (existing or future) would be prejudiced. Also to the extent that Dutch insolvency law applies, a guarantee or security may be nullified by the receiver (*curator*) on behalf of and for the benefit of all creditors of the insolvent debtor.

In addition, if a Dutch company grants a guarantee and that guarantee is not in the company's corporate interest, the guarantee may be nullified by the Dutch company, its receiver and its administrator (*bewindvoerder*) and, as a consequence, not be valid, binding and enforceable against it. In determining whether the granting of such guarantee is in the interest of the relevant company, the Dutch courts would consider the text of the objects clause in the articles of association of the company and whether the company derives certain commercial benefits from the transaction in respect of which the guarantee was granted. In addition, if it is determined that there are no, or insufficient, commercial benefits from the transaction for the company that grants the guarantee, then such company (and any bankruptcy receiver) may contest the enforcement of the guarantee. It remains possible that even where strong financial and commercial interdependence exists, the transaction may be declared void if it appears that the granting of the guarantee cannot serve the realization of the relevant company's objects.

If Dutch law applies, a guarantee or security governed by Dutch law may be voided by a court, if the document was executed through undue influence (*misbruik van omstandigheden*), fraud (*bedrog*), duress (*bedreiging*) or mistake (*dwaling*) of a party to the agreement contained in that document.

In addition, a guarantee issued by a Dutch company may be suspended or avoided by the Enterprise Chamber of the Court of Appeal in Amsterdam (*Ondernemingskamer van het Gerechtshaf te Amsterdam*) on the motion of a trade union and of other entities entitled thereto in the articles of association (*statuten*) of the relevant Dutch company. Likewise, the guarantee or security itself may be upheld by the Enterprise Chamber, yet actual payment under it may be suspended or avoided.

RISKS RELATED TO OUR BECOMING A BANK HOLDING COMPANY

Our business, financial condition and results of operations could be adversely affected by new regulations to which we are and will become subject as a result of becoming a bank holding company, by new regulations or by changes in other regulations or the application thereof.

On November 14, 2008, we filed an application with the Board of Governors of the Federal Reserve System (the "Federal Reserve") to become a bank holding company. The application is currently pending with the Federal Reserve and may or may not ultimately be approved. If our application is approved, we expect to be able to continue to engage in most of the activities in which we currently engage. However, it is possible that certain of our existing activities will not be deemed to be permissible under applicable regulations if our application is successful. For example, GM is currently an affiliate of GMAC Bank for purposes of Section 23A. In connection with our application to become a bank holding company under the BHC Act, we are seeking from the Federal Reserve a determination under, or exception from, Section 23A to provide that GM will not be deemed an affiliate of GMAC Bank. Following GMAC's conversion to a bank holding company, if GM were to continue to be an affiliate of GMAC Bank, the 10% and 20% tests described under "Summary—Application to Become a Bank Holding Company" would still apply to GMAC Bank's relationship with GM. Consequently, our plans to move material portions of our business into GMAC Bank would be materially adversely affected.

In addition, if we successfully convert into a bank holding company, we will be subject to the comprehensive, consolidated supervision of the Federal Reserve, including risk-based and leverage capital requirements and information reporting requirements. This regulatory oversight is established to protect depositors, federal deposit insurance funds and the banking system as a whole, not security holders. In addition, if the offers are not completed, there can be no assurance that we will be able to take alternative steps to meet the capital requirements of the BHC Act.

The financial services industry, in general, is heavily regulated. Proposals for legislation further regulating the financial services industry are continually being introduced in the United States Congress and in state legislatures. The agencies regulating the financial services industry also periodically adopt changes to their regulations. In light of current conditions in the U.S. financial markets and economy, regulators have increased their focus on the regulation of the financial services industry. For instance, in October 2008, Congress passed the Emergency Economic Stabilization Act of 2008, which in turn created the TARP and the Capital Purchase Program. We are unable to predict how these programs will be implemented or in what form, or whether any additional or similar changes to statutes or regulations, including the interpretation or implementation thereof, will occur in the future. Any such action could affect us in substantial and unpredictable ways and could have an adverse effect on our business, financial condition and results of operations.

We are also affected by the policies adopted by regulatory authorities and bodies of the United States and other governments. For example, the actions of the Federal Reserve and international central banking authorities directly impact our cost of funds for lending, capital raising and investment activities and may impact the value of financial instruments we hold. In addition, such changes in monetary policy may affect the credit quality of our customers. Changes in domestic and international monetary policy are beyond our control and difficult to predict.

If we are unable to obtain sufficient capital in the offers or are unable to satisfy regulatory capital requirements in the future, we could become subject to enforcement actions and/or FDIC receivership.

If a bank holding company fails to satisfy regulatory capital requirements, it may be subject to serious consequences ranging in severity from being precluded from making acquisitions, to becoming subject to formal enforcement actions by the Federal Reserve and FDIC receivership. If we do not obtain sufficient capital in the offers, are not able to access the Capital Purchase Program or are otherwise unable to satisfy regulatory capital requirements applicable to bank holding companies following conversion to a bank holding company or in the future, we may become subject to such enforcement actions or be otherwise unable to successfully execute our business plan. In addition, even if we are able to obtain sufficient capital in the offers, through the Capital Purchase Program or though other means, if unanticipated market factors emerge and/or we are unable to access the credit markets to meet our capital and liquidity needs in the future, we may become precluded from making acquisitions, subject to formal enforcement actions by the Federal Reserve, be placed in FDIC receivership or suffer other consequences, and such actions could impair us from successfully executing our business plan and have a material adverse effect on our business, results of operations and financial position.

We may not be successful in implementing our business plan as a bank holding company.

Even if we are successful in becoming a bank holding company, we may not be able to successfully implement our business plan. As a bank holding company, we intend to undertake new business activities and doing so is subject to inherent risks. There can be no assurance that we will be able to execute on these plans in a timely manner, if at all.

RISKS RELATED TO OUR BUSINESS

Our business and the businesses of our subsidiaries, including ResCap, require substantial capital, and continued disruption in our funding sources and access to the capital markets could continue to have a material adverse effect on our liquidity and financial condition.

Our liquidity and ongoing profitability are, in large part, dependent upon our timely access to capital and the costs associated with raising funds in different segments of the capital markets. We depend and will continue to depend on our ability to access diversified funding alternatives to meet future cash flow requirements and to continue to fund our operations. Our funding strategy and liquidity position have been significantly adversely affected by the ongoing stress in the credit markets that began in the middle of 2007 and reached unprecedented levels during recent months. The capital markets remain highly volatile and access to liquidity has been significantly reduced. These conditions, in addition to the reduction in our credit ratings, have resulted in increased borrowing costs and our inability to access the unsecured debt markets in a cost-effective manner. This has resulted in an increased reliance on asset-backed and other secured sources of funding. Based on existing asset availability and eligibility criteria, we currently have available approximately $500 million of capacity under our secured credit lines. However, we have the ability to significantly increase the amount of available capacity based on future asset origination and availability. Some of these facilities have not been renewed placing additional pressure on our liquidity position. See our Form 10-Q for the period ending September 30, 2008 for additional information regarding such facilities. Our inability to renew the remaining loans and facilities as they mature would have a further negative impact on our liquidity position. We also have significant maturities of unsecured debt each year. Approximately $1.8 billion of our outstanding unsecured debt matures in the fourth quarter of 2008, $12.8 billion matures in 2009 and $8.8 billion matures in 2010. In addition, as of September 30, 2008, we have approximately $38.7 billion of outstanding unsecured debt (including $14.6 billion of Smart Notes and $3.9 billion of Demand Notes, although the amount of outstanding Demand Notes has significantly declined since September 30, 2008) which is not subject to the offers. In order to retire these instruments, we either will need to refinance this debt, which will be very difficult should the current volatility in the credit markets continue or worsens, or generate sufficient cash to retire the debt. In addition, if the offers are completed and GMAC's applications to become a bank holding company under the

BHC Act and/or to participate in the Capital Purchase Program are not approved, as a result of cash outflows associated with the offers and otherwise, GMAC may be required to execute asset sales or other liquidity generating actions over and above its normal finance activities to provide additional working capital and repay debt as it matures and its inability to do so would have a material adverse effect on its business, results of operations and financial position (including its ability to meet debt maturities in 2009).

In addition, continued or further negative events specific to us or our 49% owner and largest customer, GM, would further adversely impact our funding sources (see "—The profitability and financial condition of our operations are heavily dependent upon the performance, operations and prospects of GM"). Furthermore, we have recently provided a significant amount of funding to ResCap, and may provide additional funding to ResCap in the future; as a result, any negative events with respect to ResCap could serve as a drain on our financial resources and have a material adverse effect on our liquidity and consolidated financial position. We have not made, and are not making, any commitment to continue to fund ResCap or to forgive ResCap debt and are not subject to any contractual obligation to do so.

ResCap's liquidity has also been significantly impaired, and may be further impaired, due to circumstances beyond our control, such as adverse changes in the economy and general market conditions. ResCap's November 17, 2008 interest payment on certain of its outstanding indebtedness was made only after GMAC's determination to provide ResCap the support described under "Summary—Liquidity and Capital Resources." As of September 30, 2008, the borrowing base of the $3.5 billion senior secured credit facility with GMAC allowed for total borrowings of $3.0 billion and ResCap had approximately $2.9 billion outstanding thereunder (including $750 million first loss participation of GM and Cerberus). Continued deterioration in ResCap's business performance could further limit, and recent reductions in its credit ratings have limited, ResCap's ability to access the capital markets on favorable terms. During recent volatile times in the capital and secondary markets, especially since August 2007, access to aggregation and other forms of financing, as well as access to securitization and secondary markets for the sale of ResCap's loans, has been severely constricted. Furthermore, ResCap's access to capital has been negatively impacted by declines in the market value of our mortgage products and in the willingness of market participants to provide liquidity for such products.

If the offers are not completed, or if the settlement date for the offers does not occur on or prior to December 31, 2008, there is a significant risk that GMAC will trigger a default under certain of its secured and unsecured funding and credit facilities.

In June 2008, certain subsidiaries of GMAC entered into a new secured revolving credit facility, to which GMAC is also party as administrator for the borrower subsidiaries. This facility includes a leverage ratio covenant that requires GMAC reporting segments, excluding the ResCap reporting segment, to have a ratio of consolidated borrowed funds to consolidated net worth not to exceed 11.0:1. This covenant is also included in GMAC's whole-loan flow agreement with Bank of America. GMAC further remains subject to a separate leverage ratio covenant under certain existing bilateral bank facilities, which also requires a ratio of consolidated borrowed funds to consolidated net worth not to exceed 11.0:1, but does not exclude the ResCap reporting segment (collectively, the "Covenants"). The Covenants are measured quarterly and GMAC was in compliance with them as of September 30, 2008. If the offers are not completed, or if the settlement date for the offers does not occur on or prior to December 31, 2008, there is a significant risk that GMAC will not remain in compliance with the Covenants. If this occurred and if GMAC was not successful in either obtaining waivers from applicable lenders or taking other actions during the quarter, it would have a materially adverse effect on GMAC's liquidity and financial position.

The occurrence of recent adverse developments in the mortgage finance and credit markets has adversely affected ResCap's business, liquidity and its capital position and has raised substantial doubt about ResCap's ability to continue as a going concern.

ResCap has been negatively impacted by the events and conditions in the broader mortgage banking industry, most severely but not limited to the nonprime and nonconforming mortgage loan markets. Fair market valuations of mortgage loans held-for-sale, mortgage servicing rights, securitized interests that continue to be held by ResCap and other assets and liabilities it records at fair value have significantly deteriorated due to weakening housing prices, increasing rates of delinquencies and defaults of mortgage loans. These same deteriorating factors have also resulted in higher provision for loan losses on ResCap's mortgage loans held-for-investment and real estate lending portfolios. Due to such deteriorating factors and other reasons discussed herein, with certain

exceptions, in ResCap's domestic operations it is currently originating only prime credit quality loans that are produced in conformity with the underwriting guidelines of Fannie Mae, Freddie Mac and Ginnie Mae. The market deterioration has resulted in rating agency downgrades of asset- and mortgage-backed securities which in turn has led to fewer sources of, and significantly reduced levels of, liquidity available to finance ResCap's operations. Most recently, the widely publicized credit defaults and/or acquisitions of large financial institutions in the marketplace has further restricted credit in the United States and international lending markets.

ResCap is highly leveraged relative to its cash flow and continues to recognize substantial losses resulting in a significant deterioration in capital. Furthermore, in light of the decline in ResCap's consolidated tangible net worth, as defined, Fannie Mae has requested additional security for some of ResCap's potential obligations under its agreements with them. ResCap has reached an agreement with Fannie Mae, under the terms of which ResCap will provide Fannie Mae additional collateral valued at $200 million, and agree to sell and transfer the servicing rights on mortgage loans having an unpaid principal balance of approximately $12.7 billion, or approximately 9% of the total principal balance of loans ResCap services. Fannie Mae has indicated that in return for these actions, Fannie Mae will agree to forbear, until January 31, 2009, from exercising contractual remedies otherwise available due to the decline in consolidated tangible net worth, as defined. Actions based on these remedies could have included, among other things, reducing ResCap's ability to sell loans to Fannie Mae, reducing its capacity to service loans for Fannie Mae, or requiring it to transfer servicing rights of loans ResCap services for Fannie Mae. ResCap believes that selling the servicing rights related to the loans described above will have an incremental positive impact on ResCap's liquidity and overall cost of servicing, since it will no longer be required to advance delinquent payments on those loans. However, meeting Fannie Mae's collateral request will have a negative impact on ResCap's liquidity. Moreover, if Fannie Mae deems ResCap's consolidated tangible net worth, as defined, to be inadequate following the expiration of the forbearance period referred to above, and if Fannie Mae then determines to exercise their contractual remedies as described above, including reducing or restricting its purchase of loans from ResCap, it would adversely affect our profitability and financial condition.

There continues to be a risk that ResCap will not be able to meet its debt service obligations, will default on its financial debt covenants due to insufficient capital and/or be in a negative liquidity position in 2008. As of September 30, 2008, the borrowing base of the $3.5 billion senior secured credit facility with GMAC allowed for total borrowings of $3.0 billion and ResCap had approximately $2.9 billion outstanding thereunder (including $750 million first loss participation of GM and Cerberus). Additionally, ResCap's ability to participate in any governmental investment program or the TARP, either directly or indirectly through GMAC, is unknown at this time. In light of ResCap's liquidity and capital needs, combined with volatile conditions in the marketplace, there is substantial doubt about ResCap's ability to continue as a going concern. As of September 30, 2008, ResCap had $2.3 billion of remaining equity (including equity in GMAC Bank) and has averaged $1.14 billon in losses per quarter during the last 8 quarters. If unanticipated market factors emerge and/or GMAC no longer continues to support ResCap's capital or liquidity needs, or ResCap is unable to successfully execute its other initiatives, it would have a material adverse effect on its business, results of operations and financial position. If the offers are not completed, GMAC does not currently intend to take further actions in support of ResCap. Except as set forth herein, GMAC has not made, and is not making, any commitment to continue to fund ResCap or to forgive ResCap debt and GMAC is not subject to any contractual obligation to do so regardless of whether the offers are completed.

General business and economic conditions may significantly and adversely affect our revenues, profitability and financial condition.

Our business and earnings are sensitive to general business and economic conditions in the United States and in the markets in which we operate outside the United States. A downturn in economic conditions resulting in increased short- and long-term interest rates, inflation, fluctuations in the debt capital markets, unemployment rates, consumer and commercial bankruptcy filings, or a decline in the strength of national and local economies and other factors that negatively impact household incomes could decrease demand for our financing and mortgage products and increase mortgage and financing delinquency and losses on our customer and dealer financing operations. We have been negatively impacted due to (i) the significant stress in the residential real estate and related capital markets in 2007 and 2008, and, in particular, the lack of home price appreciation in many markets in which we lend and (ii) decreases in new and used vehicle purchases, which have reduced the demand for automotive retail and wholesale financing.

If the rate of inflation were to increase, or if the debt capital markets or the economies of the United States or our markets outside the United States were to continue in their current condition or further weaken, or if home prices or new and used vehicle purchases continue at the currently reduced levels or experience further declines, we could continue to be adversely affected and it could become more expensive for us to conduct our business. For example, business and economic conditions that negatively impact household incomes or housing prices could continue in their current condition or further decrease (i) the demand for our mortgage loans and new and used vehicle financing and (ii) the value of the collateral underlying our portfolio of mortgage and new and used vehicle loans held for investment and interests that continue to be held by us, and further increase the number of consumers who become delinquent or default on their loans. In addition, the rate of delinquencies, foreclosures and losses on our loans (especially our nonprime mortgage loans) as experienced recently could be higher during more severe economic slowdowns.

Any sustained period of increased delinquencies, foreclosures or losses could further harm our ability to sell our mortgage and new and used vehicle loans, the prices we receive for our mortgage and new and used vehicle loans or the value of our portfolio of mortgage and new and used vehicle loans held for investment or interests from our securitizations, which could harm our revenues, profitability and financial condition. Continued adverse business and economic conditions could, and in the near term likely will, further impact demand for housing, new and used vehicles, the cost of construction and other related factors that have harmed, and could continue to harm, the revenues and profitability of our business capital operations.

In addition, our business and earnings are significantly affected by the fiscal and monetary policies of the U.S. government and its agencies and similar governmental authorities in the markets in which we operate outside the United States. We are particularly affected by the policies of the Federal Reserve, which regulates the supply of money and credit in the United States. The Federal Reserve's policies influence the new and used vehicle financing market and the size of the mortgage origination market, which significantly impacts the earnings of our businesses, and the earnings of our business capital activities. The Federal Reserve's policies also influence the yield on our interest-earning assets and the cost of our interest bearing liabilities. Changes in those policies are beyond our control and difficult to predict, and could adversely affect our revenues, profitability and financial condition.

The profitability and financial condition of our operations are heavily dependent upon the performance, operations and prospects of GM.

A significant portion of our customers are those of GM and GM dealers and other GM-related employees. As a result, a significant adverse change in GM's business, including significant adverse changes in GM's liquidity position and access to the capital markets, the production or sale of GM vehicles, the quality or resale value of GM vehicles, the use of GM marketing incentives, GM's relationships with its key suppliers, GM's relationship with the United Auto Workers and other labor unions, and other factors impacting GM or its employees would have a significant adverse effect on our profitability and financial condition.

We provide vehicle financing through purchases of retail automotive and lease contracts with retail customers of primarily GM dealers. We also finance the purchase of new and used vehicles by GM dealers through wholesale financing, extend other financing to GM dealers, provide fleet financing for GM dealers to buy vehicles they rent or lease to others, provide wholesale vehicle inventory insurance to GM dealers, provide automotive extended service contracts through GM dealers, and offer other services to GM dealers. In 2007, our shares of GM retail sales and sales to dealers were 35% and 82%, respectively, in markets where GM operates. As a result, GM's level of automobile production and sales directly impacts our financing and leasing volume, the premium revenue for wholesale vehicle inventory insurance, the volume of automotive extended service contracts, and the profitability and financial condition of the GM dealers to whom we provide wholesale financing, term loans, and fleet financing. In addition, the quality of GM vehicles affects our obligations under automotive extended service contracts relating to such vehicles. Further, the resale value of GM vehicles, which may be impacted by various factors relating to GM's business such as brand image or the number of new GM vehicles produced, affects the remarketing proceeds we receive upon the sale of repossessed vehicles and off-lease vehicles at lease termination. Accordingly, in the event that GM became a debtor under the United States Bankruptcy Code, its business could be materially adversely affected, and, in turn, our business could be materially adversely affected as well.

In its Quarterly Report on Form 10-Q for the period ended September 30, 2008, GM reported that it had suffered significant losses from 2005 through the nine months ended September 30, 2008 and its estimated liquidity

during the remainder of 2008 would be at or near the minimum required to operate its business unless, among other things, economic and automotive industry conditions significantly improve, it received substantial proceeds from asset sales, it gained access to capital markets and other private sources of funding, it received government funding under one or more current or future programs, or some combination of the foregoing. If GM is not successful in any of the foregoing initiatives, this could have a material adverse effect on our business, profitability and financial condition and could affect our ability to become a bank holding company.

In addition, our Financing Services Agreement with GM provides that through November 16, 2016, subject to possible extension, whenever GM offers vehicle financing and leasing incentives to customers (e.g., lower interest rates than market rates), it will do so exclusively through GMAC, with the exception of Saturn-branded products. In the event of a GM bankruptcy, it is possible that GM would reject this exclusivity arrangement with us. If GM did so, this could have a material adverse effect on our business, profitability and financial condition. In addition, in connection with our application to become a bank holding company under the BHC Act, the Federal Reserve may also require modifications to the Financing Services Agreement.

GMAC and GM are currently in discussions related to potential modifications to the Financing Services Agreement and related agreements between GMAC and GM. Resulting modifications could include, among other things, changes to GMAC exclusivity rights, GMAC obligations to meet certain performance targets, and duration of the agreements. GM and GMAC are also discussing potential changes to GM's existing option to repurchase GMAC's auto finance business, the current cap on GMAC unsecured exposure to GM, and other existing arrangements. Modifications to the Financing Services Agreement, if any, that may be entered into in the future could have a material net negative effect or material net positive effect and this could have a material adverse effect on our business, financial condition and profitability.

We have recently implemented a more conservative financing policy and such policies may adversely affect our revenues and profitability.

In response to the current credit environment and other market conditions, our North American Automotive Finance operations has temporarily implemented a more conservative purchase policy for consumer automotive financing. Specifically, in the United States we have temporarily significantly reduced retail lending by limiting purchases to contracts with customers having a credit score of 700 or above, and have restricted contracts with an advance rate equal to or less than the dealer invoice. We have also recently increased the rates we charge dealers for non-incentivized consumer automotive financing. Additionally, our International Automotive Finance operations recently announced plans to cease retail and wholesale originations in Australia, New Zealand, and retail originations in certain European markets and further plans to implement a more conservative pricing policy throughout the remaining European markets in which we operate to more closely align lending activity with the current capital markets. We expect these actions to remain in place until the credit markets stabilize and accessibility improves and we expect global automotive financing volume to decrease in the near term as a result of these actions. If the current disruption in the credit markets continues and global automotive financing volume continues to decrease, it could have a material adverse effect on our business, results of operations and financial position.

Our profitability and financial condition have been materially adversely affected by declines in the residual value of off-lease vehicles, and the residual value of off-lease vehicles may continue to decrease.

Our expectation of the residual value of a vehicle subject to an automotive lease contract is a critical element used to determine the amount of the lease payments under the contract at the time the customer enters into it. As a result, to the extent the actual residual value of the vehicle, as reflected in the sales proceeds received upon remarketing at lease termination, is less than the expected residual value for the vehicle at lease inception, we incur additional depreciation expense and/or a loss on the lease transaction. General economic conditions, the supply of off-lease vehicles, and new vehicle market prices heavily influence used vehicle prices and thus the actual residual value of off-lease vehicles. Also contributing to the weakness in the used vehicle market are the historically low consumer confidence levels, which influence major purchases, and the weakening financial condition of auto dealers. The recent sharp decline in demand and used vehicle sale prices for sport-utility vehicles and trucks in the United States and Canada has affected GMAC's remarketing proceeds for these vehicles, and has resulted in impairments of $716 million and $93 million during the three months ended June 30, 2008 and September 30, 2008, respectively. Weak residual values also contributed to the loss provision of $109 million and $240 million during

the three months ended June 30, 2008 and September 30, 2008, respectively, on our balloon finance contract portfolio.

These trends may continue or worsen. GM's brand image, consumer preference for GM products, and GM's marketing programs that influence the new and used vehicle market for GM vehicles also influence lease residual values. In addition, our ability to efficiently process and effectively market off-lease vehicles impacts the disposal costs and proceeds realized from the vehicle sales. While GM provides support for lease residual values, including through residual support programs, this support by GM does not in all cases entitle us to full reimbursement for the difference between the remarketing sales proceeds for off-lease vehicles and the residual value specified in the lease contract. Differences between the actual residual values realized on leased vehicles and our expectations of such values at contract inception could continue to have a negative impact on our profitability and financial condition.

We may not obtain approval to become a bank holding company or obtain approval to participate in the Capital Purchase Program, the TLG Program or otherwise gain access to government programs.

Obtaining bank holding company status and eligibility to participate in the Capital Purchase Program and the TLG Program are subject to the approval of various governmental authorities, including the Federal Reserve Board, the U.S. Treasury and the FDIC and such approvals are subject to numerous conditions. The Federal Reserve has informed us that it will require us to implement certain actions prior to gaining approval. Among other things, such actions may include (i) achieving an aggregate amount of outstanding capital of approximately $30 billion (a significant portion of which will be obtained as a result of the offers, if successful), including approximately $2 billion of new capital from third parties or existing equity holders that will qualify as Tier 1 capital under the BHC Act and be acceptable to the Federal Reserve (which capital amount may be subject to change by the Federal Reserve), (ii) modifying our capital, shareholder and governance structure to be consistent with the regulatory requirements applicable to bank holding companies, (iii) obtaining all necessary banking regulatory approvals, (iv) modifying our capital funding plan and (v) certain other actions in connection therewith. Even if the offers are successful, we may not be successful in completing the other actions or satisfying the conditions required by the Federal Reserve to obtain approval and GMAC's inability to do so would have a material adverse effect on its business, results of operations and financial position (including its ability to meet our debt maturities in 2009).

CAPITALIZATION

The following table sets forth as of September 30, 2008 on a consolidated basis:

- the actual capitalization of GMAC;
- the capitalization of GMAC, on a pro forma basis to reflect consummation of the offers and the concurrent ResCap Offering, assuming;
    - with respect to the offers, 100% participation in the offers and all tenders made under the cash election; and
    - with respect to the concurrent ResCap Offering, 100% participation and all tenders made under the cash election.

The following table does not assume the receipt of any funds under the Capital Purchase Program.

We use the assumptions above for illustrative purposes only. This table should be read in conjunction with the "Selected Historical Consolidated Financial Data" elsewhere in this offering memorandum and the historical consolidated financial statements and related notes that are contained in our Annual Report on Form 10-K for the year ended December 31, 2007 and our Quarterly Reports on Form 10-Q for the quarters ended March 31, 2008, June 30, 2008 and September 30, 2008 each of which is incorporated by reference into this offering memorandum.

	As of September 30, 2008	
	Actual	**Pro Forma[1]**
	(in millions)	
Short-term debt:		
Secured	$7,846	$7,846
Unsecured	11,120	11,120
Total short-term debt	18,966	18,966
Long-term debt:		
Secured		
Due within one year	18,924	18,924
Due after one year	61,249	54,489
Total secured long-term debt	80,173	73,413
Unsecured:		
Existing debt due within one year	13,173	9,909
Existing debt due after one year	48,319[2]	17,703
New senior guaranteed notes	-	15,614
New senior notes	-	1,296
New subordinated notes	-	964
Total unsecured long-term debt	61,492	45,485
Total debt	160,631	137,864
Equity		
Members' interest	8,920	8,920

	As of September 30, 2008	
	Actual	**Pro Forma[1]**
	(in millions)	
Preferred interests	1,052	1,052
Preferred to Blocker Sub	-	1,495
Retained earnings	(1,144)	17,628
Accumulated other comprehensive income	420	420
Total equity	9,248	29,515
Total capitalization[3]	$150,913	148,413

[1] Includes estimates of the fair value of the new securities as of the close of the exchange.

[2] Balance includes $360 million of fair value adjustment.

[3] Total capitalization includes long-term debt and equity.

SELECTED HISTORICAL CONSOLIDATED FINANCIAL DATA

The following tables set forth selected historical financial information for GMAC on a consolidated basis derived from its: (i) unaudited financial statements as of and for the nine months ended September 30, 2008 and 2007, which are incorporated by reference into this offering memorandum; (ii) audited financial statements for the years ended December 31, 2005, 2006 and 2007 and as of December 31, 2006 and 2007, which are incorporated by reference into this offering memorandum; and (iii) audited financial statements for the years ended December 31, 2003 and 2004 and as of December 31, 2003 and 2004 and 2005, which are not incorporated by reference into this offering memorandum. The historical financial information presented may not be indicative of our future performance. In addition, our results for the nine months ended September 30, 2008 are not necessarily indicative of results to be expected for the entire year ending December 31, 2008.

The selected historical financial information should be read in conjunction with "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our financial statements and the corresponding notes, which are incorporated by reference in this offering memorandum.

