UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549-1004

FORM 8-K

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

Date of Report (Date of earliest event reported) August 2, 2017

GENERAL MOTORS COMPANY
(Exact name of registrant as specified in its charter)

DELAWARE	**001-34960**	**27-0756180**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification No.)**

300 Renaissance Center, Detroit, Michigan	**48265-3000**
(Address of principal executive offices)	**(Zip Code)**

(313) 556-5000
Registrant's telephone number, including area code

Not Applicable
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On August 2, 2017, General Motors Company (the "Company") and Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, for themselves and as representatives of the several other underwriters named therein (collectively, the "Underwriters"), entered into an underwriting agreement (the "Underwriting Agreement"), pursuant to which the Company agreed to sell to the Underwriters, and the Underwriters agreed to purchase from the Company, $3.0 billion aggregate principal amount of the Company's senior notes, consisting of $500 million aggregate principal amount of Floating Rate Senior Notes due 2020 (the "Floating Rate Notes"), $750 million aggregate principal amount of 4.200% Senior Notes due 2027 (the "2027 Notes"), $1 billion aggregate principal amount of 5.150% Senior Notes due 2038 (the "2038 Notes") and $750 million aggregate principal amount of 5.400% Senior Notes due 2048 (the "2048 Notes" and, together with the Floating Rate Notes, the 2027 Notes and the 2038 Notes, the "Notes").

On August 7, 2017, the Company closed the offering of the Notes. The Floating Rate Notes, the 2027 Notes, the 2038 Notes and the 2048 Notes were each issued as a separate series of debt securities pursuant to the indenture, dated as of September 27, 2013 (the "Base Indenture"), between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by a fourth supplemental indenture, dated as of August 7, 2017 (the "Supplemental Indenture"), between the Company and the Trustee. The Supplemental Indenture, along with the Base Indenture, each as amended and supplemented, govern the terms of the Notes. In connection with the closing of the offering of the Notes, the Company entered into a calculation agency agreement in respect of the Floating Rate Notes, dated as of August 7, 2017, with the Bank of New York Mellon, as calculation agent (the "Calculation Agency Agreement").

In connection with the offering of the Notes, the Company filed with the Securities and Exchange Commission (the "SEC") a Prospectus Supplement, dated August 2, 2017, and a Prospectus, dated February 7, 2017, which was included as part of the Company's shelf registration statement (File No. 333-215924) that became effective under the Securities Act of 1933, as amended, when filed with the SEC on February 7, 2017.

The foregoing description of the Underwriting Agreement, Supplemental Indenture and Calculation Agency Agreement does not constitute a complete summary of these documents and is qualified by reference in its entirety to the full text of the Underwriting Agreement, Supplemental Indenture and Calculation Agency Agreement, which are filed herewith as Exhibit 1.1, Exhibit 4.1 and Exhibit 4.2, respectively, and incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits

EXHIBIT

Exhibit	Description
Exhibit 1.1	Underwriting Agreement, dated August 2, 2017, by and among General Motors Company, as issuer, and Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC, as representatives of the several underwriters named therein
Exhibit 4.1	Fourth Supplemental Indenture, dated as of August 7, 2017, to the Indenture, dated as of September 27, 2013, between General Motors Company, as issuer, and The Bank of New York Mellon, as Trustee

Exhibit 4.2	Calculation Agency Agreement, dated as of August 7, 2017, between General Motors Company and The Bank of New York Mellon, as calculation agent
Exhibit 4.3	Form of General Motors Company Floating Rate Senior Notes due 2020 (included in Exhibit 4.1)
Exhibit 4.4	Form of General Motors Company 4.200% Senior Notes due 2027 (included in Exhibit 4.1)
Exhibit 4.5	Form of General Motors Company 5.150% Senior Notes due 2038 (included in Exhibit 4.1)
Exhibit 4.6	Form of General Motors Company 5.400% Senior Notes due 2048 (included in Exhibit 4.1)
Exhibit 5.1	Opinion of Jenner & Block LLP
Exhibit 23.1	Consent of Jenner & Block LLP (included in Exhibit 5.1)

SIGNATURE

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

GENERAL MOTORS COMPANY
(Registrant)

/s/ Rick E. Hansen

By: Corporate Secretary and Lead Counsel, Securities and Corporate Governance

Date: August 8, 2017

Exhibit 1.1

EXECUTION VERSION

$3,000,000,000

GENERAL MOTORS COMPANY

Floating Rate Senior Notes due 2020
4.200% Senior Notes due 2027
5.150% Senior Notes due 2038
5.400% Senior Notes due 2048

Underwriting Agreement

August 2, 2017

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I hereto

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

I.