	For the Years Ended December 31,					For the Nine Months Ended September 30,	
	2003	2004	2005	2006	2007	2007	2008
Statement of Income Data:				(in millions)			
Revenue:							
Total financing revenue	$18,211	$20,324	$21,312	$23,103	$21,187	$15,994	$14,395
Interest expense	7,948	9,659	13,106	15,560	14,776	11,122	8,953
Depreciation expense on operating lease assets	5,001	4,828	5,244	5,341	4,915	3,530	4,209
Impairment of investment in operating leases	—	—	—	—	—	—	808
Net financing revenue	5,262	5,837	2,962	2,202	1,496	1,342	425
Total other revenue[1]	9,538	9,868	11,955	12,620	10,303	7,166	5,014
Total net revenue	14,800	15,705	14,917	14,822	11,799	8,508	5,439
Provision for credit losses	1,721	1,953	1,074	2,000	3,096	2,075	2,343
Impairment of goodwill and other intangible assets[2]	—	—	712	840	455	455	16
Total non-interest expense	9,209	9,496	9,652	9,754	10,190	7,345	8,580
Income (loss) before income tax expense	3,870	4,256	3,479	2,228	(1,942)	(1,367)	(5,500)
Income tax expense[3]	1,364	1,362	1,197	103	390	241	94
Net income (loss)	$2,506	$2,894	$2,282	$2,125	$(2,332)	$(1,608)	$(5,594)

(1) Amount includes realized capital gains of $1.1 billion for the year ended December 31, 2006, primarily related to the rebalancing of our investment portfolio at our Insurance operations, which occurred during the fourth quarter.

(2) Relates to goodwill and other intangible asset impairments taken at ResCap in 2007, our Commercial Finance Group operating segment in 2006 and 2005, and our former commercial mortgage operations in 2005.

(3) Effective November 28, 2006, GMAC, along with certain of its U.S. subsidiaries, converted to limited liability companies, or LLCs, and became pass-through entities for U.S. federal income tax purposes. Our conversion to an LLC resulted in a change in tax status and the elimination of a $791 million net deferred tax liability through income tax expense.

	As of December 31,					As of September 30,
	2003	2004	2005	2006	2007	2008
				(in millions)		
Balance Sheet Data:						
Cash and cash equivalents	$17,976	$22,718	$15,424	$15,459	$17,677	$13,534
Total finance receivables and loans, net	174,362	200,237	181,925	170,870	124,759	109,290
Total assets	288,019	324,042	320,557	287,439	248,939	211,327
Total debt	238,760	268,997	254,698	236,985	193,148	160,631
Total equity	20,273	22,436	21,685	14,369	15,565	9,248

DESCRIPTION OF THE OFFERS

Terms of the Offers

General

Upon the terms and subject to the conditions set forth in this offering memorandum and the letter of transmittal, GMAC is offering to exchange and/or purchase any and all of the old notes listed in the section headed "The Offers" on the inside cover of this offering memorandum held by eligible holders. Eligible holders may elect to receive either:

- new securities (the "new securities election") consisting of a combination of (i)(x) in the case of old notes maturing prior to 2031 (the "pre-2031 old notes"), newly issued Senior Guaranteed Notes of GMAC on substantially the same terms, including the same coupon and maturity date, as the applicable series of pre-2031 old notes exchanged therefor (the "new guaranteed notes"), except that the new guaranteed notes will be guaranteed by certain subsidiaries of GMAC and will in all cases be denominated in U.S. dollars or (y) in the case of old notes maturing in 2031 (the "2031 old notes"), a combination of new guaranteed notes and newly issued 8.00% Subordinated Notes due 2018 of GMAC (the "new subordinated notes" and, together with the new guaranteed notes, the "new notes") and (ii) newly issued 5% Perpetual Preferred Stock with a liquidation preference of $1,000 per share (the "new preferred stock" and, together with the new notes, the "new securities") of Preferred Blocker Inc., a newly formed Delaware corporation and subsidiary of GMAC ("Blocker Sub") and in each case in the amount (each such amount, a "new securities exchange ratio") per 1,000 U.S. dollar equivalent principal amount of old notes specified on the inside cover of this offering memorandum; or

- cash (the "cash election") in the amount (such amount, a "cash price") per 1,000 U.S. dollar equivalent principal amount of old notes specified on the inside cover of this offering memorandum. In the event that the cash required to purchase all old notes tendered pursuant to cash elections would exceed $2,000,000,000 (the "cash maximum amount"), each eligible holder who made a cash election will have the amount of old notes it tendered for cash accepted on a pro rata basis across all series such that the aggregate amount of cash spent in the offers equals the cash maximum amount, and the balance of old notes each such holder tendered that was not accepted for purchase for cash will be exchanged into new securities, in the amount determined pursuant to the applicable new securities exchange ratios, as if such holder had made a new securities election with respect to such balance of old notes.

In our sole discretion, we may, but are not obligated to, increase the cash maximum amount. We will announce any such increase by a press release during the pendency of the offers. If there are less than ten business days left from the date of any such announcement until the next scheduled expiration date, we will extend the offers so that at least ten business days remain until the expiration date. In the event of such extension, we do not currently intend to extend the early delivery date or the withdrawal deadline.

New notes will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof, and new preferred stock will be issued with a minimum liquidation preference of $2,000 and integral multiples of $1,000 in excess thereof. GMAC will not accept any tender that would result in the issuance of less than $2,000 principal amount of either series of new notes or $2,000 liquidation preference of new preferred stock, with respect to such tender. If, under the terms of the offers, a tendering eligible holder is entitled to receive new notes in a principal amount, or new preferred stock with a liquidation preference, that is not an integral multiple of $1,000, we will round downward such principal amount of new notes and liquidation preference of new preferred stock to the nearest integral multiple of $1,000. This rounded amount will be the principal amount of new notes or liquidation preference of new preferred stock such tendering eligible holder will receive, and no additional cash will be paid in lieu of any principal amount of new notes or liquidation preference of new preferred stock not received as a result of rounding down.

All cash paid (other than accrued interest) and new securities issued pursuant to the offers will be denominated in U.S. dollars. For purposes of determining the consideration to be received in exchange for foreign currency denominated old notes, an equivalent U.S. dollar principal amount of each tender of such series of old notes will be determined by converting the principal amount of such tender to U.S. dollars using the applicable

currency exchange rate in the Statistical Release H.10 published by the Federal Reserve System on the business day prior to the applicable expiration date. Such equivalent U.S. dollar principal amount will be used in all cases when determining the consideration to be received pursuant to the offers per $1,000 principal amount of old notes validly tendered and not withdrawn.

The new securities are being offered and will be issued only (i) in the United States, to persons who are both "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act ("QIBs") and "qualified purchasers" (as defined in "Offer and Transfer Restrictions") or (ii) outside the United States, to persons who are not "U.S. persons," as that term is defined in Rule 902 under the Securities Act and who are also both "non-U.S. qualified offerees" (as defined in "Offer and Transfer Restrictions") and qualified purchasers. Only QIBs or non-U.S. qualified offerees who are qualified purchasers (together, "eligible holders") are authorized to receive or review this offering memorandum or to participate in the offers. For a description of restrictions on resale or transfer of the new securities, see "Offer and Transfer Restrictions."

Early Delivery Payment

The corresponding cash price and new notes exchange ratio listed in the section headed "The Offers" on the inside cover of this offering memorandum includes an early delivery payment. Eligible holders who validly tender their old notes in the offers after the early delivery time will receive these corresponding amounts less the early delivery payment.

For eligible holders of old notes that tender after the early delivery time, in determining the consideration such eligible holders will receive, (i) each cash price indicated on the inside cover of this offering memorandum will be reduced by the early delivery payment in cash of $50 and (ii) each new notes exchange ratio with respect to the new guaranteed notes indicated on the inside cover of this offering memorandum will be reduced by the early delivery payment in principal amount of new notes of $50. With respect to cash elections that, due to proration, are exchanged for both cash and new notes, the cash portion of the consideration with respect thereto will be reduced in accordance with the procedure set forth in clause (i) above and the new securities portion of such consideration will be reduced in accordance with the procedure set forth in clause (ii) above. The early delivery payment will be paid only to eligible holders who validly tender their old notes prior to the early delivery time and do not validly withdraw their tender.

Accrued and Unpaid Interest

Eligible holders whose old notes are accepted in the offers will also receive a cash payment (paid in the currency in which such old notes were denominated) equal to the accrued and unpaid interest in respect of such old notes from the most recent interest payment date to, but not including, the settlement date (as defined herein).

Expiration Date; Early Delivery Time; Withdrawal Deadline; Extensions; Amendments; Termination

For purposes of each offer, the term "expiration date" means 11:59 p.m., New York City time, on December 18, 2008, subject to our right to extend that time and date with respect to any offer in our absolute discretion, in which case the expiration date means the latest time and date to which such offer is extended.

For purposes of each offer, the term "early delivery time" means 5:00 p.m., New York City time, on December 4, 2008, subject to our right to extend that time and date with respect to any offer in our absolute discretion, in which case the early delivery time means the latest time and date to which such offer is extended.

For purposes of each offer, the term "withdrawal deadline" means 5:00 p.m., New York City time, on December 4, 2008, subject to our right to extend that time and date with respect to any offer in our absolute discretion, in which case the withdrawal deadline means the latest time and date to which such offer is extended.

Subject to the applicable regulations of the SEC, GMAC expressly reserves the right, in its sole discretion, at any time and from time to time, and regardless of whether any events preventing satisfaction of the conditions to the offers shall have occurred or shall have been determined by GMAC to have occurred, to extend the period during which the offers are open by giving oral (to be confirmed in writing) or written notice of such extension to

the exchange agent and by making public disclosure by press release or other appropriate means of such extension to the extent required by law. During any extension of the offers, all old notes previously validly tendered and not withdrawn will remain subject to the offers and may, subject to the terms and conditions of the offers, be accepted for exchange by us. As of the date of this offering memorandum, we have no intention of extending any of the above dates. See also "—Announcements."

Any waiver, amendment or modification of the offers will apply to all old notes tendered pursuant to the offers. If we make a change that we determine to be material in any of the terms of the offers or waive a condition of the offers that we determine to be material, we will give oral (to be confirmed in writing) or written notice of such amendment or such waiver to the exchange agent and will disseminate additional offer documents and extend the offers and withdrawal rights as we determine necessary and to the extent required by law. Any such extension, amendment, waiver or decrease or change will not result in the reinstatement of any withdrawal rights if those rights had previously expired, except as specifically provided above.

We expressly reserve the right, in our sole discretion, at any time and from time to time, and regardless of whether any events preventing satisfaction of the conditions to any offer shall have occurred or shall have been determined by us to have occurred to terminate or withdraw any of the offers at any time and for any reason, including, without limitation, if any of the foregoing conditions or the other conditions described under "Description of the Offers—Conditions to the Offers" are not satisfied.

There can be no assurance that we will exercise our right to extend, terminate or amend any offer. During any extension and irrespective of any amendment to an offer, all old notes previously validly tendered and not withdrawn and not accepted for exchange or withdrawn thereunder will remain subject to such offer and may be accepted thereafter by us, subject to compliance with applicable law. We may waive conditions without extending an offer in accordance with applicable law. In addition, we may amend, extend, modify, terminate or take any other actions with respect to the offers for any series or the terms and conditions thereof without taking corresponding action with respect to offers for any other series. We may also amend, extend, modify, terminate or take any other actions with respect to the ResCap Offering or the terms and conditions thereof without taking corresponding action with respect to the offers.

Announcements

Any extension, termination or amendment of an offer will be followed as promptly as practicable by announcement thereof, such announcement in the case of an extension of an offer to be issued no later than 9:00 a.m., New York City time, on the next business day following the previously scheduled expiration date. In the event of such announcement, we will make an equivalent announcement in Luxembourg and the United Kingdom. Without limiting the manner in which we may choose to make such announcement, we will not, unless otherwise required by law, have any obligation to publish, advertise or otherwise communicate any such announcement other than by making a release to an appropriate news agency or another means of announcement that we deem appropriate.

Acceptance of Old Notes for Exchange and Delivery of New Securities

On the settlement date, if the offers are consummated, cash will be paid and new securities, if any, will be issued in exchange for old notes validly tendered and not withdrawn in the offers and the Exchange Agent will pay the applicable accrued and unpaid interest in respect of the old notes accepted for exchange (i) by wire transfer to the applicable Clearing System (as defined in "—Procedures for Tendering Old Notes"), in the case of old notes accepted for exchange that were validly tendered and not withdrawn by book-entry transfer as described below or (ii) in all other cases, by check payable to the tendering eligible holders whose old notes have been accepted for exchange (unless a different payee is indicated under the Special Payment instructions in the letter of transmittal).

If the conditions to an offer are satisfied, or if we waive all of the conditions that have not been satisfied, we will accept at the applicable expiration date and after we receive validly completed and duly executed letters of transmittal or agent's messages (as defined in "—Procedures for Tendering Old Notes—Tender of U.S. Dollar Denominated Old Notes Through DTC" below) with respect to any and all of the old notes validly tendered and not withdrawn for exchange at such time, by notifying the Exchange Agent of our acceptance. The notice may be oral if we promptly confirm it in writing.

We expressly reserve the right, in our sole discretion, to delay acceptance for exchange of old notes validly tendered and not withdrawn under any offer (subject to Rule 14e-1(c) under the Exchange Act, which requires that we issue the offered consideration or return the old notes deposited thereunder promptly after termination or withdrawal of such offer), or to terminate such offer and not accept for exchange any old notes not previously accepted, (1) if any of the conditions to such offer shall not have been satisfied or validly waived by us, or (2) in order to comply in whole or in part with any applicable law. In all cases, the offer consideration for old notes validly tendered and not withdrawn pursuant to an offer will be made only after timely receipt by the Exchange Agent of (1) certificates representing the old notes, or timely confirmation of a book-entry transfer (a "book-entry confirmation") of the old notes into the Exchange Agent's account at the applicable Clearing System, (2) the properly completed and duly executed letter of transmittal (or a facsimile thereof) or an agent's message in lieu thereof and (3) any other documents required by the letter of transmittal.

For purposes of each offer, we will be deemed to have accepted for exchange validly tendered (and not validly withdrawn) old notes as provided herein when, and if, we give oral or written notice to the Exchange Agent of our acceptance of the old notes for exchange pursuant to such offer. In all cases, the exchange of old notes pursuant to an offer will be made by deposit of cash and the new securities with the Exchange Agent, which will act as your agent for the purposes of receiving cash and new securities from us, and delivering new securities to you. On and after the applicable settlement date, the tendering eligible holders whose old notes have been exchanged by us will cease to be entitled to receive interest on such old notes. Such tendering eligible holders will receive the applicable consideration for the old notes accepted for exchange. On the applicable settlement date, the Exchange Agent will pay the aggregate cash consideration and any applicable accrued and unpaid interest in respect of the old notes accepted for exchange (i) by wire transfer to the applicable Clearing System, in the case of old notes accepted for exchange that were tendered by book-entry transfer as described below or (ii) in all other cases, by check payable to the tendering eligible holders whose old notes have been accepted for exchange (unless a different payee is indicated under the Special Payment instructions in the letter of transmittal). Also, as soon as practicable after the applicable settlement date, the Exchange Agent will return to any eligible holder who partially tendered a physical old note a certificate for the portion of the old note that was not tendered. The Exchange Agent will mail all such non-tendered old notes and checks by first-class mail unless such old notes and/or checks represent more than $250,000, in which case they will be mailed by registered mail and, in the case of returned old notes, insured separately for their replacement value.

If, for any reason whatsoever, acceptance for exchange of any old notes validly tendered and not withdrawn pursuant to an offer is delayed (whether before or after our acceptance for exchange of the old notes) or we extend an offer or are unable to accept for exchange the old notes validly tendered and not withdrawn pursuant to such offer, then, without prejudice to our rights set forth herein, we may instruct the Exchange Agent to retain validly tendered old notes and those old notes may not be withdrawn, subject to the limited circumstances described in "—Withdrawal of Tenders" below.

Tender of old notes pursuant to the offers will be accepted only in principal amounts equal to permitted minimum denominations and integral multiples as specified in the terms of such old notes, provided that any eligible holder may tender all old notes held by such eligible holder, even if the aggregate principal amount of those old notes is not a permitted denomination.

We will pay or cause to be paid all transfer taxes with respect to the acceptance of any old notes unless the box titled "Special Payment or Issuance Instructions" or the box titled "Special Delivery Instructions" on the letter of transmittal has been completed, as described in the instructions thereto.

Under no circumstances will any interest be payable because of any delay in the transmission of funds to you with respect to accepted old notes or otherwise.

We will pay all fees and expenses of the Dealer Managers, Exchange Agent, the Information Agent and Luxembourg Tender Agent in connection with the offers. See "Dealer Managers, Exchange Agent, Information Agent, and Luxembourg Tender Agent."

Market and Trading Information

Certain of the old notes are listed on the Official List of the Luxembourg Stock Exchange, the New York Stock Exchange and the London Stock Exchange. Eligible holders of the old notes are urged to contact their brokers or other advisors to obtain the best available information as to current market prices for the old notes before deciding whether to tender such old notes pursuant to the applicable offer.

Procedures for Tendering Old Notes

General

In order to participate in the offers, you must validly tender your old notes to the Exchange Agent as described below. It is your responsibility to validly tender your old notes. We have the right to waive any defects. However, we are not required to waive defects and are not required to notify you of defects in your tender.

Tenders of old notes will be accepted only at one of DTC, Euroclear or Clearstream (the "Clearing Systems"). Tenders of U.S. dollar-denominated old notes will be accepted only at DTC. Tenders of Sterling- and Euro-denominated old notes will be accepted only at Euroclear or Clearstream, as the case may be.

Beneficial owners of old notes who are not direct participants in the Clearing Systems must contact their broker, dealer, bank, custodian, trust company or other nominee to arrange for their direct participant in the relevant Clearing System to submit an instruction to such Clearing System in accordance with its requirements. The beneficial owners of old notes that are held in the name of a broker, dealer, bank, custodian, trust company or other nominee or custodian should contact such entity sufficiently in advance of the expiration date and the early delivery time if they wish to tender their old notes and receive the early delivery payment, and ensure that the old notes in the relevant Clearing System are blocked in accordance with the requirements and deadlines of such Clearing System. Such beneficial owners should not submit such instructions directly to the Clearing Systems, GMAC, Blocker Sub, the Exchange Agent, the Information Agent or the Luxembourg Tender Agent.

If you have any questions or need help in tendering your old notes, please contact the Information Agent or the Exchange Agent, whose address and telephone number are listed on the back cover page of this offering memorandum.

To validly tender old notes pursuant to an offer, eligible holders must timely tender their old notes in accordance with the procedures set forth in this offering memorandum and accompanying letter of transmittal. We have not provided guaranteed delivery procedures in conjunction with the offers or under any of this offering memorandum or other offer materials provided therewith.

Tender of U.S. Dollar-Denominated Old Notes Through DTC

U.S. dollar-denominated old notes in book-entry form must be tendered through DTC. DTC participants must electronically transmit their acceptance of an offer through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible. In accordance with ATOP procedures, DTC will then verify the acceptance of an offer and send an agent's message to the Exchange Agent for its acceptance. An "agent's message" is a message transmitted by DTC, received by the Exchange Agent and forming part of the book-entry confirmation, which states that DTC has received an express acknowledgement from you that you have received this offering memorandum and accompanying letter of transmittal and agree to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against you.

Eligible holders whose U.S. dollar-denominated old notes are held through Euroclear or Clearstream must transmit their acceptance in accordance with the requirements of Euroclear or Clearstream in sufficient time for such tenders to be timely made prior to the applicable expiration date. Eligible holders should note that such Clearing Systems may require that action be taken a day or more prior to the applicable expiration date in order to cause such old notes to be tendered through DTC.

Tender of Sterling- and Euro-Denominated Old Notes Through Euroclear and Clearstream

Sterling- and Euro-denominated old notes in book-entry form must be tendered through Euroclear or Clearstream. The tender of old notes through Euroclear or Clearstream will be deemed to have occurred upon receipt by the relevant Clearing System of a valid electronic acceptance instruction in accordance with the requirements of such Clearing System. The receipt of such electronic acceptance instruction by Euroclear or Clearstream will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of such old notes in that Clearing System. By blocking such old notes in the relevant Clearing System, the holder thereof will be deemed to consent to have the relevant Clearing System provide details concerning such holder's identity to the Exchange Agent.

By participating in the offer in this manner, you will be deemed to have acknowledged that you have received this offering memorandum and accompanying letter of transmittal and agree to be bound by the terms of the letter of transmittal, and that we may enforce such agreement against you.

Eligible holders must take the appropriate steps to block old notes to be tendered in Euroclear or Clearstream so that no transfers may be effected in relation to such old notes at any time after such date in accordance with the requirements of the relevant Clearing System and the deadlines required by the relevant Clearing System.

Tender of Old Notes Held in Physical Form

We believe that each series of old notes is held in book-entry form only at one of the Clearing Systems. If you hold old notes in physical, certificated form, you will need to deposit such old notes into the applicable Clearing System in order to participate in the offers. If you need assistance doing so, please contact the Information Agent whose address and telephone numbers are located on the back cover page of this offering memorandum.

Effect of Letter of Transmittal

Subject to and effective upon the acceptance for exchange of old notes tendered thereby, by executing and delivering a letter of transmittal, or being deemed to have done so as part of your electronic submission of your tender through one of the Clearing Systems, you (1) irrevocably sell, assign and transfer to or upon our order all right, title and interest in and to all the old notes tendered thereby and (2) irrevocably appoint the Exchange Agent as your true and lawful agent and attorney-in-fact (with full knowledge that the Exchange Agent also acts as our agent with respect to the tendered old notes), with full power coupled with an interest, to:

- deliver certificates representing the old notes, or transfer ownership of the old notes on the account books maintained by the applicable Clearing System, together with all accompanying evidences of transfer and authenticity, to or upon our order;
- present the old notes for transfer on the relevant security register; and
- receive all benefits or otherwise exercise all rights of beneficial ownership of the old notes, all in accordance with the terms of the offers.

Determination of Validity

All questions as to the validity, form, eligibility (including time of receipt) and acceptance for exchange of any tendered old notes pursuant to any of the procedures described above, and the form and validity (including time of receipt of notices of withdrawal) of all documents will be determined by us in our sole discretion, which determination will be final and binding. We reserve the absolute right to reject any or all tenders of any old notes determined by us not to be in proper form, or if the acceptance of, or exchange of, such old notes may, in the opinion of our counsel, be unlawful. We also reserve the right to waive any conditions to any offer that we are legally permitted to waive.

Your tender will not be deemed to have been validly made until all defects or irregularities in your tender have been cured or waived. None of us, the Exchange Agent, the Information Agent, the Luxembourg Tender

Agent or any other person or entity is under any duty to give notification of any defects or irregularities in any tender or withdrawal of any old notes or will incur any liability for failure to give any such notification. Please send all materials to the Exchange Agent and not to us, the Information Agent, the Luxembourg Tender Agent or any Dealer Manager.

Withdrawal of Tenders

Old notes tendered and not validly withdrawn prior to the applicable withdrawal deadline may not be withdrawn at any time thereafter, and old notes tendered after the applicable withdrawal deadline may not be withdrawn at any time, unless the applicable offer is terminated without any old notes being accepted or as required by applicable law. If such a termination occurs, the old notes will be returned to the tendering holder as promptly as practicable.

A holder who validly withdraws previously tendered old notes prior to the applicable withdrawal deadline and does not validly re-tender old notes prior to the applicable expiration date will not receive the offer consideration or the early delivery payment. A holder who validly withdraws previously tendered old notes prior to the applicable withdrawal deadline and validly re-tenders old notes prior to the applicable expiration date (but after the early delivery time) will receive the applicable offer consideration, but not the early delivery payment.

Subject to applicable regulations, if, for any reason whatsoever, acceptance for exchange of, or exchange of, any old notes tendered pursuant to an offer is delayed (whether before or after our acceptance for exchange of old notes) or we extend an offer or are unable to accept for exchange, or exchange, the old notes tendered pursuant to an offer, we may instruct the Exchange Agent to retain tendered old notes, and those old notes may not be withdrawn, except to the extent that you are entitled to the withdrawal rights set forth herein.

If you have tendered old notes, you may withdraw those old notes prior to the applicable withdrawal deadline by delivering a written withdrawal instruction to the applicable Clearing System in accordance with the relevant procedures described herein. To be effective, a written or facsimile transmission notice of withdrawal of a tender or a properly transmitted request via the applicable Clearing Systems must:

- be received by the Exchange Agent at one of the addresses specified on the back cover of this offering memorandum prior to the applicable withdrawal deadline;

- specify the name of the holder of the old notes to be withdrawn;

- contain the description of the old notes to be withdrawn, the certificate numbers shown on the particular certificates representing such old notes (or, in the case of old notes tendered by book-entry transfer, the number of the account at the applicable Clearing System from which the old notes were tendered) and the aggregate principal amount represented by such old notes; and

- be signed by the holder of the old notes in the same manner as the original signature on the letter of transmittal or be accompanied by documents of transfer sufficient to have the applicable trustee (or person performing a similar function) register the transfer of the old notes into the name of the person withdrawing the old notes.

If the old notes to be withdrawn have been delivered or otherwise identified to the Exchange Agent, a signed notice of withdrawal is effective immediately upon receipt by the Exchange Agent of written or facsimile transmission of the notice of withdrawal (or receipt of a request via one of the Clearing Systems) even if physical release is not yet effected. A withdrawal of old notes can only be accomplished in accordance with the foregoing procedures.

We will have the right, which may be waived, to reject the defective tender of old notes as invalid and ineffective. If we waive our rights to reject a defective tender of old notes, subject to the other terms and conditions set forth in this offering memorandum and accompanying letter of transmittal, you will be entitled to the offer consideration.

If you withdraw old notes, you will have the right to re-tender them prior to the applicable expiration date in accordance with the procedures described above for tendering outstanding old notes. If we amend or modify the terms of an offer or the information concerning an offer in a manner determined by us to constitute a material change to the holders, we will disseminate additional offer materials and extend the period of such offers, including any withdrawal rights, to the extent required by law and as we determine necessary. An extension of the early delivery time or applicable expiration date will not affect a holder's withdrawal rights, unless otherwise provided or as required by applicable law.

Conditions to the Offers

Notwithstanding any other provisions of the offers, we will not be required to accept for exchange, or to exchange, old notes validly tendered (and not validly withdrawn) pursuant to any offer, and may terminate, amend or extend any offer or delay or refrain from accepting for exchange, or exchanging, the old notes or transferring any offer consideration to the applicable trustees (or persons performing a similar function), if any of the following shall occur:

- the ResCap Offering shall not have been completed;

- the amount of old notes to be exchanged pursuant to the offers is, in GMAC's judgment, insufficient to provide GMAC with a sufficient amount of capital in connection with the offers, whether or not such amount of capital would be sufficient to satisfy the requirements of the BHC Act or any other applicable regulations;

- there shall have been instituted or threatened or be pending any action, proceeding or investigation (whether formal or informal), or there shall have been any material adverse development to any action or proceeding currently instituted, threatened or pending, before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the offers that, in our sole judgment, either (a) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), income, assets, liabilities or prospects, (b) would or might prohibit, prevent, restrict or delay consummation of any offer or (c) would materially impair the contemplated benefits of any offer to us or be material to holders in deciding whether to accept an offer;

- an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in our sole judgment, either (a) would or might prohibit, prevent, restrict or delay consummation of any offer or (b) is, or is reasonably likely to be, materially adverse to our business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects;

- there shall have occurred or be likely to occur any event or condition affecting our or our affiliates' business or financial affairs and our subsidiaries that, in our sole judgment, would or might result in any of the consequences referred to in the third bullet above;

- the applicable trustees (or persons performing a similar function) shall have objected in any respect to or taken action that could, in our sole judgment, adversely affect the consummation of any offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by us in the making of any offer or the acceptance of, or payment for, some or all of the applicable series of old notes pursuant to any offer; or

- there has occurred (a) any general suspension of, or limitation on prices for, trading in securities in the securities or financial markets, (b) a material impairment in the trading market for debt securities, (c) a declaration of a banking moratorium or any suspension of payments in respect to banks in the United States or other major financial markets, (d) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in our reasonable judgment, might affect the extension of credit by banks or other lending institutions, (e) a commencement of a war, armed hostilities, terrorist acts or other national or

international calamity directly or indirectly involving the United States or (f) in the case of any of the foregoing existing on the date hereof, a material acceleration or worsening thereof.

In addition, our obligation to transfer any offer consideration is conditioned upon our acceptance of old notes pursuant to the offers.

These conditions are for our benefit and may be asserted by us or may be waived by us, including any action or inaction by us giving rise to any condition, in whole or in part, at any time and from time to time, in our sole discretion. In addition, we have the right to terminate or withdraw any of the offers at any time and for any reason, including, without limitation, if any of the foregoing conditions are not satisfied. Under each offer, if any of these events occur, subject to the termination rights described above, we may (i) return old notes tendered thereunder to you, (ii) extend such offer and retain all old notes tendered thereunder until the expiration of such extended offer or (iii) amend such offer in any respect by giving oral or written notice of such amendment to the Exchange Agent and making public disclosure of such amendment to the extent required by law.

We have not made a decision as to what circumstances would lead us to waive any such condition, and any such waiver would depend on circumstances prevailing at the time of such waiver. Although we have no present plans or arrangements to do so, we reserve the right to amend, at any time, the terms of any offer. We will give eligible holders notice of such amendments as may be required by applicable law.

DESCRIPTION OF AMENDED AND RESTATED GMAC LLC OPERATING AGREEMENT

Amended and Restated Limited Liability Company Operating Agreement

GMAC and the holders of its equity interests (the "Members") are parties to an Amended and Restated Limited Liability Company Operating Agreement, dated as of November 30, 2006 as subsequently amended (the "LLC Agreement"). The LLC Agreement is GMAC's primary operating document and contains the understandings and agreements of the Members regarding the governance and operations of GMAC. The following summary of the LLC Agreement does not purport to be complete and does not reflect the amendment to the LLC Agreement necessary to issue preferred membership interests of GMAC in connection with the issuance of the new preferred stock and any preferred stock issued pursuant to the Capital Purchase Program. See "Description of New Preferred Stock" which contains certain terms to be included in an amended and restated limited liability company agreement of GMAC, and is qualified in its entirety by reference to the LLC Agreement, including the definitions therein of certain terms used below, a copy of which has been filed as an exhibit to GMAC's Current Report on Form 8-K, dated November 30, 2006.

Pursuant to the LLC Agreement, GMAC's board of managers (the "Board") has 13 members — six appointed by FIM Holdings, four appointed by GM, and three independent members, two of whom are appointed by FIM Holdings and one by GM. The Chief Executive Officer and Chief Financial Officer of GMAC are appointed by a majority of the managers appointed by FIM Holdings following discussion with the managers appointed by GM. The managers appointed by GM have the right to object to the appointment of any individual if such managers reasonably believe that such individual is not properly qualified, in which case the managers appointed by FIM Holdings will propose another individual. The President, Auto Finance of GMAC is jointly appointed by FIM Holdings and GM. All other officers of GMAC are appointed by the Board.

The LLC Agreement requires GMAC to make certain distributions to the Members. Unless the Board suspends (with the consent of FIM Holdings and GM) the payment of the accrued yield of GMAC's preferred equity interests with respect to any one or more fiscal quarters, distributions of such accrued yield for the immediately preceding quarter are to be distributed to the holders of GMAC's preferred equity interests on a pro rata basis, provided that the Board may reduce such distributions to the extent required to prevent the fall of capital below the required minimum amount. In addition, unless otherwise agreed by GM and FIM Holdings or required to avoid a reduction of the equity capital of GMAC below the required minimum amount or if the accrued yield of GMAC's preferred equity interests for any fiscal quarter is not fully paid to the holders of GMAC's preferred equity interests as described in the second sentence of this paragraph, up to and including December 31, 2008, at least 40%, and, after December 31, 2008, at least 70%, of the excess of (A) the net financial book income of GMAC and its subsidiaries generated in any fiscal quarter, over (B) the amount of yield distributed to the holders of GMAC's preferred equity interests in such fiscal quarter as described in the second sentence of this paragraph, are to be distributed to the holders of GMAC's common equity interests in accordance with the distribution priorities set forth in clauses (iii) and (iv) of the immediately succeeding paragraph. After December 31, 2008 and until December 31, 2011, GMAC will, subject to certain limitations, to the extent distributions exceed 40% of the distributed amount that would have been made to the immediately preceding sentence with respect to approximately 47,813 of the Class A common equity interests beneficially owned by FIM Holdings , issue additional preferred equity interests to FMI Holdings in lieu of cash distributions. Any distribution that would reduce GMAC's equity capital below a certain required capital amount (approximately net book value at November 30, 2006) requires the approval of a majority of the independent managers. Further, any distribution made in an amount greater that the distributions required above are at the discretion of the Board, provided that the approval of at least a majority of the independent managers must be obtained if the distribution will (i) reasonably likely result in a downgrade of the credit rating or any unsecured indebtedness or a negative outlook of the credit rating of GMAC or its material subsidiaries or (ii) may, as determined by the Board, result in a reduction of the equity capital below a certain required capital amount.

Upon the consummation of a sale of GMAC or the dissolution of GMAC, all available cash resulting from such sale of GMAC or from any source during the period of winding up of GMAC will be distributed to (i) first, to the holders of GMAC's preferred equity interests in an amount equal to the quarterly yield amounts for the immediately preceding quarter that were not paid to the holders of GMAC's preferred equity interests pro rata in accordance with the number of GMAC's preferred equity interests held by each holder, (ii) second, to the holders of GMAC's preferred equity interests in an amount equal to the initial capital amount of GMAC's preferred equity interests pro rata in accordance with the number of GMAC's preferred equity interests held by each holder,

(iii) third, to the holders of GMAC's Class A and Class B common equity interests in an amount up to $14,417,647,059 (subject to adjustment to account for distributions) plus a 10% per annum compound rate of return thereon, as adjusted pro rata in accordance with the number of GMAC's common equity interests held by each such holder and (iv) thereafter, to the holders of the Class A and Class B common equity interests and the Class C equity interests, pro rata in accordance with the number of such equity interests held by each such holder.

The LLC Agreement also provides that certain GMAC corporate actions require the consent of GM and FIM Holdings, including, without limitation, (i) a sale of GMAC, (ii) any transfer of GMAC equity interests by FIM Holdings prior to November 30, 2011, (iii) any primary issuance of equity interests that would dilute GM's ownership below certain levels, (iv) significant mergers, consolidations, divestitures and acquisitions and (v) entering into any new material new line of business.

Conversion of Preferred Membership Interests

Effective November 1, 2007, FIM Holdings and GM Finance Co. Holdings LLC ("GM Finance") executed an amendment to the LLC Agreement (the "Amendment") that resulted in certain modifications to GMAC's capital structure. The following summary of the Amendment does not purport to be complete and is qualified in its entirety by reference to the Amendment, a copy of which has been filed as an exhibit to GMAC's Quarterly Report on Form 10-Q, for the quarterly period ended September 30, 2007.

Prior to the Amendment, GMAC had authorized and outstanding 51,000 Class A Membership Interests ("Class A Interests"), all held by FIM Holdings, and 49,000 Class B Membership Interests ("Class B Interests"), all held by GM Finance. The Class A Interests and Class B Interests are collectively referred to as our "Common Equity Interests," and each has equal rights and preferences in GMAC assets. GMAC further had authorized and outstanding 2,110,000 Preferred Membership Interests, 555,000 of which were held by FIM Holdings (the "FIM Preferred Interests"), and 1,555,000 of which were held by GM Preferred Finance Co. Holdings Inc. (the "GM Preferred Interests"). The Amendment resulted in the conversion of 100% of the FIM Preferred Interests into 4,072 additional Class A Membership Interests and the conversion of 533,236 of the GM Preferred Interests into 3,912 additional Class B Membership Interests (collectively, the "Conversions"). Following the Conversions, FIM Holdings continues to hold 51% of GMAC's Common Equity Interests, and GM Finance and GM Preferred Finance Co. Holdings Inc. collectively hold 49% of GMAC's Common Equity Interests. The converted Preferred Interests have been cancelled and are no longer available for issuance. All other terms and conditions related to the Common Equity Interests and the remaining GM Preferred Interests remain unchanged.

The Conversion of GMAC into a Corporation

GMAC is a limited liability company under Delaware law, and we are currently evaluating converting GMAC into a corporation. Conversion of GMAC into a corporation would expand GMAC's ability to raise additional capital in the future, including, for example, by allowing GMAC to offer shares of common or preferred stock in a public offering. In addition, converting into a corporation may facilitate our participation in the Capital Purchase Program, although the U.S. Treasury may allow us to maintain our limited liability company status. We are currently evaluating the timing of a corporate conversion and the means by which GMAC would become a corporation, and we are unlikely to announce definitive plans prior to the closing of the offers. A corporate conversion may be effected through a variety of means, including, for example: the direct conversion of GMAC into a corporation through a statutory conversion; the creation of a holding company above GMAC and the exchange of substantially all of GMAC's outstanding equity interests for equity interests of such holding company; the acquisition by Blocker Sub of substantially all of GMAC's outstanding equity interests in exchange for stock of Blocker Sub; and the merger of GMAC with and into Blocker Sub. As part of a corporate conversion or subsequent to any such conversion, one or more special purpose vehicles that currently own an indirect interest in GMAC through FIM Holdings or other direct or indirect owners of GMAC may also merge into GMAC.

After a corporate conversion, holders of GMAC common stock, preferred stock and notes may have different rights as holders of interests in a corporation than as holders of interests in a limited liability company. In addition, while GMAC is presently a partnership for income tax purposes and therefore not generally subject to U.S. federal and state corporate income taxes, although GMAC intends (subject to board approval) to make tax distributions to its members. After the conversion GMAC would be subject to such entity-level taxes. In addition, in the event of a corporate conversion, GMAC would be required to restore its deferred tax assets and liabilities to its

books. The result is expected to be a net deferred tax liability that could be up to approximately $2 billion. The amount of the deferred tax liability would reduce GMAC's capital by the amount restored to GMAC's books upon the corporate conversion.

In accordance with our LLC Agreement, in order to effectuate a corporate conversion pursuant to which GMAC is no longer a partnership or a disregarded entity for federal income tax purposes, we would need the prior written consent of (i) for so long as each of FIM Holdings and certain of its permitted transferees (the "FIM Holders") and GM and certain of its permitted transferees (the "GM Holders") hold in excess of 20% of the combined voting power of our Class A and Class B Membership Interests (the "Voting Power"), the holders of a majority of the Class A Membership Interests held by the FIM Holders and the holders of a majority of the Class B Membership Interests held by the GM Holders, voting separately, (ii) at any time when the FIM Holders hold in excess of 20% of the Voting Power and the GM Holders do not hold in excess of 20% of the Voting Power, the holders of a majority of the Class A Membership Interests held by the FIM Holders and (iii) at any time that the GM Holders hold in excess of 20% of the Voting Power and the FIM Holders do not hold in excess of 20% of the Voting Power, the holders of a majority of the Class B Membership Interests held by the GM Holders. As of the date hereof, 2008, the FIM Holders held 51% of the Voting Power and the GM Holders held 49% of the Voting Power.

There can be no assurances as to when or if we will be successful with respect to our application to become a bank holding company under the BHC Act or when or if we will become eligible for the Capital Purchase Program or, if successful, exactly what the structure of the U.S. Treasury investment will be or when or if an effective corporate conversion will occur. The corporate conversion is not a condition to the offers.

DESCRIPTION OF CAPITAL STOCK OF BLOCKER SUB

As of the date of this offering memorandum, the authorized capital stock of Blocker Sub consists of 5,000,000 shares of common stock, par value $0.01 per share and 5,000,000 shares of preferred stock, par value $0.01 per share.

Preferred Stock

Shares of preferred stock may be issued from time to time in one or more series. The Board of Directors of Blocker Sub is authorized to fix the voting rights, if any, designations, powers, preferences and the relative, participation, optional or other rights, if any, and the qualifications, limitations or restrictions thereof, of any unissued series of preferred stock; and to fix the number of shares constituting such series, and to increase or decrease the number of shares of any such series (but not below the number of shares thereof then outstanding).

See "Description of the New Preferred Stock" for more information concerning the new preferred stock of Blocker Sub.

Common Stock

Holders of common stock are entitled to receive dividends out of any funds legally available for that purpose as and if declared by the Board of Directors of Blocker Sub, subject to the prior dividend rights of preferred stock. GMAC currently holds all of the outstanding common stock of Blocker Sub.

Except as otherwise provided by law, or by the resolution or resolutions adopted by the Board of Directors of Blocker Sub designating the rights, powers and preferences of any series of preferred stock, the common stock has the exclusive right to vote for the election of directors and for all other purposes. Each share of common stock shall have one vote, and the common stock shall vote together as a single class.

DESCRIPTION OF NEW GUARANTEED NOTES

General

This description of notes relates to the several series of Senior Guaranteed Notes of GMAC (the "new guaranteed notes") being exchanged for outstanding notes of GMAC with the same coupon and maturity (the "old notes"). We will issue each series of new guaranteed notes under the indenture dated as of July 1, 1982 (as amended by the first supplemental indenture dated as of April 1, 1986, the second supplemental indenture dated as of June 15, 1987, the third supplemental indenture dated as of September 30, 1996, the fourth supplemental indenture dated as of January 1, 1998, and the fifth supplemental indenture dated as of September 30, 1998, and together with such supplemental indentures, the "Indenture") among GMAC and The Bank of New York Mellon (successor to Morgan Guaranty Trust Company of New York), as trustee (the "Trustee"). Each series of new guaranteed notes will constitute a separate series of notes under such Indenture. Those terms of each series of new guaranteed notes that differ from or that are in addition to the terms of the Indenture will be set forth in the resolution or resolutions of the board of directors of GMAC authorizing the issuance of such series of new guaranteed notes. For purposes of amending or modifying the Indenture, the holders of each series of new guaranteed notes will generally vote as a single class with the holders of debt securities of all other series at the time outstanding under the Indenture (together with the new guaranteed notes, the "Debt Securities"). As of September 30, 2008, GMAC had $27.7 billion aggregate principal amount of Debt Securities outstanding under the Indenture.

In this description, references to "GMAC," "we," "our," "ours," and "us" refer only to GMAC LLC and not to any of its direct or indirect subsidiaries or affiliates, except as otherwise indicated.

The following description is a summary of certain provisions of the Indenture, the new guaranteed notes, and the Guarantee Agreement (as defined below). It does not restate the Indenture, the new guaranteed notes, or the Guarantee Agreement in their entirety and is qualified in its entirety by reference to such documents. You may request copies of the Indenture at our address set forth under "Incorporation by Reference; Additional Information."

The new guaranteed notes will be issued only in fully registered book-entry form without coupons only in minimum denominations of $2,000 principal amount and integral multiples of $1,000 above that amount. The new guaranteed notes will be issued in the form of global notes. Global notes will be registered in the name of a nominee of The Depository Trust Company, New York, New York, as described under "Book-Entry, Delivery and Form."

Principal Amount; Maturity and Interest

Each series of new guaranteed notes will initially be limited to up to the aggregate principal amount of the series of old notes it is being exchanged for (times the applicable new securities exchange ratio) and will mature on the same date as such series of old notes matures.

Each series of new guaranteed notes will be denominated in U.S. dollars and all payments of principal and interest thereon will be paid in U.S. dollars.

Each series of new guaranteed notes will bear interest at a rate per annum equal to the interest rate per annum borne by the series of old notes it is being exchanged for. Interest on the new guaranteed notes will accrue from the date the new guaranteed notes are issued (the "Issue Date") or from the most recent interest payment date (whether or not such interest payment date was a business day) to which interest has been paid or provided for to but excluding the relevant interest payment date. We will pay interest on each series of new guaranteed notes at maturity and on each date that interest is currently paid to the persons in whose name the new guaranteed notes are registered at the close of business on the date that is one calendar day immediately preceding such interest payment date. Interest on the new guaranteed notes will be computed on the basis of a 360-day year of twelve 30-day months.

If an interest payment date for any series of new guaranteed notes falls on a day that is not a business day, the interest payment will be postponed to the next succeeding business day, with the same force and effect as if made on the date such payment was due, and no interest will accrue as a result of such delay.

Note Guarantees

Each of GMAC Latin America Holdings LLC, GMAC International Holdings Coöperatief U.A., GMAC Continental LLC, IB Finance Holding Company LLC ("IB Finance") and GMAC US LLC (each a subsidiary of GMAC and each a "note guarantor") will, pursuant to a guarantee agreement to be dated as of the Issue Date (the "Guarantee Agreement") among GMAC, each note guarantor and the Trustee, jointly and severally, irrevocably and unconditionally guarantee (the "note guarantees") on a senior basis the performance and punctual payment when due, whether at maturity, by acceleration or otherwise, all payment obligations of GMAC in respect of the new guaranteed notes (pursuant to the terms thereof and of the Indenture), whether for payment of (w) principal of, or premium, if any, interest or additional interest on the new guaranteed notes, (x) expenses, (y) indemnification or (z) otherwise (all such obligations guaranteed by such note guarantors being herein called the "guaranteed obligations").

Each note guarantee will be limited to an amount not to exceed the maximum amount that can be guaranteed by the applicable note guarantor without rendering the note guarantee, as it relates to such note guarantor, voidable under applicable law relating to fraudulent conveyance or fraudulent transfer or similar laws affecting the rights of creditors generally. See "Risk Factors—Risks to Holders of New Securities Issued in the Offers—Risks Relating to the New Securities."

Each note guarantee will be a continuing guarantee and shall:

(1) subject to the next succeeding paragraph, remain in full force and effect until payment in full of all the guaranteed obligations;

(2) subject to the next succeeding paragraph, be binding upon each such note guarantor and its successors; and

(3) inure to the benefit of and be enforceable by the Trustee and the holders of the new guaranteed notes and their successors, transferees and assigns.

A note guarantee of a note guarantor will be automatically released upon:

(1) the sale, disposition or other transfer (including through merger or consolidation) of a majority of the equity interests (including any sale, disposition or other transfer following which the applicable note guarantor is no longer a subsidiary of GMAC), of the applicable note guarantor if such sale, disposition or other transfer is made in compliance with the Indenture; or

(2) the discharge of GMAC's obligations in respect of each series of new guaranteed notes in accordance with the terms of the Indenture and such series of new guaranteed notes.

Not all of our subsidiaries will guarantee the new guaranteed notes. The new guaranteed notes will be effectively subordinated in right of payment to all debt and other liabilities (including trade payables and lease obligations) of subsidiaries that do not provide note guarantees.

Ranking

The new guaranteed notes will be equal in right of payment with all existing and future unsubordinated unsecured indebtedness of GMAC, including all Debt Securities, and senior in right of payment to existing and future subordinated indebtedness of GMAC. The new guaranteed notes will be effectively subordinated to any secured indebtedness of GMAC to the extent of the value of the assets securing such debt. As of September 30, 2008, GMAC on a consolidated basis had approximately $88.0 billion of secured debt outstanding.

The new guaranteed notes will be structurally subordinated to all of the existing and future indebtedness and other liabilities of subsidiaries of GMAC that do not provide note guarantees to the extent of the value of the assets of such subsidiaries. As of September 30, 2008, GMAC LLC on a stand alone basis had approximately $63.2

billion of liabilities outstanding and approximately $82.6 billion total assets. The remaining assets of consolidated GMAC are held by subsidiaries.

Each note guarantee will be equal in right of payment with all existing and future unsubordinated unsecured indebtedness of the applicable note guarantor, and senior in right of payment to existing and future subordinated indebtedness of such note guarantor, if any. Each note guarantee will be effectively subordinated to any secured indebtedness of such note guarantor to the extent of the value of the assets securing such debt and will be structurally subordinated to all of the existing and future indebtedness and other liabilities of any non-guarantor subsidiaries of such note guarantor. As of September 30, 2008, on an aggregate basis, the note guarantors had total assets of approximately $72.8 billion, or 34.45% of the total assets of GMAC on a consolidated basis, and approximately $35.5 billion in third-party debt and $9.9 billion in debt with GMAC or other affiliates.

Optional Redemption

Each series of new guaranteed notes will have the same redemption provisions as the applicable series of old notes being exchanged therefor. Certain of the old notes are redeemable by the issuer prior to maturity upon the occurrence of certain tax events, and one series of old notes is redeemable by the issuer at any time at par.

Registration Rights

Holders of the new guaranteed notes will have registration rights pursuant to the terms of a Registration Rights Agreement, as described under "Exchange Offer; Registration Rights For the New Notes."

Certain Covenants

Limitation on Liens

The Indenture provides that, so long as any series of new guaranteed notes remains outstanding, GMAC will not pledge or otherwise subject to any lien any of its property or assets unless the new guaranteed notes are secured by such pledge or lien equally and ratably with any and all other obligations and indebtedness secured thereby so long as any such other obligations and indebtedness shall be so secured. This covenant does not apply to:

- the pledge of any assets to secure any financing by GMAC of the exporting of goods to or between, or the marketing thereof in, foreign countries (other than Canada), in connection with which GMAC reserves the right, in accordance with customary and established banking practice, to deposit, or otherwise subject to a lien, cash, securities or receivables, for the purpose of securing banking accommodations or as the basis for the issuance of bankers' acceptances or in aid of other similar borrowing arrangements;

- the pledge of receivables payable in foreign currencies (other than Canadian dollars) to secure borrowings in foreign countries (other than Canada);

- any deposit of assets of GMAC with any surety company or clerk of any court, or in escrow, as collateral in connection with, or in lieu of, any bond on appeal by GMAC from any judgment or decree against it, or in connection with other proceedings in actions at law or in equity by or against GMAC;

- any lien or charge on any property, tangible or intangible, real or personal, existing at the time of acquisition of such property (including acquisition through merger or consolidation) or given to secure the payment of all or any part of the purchase price thereof or to secure any indebtedness incurred prior to, at the time of, or within 60 days after, the acquisition thereof for the purpose of financing all or any part of the purchase price thereof; and

- any extension, renewal or replacement (or successive extensions, renewals or replacements), in whole or in part, of any lien, charge or pledge referred to in the foregoing four clauses of this

paragraph; provided, however, that the amount of any and all obligations and indebtedness secured thereby shall not exceed the amount thereof so secured immediately prior to the time of such extension, renewal or replacement and that such extension, renewal or replacement shall be limited to all or a part of the property which secured the charge or lien so extended, renewed or replaced (plus improvements on such property).

Merger and Consolidation

The Indenture provides that we will not merge or consolidate with another corporation or sell or convey all or substantially all of our assets to another person, firm or corporation unless either we are the continuing corporation or the new corporation shall expressly assume the interest and principal (and premium, if any) due under the Debt Securities. In either case, the Indenture provides that neither we nor a successor corporation may be in default of performance immediately after such merger or consolidation or sale or conveyance. Additionally, the Indenture provides that in the case of any such merger or consolidation or sale or conveyance, the successor corporation may continue to issue securities under the Indenture.

The Guarantee Agreement will provide that no note guarantor will merge or consolidate with another corporation or sell or convey all or substantially all of its assets to another person, firm or corporation unless either it is the continuing corporation or the new corporation shall expressly assume the obligation to serve as a note guarantor of GMAC's obligations under the new guaranteed notes. In either case, the Guarantee Agreement will provide that neither the note guarantor nor any successor corporation may be in default of performance immediately after such merger or consolidation or sale or conveyance.

SEC Reports and Reports to Holders

GMAC will be required to file with the Trustee within fifteen days after GMAC is required to file the same with the Securities and Exchange Commission (the "SEC"), copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) which GMAC may be required to file with the SEC pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); or, if GMAC is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the SEC, in accordance with the rules and regulations prescribed from time to time by the SEC, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 133 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations. In addition, GMAC will be required to file with the Trustee and the SEC, in accordance with the rules and regulations prescribed from time to time by the SEC, such additional information, documents and reports with respect to compliance by GMAC with the conditions and covenants provided for in the Indenture as may be required from time to time by such rules and regulations. GMAC has also agreed that, for so long as any new subordinated notes remain outstanding during any period when it is not subject to Section 13 or 15(d) of the Exchange Act, or otherwise permitted to furnish the SEC with certain information pursuant to Rule 12g3-2(b) of the Exchange Act, it will furnish to the holders of the new subordinated notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act of 1933, as amended.

Limitation on Sale of Equity Interests of Note Guarantors

GMAC will not be permitted to sell, dispose of or otherwise transfer any of the equity interests of any note guarantor held by GMAC in a transaction following which GMAC ceases to own a majority of the equity interests of such note guarantor (a "note guarantor equity sale") unless the net cash proceeds of such note guarantor equity sale (the "sale proceeds") are used within 180 days following the receipt by GMAC of such net cash proceeds from such note guarantor equity sale to make an investment in one or more note guarantors, including any subsidiary of GMAC that becomes a note guarantor.

Modification of the Indenture

The Indenture contains provisions permitting us and the Trustee to modify or amend the Indenture or any supplemental indenture or the rights of the holders of the Debt Securities issued, with the consent of the holders of not less than 66-2/3% in aggregate principal amount of the Debt Securities which are affected by such modification or amendment, voting as one class, provided that, without the consent of the holder of each Debt Security so affected, no such modification shall:

- extend the fixed maturity of any Debt Securities, or reduce the principal amount thereof, or premium, if any, or reduce the rate or extend the time of payment of interest thereon, without the consent of the holder of each Debt Security so affected; or

- reduce the aforesaid percentage of Debt Securities, the consent of the holders of which is required for any such modification, without the consent of the holders of all Debt Securities then outstanding under the Indenture.

The Indenture contains provisions permitting us and the Trustee to enter into indentures supplemental to the Indenture, without the consent of the holders of the Debt Securities at the time outstanding, for one or more of the following purposes:

- to evidence the succession of another corporation to us, or successive successions, and the assumption by any successor corporation of certain covenants, agreements and obligations;

- to add to our covenants such further covenants, restrictions, conditions or provisions as our Board of Directors and the Trustee shall consider to be for the protection of the holders of Debt Securities;

- to permit or facilitate the issuance of Debt Securities in coupon form, registrable or not registrable as to principal, and to provide for exchangeability of such securities with securities issued thereunder in fully registered form;

- to cure any ambiguity or to correct or supplement any provision contained therein or in any supplemental indenture which may be defective or inconsistent with any other provision contained therein or in any supplemental indenture; to convey, transfer, assign, mortgage or pledge any property to or with the Trustee; or to make such other provisions in regard to matters or questions arising under the Indenture as shall not adversely affect the interests of the holders of any Debt Securities; or

- to evidence and provide for the acceptance and appointment by a successor trustee.

Notwithstanding the foregoing, holders of the new guaranteed notes shall vote as a separate class on all matters relating to the note guarantees and the holders of other Debt Securities shall not have any voting rights with respect to such matters. The Guarantee Agreement will contain provisions:

- permitting us and the Trustee to modify or amend the Guarantee Agreement with the consent of the holders of not less than a majority in aggregate principal amount of the new guaranteed notes provided that, without the consent of the holder of each new guaranteed note, no such modification shall, except as expressly permitted, modify the note guarantees in any way adverse to the holders of the new guaranteed notes; and

- permitting us and the Trustee without the consent of the holders of the new guaranteed notes to (i) enter into modifications or amendments to the Guarantee Agreement to add note guarantors, (ii) provide for the assumption by a successor guarantor of the obligations under the Guarantee

Agreement, and (iii) release any note guarantee in accordance with the terms of the Indenture and the Guarantee Agreement.

Events of Default

An event of default with respect to each series of new guaranteed notes is defined in the Indenture as being (the "Indenture Events of Default"):

- default in payment of any principal or premium, if any;
- default for 30 days in payment of any interest;
- default in the performance of any other covenant in the Indenture or the new guaranteed notes for 30 days after notice by the Trustee or holders of at least 25% in aggregate principal amount of Debt Securities at the time outstanding; or
- certain events of bankruptcy, insolvency or reorganization;

Furthermore, an event of default (the "Guarantee Event of Default," and a Guarantee Event of Default or any Indenture Event of Default, an "Event of Default") shall have occurred if at any time any note guarantee of any note guarantor (a) ceases to be in full force and effect (other than in accordance with the terms of such note guarantee and the Indenture), (b) is declared null and void and unenforceable or found to be invalid or (c) any note guarantor asserts in writing that its note guarantee is not in effect or is not its legal, valid or binding obligation (other than by reason of release of a note guarantor from its note guarantee in accordance with the terms of the applicable Indenture and the note guarantee).