General Motors Company, a Delaware corporation (the "**Company**"), proposes to issue and sell to the several underwriters named in Schedule I hereto (collectively, the "**Underwriters**"), for whom Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as representatives (the "**Representatives**"), $500,000,000 aggregate principal amount of its Floating Rate Senior Notes

due 2020 (the "**Floating Rate Notes**"), $750,000,000 aggregate principal amount of its 4.200% Senior Notes due 2027 (the "**2027 Notes**"), $1,000,000,000 aggregate principal amount of its 5.150% Senior Notes due 2038 (the "**2038 Notes**") and $750,000,000 aggregate principal amount of its 5.400% Senior Notes due 2048 (the "**2048 Notes**" and, together with the Floating Rate Notes, the 2027 Notes and the 2038 Notes, the "**Securities**") all to be issued pursuant to the provisions of an Indenture dated as of September 27, 2013 (as defined below) (the "**Base Indenture**") between the Company and The Bank of New York Mellon, as Trustee (the "**Trustee**"), as supplemented by a supplemental indenture to be dated as of the Closing Date (the "**Fourth Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**") between the Company and the Trustee.

The Company has filed with the Securities and Exchange Commission (the "**Commission**") a registration statement, including a prospectus (File No. 333-215924), on Form S-3 relating to certain securities of the Company (the "**Shelf Securities**"), including the Securities, to be sold from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (together with the rules and regulations of the Commission promulgated thereunder, the "**Securities Act**"), is hereinafter referred to as the "**Registration Statement,**" and the related prospectus covering the Shelf Securities dated February 7, 2017 in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Basic Prospectus**." The Basic Prospectus, as supplemented by the prospectus supplement specifically relating to the Securities in the form first used to confirm sales of the Securities (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "**Prospectus**," and the term "**Preliminary Prospectus**" means any preliminary form of the Prospectus (including any preliminary prospectus supplement and the Basic Prospectus attached thereto) filed with the Commission pursuant to Rule 424(b) under the Securities Act.

The term "**Permitted Free Writing Prospectus**" as used herein means the documents identified in Schedule II hereto and any other "**free writing prospectus**" (as defined in Rule 405 under the Securities Act) that the Representatives and the Company shall hereafter agree in writing to treat as part of the Disclosure Package. The term "**Disclosure Package**" as used herein means the Preliminary Prospectus dated August 2, 2017 together with the term sheet set forth in Annex II-A hereto and any other Permitted Free Writing Prospectuses. "**Initial Sale Time**" shall mean 5:55 P.M. Eastern Standard Time on the date of this Agreement. As used herein, the terms "Registration Statement," "Basic Prospectus," "Preliminary Prospectus," "Disclosure Package" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms "**supplement**," "**amendment**" and "**amend**" as used herein with respect to the Registration Statement, the Basic Prospectus, the Preliminary Prospectus, the Disclosure Package or the Prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), that are deemed to be incorporated by reference therein.

II.

The Company hereby agrees to sell to the several Underwriters, and each Underwriter, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agrees, severally and not jointly, to purchase from the Company the respective principal amount of Securities set forth in Schedule I hereto opposite its name at a purchase price of 99.750% of the principal amount thereof in the case of the Floating Rate Notes, 99.402% of the principal amount thereof in the case of the 2027 Notes, 99.287% of the principal amount thereof in the case of the 2038 Notes and 99.052% of the principal amount thereof in the case of the 2048 Notes (in respect of each series of Notes, the "**Purchase Price**") plus accrued interest, if any, from August 7, 2017 to the Closing Date.

III.