In case any of the first, second or third Indenture Events of Default above, or the Guarantee Event of Default, shall occur and be continuing with respect to any series of the new guaranteed notes, the Trustee or the holders of not less than 25% in aggregate principal amount of the Debt Securities affected thereby then outstanding may declare the principal amount of all of the Debt Securities affected thereby to be due and payable. In case an event of default as set out in the fourth Indenture Event of Default above shall occur and be continuing, the Trustee or the holders of not less than 25% in aggregate principal amount of all the Debt Securities then outstanding, voting as one class, may declare the principal of all outstanding Debt Securities to be due and payable. Any Event of Default with respect to a series of new guaranteed notes may be waived and a declaration of acceleration of payment rescinded by the holders of a majority in aggregate principal amount of such series of new guaranteed notes, or of all the outstanding Debt Securities, as the case may be, if sums sufficient to pay all amounts due other than amounts due upon acceleration are provided to the Trustee and all defaults are remedied. For such purposes, if the principal of all series of Debt Securities shall have been declared to be payable, all series will be treated as a single class. We are required to file with the Trustee annually an officers' certificate as to the absence of certain defaults under the terms of the Indenture. The Indenture provides that the Trustee may withhold notice to the securityholders of any default, except in payment of principal, premium, if any, or interest, if it considers it in the interest of the securityholders to do so.

Subject to the provisions of the Indenture relating to the duties of the Trustee in case an Event of Default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the securityholders, unless such securityholders shall have offered to the Trustee reasonable indemnity satisfactory to it.

Subject to such provisions for the indemnification of the Trustee and to certain other limitations, the holders of a majority in principal amount of the Debt Securities shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee.

Further Issues

We may from time to time, without notice to or the consent of the registered holders of any series of new guaranteed notes, create and issue further notes ranking equally with the new guaranteed notes offered by this offering memorandum in all respects, or in all respects except for the payment of interest accruing prior to the issue date of such further notes or except, in some cases, for the first payment of interest following the issue date of such further notes. Such further notes may be consolidated and form a single series with a series of new guaranteed notes offered by this offering memorandum and have the same terms as to status, redemption or otherwise as such series of new guaranteed notes offered by this offering memorandum.

Concerning the Trustee

The Trustee will be designated by GMAC as the initial paying agent, transfer agent and registrar to the new guaranteed notes. The Corporate Trust Office of the Trustee is currently located at 101 Barclay Street, Floor 8W, New York, N.Y. 10286, U.S.A., Attention: Corporate Trust Administration.

The Indenture provides that the Trustee, prior to the occurrence of an Event of Default and after the curing of all such Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. If any such Event of Default has occurred (which has not been cured), the Trustee will use the same degree of care and skill in its exercise of the rights and powers vested in it by the Indenture as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The Indenture also provides that the Trustee or any agent of GMAC or the Trustee, in their individual or any other capacity, may become the owner or pledgee of new guaranteed notes with the same rights it would have if it were not the Trustee provided, however, that all moneys received by the Trustee or any paying agent shall, until used or applied as provided in the Indenture, be held in trust thereunder for the purposes for which they were received and need not be segregated from other funds except to the extent required by law.

Governing Law and Consent to Jurisdiction

The Indenture is and the new guaranteed notes will be governed by and will be construed in accordance with the laws of the State of New York.

DESCRIPTION OF NEW SUBORDINATED NOTES

General

This description of notes relates to the 8.00% Subordinated Notes due 2018 of GMAC (the "new subordinated notes"). In connection with the offers and the ResCap Offering, we will issue the new subordinated notes under an indenture to be dated as of the date of issuance of the new subordinated notes (the "Indenture") among GMAC and The Bank of New York Mellon, as trustee (the "Trustee"). For purposes of amending or modifying the Indenture, the holders of the new subordinated notes will generally vote as a single class with the holders of debt securities of all other series at the time outstanding under the Indenture (together with the new subordinated notes, the "Debt Securities").

In this description, references to "GMAC," "we," "our," "ours," and "us" refer only to GMAC LLC and not to any of its direct or indirect subsidiaries or affiliates, except as otherwise indicated.

The following description is a summary of certain provisions of the Indenture and the new subordinated notes. It does not restate the Indenture or the new subordinated notes in their entirety and is qualified in its entirety by reference to the Indenture and the new subordinated notes.

The new subordinated notes will be issued only in fully registered book-entry form without coupons only in minimum denominations of $2,000 principal amount and integral multiples of $1,000 above that amount. The new subordinated notes will be issued in the form of global notes. Global notes will be registered in the name of a nominee of The Depository Trust Company, New York, New York, as described under "Book-Entry, Delivery and Form."

The new subordinated notes will be unsecured, subordinated obligations of GMAC. The new subordinated notes will not be subject to redemption at GMAC's option at any time prior to maturity. There is no sinking fund for the new subordinated notes. The new subordinated notes are not savings or deposit accounts or other obligations of any bank and are not insured or guaranteed by the Federal Deposit Insurance Corporation or any other governmental agency.

Principal Amount; Maturity and Interest

The new subordinated notes will mature on December 31, 2018.

The new subordinated notes will bear interest at a rate of 8.00% per annum. Interest on the new subordinated notes will accrue from the date the new subordinated notes are issued or from the most recent interest payment date (whether or not such interest payment date was a business day) to which interest has been paid or provided for to but excluding the relevant interest payment date. We will pay interest on the new subordinated notes at maturity and semi-annually on June 30 and December 31 of each year, beginning on June 30, 2009, to the persons in whose name the new subordinated notes are registered at the close of business on the date that is one calendar day immediately preceding such interest payment date. Interest on the new subordinated notes will be computed on the basis of a 360-day year of twelve 30-day months.

If an interest payment date for the new subordinated notes falls on a day that is not a business day, the interest payment will be postponed to the next succeeding business day, with the same force and effect as if made on the date such payment was due, and no interest will accrue as a result of such delay.

Ranking

The new subordinated notes will be our unsecured obligations and will be subordinate in right of payment to all existing and future Senior Indebtedness (as defined below) of GMAC.

The new subordinated notes will be effectively subordinated to any secured indebtedness of GMAC to the extent of the value of the assets securing such debt. As of September 30, 2008, GMAC had no secured indebtedness outstanding.

Because the subordination provisions in various series of subordinated debt securities that may, in the future, be issued by GMAC, the holders of the new subordinated notes may receive less, ratably, than holders of some of our other series of subordinated debt securities.

The new subordinated notes will be structurally subordinated to all of the liabilities of subsidiaries of GMAC to the extent of the value of the assets of such subsidiaries. As of September 30, 2008, GMAC LLC as a stand alone entity had total assets and liabilities of $82.6 billion and $63.2 billion, respectively. The remaining assets and liabilities of consolidated GMAC are held by subsidiaries.

Subordination of the New Subordinated Notes

The obligation of GMAC to make payments of principal and interest on the new subordinated notes will be subordinate and junior in right of payment to all of its Senior Indebtedness. The indenture will not restrict GMAC in any way now or in the future from incurring Senior Indebtedness or indebtedness that would be *pari passu* with or subordinate to the new subordinated notes.

"Senior Indebtedness" means:

- all of GMAC's indebtedness (including indebtedness of others guaranteed by GMAC), whether outstanding on the date of the Indenture or thereafter created, incurred or assumed, which is
    - for money borrowed, or
    - evidenced by a note or similar instrument given in connection with the acquisition of any businesses, properties or assets of any kind,
- any obligation incurred or assumed, which is
    - GMAC's obligation under direct credit substitutes (as defined in Appendix A of Section 225 of Title 12 of the Code of Federal Regulations),
    - an obligation of, or any such obligation directly or indirectly guaranteed by, GMAC for purchased money or funds,
    - a deferred obligation of, or any such obligation directly or indirectly guaranteed by, GMAC incurred in connection with the acquisition of any business, properties or assets not evidenced by a note or similar instrument given in connection therewith, or
    - GMAC's obligation to make payment pursuant to the terms of financial instruments such as (A) securities contracts and foreign currency exchange contracts, (B) derivative instruments, such as swap agreements (including interest rate and foreign exchange rate swap agreements), cap agreements, floor agreements, collar agreements, interest rate agreements, foreign exchange rate agreements, options, commodity futures contracts and commodity options contracts and (C) financial instruments similar to those set forth in (A) or (B) above, and
- any amendments, renewals, extensions or modifications of any such indebtedness or obligation,

unless in any case in the instrument creating or evidencing any such indebtedness or obligation or pursuant to which the same is outstanding it is provided that such indebtedness or obligation is not superior in right of payment to the new subordinated notes or is to rank pari passu with or subordinate to the new subordinated notes.

If the new subordinated notes are accelerated, all holders of Senior Indebtedness will be entitled to receive payment in full of all amounts due before the holders of new subordinated notes will be entitled to receive any payments on their new subordinated notes. In addition, in the event of and during the continuation of any default in any payment on any Senior Indebtedness beyond any applicable grace period, or in the event that any event of default with respect to any Senior Indebtedness permits the acceleration of the maturity of that Senior Indebtedness, or if any judicial proceeding is pending with respect to the default in payment or event of default of such Senior Indebtedness, GMAC will not make any payment on the new subordinated notes until the default in payment or event of default has been cured or waived and the acceleration rescinded or annulled.

Upon any payment or distribution of assets to creditors in case of GMAC's liquidation, dissolution, winding up, reorganization, assignment for the benefit of creditors or any bankruptcy, insolvency, or similar proceedings, all holders of Senior Indebtedness will be entitled to receive payment in full of all amounts due before the holders of new subordinated notes will be entitled to receive any payment on their new subordinated notes.

Optional Redemption

The new subordinated notes will not be redeemable at any time prior to maturity.

Registration Rights

Holders of the new subordinated notes will have registration rights pursuant to the terms of a Registration Rights Agreement, as described under "Exchange Offer; Registration Rights For the New Notes."

Certain Covenants

Merger and Consolidation

The Indenture will provide that we will not merge or consolidate with another corporation or sell or convey all or substantially all of our assets to another person, firm or corporation unless either we are the continuing corporation or the new corporation shall expressly assume the interest and principal (and premium, if any) due under the Debt Securities. In either case, the Indenture provides that neither we nor a successor corporation may be in default of performance immediately after a merger or consolidation or sale or conveyance. Additionally, the Indenture will provide that in the case of any such merger or consolidation or sale or conveyance, the successor corporation may continue to issue securities under the Indenture.

SEC Reports and Reports to Holders

GMAC will be required to file with the Trustee within fifteen days after GMAC is required to file the same with the Securities and Exchange Commission (the "SEC"), copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) which GMAC may be required to file with the SEC pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 (the "Exchange Act"); or, if GMAC is not required to file information, documents or reports pursuant to either of such sections, then to file with the Trustee and the SEC, in accordance with the rules and regulations prescribed from time to time by the SEC, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 133 of the Exchange Act in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations. In addition, GMAC will be required to file with the Trustee and the SEC, in accordance with the rules and regulations prescribed from time to time by the SEC, such additional information, documents and reports with respect to compliance by GMAC with the conditions and covenants provided for in the Indenture as may be required from time to time by such rules and regulations. GMAC has also agreed that, for so long as any new subordinated notes remain outstanding during any period when it is not subject to Section 13 or 15(d) of the

Exchange Act, or otherwise permitted to furnish the SEC with certain information pursuant to Rule 12g3-2(b) of the Exchange Act, it will furnish to the holders of the new subordinated notes and to prospective investors, upon their request, the information required to be delivered pursuant to Rule 144A(d)(4) under the Securities Act of 1933, as amended.

Modification of the Indenture

The Indenture will contain provisions permitting us and the Trustee to modify or amend the Indenture or any supplemental indenture or the rights of the holders of the Debt Securities issued, with the consent of the holders of not less than 66 2/3% in aggregate principal amount of the Debt Securities which are affected by such modification or amendment, voting as one class, provided that, without the consent of the holder of each Debt Security so affected, no such modification shall:

- extend the fixed maturity of any Debt Security, or reduce the principal amount thereof, or premium, if any, or reduce the rate or extend the time of payment of interest thereon, without the consent of the holder of each Debt Security so affected;

- reduce the aforesaid percentage of Debt Securities, the consent of the holders of which is required for any such modification, without the consent of the holders of all Debt Securities then outstanding under the Indenture; or

- make any change in the subordination provisions of the Debt Securities that would adversely affect the holders without the consent of the holder of each Debt Security so affected; or

The Indenture will contain provisions permitting us and the Trustee to enter into indentures supplemental to the Indenture, without the consent of the holders of the Debt Securities at the time outstanding, for one or more of the following purposes:

- to evidence the succession of another corporation to us, or successive successions, and the assumption by any successor corporation of certain covenants, agreements and obligations;

- to permit or facilitate the issuance of Debt Securities in coupon form, registrable or not registrable as to principal, and to provide for exchangeability of such securities with securities issued thereunder in fully registered form;

- to cure any ambiguity or to correct or supplement any provision contained therein or in any supplemental indenture which may be defective or inconsistent with any other provision contained therein or in any supplemental indenture; to convey, transfer, assign, mortgage or pledge any property to or with the Trustee; or to make such other provisions in regard to matters or questions arising under the Indenture as shall not adversely affect the interests of the holders of any Debt Securities; or

- to evidence and provide for the acceptance and appointment by a successor trustee.

Events of Default

An “Event of Default” with respect to the new subordinated notes will be defined in the Indenture as being:

- default in payment of any principal or premium, if any;

- default for 30 days in payment of any interest;

- default in the performance of any other covenant in the Indenture or the new subordinated notes for 30 days after notice by the Trustee or holders of at least 25% in aggregate principal amount of Debt Securities at the time outstanding; or

- certain events of bankruptcy, insolvency or reorganization of GMAC (a "Bankruptcy Event of Default").

In case any Bankruptcy Event of Default shall occur and be continuing with respect to the new subordinated notes, the Trustee or the holders of not less than 25% in aggregate principal amount of all the Debt Securities then outstanding, voting as one class, may declare the principal of all outstanding Debt Securities to be due and payable. Any Event of Default with respect to the new subordinated notes may be waived and, with respect to a Bankruptcy Event of Default, a declaration of acceleration of payment rescinded by the holders of a majority in aggregate principal amount of all of the Debt Securities issued under the Indenture if sums sufficient to pay all amounts due other than amounts due upon acceleration are provided to the Trustee and all defaults are remedied. For such purposes, if the principal of all series of Debt Securities shall have been declared to be payable, all series will be treated as a single class.

If an Event of Default (other than a Bankruptcy Event of Default) occurs and is continuing, the Trustee may demand payment of amounts then due and payable on the affected Debt Securities and, in its discretion, proceed to enforce any obligation of GMAC under the Debt Securities. Upon an Event of Default (other than a Bankruptcy Event of Default), however, the Trustee may not act to accelerate the outstanding principal amount of the Debt Securities.

We will be required to file with the Trustee annually an officers' certificate as to the absence of certain Events of Default under the terms of the Indenture. The Indenture will provide that the Trustee may withhold notice to the securityholders of any Event of Default, except in payment of principal, premium, if any, or interest, if it considers it in the interest of the securityholders to do so.

Subject to the provisions of the Indenture relating to the duties of the Trustee in case an Event of Default shall occur and be continuing, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request, order or direction of any of the securityholders, unless such securityholders shall have offered to the Trustee indemnity reasonably satisfactory to it.

Subject to such provisions for the indemnification of the Trustee and to certain other limitations, the holders of a majority in principal amount of the Debt Securities shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee.

Further Issues

We may from time to time, without notice to or the consent of the registered holders of the new subordinated notes, create and issue further notes ranking equally with the new subordinated notes offered by this offering memorandum in all respects, or in all respects except for the payment of interest accruing prior to the issue date of such further notes or except, in some cases, for the first payment of interest following the issue date of such further notes. Such further notes may be consolidated and form a single series with the new subordinated notes offered by this offering memorandum and have the same terms as to status, redemption or otherwise as the new subordinated notes offered by this offering memorandum.

Concerning the Trustee

The Trustee will be designated by GMAC as the initial paying agent, transfer agent and registrar to the new subordinated notes. The Corporate Trust Office of the Trustee is currently located at 101 Barclay Street, Floor 8W, New York, N.Y. 10286, U.S.A., Attention: Corporate Trust Administration.

The Indenture will provide that the Trustee, prior to the occurrence of an Event of Default and after the curing of any such Event of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. If any such Event of Default has occurred (which has not been cured), the Trustee will use the same degree of care and skill in its exercise of the rights and powers vested in it by the Indenture as a prudent man would exercise or use under the circumstances in the conduct of his own affairs. The

Indenture also will provide that the Trustee or any agent of GMAC or the Trustee, in their individual or any other capacity, may become the owner or pledgee of new subordinated notes with the same rights it would have if it were not the Trustee provided, however, that all moneys received by the Trustee or any paying agent shall, until used or applied as provided in the Indenture, be held in trust thereunder for the purposes for which they were received and need not be segregated from other funds except to the extent required by law.

Governing Law and Consent to Jurisdiction

The Indenture and the new subordinated notes will be governed by and will be construed in accordance with the laws of the State of New York.

BOOK-ENTRY, DELIVERY AND FORM OF NEW NOTES

The new notes are being offered and sold to eligible holders either in reliance on Rule 144A ("Rule 144A Notes") or in offshore transactions in reliance on Regulation S ("Regulation S Notes"). Except as set forth below, new notes will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof. Rule 144A Notes initially will be represented by new notes in registered, global form without interest coupons (collectively, the "Rule 144A Global Notes"). Regulation S Notes initially will be represented by new notes in registered, global form without interest coupons (collectively, the "Regulation S Global Notes" and, together with the Rule 144A Global Notes, the "Global Notes"). The Global Notes will be deposited upon issuance with the trustee, as custodian for DTC, in New York, New York, and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Rule 144A Global Notes may not be exchanged for beneficial interests in the Regulation S Global Notes at any time except in the limited circumstances described below. See "—Exchanges Between Regulation S Notes and Rule 144A Notes."

Except as set forth below, the Global Notes may be transferred, in whole and not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Notes may not be exchanged for new notes in certificated form except in the limited circumstances described below. See "—Exchange of Book-Entry Notes for Certificated Notes." Except in the limited circumstances described below, owners of beneficial interests in the Global Notes will not be entitled to receive physical delivery of Certificated Notes (as defined below).

Rule 144A Notes and Regulation S Notes (including beneficial interests in the Rule 144A Global Notes and Regulation S Global Notes) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under "Offer and Transfer Restrictions." In addition, transfers of beneficial interests in the Global Notes will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Initially, the trustee will act as paying agent and registrar. The new notes may be presented for registration of transfer and exchange at the offices of the registrar.

Certain Procedures

The following description of the operations and procedures of DTC, Euroclear and Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them from time to time. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters.

DTC has advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants").

Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it, ownership of interests in the Global Notes will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interest in the Global Notes).

Investors in the Rule 144A Global Notes or in Regulation S Global Notes may hold their interests therein directly through DTC, if they are Participants in such system, or indirectly through organizations which are Participants in such system. All interests in a Global Note may be subject to the procedures and requirements of DTC.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Note to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants and certain banks, the ability of a person having beneficial interests in a Global Note to pledge such interests to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Notes will not have new notes registered in their names, will not receive physical delivery of new notes in certificated form and will not be considered the registered owners or "holders" thereof under the applicable indenture governing the new notes for any purpose.

Payments in respect of the principal of, premium, if any, and interest on a Global Note registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder under the applicable indenture governing the new notes. Under the terms of the applicable indenture governing the new notes, we and the trustee will treat the persons in whose names the new notes, including the Global Notes, are registered as the owners thereof for the purpose of receiving such payments and for any and all other purposes whatsoever. Consequently, none of us, the trustee or any of our or the trustee's agents has or will have any responsibility or liability for (i) any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Notes, or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Notes or (ii) any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants. DTC has advised us that its current practice, upon receipt of any payment in respect of securities such as the new notes (including principal and interest), is to credit the accounts of the relevant Participants with the payment on the payment date, in amounts proportionate to their respective holdings in the principal amount of beneficial interest in the relevant security as shown on the records of DTC unless DTC has reason to believe it will not receive payment on such payment date. Payments by the Participants and the Indirect Participants to the beneficial owners of new notes will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the trustee or us. Neither we nor the trustee will be liable for any delay by DTC or any of its Participants in identifying the beneficial owners of the new notes, and we and the trustee may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Except for trades involving only Euroclear and Clearstream participants, interests in the Global Notes are expected to be eligible to trade in DTC's Same-Day Funds Settlement System and secondary market trading activity in such interests will, therefore, settle in immediately available funds, subject in all cases to the rules and procedures of DTC and its Participants. See "—Same-Day Settlement and Payment." Subject to the transfer restrictions set forth under "Offer and Transfer Restrictions," transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the new notes described herein, crossmarket transfers between the Participants in DTC, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Note in DTC, and making or receiving payment in accordance with normal procedures for same-day

funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

DTC has advised us that it will take any action permitted to be taken by a holder of new notes only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Notes and only in respect of such portion of the aggregate principal amount of the new notes as to which such Participant or Participants has or have given such direction. However, if there is an event of default under the new notes, DTC reserves the right to exchange the Global Notes for legended new notes in certificated form and to distribute such new notes to its Participants.

DTC is under no obligation to perform or continue to perform the foregoing procedures to facilitate transfers of interests in the Regulation S Global Notes and in the Rule 144A Global Notes among Participants in DTC, and such procedures may be discontinued at any time. Neither we nor the trustee nor any of our or their respective agents will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Book-Entry Notes for Certificated Notes

A Global Note is exchangeable for definitive new notes in registered certificated form ("Certificated Notes") if (i) DTC notifies us that it is unwilling or unable to continue as depositary for the Global Notes and we thereupon fail to appoint a successor depositary within 90 days or (ii) we at any time determine not to have the new notes represented by the Global Notes. In addition, beneficial interests in a Global Note may be exchanged for Certificated Notes upon request, but only upon prior written notice given to the trustee by or on behalf of DTC in accordance with the applicable indenture governing the new notes, and in accordance with the certification requirements set forth in the applicable indenture governing the new notes. In all cases, Certificated Notes delivered in exchange for any Global Note or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Offer and Transfer Restrictions," unless we determine otherwise in compliance with applicable law.

Exchanges Between Regulation S Notes and Rule 144A Notes

Through and including the 40th day after the later of the commencement of the offering and the closing of the offering (such period through and including such 40th day, the "Restricted Period"), beneficial interests in the Regulation S Global Note may be exchanged for beneficial interests in the Rule 144A Global Note only if such exchange occurs in connection with a transfer of the new notes pursuant to Rule 144A and the transferor first delivers to the trustee a written certificate (in the form provided in the applicable indenture governing the new notes) to the effect that the new notes are being transferred to a person who the transferor reasonably believes to be a "qualified institutional buyer" within the meaning of Rule 144A, purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A and in accordance with all applicable securities laws of the states of the United States and other jurisdictions. Beneficial interests in a Rule 144A Global Note may be transferred to a person who takes delivery in the form of an interest in the Regulation S Global Note, whether before or after the expiration of the Restricted Period, only if the transferor first delivers to the trustee a written certificate (in the form provided in the applicable indenture governing the new notes) to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available) and that, if such transfer occurs prior to the expiration of the Restricted Period, the interest transferred will be held immediately thereafter through Euroclear or Clearstream.

Transfers involving an exchange of a beneficial interest in the Regulation S Global Note for a beneficial interest in a Rule 144A Global Note or vice versa will be effected in DTC by means of an instruction originated by the trustee through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the principal amount of the Regulation S Global Note and a corresponding increase in the principal amount of the Rule 144A Global Note or vice versa, as applicable. Any beneficial interest in one of the Global Notes that is transferred to a person who takes delivery in the form of an interest in the other Global Note will, upon transfer, cease to be an interest in such Global Note and will become an interest in the other Global Note and, accordingly, will thereafter be subject to all transfer

restrictions and other procedures applicable to beneficial interest in such other Global Note for so long as it remains such an interest. The policies and practices of DTC may prohibit transfers of beneficial interests in the Regulation S Global Note prior to the expiration of the Restricted Period.

Same-Day Settlement and Payment

Payments in respect of the new notes represented by the Global Notes (including principal, premium, if any, and interest) will be made by wire transfer of immediately available funds to the accounts specified by the Global Note holder. With respect to new notes in certificated form, we will make all payments of principal, premium, if any, and interest by wire transfer of immediately available funds to the accounts specified by the holders thereof or, if no such account is specified, by mailing a check to each such holder's registered address. The new notes represented by the Global Notes are expected to be eligible to trade in the PORTAL market and to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such new notes will, therefore, be required by DTC to be settled in immediately available funds. We expect that secondary trading in any certificated new notes will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Note from a Participant in DTC will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Note by or through a Euroclear or Clearstream participant to a Participant in DTC will be received with value on the settlement date of DTC, but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

DESCRIPTION OF NEW PREFERRED STOCK

The following is a summary of certain provisions of the certificate of designations (the "Certificate of Designations") for the Preferred Blocker Inc. ("Blocker Sub") 5% perpetual preferred stock (which we will refer to for purposes of this section as the "Preferred Stock") and GMAC's amended and restated limited liability company agreement, as it will be further amended as of the Issue Date (as defined below) to effectuate the issuance of the GMAC Preferred Membership Interests (as defined below) (as amended, the "GMAC LLC Agreement"). A copy of the Certificate of Designations and the GMAC LLC Agreement are available upon request from us at the address set forth under "Where You Can Find More Information". The following summary of the terms of certain provisions of the GMAC LLC Agreement and the Preferred Stock does not purport to be complete and is subject to, and qualified in its entirety by reference to, the provisions of the GMAC LLC Agreement and the Certificate of Designations.

As used in this section (i) the terms the "Company," "us," "we" or "our" refer to Blocker Sub, a newly formed special purpose Delaware subsidiary of GMAC LLC and (ii) the term GMAC refers to GMAC LLC and not to any of its subsidiaries.

General

The Company is a Delaware corporation formed in connection with the offers and has not conducted any operations except in connection with the offers. The Company has no material assets or liabilities other than the GMAC Preferred Membership Interests (as defined below) that will be issued to us in connection with the closing of the offers. Under our certificate of incorporation, our board of directors is authorized to issue up to 5,000,000 shares of preferred stock and 5,000,000 shares of common stock. As of the date of this offering memorandum, all of our common stock is owned by GMAC and we have no preferred stock outstanding. We will be issuing 3,000,000 shares of Preferred Stock in connection with the offers. As further described below, the Certificate of Designations will limit our ability to issue additional shares of common stock and preferred stock in the future.

When issued, the Preferred Stock will be fully paid and nonassessable. The holders of the Preferred Stock will have no preemptive or preferential right to purchase or subscribe to capital interests, obligations, warrants or other securities of GMAC or the Company of any class. The transfer agent, registrar, redemption, conversion and dividend disbursing agent for the Preferred Stock will be determined prior to the Issue Date.

In connection with the closing of the offers, GMAC's amended and restated limited liability company agreement will be amended and restated to authorize the issuance of 3,000,000 units of GMAC's class D perpetual preferred membership interests (the "GMAC Preferred Membership Interests"). Information is provided below with respect to the Preferred Stock as well as the GMAC Preferred Membership Interests.

Transfer Restrictions

The Preferred Stock has not been, and will not be, registered under the Securities Act or any other applicable securities laws and may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account of any U.S. person, except (i) in the United States, to persons who are both "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act and "qualified purchasers" and (ii) outside the United States, to persons who are not "U.S. persons," as that term is defined in Rule 902 under the Securities Act and who are "non-U.S. qualified offerees" and "qualified purchasers". See "Offer and Transfer Restrictions". Notwithstanding the foregoing, the requirement that the Preferred Stock may only be transferred to "qualified purchasers" will not apply at any time following a GMAC Conversion.

Covenants

The Certificate of Designations will provide that, prior to a GMAC Conversion (as defined below), so long as any Preferred Stock is outstanding, the Company will not (i) engage in any business activities or hold any assets or incur any liabilities other than in connection with the GMAC Conversion, issuing the Preferred Stock, holding the GMAC Preferred Membership Interests and activities, assets and liabilities reasonably incidental to the foregoing or (ii) dispose of any GMAC Preferred Membership Interests, except in connection with a substantially concurrent

redemption or exchange (including by way of merger) of a corresponding number of shares of Preferred Stock; provided, however, that the Company may (A) issue to the U.S. Treasury pursuant to the Capital Purchase Program perpetual preferred stock ("Treasury Preferred") ranking on parity with the Preferred Stock with respect to dividends and rights upon liquidation and/or warrants (so long as preferred membership interests of GMAC ranking on parity with the GMAC Preferred Membership Interests in a reference amount at least equal to the aggregate liquidation preference of Treasury Preferred are issued to the Company in connection therewith to support the payment of dividends and other distributions on the Treasury Preferred) (See "Description of Preferred Stock to be Issued Pursuant to Capital Purchase Program") and issue common stock upon the exercise of such warrants, (B) issue common stock in connection with an initial public offering or otherwise, (C) own any direct or indirect membership interest, stock or other ownership interest in GMAC (or any successor thereto) or businesses or assets of GMAC (or any successor thereto) and (D) engage in activities and hold assets and incur or be subject to liabilities reasonably incidental to the foregoing.

"GMAC Conversion" means, together with related transactions, a conversion of GMAC into a corporation through a statutory conversion, the creation of a holding company above GMAC and the exchange of all or substantially all of GMAC's outstanding equity interests for equity interests of such holding company, the direct or indirect acquisition by the Company of all or substantially all of GMAC's outstanding equity interests in exchange for stock of the Company, the merger of GMAC with and into the Company, and any other direct or indirect incorporation of the assets and liabilities of GMAC, including, without limitation, by merger, consolidation or recapitalization; statutory conversion; direct or indirect, sale, transfer, exchange, pledge or other disposal of economic, voting or other rights; sale, exchange or other acquisition of shares, equity interests or assets; contribution of assets and/or liabilities; liquidation; exchange of securities; conversion of entity, migration of entity or formation of new entity; or other transaction or group of related transactions; provided that (i) if the GMAC Conversion occurs and the Company is not the resulting corporation, then the Preferred Stock will be converted into or exchanged for preferred stock of such resulting corporation having terms substantially the same as the terms of the Preferred Stock and (ii) in connection with a GMAC Conversion, appropriate action shall be taken, if any, to ensure that the Preferred Stock shall continue to have the practical economic benefits of the material provisions applicable to the Preferred Stock and the GMAC Preferred Membership Interests, including with respect to dividends, liquidation preference and the equity value of GMAC and its subsidiaries.

Ranking

Preferred Stock

The Preferred Stock, with respect to distributions or rights upon the Company's liquidation, winding-up or dissolution (other than pursuant to a GMAC Conversion), will rank:

- senior to all of the other capital stock of the Company (other than Parity Stock (defined below)); and
- on parity with (x) following any GMAC Conversion in which Blocker Sub is combined with GMAC (whether by merger, reorganization or otherwise), GMAC's outstanding preferred stock and (y) any Treasury Preferred (which we will refer to collectively as "Parity Stock").

GMAC Preferred Membership Interests

As provided under "Dividends—GMAC Preferred Membership Interests" and "Liquidation Preference—GMAC Preferred Membership Interests" below, the GMAC Preferred Membership Interests, with respect to distributions or rights upon GMAC's liquidation, winding-up or dissolution (other than pursuant to a GMAC Conversion), will rank:

- senior to (x) each existing or future class or series of membership interests other than preferred membership interests and (y) each class or series of preferred membership interests established after the original issue date of the GMAC Preferred Membership Interests (which we will refer to as the "Issue Date"), the terms of which preferred membership interests do not expressly provide that such class or series ranks on a parity with the GMAC Preferred Membership Interests as to dividend rights

or rights upon liquidation, winding-up or dissolution (which we will refer to collectively as "Junior Membership Interests"); and

- on parity with (x) GMAC's outstanding preferred membership interests, (y) any preferred membership interests issued by GMAC to the Company to support the Treasury Preferred and (z) any class or series of preferred membership interests established by GMAC after the Issue Date, the terms of which expressly provide that such class or series will rank on a parity with the GMAC Preferred Membership Interests as to distribution rights or rights upon liquidation, winding-up or dissolution (which we will refer to collectively as "Parity Membership Interests").

Dividends

Preferred Stock

Holders of the Preferred Stock will be entitled to receive from the Company, when as and if declared by the Company's board of directors out of funds legally available for payment, cash dividends at the rate per annum of 5% on the liquidation preference of the Preferred Stock, payable quarterly on February 15, May 15, August 15 and November 15 of each year (each, a "Dividend Payment Date"). Dividends shall accrue from the most recent date as to which dividends shall have been paid or, if no distribution or dividends have been paid, from the Issue Date of the Preferred Stock, whether or not in any dividend period or periods there have been funds legally available for the payment of such dividends. For purposes hereof, a "dividend period" shall refer to a date commencing on and including a Dividend Payment Date (or if no Dividend Payment Date has occurred, commencing on and including the Issue Date), and ending on and including the day immediately preceding the next succeeding Dividend Payment Date. Dividends will be payable to holders of record of the Preferred Stock as they appear on the Company's stock register on the first calendar day of the month in which a Dividend Payment occurs but only to the extent a dividend has been declared to be payable on such Dividend Payment Date. Any declaration by the Company of a dividend payable on any Dividend Payment Date shall be made prior to the first day of the calendar month in which such Dividend Payment Date shall occur. Dividends not declared by Company's board of directors will continue to accumulate but without additional distributions thereon.

Dividends payable on the Preferred Stock for any period other than a full dividend period (based upon the number of days elapsed during the period) are computed on the basis of a 360-day year consisting of twelve 30-day months. The initial dividend on the Preferred Stock for the first dividend period, assuming the Issue Date is December 22, 2008, is expected to be $7.36 per share (based on the annual dividend rate of 5% and a liquidation preference of $1,000 per share) and will be payable, if declared, on February 15, 2009. Each subsequent quarterly dividend on the Preferred Stock, when and if declared, will be $12.50 per share (based on the annual dividend rate of 5% and a liquidation preference of $1,000 per share).

So long as any Preferred Stock remains outstanding, prior to a GMAC Conversion the Company will not declare or pay any dividend on, make any distribution of assets on, or redeem, purchase or otherwise acquire any of its capital stock other than (i) the Preferred Stock and (ii) to the extent permitted by the following paragraph, any Treasury Preferred; provided that if, as of any fiscal year end, the amount of cash then held by the Company as a result of non-liquidating distributions on the GMAC Preferred Membership Interests and payments under the Limited Keep-Well exceeds the sum of (x) the dividends declared and payable on the Preferred Stock and, if applicable, any Treasury Preferred for such fiscal year, (y) any accrued but undeclared dividends through the most recent Dividend Payment Date and (z) any expenses incurred but not yet paid by the Company, including but not limited to for taxes, corporate overhead expenses, franchise fees and similar expenses ("Expenses"), then the Company may distribute such excess cash to the holders of the Company's common stock.

Notwithstanding the foregoing, while accrued dividends on the Preferred Stock through the most recently ended dividend period have not been paid in full, the Certificate of Designations will provide that the Company may pay dividends on the Preferred Stock and any Treasury Preferred so long as all dividends declared on the Preferred Stock and any Treasury Preferred shall be paid either (i) pro rata so that the amount of dividends so declared on the Preferred Stock and the Treasury Preferred shall in all cases bear to each other the same ratio as accrued dividends

on the shares of the Preferred Stock and such Treasury Preferred bear to each other or (ii) on another basis that is at least as favorable to the holders of the Preferred Stock entitled to receive such dividends.

The Company will only be able to pay dividends out of proceeds from distributions on its GMAC Preferred Membership Interests, when, as and if declared by GMAC's board of managers out of funds legally available for payment of cash distributions. GMAC's ability to declare distributions on the GMAC Preferred Membership Interests, and the Company's ability to declare and pay cash dividends and make other distributions with respect to the Preferred Stock, is limited by law and applicable regulatory requirements and may be further limited by the terms of GMAC's outstanding indebtedness. See "Risk Factors—Risks Related to the New Preferred Stock—We may not be able to pay cash dividends on the preferred stock".

GMAC Preferred Membership Interests

The Company will be entitled to receive from GMAC in respect of the GMAC Preferred Membership Interests, when, as and if declared by GMAC's board of managers out of funds legally available for payment, cash distributions at the rate per annum of 9% on the reference amount (as defined below) of the GMAC Preferred Membership Interests (equivalent to $90 per annum per $1,000 reference amount of GMAC Preferred Membership Interests), payable quarterly on February 15, May 15, August 15 and November 15 of each year (each, a "Distribution Payment Date") and shall accrue from the most recent date as to which distributions shall have been paid or, if no distributions have been paid, from the Issue Date, whether or not in any distribution period or periods there have been funds legally available for the payment of such dividends. For purposes hereof, a "distribution period" shall refer to a date commencing on and including a Distribution Payment Date (or if no Distribution Payment Date has occurred, commencing on and including the Issue Date), and ending on and including the day immediately preceding the next succeeding Distribution Payment Date. The "reference amount" of the GMAC Preferred Membership Interests will equal the initial aggregate liquidation preference of the Preferred Stock and will be reduced proportionately in connection with any reduction in the aggregate liquidation preference of the Preferred Stock (as a result of any redemption thereof). Distributions not declared by GMAC's board of managers will continue to accumulate but without additional distributions thereon.

Distributions payable on the GMAC Preferred Membership Interests for any period other than a full distribution period (based upon the number of days elapsed during the period) are computed on the basis of a 360-day year consisting of twelve 30-day months.

With respect to each taxable period of GMAC, any net income of GMAC (as determined for purposes of maintaining capital accounts under Section 704(b) of the Internal Revenue Code and the Treasury Regulations promulgated thereunder, including any book gain) shall be allocated to the Company on a priority basis until cumulative net income allocable to the Company in respect of the GMAC Preferred Membership Interests from the Issue Date of the Preferred Stock through the end of such taxable period equals the cumulative amount of cash distributions accrued from the Issue Date of the Preferred Stock through the end of such taxable period.

Unless all accrued and unpaid dividends on the Preferred Stock for all past dividend periods shall have been paid in full, the GMAC LLC Agreement will provide that GMAC will not:

- make any distribution of assets on any Junior Membership Interests, other than distributions in the form of Junior Membership Interests; *provided* that GMAC shall be permitted to make tax distributions on its Junior Membership Interests to the extent determined by the GMAC's board of managers;

- redeem, purchase or otherwise acquire any Junior Membership Interests, other than upon conversion or exchange for other Junior Membership Interests, or pay or make any monies available for a sinking fund for such Junior Membership Interests;

- except as set forth in the following paragraph, declare or pay any distribution or make any distribution of assets on any Parity Membership Interests, other than distributions in the form of Parity Membership Interests or Junior Membership Interests (it being understood that GMAC shall be

permitted to make tax distributions on its Junior Membership Interests as provided in the first bullet above); or

- redeem, purchase or otherwise acquire any Parity Membership Interests, except upon conversion into or exchange for other Parity Membership Interests or Junior Membership Interests.

Notwithstanding the foregoing, while accrued dividends on the Preferred Stock through the most recently ended dividend period have not been paid in full, the GMAC LLC Agreement will provide that GMAC may pay distributions on the GMAC Preferred Membership Interests and any Parity Membership Interests so long as all distributions declared on the GMAC Preferred Membership Interests and any other Parity Membership Interests shall be paid either (i) pro rata so that the amount of distributions on the GMAC Preferred Membership Interests and each such other class or series of Parity Membership Interests shall in all cases bear to each other the same ratio as the accrued returns on the GMAC Preferred Membership Interests and such class or series of Parity Membership Interests bear to each other or (ii) on another basis that is at least as favorable to the Company as the holder of the GMAC Preferred Membership Interests entitled to receive such distributions.

Limited "Keep-Well" Agreement

GMAC will enter into a limited "keep-well" agreement (the "Limited Keep-Well") with the Company on the Issue Date pursuant to which GMAC will agree that, prior to a GMAC Conversion and so long as any Preferred Stock is outstanding, GMAC will provide funds to the Company necessary to pay all Expenses in the event that distributions on the GMAC Preferred Membership Interest are insufficient to pay in full such Expenses and all declared but unpaid dividends on the Preferred Stock and any Treasury Preferred.

Conversion Rights

The Preferred Stock is not convertible into or exchangeable for any other series of capital stock or securities of, or any other interests except in connection with a GMAC Conversion.

Redemption at the Company's Option

On or after the third anniversary of the Issue Date, at the Company's option and subject to the Company having obtained any required regulatory approvals, the Company may, subject to the following paragraph, redeem the Preferred Stock, in whole or in part, at any time or from time to time, at a redemption price equal to the liquidation value per share ($1,000 per share), plus the amount of any accrued and unpaid dividends thereon through the date of redemption. If notice of redemption of the Preferred Stock has been given and if the funds necessary for such redemption have been irrevocably deposited with the paying agent identified in such notice, then from and after the date such deposit has been made, the Preferred Stock will no longer be deemed outstanding and all rights of the holders of such shares will terminate, except the right to receive the redemption price, without interest.

Unless all accrued and unpaid dividends on the Preferred Stock through the most recently completed dividend period have been or contemporaneously are declared and paid or full dividends have been declared and a sum sufficient for the payment thereof has been set apart for payment, no Preferred Stock will be redeemed unless all outstanding Preferred Stock is redeemed.

Liquidation Preference

Preferred Stock

In the event of any liquidation or dissolution of the Company (other than in connection with a GMAC Conversion), the holders of Preferred Stock and any Treasury Preferred will be entitled to receive in respect of the Preferred Stock and the Treasury Preferred and to be paid out of the Company's assets available for distribution to its shareholders, before any payment or distribution is made to holders of any other capital stock of the Company, a liquidation preference in the amount of (i) in the case of the Preferred Stock, $1,000 per share of Preferred Stock, plus accrued and unpaid dividends on the Preferred Stock to the date fixed for liquidation, winding-up or dissolution

and (ii) in the case of any Treasury Preferred, the liquidation preference thereof, plus accrued and unpaid dividends on the Treasury Preferred to the date fixed for liquidation, winding up or dissolution. In the event that the amount available for distribution to the holders of Preferred Stock and the holders of the Treasury Preferred is less than the amount necessary to pay all amounts required pursuant to the foregoing sentence, such distribution shall be made on a pro rata basis in proportion to the amounts due such holders. After payment of the full amount of the liquidation preference and accrued and unpaid dividends to which they are entitled, the holders of Preferred Stock will have no right or claim to any of the Company's remaining assets. A consolidation or merger of the Company shall not be deemed to be a liquidation or dissolution of the Company.

GMAC Preferred Membership Interests

In the event of a liquidation of GMAC or redemption of any GMAC Preferred Membership Interest, the Company shall be entitled to receive from GMAC an amount equal to the capital account balance attributable to the GMAC Preferred Membership Interests receiving liquidating distributions or being redeemed. Such amount could be less than the reference amount. The initial capital account balance of the GMAC Preferred Membership Interests shall equal the fair market value of the Preferred Stock, as determined in good faith by the Company. Such initial capital account balance may be less than the reference amount. Such capital account shall be increased, in accordance with Treasury Regulations, by the amount of any income allocations to the Company in respect of the GMAC Preferred Membership Interests and shall be decreased by the amount of any distributions to the Company by GMAC. The capital account balances of the GMAC Common Membership Interests shall be "booked up or down" to reflect their current fair market value, as determined in good faith by the Company. The capital account balances of GMAC's common membership interests shall be "booked up or down" on the Issue Date to reflect their current fair market value, as determined in good faith by GMAC.

In addition to the net income allocations described above under "Dividends—GMAC Preferred Membership Interests", (i) if there is any occasion after the Issue Date to "book up" or "book down" the capital account balances of the GMAC members (e.g., in connection with the admission of a new member or redemption of any membership interest held by an existing member), any items of book gain attributable to any unrealized appreciation in any of the GMAC assets shall be allocated to the Company, as holder of the GMAC Preferred Membership Interests, on a priority basis and (ii) in any taxable period in which GMAC liquidates or redeems any GMAC Preferred Membership Interests (other than in connection with a GMAC Conversion), any gross income (and any items of book gain attributable to any unrealized appreciation in any of the Company's assets) of GMAC for such period shall be, immediately prior to such liquidation or redemption allocated to the Company, as holder of the GMAC Preferred Membership Interests, on a priority basis, in each case, to the extent the reference amount of the GMAC Preferred Membership Interests receiving liquidating distributions or being redeemed plus all accrued and unpaid distributions thereon exceeds the capital account balance attributable to such GMAC Preferred Membership Interests immediately prior to such special allocation. The Company will then be entitled to receive the capital account balance attributable to the GMAC Preferred Membership Interests receiving liquidating distributions or being redeemed, before any payment or distribution is made to holders of Junior Membership Interests. GMAC intends to comply with the "substantial economic effect" safe harbor contained in Treasury Regulations under Section 704(b) of the Internal Revenue Code of 1986, such that upon GMAC's liquidation, distributions to the GMAC Preferred Membership Interests, and any other GMAC membership interests, will be made in accordance with capital account balances (as determined after making the special allocation described above). If, upon GMAC's liquidation (other than pursuant to a GMAC Conversion), the amounts distributed with respect to the GMAC Preferred Membership Interests and all Parity Membership Interests are not paid in full, the Company, as holder of the GMAC Preferred Membership Interests, and the holders of Parity Membership Interests will share equally and ratably in any distribution of GMAC's assets in proportion to their respective capital accounts. After payment of the full amount of the capital account to which it is entitled as described above, the Company will have no right or claim in respect of the GMAC Preferred Membership Interests to any of GMAC's remaining assets. The GMAC LLC Agreement will not contain any provision requiring funds to be set aside to protect the capital account or reference amount of the GMAC Preferred Membership Interests.

Voting Rights

Preferred Stock

The holders of the Preferred Stock will have no voting rights except (i) as set forth below, (ii) as required by Delaware law or (iii) as the Company's board of directors may grant holders of the Preferred Stock from time to time.

The affirmative vote or consent of holders of at least a majority of the outstanding shares of Preferred Stock, voting in person or by proxy, at a special meeting called for such purpose, or by written consent in lieu of such meeting, will be required to alter, repeal or amend, whether by merger, consolidation, combination, reclassification or otherwise, any provisions of the Company's certificate of incorporation (including the Certificate of Designations for the Preferred Stock) or by-laws or amend the provisions of the Limited Keep-Well if the amendment would adversely affect the holders of Preferred Stock (it being understood that no vote or consent of the holders of Preferred Stock will be required in connection with a GMAC Conversion).

GMAC Preferred Membership Interests

Without the affirmative vote or consent of the Company (which may only make such vote or consent at the direction of the holders of at least a majority of the outstanding shares of Preferred Stock, voting in person or by proxy, at a special meeting called for such purpose, or by written consent in lieu of such meeting), GMAC shall not (other than pursuant to a GMAC Conversion or an involuntary liquidation, winding-up, dissolution or other similar involuntary procedure) (i) alter, repeal or amend, whether by merger, consolidation, combination, reclassification or otherwise, any provisions of the GMAC LLC Agreement if the amendment would amend, alter or affect the powers, preferences or rights of, or limitations relating to, the GMAC Preferred Membership Interests so as to adversely affect the holders of Preferred Stock, including, without limitation, the creation of, increase in the authorized number of, or issuance of, any membership interests of GMAC that rank senior to the GMAC Preferred Membership Interests as to dividend rights or rights upon liquidation, winding-up or dissolution in any manner materially adverse to the holders of Preferred Stock and (ii) redeem any GMAC Preferred Membership Interests or enter into any liquidation or dissolution if the amount then payable to the holders of the GMAC Preferred Membership Interests being redeemed or receiving liquidating distributions would be less than the reference amount plus all accrued and unpaid distributions thereon. The GMAC LLC Agreement will provide that the authorization of, the increase in the authorized amount of, or the issuance of any class or series of Parity Membership Interests or Junior Membership Interests will not require the consent of the Company (acting at the direction of the holders of Preferred Stock as contemplated above), and will not be deemed to adversely affect the powers, preferences or rights of the holders of the Preferred Stock.

BOOK-ENTRY, DELIVERY AND FORM OF PREFERRED STOCK

The new preferred stock is being offered and sold to "qualified institutional buyers" in reliance on Rule 144A ("Rule 144A Preferred Stock"). New preferred stock also may be offered and sold in offshore transactions in reliance on Regulation S ("Regulation S Preferred Stock"). Except as set forth below, new preferred stock will be issued in registered, global form in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Rule 144A Preferred Stock initially will be represented by one or more global securities in registered form (collectively, the "Rule 144A Global Preferred Stock"). Regulation S Preferred Stock initially will be represented by one or more global securities in registered form (collectively, the "Regulation S Global Preferred Stock" and together with the Rule 144A Global Preferred Stock, the "Global Preferred Stock Certificates").

The Global Preferred Stock will be deposited upon issuance with the transfer agent as custodian for DTC, in New York, New York and registered in the name of DTC or its nominee, in each case for credit to an account of a direct or indirect participant in DTC as described below. Beneficial interests in the Rule 144A Global Preferred Stock may not be exchanged for beneficial interests in the Regulation S Global Preferred Stock at any time except in the limited circumstances described below. See "—Exchanges between Regulation S Preferred Stock and Rule 144A Preferred Stock."

Except as set forth below, the Global Preferred Stock may be transferred, in whole but not in part, only to another nominee of DTC or to a successor of DTC or its nominee. Beneficial interests in the Global Preferred Stock may not be exchanged for definitive global securities in registered certificated form ("Certificated Preferred Stock") except in the limited circumstances described below. See "—Exchange of Global Preferred Stock Certificates for Certificated Preferred Stock." Except in the limited circumstances described below, owners of beneficial interests in the Global Preferred Stock will not be entitled to receive physical delivery of global securities in certificated form.

Rule 144A Preferred Stock and Regulation S Preferred Stock (including beneficial interests in the Rule 144A Global Preferred Stock and Regulation S Preferred Stock) will be subject to certain restrictions on transfer and will bear a restrictive legend as described under "Offer and Transfer Restrictions." In addition, transfers of beneficial interests in the Global Preferred Stock will be subject to the applicable rules and procedures of DTC and its direct or indirect participants (including, if applicable, those of Euroclear and Clearstream), which may change from time to time.

Certain Procedures

The following description of the operations and procedures of DTC, Euroclear or Clearstream are provided solely as a matter of convenience. These operations and procedures are solely within the control of the respective settlement systems and are subject to changes by them from time to time. We take no responsibility for these operations and procedures and urge investors to contact the system or their participants directly to discuss these matters. DTC has advised us that DTC is a limited-purpose trust company created to hold securities for its participating organizations (collectively, the "Participants") and to facilitate the clearance and settlement of transactions in those securities between Participants through electronic book-entry changes in accounts of its Participants. The Participants include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. Access to DTC's system is also available to other entities such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly (collectively, the "Indirect Participants"). Persons who are not Participants may beneficially own securities held by or on behalf of DTC only through the Participants or the Indirect Participants. The ownership interests in, and transfers of ownership interests in, each security held by or on behalf of DTC are recorded on the records of the Participants and Indirect Participants.

DTC has also advised us that, pursuant to procedures established by it, ownership of interests in the Global Preferred Stock will be shown on, and the transfer of ownership thereof will be effected only through, records maintained by DTC (with respect to the Participants) or by the Participants and the Indirect Participants (with respect to other owners of beneficial interests in the Global Preferred Stock).

Investors in the Rule 144A Global Preferred Stock and Regulation S Global Preferred Stock may hold their interests therein directly through DTC, if they are Participants in such system, or indirectly through organizations

which are Participants in such system. All interests in a Global Preferred Stock Certificate may be subject to the procedures and requirements of DTC.

The laws of some states require that certain persons take physical delivery in definitive form of securities that they own. Consequently, the ability to transfer beneficial interests in a Global Preferred Stock Certificate to such persons will be limited to that extent. Because DTC can act only on behalf of Participants, which in turn act on behalf of Indirect Participants and certain banks, the ability of a person having beneficial interests in a Global Preferred Stock Certificate to pledge such interests to persons or entities that do not participate in the DTC system, or otherwise take actions in respect of such interests, may be affected by the lack of a physical certificate evidencing such interests.

Except as described below, owners of interests in the Global Preferred Stock Certificates will not have global securities registered in their names, will not receive physical delivery of global securities in certificated form and will not be considered the registered owners or "holders" thereof pursuant to the Preferred Stock for any purpose.

Payments in respect of dividends on a Global Preferred Stock Certificate registered in the name of DTC or its nominee will be payable to DTC in its capacity as the registered holder pursuant to the new preferred stock. Under the terms of the new preferred stock, we and the transfer agent will treat the Persons in whose names the global securities, including the Global Preferred Stock, are registered as the owners of the global securities for the purpose of receiving payments and for all other purposes. Consequently, neither the Company, the transfer agent nor any agent of the Company or the transfer agent has or will have any responsibility or liability for:

- any aspect of DTC's records or any Participant's or Indirect Participant's records relating to or payments made on account of beneficial ownership interest in the Global Preferred Stock Certificates or for maintaining, supervising or reviewing any of DTC's records or any Participant's or Indirect Participant's records relating to the beneficial ownership interests in the Global Preferred Stock Certificates; or

- any other matter relating to the actions and practices of DTC or any of its Participants or Indirect Participants.

DTC has advised us that its current practice, upon receipt of any payment in respect of securities, such as, the global securities (including dividends), is to credit the accounts of the relevant Participants with the payment on the payment date unless DTC has reason to believe that it will not receive payment on such payment date. Each relevant Participant is credited with an amount proportionate to its beneficial ownership of an interest in the number of the relevant security as shown on the records of DTC. Payments by the Participants and the Indirect Participants to the beneficial owners of global securities will be governed by standing instructions and customary practices and will be the responsibility of the Participants or the Indirect Participants and will not be the responsibility of DTC, the transfer agent or us. Neither we nor the transfer agent will be liable for any delay by DTC or any of the Participants or the Indirect Participants in identifying the beneficial owners of the global securities, and we and the transfer agent may conclusively rely on and will be protected in relying on instructions from DTC or its nominee for all purposes.

Subject to the transfer restrictions set forth under "Offer and Transfer Restrictions," transfers between Participants in DTC will be effected in accordance with DTC's procedures, and will be settled in same-day funds, and transfers between participants in Euroclear or Clearstream will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Subject to compliance with the transfer restrictions applicable to the global securities described herein, cross-market transfers between the Participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its respective depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (Brussels time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its settlement requirements, deliver instructions to its respective depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the relevant Global Preferred Stock Certificate in DTC, and making or receiving payment in accordance with normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the depositaries for Euroclear or Clearstream.

DTC has advised the Company that it will take any action permitted to be taken by a holder of global securities only at the direction of one or more Participants to whose account DTC has credited the interests in the Global Preferred Stock Certificates and only in respect of such number of the new preferred stock as to which such Participant or Participants has or have given such direction. However, if there is an event of default under the global securities, DTC reserves the right to exchange a Global Preferred Stock Certificate for legended global securities in certificated form, and to distribute such global securities to its Participants.

DTC is under no obligation to perform or continue to perform the foregoing procedures to facilitate transfers of interests in the Rule 144A Global Preferred Stock and the Regulation S Global Preferred Stock among participants in DTC, Euroclear and Clearstream, and such procedures may be discontinued at any time. None of the Company, the transfer agent or any of their respective agents will have any responsibility for the performance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

Exchange of Global Preferred Stock Certificates for Certificated Preferred Stock

A Global Preferred Stock Certificate is exchangeable for Certificated Preferred Stock if:

- DTC (x) notifies us that it is unwilling or unable to continue as depositary for the Global Preferred Stock Certificate or (y) has ceased to be a clearing agency registered under the Exchange Act and, in either case, we fail to appoint a successor depositary;

- we, at our option, notify the transfer agent in writing that we elect to cause the issuance of the Certificated Preferred Stock; or

- there shall have occurred and be continuing a default or event of default with respect to the global securities.

In addition, beneficial interests in a Global Preferred Stock Certificate may be exchanged for Certificated Preferred Stock upon request, but only upon prior written notice given to the transfer agent by or on behalf of DTC in accordance with the new preferred stock. In all cases, Certificated Preferred Stock delivered in exchange for any Global Preferred Stock Certificate or beneficial interests therein will be registered in the names, and issued in any approved denominations, requested by or on behalf of DTC (in accordance with its customary procedures) and will bear the applicable restrictive legend referred to in "Offer and Transfer Restrictions," unless we determine otherwise in compliance with applicable law.