The Company is advised by the Representatives that the Underwriters propose to make a public offering of their respective portions of the Securities as soon as practicable after this Agreement is entered into as in the Representatives' judgment is advisable upon the terms and conditions set forth in this Agreement and the Disclosure Package and to be set forth in the Prospectus.

IV.

The Company will deliver the Securities, against payment of the Purchase Price therefor plus accrued interest, if any, from August 7, 2017 to the Closing Date (as defined below), in the form of one or more permanent global securities (the "**Global Securities**") deposited with the Trustee as custodian for The Depository Trust Company ("**DTC**") and registered in the name of Cede & Co. as nominee for DTC. Interests in any permanent Global Securities will be held only in book-entry form through DTC, except in the limited circumstances described in the Registration Statement, the Disclosure Package and the Prospectus. Payment for the Securities shall be made by the several Underwriters through the Representatives by wire transfer in immediately available funds to an account specified by the Company at 10:00 A.M. (New York time) on August 7, 2017, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Article XV (such date and time of delivery and payment for the Securities being herein called the "**Closing Date**"), against delivery to the Trustee as custodian for DTC of the Global Securities representing all of the Securities.

V.

The several obligations of the Underwriters hereunder are subject to the following conditions:

(a) (i) No stop order suspending the effectiveness of the Registration Statement in the United States shall be in effect and no proceedings for such purpose shall be pending before or threatened by the Commission; (ii) there shall have been no material adverse change (not in the ordinary course of business) or any material development involving a prospective material adverse change (not in the ordinary course of business) in the financial condition of the Company and its subsidiaries, taken as a whole, in each case, from that set forth in the

Registration Statement, the Disclosure Package and the Prospectus; (iii) the representations and warranties of the Company in this Agreement that are subject to any limitation as to "materiality" or "material adverse effect" shall be true and correct in all respects on and as of the Closing Date with the same effect as if made on the Closing Date, and the representations and warranties of the Company in this Agreement that are not subject to any limitation as to "materiality" or "material adverse effect" shall be true and correct in all material respects on and as of the Closing Date with the same effect as if made on the Closing Date; and (iv) the Representatives shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer, including without limitation the Treasurer or Assistant Treasurer of the Company (acting on behalf of the Company and without personal liability), to the foregoing effect. The officer making such certificate may rely upon the best of his knowledge as to proceedings threatened or prospective changes.

(b) If the Company has rated debt outstanding, subsequent to the execution and delivery of this Agreement and prior to the Closing Date, there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any of the debt securities of the Company by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the Exchange Act. For the avoidance of doubt, any undrawn balance under the Second Amended and Restated 3-Year Revolving Credit Agreement, dated as of May 26, 2016, among the Company, General Motors Financial Company, Inc., GM Europe Treasury Company AB, General Motors do Brasil Ltda., the other subsidiary borrowers from time to time parties thereto, the several lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Citibank, N.A., as syndication agent and the Second Amended and Restated 5-Year Revolving Credit Agreement, dated as of May 26, 2016, among the Company, General Motors Financial Company, Inc., General Motors do Brasil Ltda., the other subsidiary borrowers from time to time parties thereto, the several lenders from time to time party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and Citibank, N.A., as syndication agent, shall not be considered outstanding debt for purposes of this clause (b).

(c) No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal or state governmental or regulatory authority that would, as of the Closing Date, prevent the sale of the Securities by the Company in the United States; and no injunction or order of any federal or state court shall have been issued that would, as of the Closing Date, prevent the sale of the Securities by the Company in the United States.

(d) The Representatives shall have received on the Closing Date (i) an opinion of an attorney on the Legal Staff of the Company, dated the Closing Date, to the effect set forth in Exhibit A-1, and (ii) a Rule 10b-5 statement of an attorney on the Legal Staff of the Company, dated the Closing Date, to the effect set forth in Exhibit A-2.

(e) The Representatives shall have received on the Closing Date (i) an opinion of counsel for the Company, dated the Closing Date, to the effect set forth in Exhibit A-3, and (ii) a Rule 10b-5 statement of counsel for the Company, dated the Closing Date, to the effect set forth in Exhibit A-4.

(f) The Representatives shall have received on the Closing Date (i) an opinion of counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit B-1, and (ii) a Rule 10b-5 statement of counsel for the Underwriters, dated the Closing Date, to the effect set forth in Exhibit B-2.

(g) The Representatives shall have received on each of the date hereof and the Closing Date customary "comfort letters," dated the date hereof or the Closing Date, as the case may be, in form and substance reasonably satisfactory to the Representatives, from Deloitte & Touche LLP.

(h) The Representatives shall have received on the Closing Date (i) duly executed copies of the Indenture and (ii) specimen copies of the global notes representing the Securities.

VI.

In further consideration of the agreements of the Underwriters contained in this Agreement, the Company covenants as follows:

(a) To furnish the Representatives, upon written request, without charge, a copy of the Disclosure Package and the Registration Statement, including exhibits and materials, if any, incorporated by reference therein and, during the period beginning with the Initial Sale Time (and, in the case of the Prospectus, prior to 10:00 A.M. New York City time on the business day next succeeding the date of this Agreement) and ending on the later of the Closing Date, or such date as the Prospectus is no longer required by the Securities Act to be delivered in connection with the initial offering or sale of the Securities (including in circumstances where such requirement may be satisfied pursuant to Rule 172) (the "**Prospectus Delivery Period**"), as many copies of the Disclosure Package, the Prospectus, any Permitted Free Writing Prospectuses, any documents incorporated by reference therein and any supplements and amendments thereto, as applicable, in all cases as the Representatives may reasonably request.

(b) During the Prospectus Delivery Period, (x) before amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus (including by way of filing with the Commission any documents incorporated by reference therein), to furnish the Representatives a copy of each such proposed amendment or supplement, and (y) to notify the Representatives as promptly as practicable of the filing with the Commission of any such amendment or supplement to the Registration Statement, the Disclosure Package or the Prospectus.

(c) To furnish to the Representatives, upon written request, copies of each amendment and supplement to the Registration Statement, the Disclosure Package or the Prospectus (including by way of filing with the Commission any documents incorporated by reference therein), in such quantities as the Representatives may from time to time reasonably request; and if, during the Prospectus Delivery Period, either (i) any event shall have occurred as a result of which the Registration Statement, the Disclosure Package or the Prospectus, in each case as then so amended or supplemented would, as determined by the Company, include any untrue statement of a material fact, or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they

were made, not misleading, or (ii) for any other reason, as determined by the Company, it shall be necessary to amend or supplement the Registration Statement, the Disclosure Package or the Prospectus, in each case as then so amended or supplemented, or to file under the Exchange Act any document incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus, as the case may be, in order to comply with the Securities Act or the Exchange Act, the Company will (A) notify the Underwriters to suspend offers and sales of the Securities and if notified by the Company, the Underwriters shall forthwith suspend such solicitation and cease using the Registration Statement, the Disclosure Package or the Prospectus, as the case may be and in each case as then amended or supplemented, and (B) promptly prepare and file with the Commission such document incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus, as the case may be, or promptly prepare an amendment or supplement to such Registration Statement, Disclosure Package or Prospectus, as applicable, which will correct such statement or omission or effect such compliance, and will provide to the Underwriters without charge a reasonable number of copies thereof as requested by the Underwriters, which the Underwriters shall use thereafter.

(d) To furnish to the Representatives a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which the Representatives reasonably object.

(e) To use its reasonable best efforts to cooperate with the Underwriters and their counsel in connection with the qualification or registration of the Securities for offer and sale under the securities or "Blue Sky" laws of such jurisdictions as the Representatives may reasonably request and to maintain such qualification in effect for as long as may be necessary to complete the sale of the Securities pursuant to this Agreement; *provided*, *however*, that in connection therewith the Company shall not be required to qualify as a foreign corporation to do business, or to file a general consent to service of process, in any jurisdiction, or to take any other action that would subject it to general service of process or to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(f) The Company will as promptly as practicable notify the Representatives of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus, any of the Disclosure Package or the Prospectus or having the effect of ceasing or suspending trading in the Securities or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act or the receipt by the Company of any notice with respect to any suspension of the qualification or distribution of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Company will use its reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus, any of the Disclosure Package or the Prospectus or suspending any such qualification or distribution of the Securities, or having the effect of ceasing or suspending trading in the Securities, and, if any such order is issued, will use its reasonable best efforts as soon as practicable to obtain the withdrawal thereof.