Exchange of Certificated Preferred Stock for Global Preferred Stock Certificates

Certificated Preferred Stock may not be exchanged for beneficial interests in any Global Preferred Stock Certificate unless the transferor first delivers to us and the transfer agent a written certificate to the effect that such transfer will comply with the appropriate transfer restrictions applicable to such global security. See "Offer and Transfer Restrictions."

Exchanges Between Regulation S Preferred Stock and Rule 144A Preferred Stock

Through and including the 40th day after the later of the commencement of the offering and the closing of the offering (such period through and including such 40th day, the "Restricted Period"), beneficial interests in the Regulation S Global Preferred Share may be exchanged for beneficial interests in the Rule 144A Global Preferred Share only if:

- such exchange occurs in connection with a transfer of the global securities pursuant to Rule 144A; and

- the transferor first delivers to us and the transfer agent a written certificate to the effect that the global securities are being transferred to a person:

- who the transferor reasonably believes to be a qualified institutional buyer within the meaning of Rule 144A;

- purchasing for its own account or the account of a qualified institutional buyer in a transaction meeting the requirements of Rule 144A; and

- in accordance with all applicable securities laws of the states of the United States and other jurisdictions.

Beneficial interests in a Rule 144A Global Preferred Stock Certificate may be transferred to a person who takes delivery in the form of an interest in the Regulation S Global Preferred Stock Certificate, whether before or after the expiration of the Restricted Period, only if the transferor first delivers to the transfer agent a written certificate to the effect that such transfer is being made in accordance with Rule 903 or 904 of Regulation S or Rule 144 (if available) and that, if such transfer occurs prior to the expiration of the Restricted Period, the interest transferred will be held immediately thereafter through Euroclear or Clearstream.

Transfers involving exchanges of beneficial interests between Regulation S Global Preferred Stock and Rule 144A Global Preferred Stock will be effected by DTC by means of an instruction originated by the DTC participant through the DTC Deposit/Withdraw at Custodian system. Accordingly, in connection with any such transfer, appropriate adjustments will be made to reflect a decrease in the number of shares of Regulation S Global Preferred Stock and a corresponding increase in the number of share of Rule 144A Global Preferred Share or vice versa, as applicable. Any beneficial interest in one of the Global Preferred Stock Certificates that is transferred to a person who takes delivery in the form of an interest in the other Global Preferred Stock Certificate will, upon transfer, cease to be an interest in such Global Preferred Stock Certificate and will become an interest in the other Global Preferred Stock Certificate and, accordingly, will thereafter be subject to all transfer restrictions and other procedures applicable to beneficial interests in such other Global Preferred Stock Certificate for so long as it remains such an interest. The policies and practices of DTC may prohibit transfers of beneficial interests in the Regulation S Global Preferred Stock Certificate prior to the expiration of the Restricted Period.

Same Day Settlement and Payment

We will make payments in respect of the global securities represented by the Global Preferred Stock (including dividends) by wire transfer of immediately available funds to the accounts specified by DTC or its nominee. We will make all payments of dividends, with respect to Certificated Preferred Stock by wire transfer of immediately available funds to the accounts specified by the holders of the Certificated Preferred Stock or, if no such account is specified, by mailing a check to each such holder's registered address. The global securities represented by the Global Preferred Stock are expected to trade in DTC's Same-Day Funds Settlement System, and any permitted secondary market trading activity in such global securities will, therefore, be required by DTC to be settled in immediately available funds. We expect that secondary trading in any Certificated Preferred Stock will also be settled in immediately available funds.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant purchasing an interest in a Global Preferred Share from a Participant will be credited, and any such crediting will be reported to the relevant Euroclear or Clearstream participant, during the securities settlement processing day (which must be a business day for Euroclear and Clearstream) immediately following the settlement date of DTC. DTC has advised us that cash received in Euroclear or Clearstream as a result of sales of interests in a Global Preferred Stock Certificate by or through a Euroclear or Clearstream participant to a Participant in DTC will be received with value on the settlement date of DTC, but will be available in the relevant Euroclear or Clearstream cash account only as of the business day for Euroclear or Clearstream following DTC's settlement date.

DEALER MANAGERS, EXCHANGE AGENT, INFORMATION AGENT, AND LUXEMBOURG TENDER AGENT

In connection with the offers, GMAC has retained Banc of America Securities LLC, Citigroup Global Markets Inc., Goldman, Sachs & Co. and J.P. Morgan Securities Inc. to act as the Lead Dealer Managers, Global Bondholder Services Corporation to act as Exchange Agent and Information Agent, and Deutsche Bank Luxembourg S.A. to act as the Luxembourg Tender Agent, each of which will receive customary fees for its services. GMAC has agreed to reimburse each of the Dealer Managers, the Exchange Agent, the Information Agent and the Luxembourg Tender Agent for its respective out-of-pocket expenses and to indemnify it against certain liabilities, including liabilities under U.S. federal securities laws and to contribute to payments that they may be required to make in respect thereof. No fees or commissions have been or will be paid by GMAC to any broker, dealer or other person, other than the Dealer Managers, the Exchange Agent, the Information Agent and the Luxembourg Tender Agent, in connection with the offers.

Any holder that has questions concerning the terms of any of the offers may contact the Dealer Managers at their addresses and telephone numbers set forth on the back cover of this offering memorandum. Questions and requests for assistance or additional copies of this offering memorandum or the related letter of transmittal may be directed to the Information Agent at its address and telephone numbers set forth on the back cover of this offering memorandum. Holders of old notes or new securities may also contact their broker, dealer, custodian bank, depository, trust company or other nominee for assistance concerning the offers.

Letters of transmittal and all correspondence in connection with an offer should be sent or delivered to Global Bondholder Services Corporation at its address or to the facsimile number set forth on the back cover of this offering memorandum. Any holder or beneficial owner that has questions concerning tender procedures should contact Global Bondholder Services Corporation at its address and telephone numbers set forth on the back cover of this offering memorandum.

The Dealer Managers may contact holders of old notes or new securities, as applicable, regarding the offers and may request brokers, dealers, custodian banks, depositories, trust companies and other nominees to forward this offering memorandum and related materials to beneficial owners of old notes or new securities, as applicable. With respect to jurisdictions located outside of the United States, the offers may be conducted through affiliates of the Dealer Managers that are registered and/or licensed to conduct the offers in such jurisdictions. The customary mailing and handling expenses incurred by forwarding material to their customers will be paid by us.

Affiliates of Citigroup Global Markets Inc. have an indirect equity ownership in GMAC. The Dealer Managers and their affiliates have from time to time provided and currently provide certain commercial banking, lending, financial advisory and investment banking services to, and have a variety of other commercial relationships with, us and our affiliates, including ResCap, for which they have received customary fees. Certain of the relationships involve transactions that are material to us and our affiliates and for which the Dealer Managers have received significant fees. In the ordinary course of their businesses, the Dealer Managers or their affiliates may at any time hold long or short positions, and may trade for their own accounts or the accounts of customers, in our debt or equity securities, including any of the old notes or new securities and the debt securities of ResCap, and, to the extent that the Dealer Managers or their affiliates own old notes during the offers, they may tender such notes pursuant to the terms of the offers. The Dealer Managers and their affiliates may from time to time engage in future transactions with us and our affiliates and provide services to us and our affiliates in the ordinary course of their respective businesses. In addition, the Dealer Managers and/or their affiliates serve as agents and lenders under certain of our existing credit facilities.

Although the Dealer Managers have engaged in a due diligence review process, none of the Dealer Managers, the Exchange Agent, the Information Agent or the Luxembourg Tender Agent assumes any responsibility for the accuracy or completeness of the information concerning us contained or incorporated by reference in this offering memorandum or for any failure by us to disclose events that may have occurred and may affect the significance or accuracy of such information.

EXCHANGE OFFER; REGISTRATION RIGHTS FOR THE NEW NOTES

GMAC and the Dealer Managers and, in the case of the registration rights agreement relating to the new guaranteed notes, the note guarantors will enter into two registration rights agreements, one relating to the new guaranteed notes and one relating to the new subordinated notes, on or prior to the original issue date of the new notes. The summary herein of certain provisions of the registration rights agreements does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the registration rights agreements, copies of which are available upon request to the trustee.

Pursuant to the registration rights agreements, we will agree, at our own cost, for the benefit of the holders of the new notes, to use our commercially reasonable efforts to cause the exchange offer to be consummated not later than 366 days following the issuance of the new notes offered hereby (the "exchange date"). However, we will not be required to consummate the exchange offers if, before the exchange date, (i) the applicable series of new notes are freely tradable under Rule 144 of the Securities Act of 1933, (ii) the restricted legends on the applicable series of new notes have been removed and (iii) the applicable series of new notes no longer bear a restricted CUSIP number.

In the event that the applicable series of new notes are not freely tradable without restrictive legends and restricted CUSIP numbers by the exchange date and the exchange offer is not consummated, we will, subject to certain conditions, at our own cost:

- file a shelf registration statement covering resales of the new notes within 30 days of the exchange date (the "shelf filing deadline");

- use our commercially reasonable efforts to cause the shelf registration statement to be declared effective within 60 days after the shelf filing deadline; and

- use our commercially reasonable efforts to keep the shelf registration statement effective for a period of one year from the effective date of the shelf registration statement or such shorter period that will terminate when all new notes registered thereunder are disposed of in accordance therewith or cease to be outstanding or the date upon which all new notes covered by such shelf registration statement become eligible for resale, without regard to volume, manner of sale or other restrictions contained in Rule 144.

In the event that, the applicable series of new notes are not freely tradable under Rule 144 of the Securities Act and the restrictive legend has not been removed from the applicable series of new notes and the applicable series of new notes still bear a restricted CUSIP number, and (i) an exchange offer has not been consummated on or prior to the 30th day after the exchange date or (ii) a shelf registration statement covering resales of the applicable series of new notes has not been filed and declared effective in accordance with the requirements of the preceding paragraph (a "registration default"), then additional interest will accrue on the aggregate principal amount of the applicable series of new notes from and including the date on which any such registration default has occurred to, but excluding the date on which all registration defaults have been cured. Additional interest will accrue in respect of each applicable series of new notes at a rate of 0.25% per annum over the interest rate otherwise provided for under the applicable series of new notes. Upon the cure of all of the registration defaults set forth above, the interest rate borne by the new notes will be reduced to the original interest rate if we are otherwise in compliance with this paragraph; provided, however, that if, after any such reduction in interest rate, certain events occur with respect to a different registration default, the interest rate may again be increased pursuant to the foregoing provisions.

There is no assurance that we will be able to deliver freely tradable new notes without a restrictive legend or that the registration of the new notes will be accomplished on a timely basis, or at all.

REGISTRATION RIGHTS FOR THE NEW PREFERRED STOCK

GMAC and the Dealer Managers will enter into a registration rights agreement relating to the new preferred stock (the "new preferred stock registration rights agreement") on or prior to the original issue date of the new preferred stock. Pursuant to a registration rights agreement to be executed as part of this offering, if the new preferred stock is not freely tradable without restrictive legends by 366 days following the GMAC Conversion (if it occurs) of the new preferred stock, or the "registration date," we will, subject to certain conditions, at our own cost:

- file a shelf registration statement covering resales of the shares of new preferred stock within 30 days after the registration date;

- use our commercially reasonable efforts to cause the shelf registration statement to be declared effective within 60 days after it is required filed; and

- use our commercially reasonable efforts to keep the shelf registration statement effective for a period of one year from the effective date of the shelf registration statement or such shorter period that will terminate when all shares of new preferred stock registered thereunder are disposed of in accordance therewith or cease to be outstanding or the date upon which all shares of new preferred stock covered by such shelf registration statement become eligible for resale, without regard to volume, manner of sale or other restrictions contained in Rule 144.

However, we will not be required to take the actions set forth above if, before the exchange date, (i) the shares of new preferred stock are freely tradable under the Securities Act, (ii) the restrictive legend on the shares of the new preferred stock has been removed and (iii) the shares of new preferred stock no longer bears a restricted CUSIP number.

In the event that the shares of new preferred stock are not freely tradable under Rule 144 of the Securities Act and the restrictive legend has not been removed from the shares of new preferred stock and the shares of new preferred stock still bear a restricted CUSIP number, and a shelf registration statement covering resales of the new notes has not been filed and declared effective (a "registration default"), then additional cumulative dividends will accrue on the shares of new preferred stock from and including the date on which any such registration default has occurred to but excluding the date on which all registration defaults have been cured. Additional cumulative dividends will accrue in respect of the new preferred stock at a rate of 0.25% per annum over the interest rate otherwise provided for under the new preferred stock.

There is no assurance that we will be able to deliver freely tradable shares of new preferred stock without a restrictive legend or that the registration of the shares of new preferred stock will be accomplished on a timely basis, or at all.

The summary herein of certain provisions of the new preferred stock registration rights agreement does not purport to be complete and is subject to, and is qualified in its entirety by reference to, all the provisions of the new preferred stock registration rights agreement, copies of which are available upon request to GMAC.

CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES

The following is a discussion of certain U.S. federal income tax considerations relating to the offers and to the ownership and disposition of the new notes and new preferred stock to holders of those securities who acquire them pursuant to the offers. This discussion is based on U.S. federal income tax law, including the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), Treasury Regulations (and proposed Treasury Regulations) promulgated under the Code (collectively, the "Regulations"), administrative rulings and judicial authority, all as in effect as of the date of this offering memorandum. Subsequent developments in U.S. federal income tax law, including changes in law or differing interpretations, which may be applied retroactively, could have a material effect on the U.S. federal income tax consequences of disposing of old notes pursuant to the offers and of owning and disposing of new notes and new preferred stock, as described in this discussion. No assurance can be given that the Internal Revenue Service (the "IRS") will not challenge one or more of the tax results described in this discussion, and no ruling from the IRS has been, or is expected to be, sought with respect to the U.S. federal tax consequences of these offers or the ownership and disposition of the new notes or new preferred stock.

This discussion addresses only the tax considerations that are relevant to holders that hold old notes, and that will hold new notes and new preferred stock, as capital assets within the meaning of the Code. This discussion does not address all of the tax consequences that may be relevant to a particular holder. In particular, it does not address the United States federal estate and gift or alternative minimum tax consequences, or any state, local or foreign tax consequences, of disposing of old notes pursuant to the offers or of owning or disposing of new notes or new preferred stock. Additionally, this discussion does not address, except as stated below, any of the tax consequences to holders that may be subject to special tax treatment with respect to their disposition of old notes pursuant to the offers or their ownership or disposition of new notes or new preferred stock, including banks, thrift institutions, real estate investment trusts, regulated investment companies, partnerships or other pass through entities, personal holding companies, tax-exempt organizations, insurance companies, persons who are subject to Sections 877 or 877A of the Code, persons who are related to Blocker Sub within the meaning of Section 267(b) or Section 707(b) of the Code (substituting "20 percent" for "50 percent" in applying such Code provisions), persons who held the old notes or will hold the new notes or the new preferred stock in a "straddle" or as part of a "hedging," "conversion," "stripping," or "constructive sale" transaction, persons whose "functional currency" is not the United States dollar, and brokers, traders and dealers in securities or currencies. Further, this discussion does not address the United States federal income tax consequences to stockholders in, or partners or beneficiaries of, an entity that disposes of old notes pursuant to the offers.

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THIS SUMMARY OF CERTAIN U.S. FEDERAL INCOME TAX CONSEQUENCES IS FOR GENERAL INFORMATION ONLY AND IS NOT TAX ADVICE. HOLDERS OF OLD NOTES ARE HEREBY NOTIFIED THAT: (A) ANY DISCUSSION OF FEDERAL TAX ISSUES IN THIS OFFERING MEMORANDUM IS NOT INTENDED OR WRITTEN TO BE RELIED UPON, AND CANNOT BE RELIED UPON, BY HOLDERS OF OLD NOTES, NEW NOTES OR NEW PREFERRED STOCK FOR THE PURPOSE OF AVOIDING TAX PENALTIES THAT MAY BE IMPOSED UNDER THE INTERNAL REVENUE CODE OR OTHERWISE; (B) SUCH DISCUSSION IS BEING USED IN CONNECTION WITH THE PROMOTION OR MARKETING OF THE OFFERS DESCRIBED HEREIN; AND (C) HOLDERS OF OLD NOTES, NEW NOTES OR NEW PREFERRED STOCK SHOULD SEEK ADVICE BASED ON THEIR PARTICULAR CIRCUMSTANCES FROM AN INDEPENDENT TAX ADVISOR.

* * * * *

For purposes of this discussion, a "U.S. Holder" is a beneficial owner of old notes, new notes or new preferred stock that is, for United States federal income tax purposes:

- an individual who is a citizen or resident of the United States;

- a corporation, or other business entity treated as a corporation for United States federal income tax purposes, created or organized in or under the laws of the United States, any state of the United States, or the District of Columbia;

- an estate, if its income is subject to U.S. federal income taxation regardless of its source; or

- a trust, if (1) a United States court can exercise primary supervision over the trust's administration and one or more United States persons (within the meaning of the Code) have the authority to control all of its substantial decisions, or (2) the trust has a valid election in effect under applicable Regulations to be treated as a United States person.

For purposes of this discussion, a "Non-U.S. Holder" is a beneficial owner of old notes, new notes or new preferred stock that is neither a partnership (or other entity treated as a partnership for U.S. federal income tax purposes) nor a U.S. Holder. If a partnership or other entity treated as a partnership for United States federal income tax purposes disposes of old notes pursuant to the offers, the tax treatment of a partner in such partnership generally will depend on the status of the partner and on the activities of the partnership. Partners of partnerships holding old notes are encouraged to consult their tax advisors regarding the tax consequences of the partnership's disposition of such old notes pursuant to the offers.

GMAC intends to treat the new notes as debt instruments for U.S. federal income tax purposes. If the new notes were ultimately determined to be equity, however, payments made on the new notes could be treated as dividends. Under U.S. federal income tax law, dividends paid to a non-U.S. Holder generally would be subject to U.S. withholding tax at a rate of 30%, unless reduced by an applicable treaty. In addition, depending on their circumstances, U.S. holders could suffer adverse consequences from a determination that the new notes are equity for U.S. federal income tax purposes. The remainder of this discussion assumes that the new notes will be treated as debt instruments.

The U.S. federal income tax treatment of the early delivery payment is uncertain and there is no legal authority addressing the U.S. federal income tax consequences of its receipt. GMAC intends to treat the early delivery payment as additional consideration paid in exchange for the old notes, in which case such amount will be treated as part of the amount realized, as described in "—Consequences to Participating U.S. Holders—Disposition of Old Notes Pursuant to the Offers" and "Consequences to Participating Non-U.S. Holders---Disposition of Old Notes Pursuant to the Offers," below. It is possible, however, that an early delivery payment may be treated as separate consideration for an early delivery, in which case such payment would be treated as ordinary income in the hands of a U.S. Holder and could be subject to U.S. federal income and withholding tax in the hands of a Non-U.S. Holder. Holders should consult their tax advisors regarding the U.S. federal income tax treatment of the early delivery payments.

Consequences to Participating U.S. Holders

Disposition of Old Notes Pursuant to the Offers

GMAC intends to take the position that, for U.S. federal income tax purposes, the disposition of old notes pursuant to the offers will constitute taxable dispositions of the old notes for new notes, new preferred stock, and, if applicable, cash. The law in this area is unclear, however, and U.S. Holders should consult their tax advisors to determine what the consequences would be if the disposition of old notes pursuant to the offers were not treated as a taxable disposition of those old notes, or were treated as only a partial disposition. The remainder of this discussion assumes that such disposition tender would be taxable in full.

A U.S. Holder of old notes who disposes of old notes pursuant to the offers generally will recognize gain or loss equal to the difference between the amount realized on the disposition and the U.S. Holder's adjusted tax basis in the old notes on the date of the disposition. The amount realized on the disposition will equal the sum of (i) the amount of cash, if any, received pursuant to the offers (other than cash that is treated as a payment of accrued qualified stated interest on the old notes), (ii) the issue price of the new notes as determined under "—Consequences to Participating U.S. Holders—Dispositions of Old Notes Pursuant to the Offers—Issue Price," and (iii) the fair

market value of the new preferred stock received pursuant to the offers. A U.S. Holder's adjusted tax basis in the old notes on the date of the disposition generally will equal the cost of the old notes, increased by any accrued market discount or original issue discount previously included in income and decreased by (I) any amortized bond premium previously taken into account and (II) any cash payments on the old notes that were not qualified stated interest. Subject to the treatment of a portion of any gain as ordinary as discussed below under "—Consequences to Participating U.S Holders—Dispositions of Old Notes Pursuant to the Offers—Market Discount," "—Consequences to Participating U.S Holders—Dispositions of Old Notes Pursuant to the Offers—Contingent Payment Debt Instruments," "—Consequences to Participating U.S. Holders—Disposition of Old Notes Pursuant to the Offers—Disposition of Short-term Notes" and "Consequences to Participating U.S Holders—Dispositions of Old Notes Pursuant to the Offers—Disposition of Foreign Currency Denominated Old Notes," such gain or loss generally will be long-term capital gain or loss if the U.S. Holder held the old notes for more than one year on the date of the disposition.

The deductibility of any capital loss is subject to limitations under the Code. For certain non-corporate U.S. Holders (including individuals, estates, and trusts), net long-term capital gain will be subject to tax at a reduced rate. U.S. Holders should consult their own tax advisors regarding the treatment of capital gains and capital losses.

The cash payment received by a U.S. Holder representing accrued qualified stated interest on the old notes will be taxable to the U.S. Holder as ordinary interest income to the extent not previously included in income under the U.S. Holder's method of accounting.

Market Discount. Gain recognized by a U.S. Holder with respect to an old note that was acquired with market discount generally will be subject to tax as ordinary income to the extent of the market discount accrued during the period the old note was held by such U.S. Holder. An old note was acquired with "market discount" if the stated principal amount of such old note (or, in the case of an old note issued with original issue discount, the adjusted issue price of such old note) exceeded its tax basis in the hands of the U.S. Holder immediately after its acquisition, unless the difference was less than a statutorily defined de minimis amount. This rule characterizing gain as ordinary to the extent of accrued market discount will not apply to a U.S. Holder who previously had elected to include market discount in income as it accrued for U.S. federal income tax purposes.

Contingent Payment Debt Instruments. If an old note is a contingent payment debt instrument (within the meaning of Treasury Regulation Section 1.1275-4), then (A) any gain recognized by a U.S. Holder with respect to such note will be treated as interest income and (B) any loss recognized by a U.S. Holder with respect to such note will be ordinary loss to the extent that the U.S. Holder's total interest inclusions on the old note exceed the total net negative adjustments on the old note that the U.S. Holder took into account as ordinary loss. Any additional loss recognized on the disposition of the old note generally will be treated as capital.

Issue Price. For U.S. federal income tax purposes, the "issue price" of a debt instrument (e.g., a new note) depends on whether such instrument is deemed to be "publicly traded." If, at any time during the 60-day period ending 30 days after the issue date of a debt instrument, a substantial amount of the debt instruments in an issue is "traded on an established market" within the meaning of the applicable Regulations, then the debt instrument will be treated as publicly traded and the issue price of the debt instrument will equal the fair market value of that debt instrument on the date of issuance. In general, a debt instrument will be treated as traded on an established securities market if it is listed on a major securities exchange, appears on a system of general circulation that provides a reasonable basis to determine fair market value or otherwise is, among other things, readily quotable by dealers, brokers or traders. For purposes of applying these rules, each tranche of new notes is treated as a separate issue.

While GMAC believes that each tranche of new notes will be publicly traded within the meaning of the applicable Regulations, there can be no assurance that the IRS will accept this position. If a tranche of new notes is not publicly traded and the old note exchanged for a new note in such tranche is also not publicly traded, then the issue price of that new note generally would equal the stated principal amount of such note. In that case, an exchanging U.S. Holder may recognize a larger gain or a smaller loss upon the disposition of the old note pursuant to the offers than such U.S. Holder would have recognized otherwise. U.S. Holders should consult their tax advisors regarding the issue prices for the new notes. The remainder of this discussion assumes that the issue price of each new note will be the fair market value of that note on the date of issuance.

Short-term Old Notes. If an old note had a term of not more than one year on the date it was issued (or deemed to have been issued for U.S. federal income tax purposes), then any gain on the disposition of such old note pursuant to the offers will be treated as ordinary income to the extent that such gain does not exceed an amount equal to the U.S. Holder's ratable share of the OID accrued on such old note. For this purpose, the ratable share of the OID generally is the amount that bears the same ratio to the total amount of OID as (i) the number of days that the U.S. Holder held the obligation at the time of the disposition bears to (ii) the number of days after the date of original issue and up to (and including) the date of its maturity, unless the U.S. Holder has elected to use a daily compounding assumption to determine the amount of OID that had accrued at the time of the disposition. Any remaining gain, and any loss, will be treated as short-term capital gain or loss.

Foreign Currency Denominated Old Notes. A portion of the gain or loss realized by a U.S. Holder on the disposition of a foreign currency denominated old note pursuant to the offers may be characterized as exchange gain or loss. The amount characterized as exchange gain or loss generally will be equal to the difference between (A) the U.S. dollar value of the foreign currency purchase price of the old note on the date the holder purchased such old note and (B) the U.S. dollar value of such foreign currency purchase priceon the date of the disposition. Similarly, a U.S. Holder will recognize exchange gain or loss on the disposition of a foreign currency denominated old note with respect to any accrued OID and Market Discount on the old note that the U.S. Holder has included in gross income ("Accrued Foreign Currency Interest"). The amount of exchange gain or loss on such Accrued Foreign Currency Interest generally will equal the difference between (A) the U.S. dollar value of the Accrued Foreign Currency Interest at the time such Accrued Foreign Currency Interest was taken into account for U.S. tax purposes and (B) the U.S. dollar value of the Accrued Foreign Currency Interest on the date of the disposition. The net amount of the exchange gain or loss with respect to the principal amount of the old note and the exchange gain or loss with respect to the Accrued Foreign Currency Interest will be recognized only to the extent of the total gain or loss realized on the disposition of the foreign currency denominated old note. Any exchange gain or loss recognized on such disposition will be ordinary gain or loss.

Ownership and Disposition of New Notes

Interest Income, Original Issue Discount and Amortizable Bond Premium on New Notes This paragraph generally applies to the new notes, except as otherwise described in this discussion "—Interest Income, Original Issue Discount and Amortizable Bond Premium on New Notes." A U.S. Holder generally will include as ordinary income the qualified stated interest on the new notes in accordance with the U.S. Holder's method of accounting for tax purposes. Not all amounts described as interest on a new note constitute qualified stated interest, and U.S. Holders should consult their tax advisors to determine which, if any, amounts of interest qualify as such on a new note are qualified stated interest. Any amount required to be paid on a new note that is not qualified stated interest is generally treated as part of the stated redemption amount at maturity. If the stated redemption price at maturity of any new note exceeds its issue price, as defined under "—Consequences to Participating U.S. Holders—Disposition of Old Notes Pursuant to the Offers—Issue Price," by more than a de minimis amount (which is generally one-fourth of 1 percent of the face amount multiplied by the number of complete years to maturity), the excess will constitute original issue discount ("OID") for U.S. federal income tax purposes. A U.S. Holder of a new note that is issued with OID would, regardless of its method of accounting, be required to include the OID in ordinary income as interest for U.S. federal income tax purposes as it accrues in accordance with a constant yield method based upon a compounding of interest, before receiving the cash to which that interest income is attributable. Under this method, the U.S. Holder generally will be required to include in income increasingly greater amounts of discount in successive periods. A portion of the original issue discount accruing on certain of the new notes described in this paragraph may be treated as the "dividend equivalent portion" of such discount, and a U.S. Holder that is a corporation may be entitled to a dividends received deduction with respect to such dividend equivalent portion. U.S. Holders should consult their tax advisors regarding the portion, if any, of the OID on the new notes that is the dividend equivalent portion. In the case of a new guaranteed note that pays interest at a variable rate and meets certain other requirements (a "variable rate debt instrument"), the rules generally convert the variable rate debt instrument into a fixed rate debt instrument and then apply the general OID rules to that debt instrument. U.S. Holders should consult their tax advisors regarding the potential applicability of the variable rate debt instrument rules to a new guaranteed note. The U.S. Holder's tax basis in the new notes will be increased by the amount of OID includible in the U.S. Holder's gross income as it accrues.