(g) The Company, during the Prospectus Delivery Period, will file timely (giving effect to any grace periods or extensions available under applicable Commission regulations) all documents required to be filed with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act.

(h) Without the prior written consent of the Representatives on behalf of the Underwriters, the Company will not, during the period beginning on the date hereof and continuing to and including the Closing Date, offer, sell, contract to sell or otherwise dispose of any debt securities of the Company or warrants to purchase debt securities of the Company substantially similar to the Securities (other than the sale of the Securities under this Agreement).

(i) The Company will (i) in respect of the Securities, promptly within the time periods specified therein, effect the filings required of it pursuant to Rule 424 and/or Rule 433 under the Securities Act, and (ii) take such steps as it deems necessary to ascertain promptly whether any Permitted Free Writing Prospectus transmitted for filing under Rule 433 of the Securities Act was received for filing by the Commission and, in the event that such Permitted Free Writing Prospectus was not so received, it will promptly file the relevant Permitted Free Writing Prospectus.

VII.

(a) Each of the Underwriters, severally and not jointly, represents and warrants to, and agrees with, the Company that:

(i) in relation to each Member State of the European Economic Area (each, a "**Relevant Member State**"), it has not made and will not make an offer of Securities to the public in that Relevant Member State other than (A) to any legal entity which is a qualified investor as defined in the Prospectus Directive; (B) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive), as permitted under the Prospectus Directive, subject to obtaining the prior consent of the Representatives; or (C) in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Securities shall require the Company or any Underwriter to publish a prospectus pursuant to Article 3 of the Prospectus Directive or supplement a prospectus pursuant to Article 16 of the Prospectus Directive. For the purpose of this provision, (x) the expression "**an offer to the public**" in relation to any Securities in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Securities to be offered so as to enable an investor to decide to purchase or subscribe the Securities, as the same may be varied in the Relevant Member State by any measure implementing the Prospectus Directive in the Relevant Member State and (y) the expression "**Prospectus Directive**" means Directive 2003/71/EC (as amended, including by Directive 2010/73/EU), and includes any relevant implementing measure in the Relevant Member State;

(ii) (A) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the Financial Services and Markets Act 2000 (the "**FSMA**")) received by it in connection with the issue or sale of any Securities in circumstances in which Section 21(1) of the FSMA does not apply to

the Company; and (B) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Securities in, from or otherwise involving the United Kingdom;

(iii) (A) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Securities other than (i) to "**professional investors**" as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under that Ordinance, or (ii) in other circumstances which do not result in the document being a "**prospectus**" as defined in the Companies Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer or invitation to the public within the meaning of that Ordinance; and (B) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Securities, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Securities which are or are intended to be disposed of only to persons outside Hong Kong or only to ''professional investors'' as defined in the Securities and Futures Ordinance and any rules made under that Ordinance;

(iv) the Securities have not been and will not be registered under the Financial Instruments and Exchange Law of Japan (the "**Financial Instruments and Exchange Law**") and each Underwriter has agreed that it will not offer or sell any Securities, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Law and any other applicable laws, regulations and ministerial guidelines of Japan.

(v) the Prospectus Supplement has not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, the Prospectus Supplement and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Securities may not be circulated or distributed, nor may the 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 (A) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (B) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA, or (C) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA. Where the Securities are subscribed or purchased under Section 275 by a relevant person which is: (y) a corporation (which is not an accredited investor) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (z) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, shares, debentures and units

of shares and debentures of that corporation or the beneficiaries' rights and interest in that trust shall not be transferable for 6 months after that corporation or that trust has acquired the Securities under Section 275 except: (1) to an institutional investor under Section 274 of the SFA or to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA; (2) where no consideration is given for the transfer; or (3) by operation of law.

(b) Each of the Underwriters, severally and not jointly, represents and warrants to, and agrees with, the Company that:

(i) it has not made and will not make any offer relating to the Securities that would constitute a free writing prospectus (other than a free writing prospectus which (A) is a Permitted Free Writing Prospectus or (B) consists of the electronic roadshow slides and accompanying audio recording), without the prior written consent of the Company, and any free writing prospectus or Permitted Free Writing Prospectus prepared by or on behalf of such Underwriter will only be used by such Underwriter if it complies in all material respects with the requirements of the Securities Act;

(ii) (A) it is aware that, other than registering and qualifying the Securities under the Securities Act, qualifying the Indenture under the Trust Indenture Act (as defined below) and complying with any applicable U.S. state securities or "Blue Sky" laws, no action has been or will be taken by the Company that would permit the offer or sale of the Securities or possession or distribution of the Preliminary Prospectus, the Disclosure Package or the Prospectus, or any other offering material relating to the Securities, in any jurisdiction where action for that purpose is required and (B) accordingly, it will observe all applicable laws and regulations in each jurisdiction in or from which it may directly or indirectly acquire, offer, sell or deliver Securities or have in its possession or distribute the Preliminary Prospectus, the Disclosure Package or the Prospectus or any other offering material relating to the Securities, and it will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of Securities under the laws and regulations in force in any such jurisdiction to which it is subject or in which it makes such purchase, offer or sale;

(iii) none of the Company or any Underwriter shall have any responsibility for determining what compliance is necessary by any Underwriter or any other Underwriter or for the Underwriters or any other Underwriter obtaining such consents, approvals or permissions;

(iv) it will take no action that will impose any obligations on the Company or the other Underwriters; and

(v) without the Company's consent, the Underwriters are not authorized to give any information or to make any representation not contained in the Preliminary Prospectus, the Disclosure Package or the Prospectus or any documents specifically referred to therein or in any free writing prospectus which (A) is a Permitted Free Writing Prospectus or (B) consists of the electronic roadshow slides and accompanying audio recording, in connection with the offer and sale of the Securities.

VIII.

The Company represents and warrants to each of the several Underwriters that:

(a) Each part of the Registration Statement, when such part became effective, did not contain, and each part, as amended or supplemented, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(b) The Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Preliminary Prospectus does not contain and the Prospectus, in the form used by the Underwriters to confirm sales and on the Closing Date, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(d) At the Initial Sale Time, the Disclosure Package did not, and at the time of each sale of the Securities in connection with the offering when the Prospectus is not yet available to prospective purchasers and at the Closing Date, the Disclosure Package, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

(e) Each Permitted Free Writing Prospectus, when considered together with the Disclosure Package, and any Additional Written Offering Communication (as defined below), when taken together with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) No Issuer Free Writing Prospectus (as defined in Rule 433 under the Securities Act), as supplemented and amended by and taken together with the Disclosure Package, conflicts in any material respect with the information contained in the Registration Statement and the Prospectus. Each Issuer Free Writing Prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the Securities Act.

(g) As of the applicable effective date of the Registration Statement and any amendment thereto, the Registration Statement complied and as of the Closing Date will comply in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "**Trust Indenture Act**").

(h) Each document, if any, filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder.

(i) Except for (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act, (ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) the Permitted Free Writing Prospectuses identified in Schedule II hereto and (v) the electronic road show slides and accompanying audio recording furnished to you before first use ("**Additional Written Offering Communication**"), the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities.

Notwithstanding anything to the contrary in this Agreement, the representations and warranties set forth in the foregoing clauses (a)-(h) shall not apply to statements in or omissions from the Registration Statement, the Disclosure Package, the Prospectus or any Permitted Free Writing Prospectus (or any amendment or supplement to any of the foregoing) (i) made in reliance upon and in conformity with information relating to any Underwriter furnished to the Company in writing by any Underwriter expressly for use therein, or (ii) any information contained in any free writing prospectus prepared by any Underwriter(s), except to the extent such information has been accurately extracted from the Registration Statement, the Disclosure Package or the Prospectus or any Permitted Free Writing Prospectus prepared by the Company, or otherwise provided in writing by the Company and included in such free writing prospectus prepared by or on behalf of any Underwriter(s).