If the U.S. Holder's basis in a new note exceeds the sum of all amounts payable on the note after the acquisition date (other than payments of qualified stated interest), the excess generally will constitute amortizable bond premium. A U.S. Holder generally may elect to deduct against its interest income on the new notes the portion of the amortizable bond premium allocable to such year, determined in accordance with a constant yield method. The U.S. Holder's tax basis in the new notes will be decreased by the amount of amortizable bond premium allowable as a deduction in each year. An election to deduct amortizable bond premium applies to all taxable bonds held during or after the taxable year for which the election is made, and can be revoked only with the consent of the IRS.

This paragraph applies to new notes that have a term of not more than one year as of the date they are issued. A cash method U.S. Holder generally will include as ordinary income the stated interest on the new notes when such interest is received by the U.S. Holder. The Code may limit a U.S. Holder's deduction for interest on indebtedness that is incurred or continued to purchase or carry a new note, unless the U.S. Holder elects to include the interest on the new notes in the same manner as an accrual method U.S. Holder, as described in this paragraph. Such an election, if made, would apply to all obligations with a term of one year or less that are acquired by the U.S. Holder on or after the first day of the first taxable year to which such election applies. An accrual method U.S. Holder generally will include as ordinary income an amount equal to the OID on a new note. For this purpose, OID equals the amount, if any, by which the sum of the face amount of a new note plus all interest payments on that note exceeds the issue price of the note, as defined under "—Consequences to Participating U.S. Holders—Dispositions of Old Notes Pursuant to the Offers—Issue Price." Such OID will be accrued ratably over the U.S. Holder's holding period for the new note, unless the U.S. Holder elects to accrue OID on the basis of daily compounding. U.S. Holders should consult their tax advisers regarding the making of any election regarding the new notes. The U.S. Holder's tax basis in a new note will be increased by the amount of OID includible in the U.S. Holder's gross income as it accrues.

This paragraph and the following one apply to the ownership of new guaranteed notes that are contingent payment debt instruments within the meaning of Treasury Regulation § 1.1275-4 and that were issued in exchange, in whole or in part, for an old note that was publicly traded. This discussion assumes that the old notes in exchange for which the new guaranteed notes were issued were publicly traded. U.S. Holders should consult their tax advisors regarding the treatment of an old note that was a contingent payment debt instrument that was not publicly traded. The income, deductions, gain, and loss arising from the ownership of a new guaranteed note described in this paragraph will be determined as follows. First, GMAC will determine the comparable yield for the new note as of the date the new guaranteed note is issued. Second, using the comparable yield, GMAC will determine the projected payment schedule for the new guaranteed note as of its issue date. This projected payment schedule generally will remain fixed throughout the term of the new guaranteed note, unless a payment on the new guaranteed note is fixed more than 6 months before it is due. The amount of interest that accrues in each accrual period is the product of the comparable yield as determined above and the adjusted issue price of the new guaranteed note at the beginning of the accrual period. The adjusted issue price of the new guaranteed notes described in this paragraph generally will be increased by the amount of interest accruing in each accrual period, and will be decreased by the amount of cash paid on the new guaranteed notes. The daily portions of interest are then determined by allocating to each day in the accrual period the ratable portion of the interest that accrues in that accrual period. Regardless of its method of accounting, a U.S. Holder of a new guaranteed note must include the daily portions of interest for each day in the U.S. Holder's taxable year on which the U.S. Holder held the new guaranteed note.

If a contingent payment when made exceeds the amount set forth in the projected payment schedule, the excess is a positive adjustment. If a contingent payment when made is less than the amount set forth in the projected payment schedule, the shortfall is a negative adjustment. Positive and negative adjustments from a new guaranteed note are then netted together. A net positive adjustment is taken into account as interest income by the U.S. Holder and a net negative adjustment is an ordinary deduction to the extent of previous inclusions of interest income on the new guaranteed note. Any remaining net negative adjustment is treated as a capital loss.

In the case of a new guaranteed note that is denominated in a currency other than the U.S. dollar, if interest income on the new guaranteed note is not required to be accrued by the U.S. Holder prior to receipt (e.g., because such U.S. Holder is a cash method taxpayer and the interest is qualified stated interest), then the interest payment is translated into U.S. dollars at the spot rate on the date of receipt. The U.S. Holder does not recognize any exchange gain or loss with respect to the receipt of such interest income (although the U.S. Holder may recognize exchange

gain or loss upon the disposition of the nonfunctional currency so received). If interest income on the new guaranteed note is required to be accrued prior to receipt (e.g., under section 1272, 1281 or 163(e) or because the taxpayer uses an accrual method of accounting), such interest income is translated at the average rate (or other rate specified in Treasury Regulations) for the interest accrual period or, with respect to an interest accrual period that spans two taxable years, at the average rate (or other rate specified in Treasury Regulations) for the partial period within the taxable year.

Sale or Other Taxable Disposition of New Notes. When a U.S. Holder sells or otherwise disposes of a new note (including a retirement or redemption) in a taxable disposition, the U.S. Holder will generally recognize gain or loss equal to the difference, if any, between (1) the amount realized on the disposition, less any amount attributable to accrued qualified stated interest, which will be taxable as interest income; and (2) the U.S. Holder's adjusted tax basis in the new note. The U.S. Holder's adjusted tax basis in a new note received pursuant to the offers generally equals the issue price of the new note, as determined under "—Consequences to Participating U.S. Holders—Disposition of Old Notes Pursuant to the Offers—Issue Price," increased by accrued OID or decreased by amortized bond premium. Subject to the remainder of the discussion set forth in the succeeding two paragraphs, any such gain or loss will generally will be capital gain or loss and will be long-term capital gain or loss if the U.S. Holder held the new notes for more than one year on the date of disposition. U.S. Holders should consult their own tax advisors regarding the treatment of capital gains, which, if long term, may be taxed at lower rates than ordinary income for taxpayers who are non-corporate taxpayers, and capital losses, the deductibility of which is subject to limitations.

This paragraph applies to the sale or other disposition (including a redemption or retirement) of new guaranteed notes that are contingent payment debt instruments within the meaning of Treasury Regulation § 1.1275-4 and that were issued in exchange, in whole or in part, for an old note that was publicly traded. This discussion assumes that the old notes in exchange for which the new guaranteed notes were issues were publicly traded. U.S. Holders should consult their tax advisors regarding the treatment of an old note that was a contingent payment debt instrument that was not publicly traded. Any gain recognized by a U.S. Holder with respect to such a new guaranteed note will be treated as interest income and (B) any loss recognized by a U.S. Holder with respect to such a new guaranteed note will be ordinary loss to the extent that the U.S. Holder's total interest inclusions on the new guaranteed note exceed the total net negative adjustments on the new guaranteed note that the U.S. Holder took into account as ordinary loss. Any additional loss recognized on the disposition of the new guaranteed note generally will be treated as capital.

A portion of the gain or loss realized by a U.S. Holder on the disposition of a foreign currency denominated new guaranteed note may be characterized as exchange gain or loss. The amount characterized as exchange gain or loss generally will be equal to the difference between (A) the U.S. dollar value of the foreign currency purchase price of the new guaranteed note on the date the holder purchased such old note and (B) the U.S. dollar value of such foreign currency purchase price on the date of the disposition. Similarly, a U.S. Holder will recognize exchange gain or loss on the disposition of a foreign currency denominated old note with respect to any accrued and unpaid OID and market discount on the new guaranteed note that the U.S. Holder has included in gross income ("Accrued Foreign Currency Interest, as defined above under "Consequences to Participating U.S Holders—Disposition of Old Notes Pursuant to the Offers—Disposition of Foreign Currency Denominated Old Notes"). The amount of exchange gain or loss on such Accrued Foreign Currency Interest generally will equal the difference between (A) the U.S. dollar value of the Accrued Foreign Currency Interest at the time such Accrued Foreign Currency Interest was taken into account for U.S. tax purposes and (B) the U.S. dollar value of the Accrued Foreign Currency Interest on the date of the disposition. The net amount of the exchange gain or loss with respect to the principal amount of the new guaranteed note and the exchange gain or loss with respect to the Accrued Foreign Currency Interest will be recognized only to the extent of the total gain or loss realized on the disposition. Any exchange gain or loss recognized on the disposition will be ordinary gain or loss.

Ownership and Disposition of New Preferred Stock

Dividend Income. A U.S. Holder will include in income when actually or constructively received the gross amount of any distributions that are paid on the new preferred stock out of Blocker Sub's current or accumulated earnings and profits (as determined for U.S. federal income tax purposes). Dividends paid to a non-corporate U.S. Holder in taxable years beginning before January 1, 2011 that constitute qualified dividend income

generally will be taxable to such Holder at a reduced rate provided that the new preferred stock is held for more than 60 days during the 121-day period beginning 60 days before the ex-dividend date (or, if the dividend received is attributable to a period or periods aggregating over 366 days, provided that the new preferred stock is held for more than 90 days during the 181-day period beginning 90 days before the ex-dividend date) and the U.S. Holder meets certain other requirements. GMAC intends to take the position that distributions on the new preferred stock will be eligible to be treated as qualified dividend income to the extent they are made out of the earnings and profits of Blocker Sub. Distributions in excess of current and accumulated earnings and profits, as determined for U.S. federal income tax purposes, will be treated as a non-taxable return of capital to the extent of a U.S. Holder's basis in the new preferred stock and thereafter as capital gain.

If a corporation issues preferred stock that may be redeemed at a price higher than the issue price, the difference between the two prices may be treated under certain circumstances under Section 305(c) of the Code as a constructive distribution of stock by the corporation. Such constructive distribution generally would be taken into account under principles similar to the OID principles discussed above. For U.S. Holders who are corporations, a dividends received deduction may be available with respect to any resulting deemed dividend. U.S. Holders should consult their tax advisors to determine the applicability of Section 305 to their holding of the new preferred stock.

A corporate U.S. Holder generally will be eligible for a 70% dividends-received deduction with respect to dividends paid on the new preferred stock, provided certain holding period and other requirements are met. To be eligible for this dividends-received deduction, a corporate U.S. Holder must hold the new preferred stock for more than 45 days during the 91-day period that begins 45 days before the ex-dividend date (or, if the dividend received is attributable to a period or periods aggregating over 366 days, provided that the new preferred stock is held for more than 90 days during the 181-day period beginning 90 days before the ex-dividend date and must meet certain other requirements. A corporate U.S. Holder should consider the effects of Section 246A of the Code, which reduces the dividends-received deduction allowed to a corporate shareholder that has incurred indebtedness that is "directly attributable" to an investment in portfolio stock such as new preferred stock. U.S. corporate holders should also consider the effect of Section 1059 of the Code, which, under certain circumstances requires a reduction in the basis of the new preferred stock for purposes of calculating gain or loss on a subsequent disposition by the portion of any "extraordinary dividend" that is eligible for the dividend-received deduction. To the extent such portion of the extraordinary dividend exceeds the U.S. corporate holder's basis in the new preferred stock, the U.S. corporate holder will be required to treat such excess as gain from the sale of such stock in the taxable year in which the extraordinary dividend is received. An extraordinary dividend also includes any amount treated as a dividend in the case of a redemption that is either non-pro rata as to all stockholders or in partial liquidation of GMAC, regardless of the U.S. corporate stockholder's holding period and regardless of the size of the dividend.

Sale or Other Disposition of New Preferred Stock. If a U.S. Holder sells or otherwise disposes of the new preferred stock (including a redemption) in a taxable transaction, the U.S. Holder will generally recognize gain or loss equal to the difference, if any, between the amount realized on such disposition and the U.S. Holder's adjusted tax basis in the new preferred stock. The U.S. Holder's adjusted tax basis in the new preferred stock generally will equal the fair market value of the new preferred stock at the time of the receipt, increased by any amount includible in the income of a U.S. Holder under Section 305, as discussed above under "Consequences to Participating U.S Holders—Ownership and Disposition of New Preferred Stock—Dividend Income." Such gain or loss will generally be long-term capital gain or loss if the U.S. Holder held the new preferred stock for more than one year on the date of the sale or other disposition. U.S. Holders should consult their own tax advisors regarding the treatment of capital gains, which may be taxed at lower rates than ordinary income for taxpayers who are non-corporate taxpayers, and losses, the deductibility of which is subject to limitations.

Backup Withholding and Information Reporting

Payments of qualified stated interest or accrued OID on the old notes or the new notes, or dividends paid on the new preferred stock and with respect to amounts realized on the disposition (including a disposition pursuant to the offers, a retirement or a redemption) of the old notes, the new notes, or the new preferred stock may be reported to the IRS and may be subject to backup withholding unless the U.S. Holder (i) is a corporation or other exempt recipient or (ii) provides a valid taxpayer identification number and certifies that no loss of exemption from backup withholding has occurred.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be credited toward a holder's United States federal income tax liability, if any. To the extent that the amounts withheld exceed a holder's tax liability, the excess may be refunded to the holder provided the required information is timely furnished to the IRS.

Consequences to Participating Non-U.S. Holders

Disposition of Old Notes Pursuant to the Offers

Subject to the discussion below regarding information reporting and backup withholding, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding taxes with respect to any gain realized on the disposition of old notes pursuant to the offers unless:

- the Non-U.S. Holder is an individual present in the United States for 183 days or more during the taxable year in which the gain is realized and certain other conditions are met; or

- the Non-U.S. Holder holds the old note in connection with the conduct of a United States trade or business.

Non-U.S. Holders that are described in the first bullet point generally will be subject to tax at a rate of 30% on such gain. Non-U.S. Holders that are described in the second bullet point generally will be taxed as described below under "—Consequences to Participating Non-U.S. Holders—Income Effectively Connected with a U.S. Trade or Business."

To the extent, however, that a Non-U.S. Holder who disposes of old notes pursuant to the offers receives cash for accrued qualified stated interest or OID on the old notes or is treated as realizing interest income instead of capital gain on an old note because the note is treated as a contingent payment debt instrument, see "—Consequences to Participating U.S. Holders—Disposition of Old Notes—Contingent Payment Debt Instruments," the Non-U.S. Holder may be subject to U.S. federal withholding tax unless it can establish an exemption from United States federal income tax with respect to such interest. For the requirements of the exemption, see "—Consequences to Participating Non-U.S. Holders—Ownership of New Notes and New Preferred Stock—Taxation of Interest," below.

Ownership of New Notes and New Preferred Stock

Taxation of Interest. Subject to the discussion below regarding information reporting and backup withholding, a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on interest (including OID) paid on the new notes, if the interest is not effectively connected with a U.S. trade or business, provided that the Non-U.S. Holder:

- does not actually or constructively, directly or indirectly, own 10 percent or more of GMAC's capital or profits interests (and, for periods, if any, when the new notes are treated as issued by a corporation, 10 percent or more of the total combined voting power of all classes of stock of such corporation that are entitled to vote);

- is not a controlled foreign corporation that is related to GMAC (directly or indirectly) through ownership; and

- certifies to its non-US status on IRS Form W-8BEN.

If a Non-U.S. Holder cannot satisfy the requirements described above, payments of interest (including OID) made to the Non-U.S. Holder will be subject to the 30 percent U.S. federal withholding tax, unless the Non-U.S. Holder qualifies for a reduced rate of withholding, or is able to claim a valid exemption, under an income tax treaty (generally, by providing an IRS Form W-8BEN claiming treaty benefits) or establish that such interest is not subject to withholding tax because it is effectively connected with the Non-U.S. Holder's conduct of a trade or

business in the United States, as further discussed below under "—Consequences to Participating Non-U.S. Holders—Income Effectively Connected with a U.S. Trade or Business." A Non-U.S. Holder that is eligible for a reduced rate of United States withholding tax under a tax treaty may also obtain a refund of any amounts withheld in excess of that rate by filing a timely refund claim with the IRS.

Non-U.S. Holders of new notes with a term of less than six months on the date of issuance may be subject to an exemption from U.S. income and withholding tax on the interest on such notes, and such Non-U.S. Holders should consult their tax advisers regarding this potential exemption.

Taxation of Dividends. Subject to the discussion below regarding information reporting and backup withholding, a Non-U.S. Holder generally will be subject to U.S. federal withholding tax on dividends paid on the new preferred stock at a 30% rate or at a lower rate if the Non-U.S. Holder is eligible for the benefits of an income tax treaty that provides for a lower rate. Even if the Non-U.S. Holder is eligible for a lower treaty rate, in order to receive the lower rate, the Non-U.S. Holder must furnish:

- a valid Internal Revenue Service Form W-8BEN or an acceptable substitute form upon which the Non-U.S. Holder has certified, under penalties of perjury, its status as (or, in the case of a Non-U.S. Holder that is an estate or trust, such forms certifying the status of each beneficiary of the estate or trust as) a non-United States person and its entitlement to the lower treaty rate with respect to such payments, or

- in the case of payments made outside the United States to an offshore account (generally, an account maintained by the Non-U.S. Holder at an office or branch of a bank or other financial institution at any location outside the United States), other documentary evidence establishing its entitlement to the lower treaty rate in accordance with U.S. Treasury regulations.

A Non-U.S. Holder that is eligible for a reduced rate of United States withholding tax under a tax treaty may also obtain a refund of any amounts withheld in excess of that rate by filing a timely refund claim with the IRS.

If dividends paid to a Non-U.S. Holder are effectively connected with the conduct of a trade or business within the United States, payors generally are not required to withhold tax from the dividends, provided that the Non-U.S. Holder has furnished to GMAC or another payor an appropriate form, as further discussed below under "—Consequences to Participating Non-U.S. Holders—Income Effectively Connected with a U.S. Trade or Business."

Disposition of New Notes and New Preferred Stock

Disposition of New Notes. Non-U.S. Holders generally will not be subject to U.S. federal income or withholding tax on gain realized on the sale, exchange, redemption or other taxable disposition of a new note unless:

- the Non-U.S. Holder is an individual present in the United States for 183 days or more during the taxable year in which the gain is realized and certain other conditions are met; or

- the Non-U.S. Holder holds the new note in connection with the conduct of a United States trade or business.

Non-U.S. Holders that are described in the first bullet point generally will be subject to tax at a rate of 30% on such gain. Non-U.S. Holders that are described in the second bullet point generally will be taxed as described below under "—Consequences to Participating Non-U.S. Holders—Income Effectively Connected with a U.S. Trade or Business."

To the extent, however, that disposition proceeds represent either qualified stated interest accruing between interest payment dates or OID accruing while the Non-U.S. Holder held the new note, a Non-U.S. Holder who cannot establish an exemption from U.S. federal income and withholding tax may be subject to U.S. withholding tax. See "—Consequences to Participating Non-U.S. Holders—Ownership of New Notes and New Preferred Stock—Taxation of Interest."

Disposition of New Preferred Stock. A Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on gain from the disposition of new preferred stock unless:

- the Non-U.S. Holder is an individual who is present in the United States for 183 or more days in the taxable year of the sale and certain other conditions exist,

- the Non-U.S. Holder holds the new preferred stock in connection with the conduct of a trade or business in the United States, or

- Blocker Sub is or has been a United States real property holding corporation for federal income tax purposes and the Non-U.S. Holder is not eligible for any treaty exemption.

Blocker Sub has not been, is not and does not anticipate becoming a United States real property holding corporation for United States federal income tax purposes. Non-U.S. Holders that are described in the first bullet point generally will be subject to tax at a rate of 30% on such gain. Non-U.S. Holders that are described in the second bullet point generally will be taxed as described below under "—Consequences to Participating Non-U.S. Holders—Income Effectively Connected with a U.S. Trade or Business."

Income Effectively Connected with a U.S. Trade or Business

If a Non-U.S. Holder is or was engaged in a trade or business in the United States and interest (including OID) or gain with respect to an old note or a new note, or dividends or gain with respect to new preferred stock, is or was effectively connected with the conduct of the Non-U.S. Holder's trade or business, and, if a U.S. income tax treaty applies, the Non-U.S. Holder maintains a U.S. "permanent establishment" (or, in the case of an individual, a fixed base) to which the interest or gain is generally attributable, the Non-U.S. Holder may be subject to U.S. income tax on a net income basis on such interest, dividends, or gain in the same manner as a U.S. Holder, as described above under "—Consequences to Participating U.S. Holders." The interest or dividends will be exempt from the generally applicable U.S. withholding tax if the Non-U.S. Holder claims the exemption by providing a properly executed IRS Form W-8ECI or W-8BEN (or a suitable substitute form) (as applicable) to the payer on or before the relevant payment date.

In addition, if a Non-U.S. Holder is a corporation, the Non-U.S. Holder may be subject to a U.S. branch profits tax at a rate of 30 percent, as adjusted for certain items, unless a lower rate applies to the Non-U.S. Holder under a U.S. income tax treaty with the Non-U.S. Holder's country of residence.

Backup Withholding and Information Reporting

A Non-U.S. Holder not subject to United States income tax may nonetheless be subject to backup withholding and information reporting with respect to qualified stated interest paid or OID accrued on the old notes or the new notes, or dividends paid on the new preferred stock and with respect to amounts realized on the disposition (including a disposition pursuant to the offers, a retirement or a redemption) of the old notes, the new notes, or the new preferred stock unless the Non-U.S. Holder provides the withholding agent with the applicable IRS Form W-8 or otherwise establishes an exemption. Non-U.S. Holders should consult their tax advisors as to their qualifications for an exemption from backup withholding and the procedure for obtaining such an exemption.

Consequences to Non-Participating Holders

Holders that do not tender their old notes pursuant to the offers will not recognize gain or loss, and will continue to have the same tax basis and holding period with respect to the old notes as they had before the consummation of the offers.

CERTAIN CANADIAN FEDERAL INCOME TAX CONSEQUENCES

This summary is based on the current provisions of the *Income Tax Act* (Canada) (the "Tax Act"), the regulations thereunder (the "Regulations"), specific proposals to amend the Tax Act or the Regulations publicly announced by the Canadian Minister of Finance prior to the date hereof (the "Tax Proposals") and the current administrative published practices of the Canada Revenue Agency (the "CRA"). This summary is not exhaustive of all possible Canadian federal income tax consequences and, except for the Tax Proposals, does not otherwise take into account or anticipate any changes in law or administrative practice, nor does it take into account income tax laws or consequences of any province or territory of Canada which may differ from the federal income tax consequences described herein, or any jurisdiction other than Canada.

This summary is not intended to be, and should not be interpreted as, legal or tax advice to any particular holder of old notes, and no representations with respect to the income tax consequences to any particular holder of old notes are made. Accordingly, holders should consult their own tax advisors for advice with respect to the tax consequences to them of exchanging old notes and holding and disposing of new notes and new preferred stock including the application and effect of the income and other tax laws of any country, provincial or local tax authority.

All amounts relating to the tender of old notes and the acquisition, holding and disposition of new notes and new preferred stock must be converted into Canadian dollars for the purposes of the Tax Act based on exchange rates as determined in accordance with the Tax Act.

Non-Resident Holders

The following is a summary of the principal Canadian federal income tax consequences generally applicable to a holder (a "Non-Resident Holder") of old notes of General Motors Acceptance Corporation of Canada, Limited ("GMAC Canada") who exchanges such old notes for cash or new notes and new preferred stock pursuant to the offers and who, for purposes of the Tax Act and any applicable tax treaty, as applicable, and at all relevant times, (i) is not resident nor deemed to be resident in Canada; (ii) holds old notes, new notes and new preferred stock as capital property; (iii) does not use or hold (and is not deemed to use or hold) old notes, new notes or new preferred stock in connection with a trade or business carried on (or deemed to be carried on) in Canada; and (iv) deals at arm's length with GMAC, Blocker Sub and GMAC Canada. For the purpose of the Tax Act, related persons (as defined therein) are deemed not to deal at arm's length, and it is a question of fact whether persons not related to each other deal at arm's length. In general, old notes, new notes and new preferred stock will be considered to be capital property to a Non-Resident Holder unless the Non-Resident Holder holds old notes, new notes or new preferred stock in the course of carrying on a business or acquired old notes, new notes or new preferred stock as part of an adventure or concern in the nature of trade. Special rules, which are not discussed in this summary, may apply to non-resident insurers carrying on an insurance business in Canada and elsewhere, and accordingly, such persons should consult their own tax advisors.

Tender of Old Notes for Cash or New Notes and New Preferred Stock

Amounts paid to a Non-Resident Holder of old notes of GMAC Canada pursuant to the offers, including amounts in respect of accrued interest paid by GMAC, will not be subject to Canadian withholding tax. No taxes on income (including taxable capital gains) will be payable by a Non-Resident Holder in respect of the disposition of old notes of GMAC Canada pursuant to the offer.

Holding and Disposition of New Notes

The payment by GMAC of interest, principal or premium, if any, on the new notes to a Non-Resident Holder will not be subject to Canadian withholding tax.

In addition, no other tax on income (including taxable capital gains) will be payable under the Tax Act by a Non-Resident Holder in respect of the acquisition, holding, redemption or disposition of the new notes.

Disposition of New Preferred Stock

A Non-Resident Holder will generally not be subject to tax under the Tax Act in respect of any capital gain arising on a disposition or deemed disposition of new preferred stock (including upon the death of the Non-Resident Holder) unless, at the time of disposition, such new preferred stock (i) constitutes taxable Canadian property of the holder for purposes of the Tax Act; and (ii) such holder is not entitled to relief under an applicable tax treaty. In some, but not necessarily all, circumstances stock which is listed on a designated stock exchange will not constitute taxable Canadian property of a non-resident. There are no present plans to list the new preferred stock. Even if the new preferred stock is not listed on a designated stock exchange at the time such new preferred stock is disposed of, it will generally not constitute taxable Canadian property of a Non-Resident Holder unless (i) the Non-Resident Holder uses or holds or is deemed to use or hold such new preferred stock in or in the course of carrying on business in Canada; (ii) at any time during the 60 month period immediately preceding the disposition of the new preferred stock (A) the fair market value of all of the properties of Blocker Sub each of which was a taxable Canadian property, a Canadian resource property, a timber resource property, an income interest in a trust resident in Canada or certain interests or options therein was greater than 50% of the fair market value of all of its properties, and (B) more than 50% of the fair market value of the new preferred stock was derived directly or indirectly from a combination of real property situated in Canada, Canadian resource properties and timber resource properties; or (iii) the new preferred stock was otherwise deemed to be taxable Canadian property. If the new preferred stock held by the Non-Resident Holder does not constitute taxable Canadian property or if a capital gain in respect of the new preferred stock would because of an applicable tax treaty be exempt from tax under the Tax Act, any capital loss arising upon the disposition of the new preferred stock will not be available to offset a capital gain realized in respect of another property, which may be subject to tax under the Tax Act. To the extent the new preferred stock disposed of constitutes taxable Canadian property, the Non-Resident Holder will be required to file a Canadian tax return, even if the gain arising from such a disposition is exempt from tax because of an applicable tax treaty.

CERTAIN DUTCH TAX CONSEQUENCES

The following is a general summary and the tax consequences as described here may not apply to a holder of old notes and new securities. Any holder of old notes and new securities should consult his tax adviser for more information about the tax consequences of participating in the offering for the exchange of old notes for new securities.

This taxation summary solely addresses the principal Dutch tax consequences of the exchange of old notes for cash or new securities and to the ownership and disposition of new securities. It does not consider every aspect of taxation that may be relevant to a particular holder of old notes and new securities under special circumstances or who is subject to special treatment under applicable law. Where in this summary English terms and expressions are used to refer to Dutch concepts, the meaning to be attributed to such terms and expressions shall be the meaning to be attributed to the equivalent Dutch concepts under Dutch tax law.

This summary is based on the tax law of the Netherlands (unpublished case law not included) as it stands at the date of this offering memorandum. The law upon which this summary is based is subject to change, possibly with retroactive effect. Any such change may invalidate the contents of this summary, which will not be updated to reflect such change. This summary assumes that each transaction with respect to old notes and new securities is at arm's length.

Withholding tax

All payments under the old notes and new securities may be made free from withholding or deduction of or for any taxes of whatever nature imposed, levied, withheld or assessed by the Netherlands or any political subdivision or taxing authority of or in the Netherlands, except, in the case of old notes issued by a Dutch resident issuer, where such old notes are issued under terms and conditions that they are capable of being classified for Dutch tax purposes as equity of a Dutch resident issuer or actually function as equity of such issuer within the meaning of article 10, paragraph 1, letter d, of the Dutch Corporation Tax Act 1969 (*Wet op de vennootschapsbelasting 1969*) and where old notes are redeemable in exchange for, convertible into or linked to shares or other equity instruments issued or to be issued by such issuer or by any entity related to such issuer.

Taxes on income and capital gains

Non-resident holders of old notes and new securities

The summary set out in this section "Dutch Taxation—Taxes on income and capital gains" applies only to a holder of old notes and new securities who is neither resident, nor deemed to be resident, in the Netherlands for purposes of Dutch income tax or corporation tax, as the case may be, and who, in the case of an individual, has not elected to be treated as a resident of the Netherlands for Dutch income tax purposes (a "Non-Resident holder of old notes and new securities").

Individuals. A Non-Resident holder of old notes and new securities who is an individual will not be subject to any Dutch taxes on income or capital gains in respect of any benefits derived or deemed to be derived from old notes and new securities, including any payment under old notes and new securities and any gain realized on the disposal of old notes in the offering and of new securities, except if:

(1) he derives profits from an enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net value of such enterprise, other than as a shareholder, such enterprise either being managed in the Netherlands or carried on, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands, and his old notes or new securities, as the case may be, are attributable to such enterprise; or

(2) he derives benefits or is deemed to derive benefits from old notes or new securities, as the case may be, that are taxable as benefits from miscellaneous activities in the Netherlands (*resultaat uit overige werkzaamheden in Nederland*).

If a holder of old notes is an individual who does not come under exception 1, and if he derives or is deemed to derive benefits from old notes, including any payment thereunder and any gain realized on the disposal thereof in the offering, such benefits are taxable as benefits from miscellaneous activities in the Netherlands if he, or an individual who is a connected person in relation to him as meant by article 3.91, paragraph 2, letter b, or c, of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*), has a substantial interest (*aanmerkelijk belang*) in a Dutch resident issuer of old notes.

A person has a substantial interest in a Dutch resident issuer of old notes if such person—either alone or, in the case of an individual, together with his partner (partner), if any—owns, directly or indirectly, either a number of shares representing five per cent. or more of the total issued and outstanding capital (or the issued and outstanding capital of any class of shares) of the Dutch resident issuer, or rights to acquire, directly or indirectly, shares, whether or not already issued, representing five per cent. or more of the total issued and outstanding capital (or the issued and outstanding capital of any class of shares) of the Dutch resident issuer, or profit participating certificates (*winstbewijzen*) relating to five per cent. or more of the annual profit of the Dutch resident issuer or to five per cent. or more of the liquidation proceeds of the Dutch resident issuer.

A person who is entitled to the benefits from shares or profit participating certificates (for instance a holder of a right of usufruct) is deemed to be a holder of shares or profit participating certificates, as the case may be, and such person's entitlement to such benefits is considered a share or a profit participating certificate, as the case may be.

Furthermore, a Non-resident holder of old notes and new securities who is an individual and who does not come under exception (1) above may, *inter alia*, derive benefits from old notes and new securities that are taxable as benefits from miscellaneous activities in the following circumstances, if such activities are performed or deemed to be performed in the Netherlands:

(a) if his investment activities go beyond the activities of an active portfolio investor, for instance in the case of use of insider knowledge (*voorkennis*) or comparable forms of special knowledge; or

(b) if he makes old notes or new securities, as the case may be, available or is deemed to make old notes or new securities available, legally or in fact, directly or indirectly, to certain parties as meant by articles 3.91 and 3.92 of the Dutch Income Tax Act 2001 (*Wet inkomstenbelasting 2001*) under circumstances described there.

Attribution rule. Benefits derived or deemed to be derived from certain miscellaneous activities by a child or a foster child who is under eighteen years of age, are attributed to the parent who exercises, or the parents who exercise, authority over the child, regardless of whether the child is resident in the Netherlands or abroad.

Entities. A Non-Resident holder of old notes and new securities other than an individual will not be subject to any Dutch taxes on income or capital gains in respect of benefits derived or deemed to be derived from old notes and new securities, including any payment under old notes and new securities and any gain realized on the disposal of old notes in the offering and of new securities, except if:

(a) such Non-Resident holder of old notes and new securities derives profits from an enterprise, whether as an entrepreneur (*ondernemer*) or pursuant to a co-entitlement to the net value of such enterprise, other than as a holder of securities, such enterprise either being managed in the Netherlands or carried on, in whole or in part, through a permanent establishment or a permanent representative in the Netherlands, and its old notes or new securities, as the case may be, are attributable to such enterprise; or

(b) in the case of old notes, such Non-Resident holder of old notes and new securities has a substantial interest in the Dutch resident issuer.

A person other than an individual has a substantial interest in the Dutch resident issuer, (x) if it has a substantial interest in the Dutch resident issuer (as described above under Individuals) or (y) if it has a deemed

substantial interest in the Dutch resident issuer. A deemed substantial interest may be present if its shares, profit participating certificates or rights to acquire shares or profit participating certificates in the Dutch resident issuer have been acquired by such person or are deemed to have been acquired by such person on a non-recognition basis.

General. Subject to the above, a Non-Resident holder of old notes and new securities will not be subject to income taxation in the Netherlands by reason only of the execution (*ondertekening*), delivery (*overhandiging*) and/or enforcement of the documents relating to the offers or the performance by the Dutch resident issuer and GMAC of their obligations under such documents or under the old notes and the new securities, respectively.

Gift and inheritance taxes

A person who acquires new securities as a gift, in form or in substance, or who acquires or is deemed to acquire new securities on the death of an individual, will not be subject to Dutch gift tax or to Dutch inheritance tax, as the case may be, unless:

(i) the donor is, or the deceased was resident or deemed to be resident in the Netherlands for purposes of gift or inheritance tax, as the case may be; or

(ii) the new securities are or were attributable to an enterprise or part of an enterprise that the donor or the deceased carried on through a permanent establishment or a permanent representative in the Netherlands at the time of the gift or of the death of the deceased; or

(iii) the donor made a gift of new securities, then became a resident or deemed resident of the Netherlands, and died as a resident or deemed resident of the Netherlands within 180 days of the date of the gift.

Other taxes and duties

No Dutch registration tax, transfer tax, stamp duty or any other similar documentary tax or duty, other than court fees, is payable in the Netherlands in respect of or in connection with the execution, delivery and/or enforcement by legal proceedings (including the enforcement of any foreign judgment in the courts of the Netherlands) of the documents relating to the offers, the issuance of the new securities, the performance by the Dutch resident issuer, GMAC and the note guarantors of their obligations under such documents or under the old notes and new securities or in respect of or in connection with the transfer of old notes and new securities, except where old notes are issued under such terms and conditions that they represent an interest in real property, or rights over real property, situated in the Netherlands, within the meaning of article 2, paragraph 2, of the Dutch Legal Transactions Taxes Act (*Wet op belastingen van rechtsverkeer*) and where such old notes are transferred, exchanged or redeemed.

CERTAIN ERISA CONSIDERATIONS

The following is a summary of certain considerations associated with disposition of old notes pursuant to the offers and the acquisition, holding and, to the extent relevant, disposition of new securities by an employee benefit plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), a plan described in Section 4975 of the Code, including an individual retirement account ("IRA") or a Keogh plan, a plan subject to provisions under applicable federal, state, local, non-U.S. or other laws or regulations that are similar to the provisions of Title I of ERISA or Section 4975 of the Code ("Similar Laws") and any entity whose underlying assets include "plan assets" by reason of any such employee benefit or retirement plan's investment in such entity (each of which we refer to as a "Plan").

General Fiduciary Matters. ERISA and the Code impose certain duties on persons who are fiduciaries of a Plan subject to Title I of ERISA or Section 4975 of the Code (an "ERISA Plan") and prohibit certain transactions involving the assets of an ERISA Plan with its fiduciaries or other interested parties. In general, under ERISA and the Code, any person who exercises any discretionary authority or control over the administration of such an ERISA Plan or the management or disposition of the assets of such an ERISA Plan, or who renders investment advice for a fee or other compensation to such an ERISA Plan, is generally considered to be a fiduciary of the ERISA Plan. Employee benefit plans that are governmental plans (as defined in Section 3(32) of ERISA), certain church plans (as defined in Section 3(33) of ERISA or Section 4975(g)(3) of the Code) and non-U.S. plans (as described in Section 4(b)(4) of ERISA) are not subject to the requirements of ERISA or Section 4975 of the Code (but may be subject to similar prohibitions under Similar Laws).

In considering a disposition of the old notes pursuant to the offers and the acquisition, holding and, to the extent relevant, disposition of new securities with a portion of the assets of a Plan, a fiduciary should determine whether the investment is in accordance with the documents and instruments governing the Plan and the applicable provisions of ERISA, the Code or any Similar Law relating to a fiduciary's duties to the Plan including, without limitation, the prudence, diversification, delegation of control and prohibited transaction provisions of ERISA, the Code and any other applicable Similar Laws.

Prohibited Transaction Issues. Section 406 of ERISA and Section 4975 of the Code prohibit ERISA Plans from engaging in specified transactions involving plan assets with persons or entities who are "parties in interest," within the meaning of ERISA, or "disqualified persons," within the meaning of Section 4975 of the Code, unless an exemption is available. A party in interest or disqualified person who engages in a non-exempt prohibited transaction may be subject to excise taxes and other penalties and liabilities under ERISA and the Code. In the case of an IRA, the occurrence of a prohibited transaction could cause the IRA to lose its tax-exempt status.

The disposition of old notes pursuant to the offers and the acquisition, holding and, to the extent relevant, disposition of new securities by an ERISA Plan with respect to which GMAC, the Dealer Managers, the Information Agent, the Exchange Agent or a guarantor of the old notes is considered a party in interest or a disqualified person may constitute or result in a direct or indirect prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code, unless the investment is acquired and is held in accordance with an applicable statutory, class or individual prohibited transaction exemption. In this regard, the U.S. Department of Labor (the "DOL") has issued prohibited transaction class exemptions, or "PTCEs," that may apply to the acquisition and holding of the old notes or new notes. These class exemptions include, without limitation, PTCE 84-14 respecting transactions determined by independent qualified professional asset managers, PTCE 90-1 respecting insurance company pooled separate accounts, PTCE 91-38 respecting bank collective investment funds, PTCE 95-60 respecting life insurance company general accounts and PTCE 96-23 respecting transactions determined by in-house asset managers. Plans that acquired or held old notes in reliance on PTCE 84-14 should note that the offers may constitute a renewal under Part V(i) of PTCE 84-14 and any such Plan should consult its counsel to evaluate whether PTCE 84-14 remains applicable. In addition, Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code each provides a limited exemption, called the "service provider exemption," from the prohibited transaction provisions of ERISA and Section 4975 of the Code for certain transactions, provided that neither the issuer of the securities nor any of its affiliates (directly or indirectly) have or exercise any discretionary authority or control or render any investment advice with respect to the assets of any ERISA Plan involved in the transaction and provided further that the ERISA Plan pays no more than adequate consideration in connection with the transaction. There can be no assurance that all of the conditions of any such exemptions will be satisfied.

Because of the foregoing, the new securities should not be acquired or held by any person investing "plan assets" of any Plan, unless such acquisition and holding will not constitute a non-exempt prohibited transaction under ERISA or Section 4975 of the Code or similar violation of any applicable Similar Laws.

Representation. Each holder of old notes that submits a letter of transmittal, or agrees to the terms of a letter of transmittal pursuant to an agent's message, and each holder of new securities will be deemed to have represented and warranted that either (i) it is not a Plan and no portion of the assets used to acquire or hold the old notes or the new securities constitutes assets of any Plan or (ii) the disposition of an old note and the acquisition and holding of a new securities will not constitute a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or similar violation under any applicable Similar Laws.

The foregoing discussion is general in nature and is not intended to be all inclusive. Due to the complexity of these rules and the penalties that may be imposed upon persons involved in non-exempt prohibited transactions, it is particularly important that fiduciaries, or other persons considering exchanging old notes for new securities on behalf of, or with the assets of, any Plan, consult with their counsel regarding the potential applicability of ERISA, Section 4975 of the Code and any Similar Laws to such investment and whether an exemption would be applicable to the purchase and holding of the new securities. The disposition of old notes pursuant to the offers and the acquisition, holding and, to the extent relevant, disposition of new notes by a Plan is in no respect a representation by us or any of our affiliates or representatives that such an investment meets all relevant legal requirements with respect to investments by such plans generally or any particular plan, or that such an investment is appropriate for Plans generally or any particular Plan.

OFFER AND TRANSFER RESTRICTIONS

The new securities have not been registered under the Securities Act or any other applicable securities laws and, unless so registered, the new securities may not be offered, sold, pledged or otherwise transferred within the United States or to or for the account of any U.S. person, except pursuant to an exemption from the registration requirements thereof. Accordingly, the new securities are being offered and issued only (i) in the United States, to persons who are both "qualified institutional buyers," as that term is defined in Rule 144A under the Securities Act ("QIBs") and "qualified purchasers" (as defined below) and (ii) outside the United States, to persons who are not "U.S. persons," as that term is defined in Rule 902 under the Securities Act and who are also both "non-U.S. qualified offerees" (as defined below) and qualified purchasers.

Each holder of old notes that submits a letter of transmittal, or agrees to the terms of a letter of transmittal pursuant to an agent's message, will be deemed to represent, warrant and agree as follows (terms used in this paragraph that are defined in the Investment Company Act of 1940 or Rule 144A or Regulation S under the Securities Act are used herein as defined therein and terms used in this paragraph that are defined in this offering memorandum are used herein as so defined):

(1) It (x)(A) (i) is a QIB and (ii) is acquiring the new securities for its own account or for the account of a QIB, or (B) is not a U.S. person, is not acquiring the new securities for the account or benefit of a U.S. person and is acquiring the new securities in an offshore transaction pursuant to Regulation S under the Securities Act and is a non-U.S. qualified offeree and (y) is a "qualified purchaser" (as defined below).

(2) It understands that the new securities are being offered in a transaction not involving any public offering in the United States within the meaning of the Securities Act, that the new securities have not been and, except as described in this offering memorandum with respect to the new notes only (See "Registration Rights"), will not be registered under the Securities Act and that (A) if in the future it decides to offer, resell, pledge or otherwise transfer any of the new securities, such new securities may be offered, resold, pledged or otherwise transferred only (x) with respect to the new notes (i) in the United States to a person whom the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (ii) outside the United States in a transaction complying with the provisions of Rule 904 under the Securities Act, (iii) pursuant to the exemption from registration under the Securities Act provided by Rule 144 (if available), (iv) pursuant to an effective registration statement under the Securities Act or (v) to us or any of our subsidiaries, in each of cases (i) through (v) in accordance with any applicable securities laws of any state of the United States and (y) with respect to new preferred stock (i) prior to the expiration of the applicable holding period with respect to the new preferred stock set forth in Rule 144 of the Securities Act, (A) in the United States to a person whom the seller reasonably believes is both a qualified purchaser and a QIB in a transaction meeting the requirements of Rule 144A, (B) outside the United States to a qualified purchaser in a transaction complying with the provisions of Rule 904 under the Securities Act, (ii) to a qualified purchaser or (iii) to us or any of our subsidiaries, in each of cases (i) through (iii) in accordance with any applicable securities laws of any state of the United States, and that (B) it will, and each subsequent holder is required to, notify any subsequent purchaser of the new securities from it of the resale restrictions referred to in clause (A) above.

(3) It understands that the new notes will, until the expiration of the applicable holding period with respect to the new notes set forth in Rule 144 of the Securities Act, unless otherwise agreed by us and the holder thereof, bear a legend substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(i) REPRESENTS THAT IT (A)(I) IS A QIB AND (II) IS ACQUIRING THE NEW NOTES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB OR (B) IS NOT A U.S. PERSON, IS NOT ACQUIRING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT;

(ii) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB, IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, (C) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT, (D) PURSUANT TO THE EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT (IF AVAILABLE) OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; AND

(iii) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED (OTHER THAN A TRANSFER PURSUANT TO CLAUSE (ii)(D) OR (ii)(E) ABOVE) A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

IN CONNECTION WITH ANY TRANSFER OF THIS SECURITY OR ANY INTEREST HEREIN WITHIN THE TIME PERIOD REFERRED TO ABOVE, THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT THIS CERTIFICATE TO THE TRUSTEE. AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT.

This legend for new notes will be removed upon the earlier of the expiration of the time period referred to under Rule 144(d) as described in this clause (3) above or the transfer of the new notes pursuant to clause (ii)(C) or (ii)(D) above.

(4) It understands that for so long as the new preferred stock are securities of Blocker Sub, the new preferred stock will (x) prior to the expiration of the applicable holding period with respect to the new preferred stock set forth in Rule 144 of the Securities Act, be transferable (A) in the United States to a person whom the seller reasonably believes is both a qualified purchaser and a QIB in a transaction meeting the requirements of Rule 144A, (B) outside the United States to a qualified purchaser in a transaction complying with the provisions of Rule 904 under the Securities Act and (y) after the expiration of the applicable holding period with respect to the new preferred stock set forth in Rule 144 of the Securities Act, be transferable only to qualified purchasers and (z) bear legends substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(i) REPRESENTS THAT IT (X)(A)(I) IS A QIB AND (II) IS ACQUIRING THE NEW PREFERRED STOCK FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB OR (B) IS NOT A U.S. PERSON, IS NOT ACQUIRING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON, AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT AND (Y) IS A QUALIFIED

PURCHASER (AS DEFINED IN THE INVESTMENT COMPANY ACT OF 1940 (THE "INVESTMENT COMPANY ACT"); AND

(ii) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QIB AND A QUALIFIED PURCHASER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB AND A QUALIFIED PURCHASER, IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR (C) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QUALIFIED PURCHASER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED PURCHASER, IN COMPLIANCE WITH THE INVESTMENT COMPANY ACT OF 1940 AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; AND

(iii) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT.

In addition, it understands that at such time as the new preferred stock become securities of GMAC following the corporate conversion and (x) prior to the expiration of the applicable holding period with respect to the new preferred stock set forth in Rule 144 of the Securities Act, be transferable (A) in the United States to a person whom the seller reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A, (B) outside the United States in a transaction complying with the provisions of Rule 904 under the Securities Act and (y) bear legends substantially to the following effect:

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") AND, ACCORDINGLY, MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS, EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(i) REPRESENTS THAT IT (A)(I) IS A QIB AND (II) IS ACQUIRING THE NEW PREFERRED STOCK FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB OR (B) IS NOT A U.S. PERSON, IS NOT ACQUIRING THIS SECURITY FOR THE ACCOUNT OR BENEFIT OF A U.S. PERSON, AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH REGULATION S UNDER THE SECURITIES ACT; AND

(ii) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, (B) TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QIB PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QIB, IN COMPLIANCE WITH RULE 144A UNDER THE SECURITIES ACT, OR (C) OUTSIDE THE UNITED STATES IN AN OFFSHORE TRANSACTION IN COMPLIANCE WITH RULE 904 UNDER THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; AND AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

AS USED HEREIN, THE TERMS "OFFSHORE TRANSACTION," "UNITED STATES" AND "U.S. PERSON" HAVE THE MEANINGS GIVEN TO THEM BY RULE 902 OF REGULATION S UNDER THE SECURITIES ACT.

The preceding legends for new preferred stock will be removed upon the expiration of the time period referred to under Rule 144(d) as described in clause (3) above. The following legend for new preferred stock will not be removed until such time as the new preferred stock become securities of GMAC following the corporate conversion.

BY ITS ACQUISITION HEREOF OR OF A BENEFICIAL INTEREST HEREIN, THE HOLDER:

(i) REPRESENTS THAT IT IS A QUALIFIED PURCHASER AND IS ACQUIRING THE NEW PREFERRED STOCK FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED PURCHASER;

(ii) AGREES THAT IT WILL NOT RESELL OR OTHERWISE TRANSFER THIS SECURITY EXCEPT (A) TO THE ISSUER OR ANY SUBSIDIARY THEREOF, OR (B) TO A PERSON WHOM THE HOLDER REASONABLY BELIEVES IS A QUALIFIED PURCHASER PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED PURCHASER AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS; AND

(iii) AGREES THAT IT WILL DELIVER TO EACH PERSON TO WHOM THIS SECURITY OR AN INTEREST HEREIN IS TRANSFERRED A NOTICE SUBSTANTIALLY TO THE EFFECT OF THIS LEGEND.

IN CONNECTION WITH ANY TRANSFER OF THIS SECURITY OR ANY INTEREST HEREIN, THE HOLDER MUST CHECK THE APPROPRIATE BOX SET FORTH ON THE REVERSE HEREOF RELATING TO THE MANNER OF SUCH TRANSFER AND SUBMIT THIS CERTIFICATE TO THE TRUSTEE.

(5) If you are an acquirer in a transaction that occurs outside the United States within the meaning of Regulation S, you acknowledge that until the expiration of the "40-day distribution compliance period" within the meaning of Rule 903 of Regulation S under the Securities Act, any offer or sale of the new securities shall not be made by you to a U.S. person or for the account or benefit of a U.S. person within the meaning of Rule 902 under the Securities Act, except in compliance with applicable securities laws.

(6) It (a) is able to act on its own behalf in the transactions contemplated by this offering memorandum, (b) has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of its prospective investment in the new securities, and (c) (or the account for which it is acting) has the ability to bear the economic risks of its prospective investment in the new securities and can afford the complete loss of such investment.

(7) It acknowledges that (a) none of GMAC, the Information Agent, the Exchange Agent, the Dealer Managers or any person acting on behalf of any of the foregoing has made any statement, representation, or warranty, express or implied, to it with respect to GMAC or the offer or sale of any new securities, other than the information we have included in this offering memorandum, including the information incorporated herein by reference (and as supplemented to the expiration date), and (b) any information it desires concerning GMAC, the new securities or any other matter relevant to its decision to acquire the new securities (including a copy of the offering memorandum) is or has been made available to it.

(8) It acknowledges that we, the Dealer Managers and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If you are acquiring any new securities for the account of one or more QIBs, you represent that you have full power to make the foregoing acknowledgements, representations and agreements on behalf of such account.

For purposes of the offers, "Non-U.S. qualified offeree" means:

(i) legal entities in the EEA that are authorized or regulated to operate in the financial markets in the applicable jurisdiction or, if not so authorized or regulated, whose corporate purpose is solely to invest in securities;

(ii) legal entities in the EEA that have two or more of:

(A) an average of at least 250 employees during the last financial year;

(B) a total balance sheet of more than €43,000,000; and

(C) annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts;

(iii) any other entity in the EEA in circumstances that do not require the publication of a prospectus by us in the applicable jurisdiction pursuant to Article 3 of the Prospectus Directive (Directive 2003/71/EC of the European Union) as implemented by any Member State of the EEA; or

(iv) any entity outside the United States and the EEA to whom the offers related to the Notes may be made in compliance with any applicable laws and regulations.

For purposes of the offers, the following are deemed not to be "Non-U.S. qualified offerees":

(i) any holder to whom the securities have been publicly offered, sold or advertised, directly or indirectly, in or from Switzerland;

(ii) any holder that is an Italian resident or person located in the Republic of Italy;

(iii) any holder in France, other than (i) persons providing investment services relating to portfolio management for the account of third parties and/or (ii) a qualified investor (*investisseurs qualifiés*) acting for its own account, all as defined in, and in accordance with, Articles L.411-1, L. 411-2 and D. 411-1 to D.411-3 of the *Code monétaire et financier;*

(iv) any holder in Germany that is not a qualified investor, as defined in the German Securities Prospectus Act (*Wertpapierprospektgesetz*);

(v) any holder in the United Kingdom, unless such holder is either (i) an investment professional within the meaning of Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Financial Promotion Order") or (ii) a high net worth entity as defined in the Financial Promotion Order or (iii) another person to whom the offer may lawfully be communicated falling within Article 49(2)(a) to (e) of the Financial Promotion Order or Article 43 of the Financial Promotion Order;

(vi) any holder in Ireland that is not a "qualified investor," as defined in the Irish Prospectus (Directive 2003/71/EC) Regulations 2005; and

(vii) any holder in Norway that has not also registered as a professional investor with the Oslo Stock Exchange.

For purposes of the offers, "qualified purchaser" means:

(i) any natural person (including any person who will hold a joint, community property, or other similar shared ownership interest with that person's qualified purchaser spouse) who owns not less than $5,000,000 in investments (with the amount of investments for

purposes of this definition determined in accordance with Rule 2a51-1 of the Investment Company Act);

(ii) any company that owns not less than $5,000,000 in investments and that is owned directly or indirectly by or for two or more natural persons who are related as siblings or spouse (including former spouses), or direct lineal descendants by birth or adoption, spouses of such persons, the estates of such persons, or foundations, charitable organizations, or trusts established by or for the benefit of such persons;

(iii) any trust that is not covered by clause (ii) and that was not formed for the specific purpose of acquiring the securities offered, as to which the trustee or other person authorized to make decisions with respect to the trust, and each settlor or other person who has contributed assets to the trust, is a person described in clause (i), (ii), or (iv); or

(iv) any person acting for its own account or the accounts of other qualified purchasers, who in the aggregate owns and invests on a discretionary basis, not less than $25,000,000 in investments;

provided, that the term "qualified purchaser" does not include a company that, but for the exceptions provided for in paragraph (1) or (7) of section 3(c) of the Investment Company Act, would be an investment company (hereafter in this paragraph referred to as an "excepted investment company"), unless all beneficial owners of its outstanding securities (other than short-term paper), determined in accordance with section 3(c)(1)(A) of the Investment Company Act, that acquired such securities on or before April 30, 1996 (hereafter in this paragraph referred to as "pre-amendment beneficial owners"), and all pre-amendment beneficial owners of the outstanding securities (other than short-term paper) of any excepted investment company that, directly or indirectly, owns any outstanding securities of such excepted investment company, have consented to its treatment as a qualified purchaser. Unanimous consent of all trustees, directors, or general partners of a company or trust referred to in clause (ii) or (iii) of the paragraph above shall constitute consent for purposes of this proviso.

LEGAL MATTERS

Certain legal matters with respect to the new securities offered hereby will be passed upon for GMAC by Wachtell, Lipton, Rosen & Katz. Certain U.S. tax matters with respect to the new securities offered hereby will be passed upon for GMAC by Alston + Bird LLP. Certain Canadian tax matters with respect to the new securities offered hereby will be passed upon for GMAC by Davies Ward Phillips & Vineberg LLP. Certain Dutch tax matters with respect to the new securities offered hereby will be passed upon for GMAC by Loyens & Loeff N.V. Certain legal matters with respect to the new securities offered hereby will be passed upon for the Dealer Managers by Cahill Gordon & Reindel LLP.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

GMAC's financial statements as of December 31, 2007 and 2006 and for each of the years in the three-year period ended December 31, 2007 and the effectiveness of internal control over financial reporting as of December 31, 2007 incorporated by reference in this offering memorandum, have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports incorporated by reference herein.

The Exchange Agent for the offers is:

Global Bondholder Services Corporation

By Facsimile (Eligible Guarantor Institutions Only)
(212) 430-3775
(provide call back telephone number
on fax cover sheet for confirmation)
Confirmation:
(212) 430-3774

By Mail, Overnight Courier or Hand Delivery
Global Bondholder Services Corporation
65 Broadway – Suite 723
New York, New York 10006
Attn: Corporate Actions

Questions, requests for assistance and requests for additional copies of this offering memorandum and related letter of transmittal may be directed to the information agent or the Dealer Managers at their respective addresses or telephone numbers set forth below.

The Information Agent for the offers is:

Global Bondholder Services Corporation
65 Broadway – Suite 723
New York, New York 10006
Attn: Corporate Actions
Banks and Brokers call: (212) 430-3774
Toll-free: (866) 794-2200

The Luxembourg Tender Agent for the offers is:

Deutsche Bank Luxembourg S.A.
Deutsche Bank Luxembourg SA
2, Bld Konrad Adenauer
L-1115 Luxembourg
Email: xchange.offer@db.com

The Dealer Managers for the offers are:

Banc of America Securities LLC

214 North Tryon Street, 17th Floor
Charlotte, North Carolina 28255
Attn: Debt Advisory Services
(888) 292-0070 (toll-free)
(704) 388-4813 (collect)

Citigroup Global Markets Inc.

390 Greenwich Street, 4th Floor
New York, New York 10013
Attn: Liability Management Group
(800) 558-3745 (toll-free)
(212) 723-6106 (collect)

Goldman, Sachs & Co.

85 Broad Street
New York, New York 10004
Attn.: Liability Management Group
212-357-4692 (collect)
(800) 828-3182 (toll-free)

J.P. Morgan Securities Inc.

270 Park Avenue
New York, New York 10017
Attn.: High Yield Capital Markets
(212) 270-1200 (collect)