(j) The financial statements (including the related notes thereto) of the Company and its consolidated subsidiaries included or incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus comply in all material respects with the applicable requirements of the Securities Act and present fairly in all material respects the financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles in the United States applied on a consistent basis throughout the periods covered thereby, except as may be expressly stated therein; and any supporting schedules included or incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus present fairly in all material respects the information required to be stated therein.

(k) Except in each case as otherwise disclosed or incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus, since the date of the most recent financial statements of the Company included or incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus, (i) there has not been any material change in the capital stock of the Company (other than the exercise of warrants described in the Registration Statement, the Disclosure Package or the Prospectus or the grant and/or exercise of options or other equity-based awards under existing equity incentive plans described in the Registration Statement, the Disclosure Package or the Prospectus), or long-term debt of the Company or any of the subsidiaries of the Company listed on Schedule III hereto (the "**Subsidiaries**"), or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Company on any class of capital stock (other than regular quarterly dividends on

the Company's common stock), or any material adverse change in or affecting the business, properties, management, financial position or results of operations of the Company and its subsidiaries, taken as a whole; (ii) neither the Company nor any of its Subsidiaries has entered into any transaction or agreement (whether or not in the ordinary course of business) that is material to the Company and its subsidiaries, taken as a whole, or incurred any liability or obligation, direct or contingent, that is material to the Company and its subsidiaries, taken as a whole; and (iii) neither the Company nor any of its Subsidiaries has sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except as would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(l) All pending or, to the knowledge of the Company, threatened legal or governmental proceedings to which the Company or any of its Subsidiaries is a party or to which any of the properties of the Company or any of its Subsidiaries is subject and that are required by the Securities Act to be disclosed in the Registration Statement, the Disclosure Package or the Prospectus have been accurately described or incorporated by reference therein in all material respects. There are no material regulations, contracts or other documents that are required to be described in the Registration Statement, the Disclosure Package or the Prospectus or to be filed as exhibits to the Company's reports incorporated by reference therein filed by the Company with the Commission pursuant to the Exchange Act that are not described or incorporated by reference or filed as required. No litigation or proceeding is pending, or, to the knowledge of the Company, threatened to restrain or enjoin the power or ability of the Company to perform its obligations under this Agreement, the Indenture or the Securities or to consummate the transactions contemplated by the Disclosure Package or the Prospectus.

(m) The Company has filed the Registration Statement with the Commission, and such Registration Statement has become effective under the Securities Act. The Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement. The Company is not an "ineligible issuer," as defined under the Securities Act, at the times specified in the Securities Act in connection with the offering of the Securities. No stop order suspending the effectiveness of the Registration Statement in the United States is in effect, and no proceedings for such purpose are pending before, or, to the knowledge of the Company, threatened by, the Commission.

(n) Neither the Company nor any of its Subsidiaries is (i) in violation of its charter or by-laws or similar organizational documents; (ii) in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of its Subsidiaries is a party or by which the Company or any of its Subsidiaries is bound or to which any of the properties or assets of the Company or any of its Subsidiaries are subject; or (iii) in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any

such default or violation that would not, individually or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, or on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by the Disclosure Package or the Prospectus.

(o) The execution and delivery by the Company of, and the performance by the Company of its obligations under, each of this Agreement, the Indenture and the Securities, do not and will not contravene or violate any provision of applicable law or the certificate of incorporation or by-laws of the Company or any indenture, mortgage or other agreement or instrument binding upon the Company or any of its Subsidiaries that is material to the Company and its subsidiaries, taken as a whole, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Company or any Subsidiary.

(p) No material authorization, consent or approval of, or registration or filing with, any governmental or public body or regulatory authority in the United States is required on the part of the Company for the sale of the Securities in accordance with this Agreement or the performance by the Company of its obligations under this Agreement, the Indenture and the Securities, other than (i) the registration of the Securities under the Securities Act, (ii) the qualification of the Indenture under the Trust Indenture Act, (iii) compliance with the securities or "Blue Sky" laws of various jurisdictions, (iv) those required by the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("**FINRA**"), or (v) those that have already been obtained.

(q) The Company has been duly incorporated, is validly existing as a corporation in good standing under the laws of the State of Delaware, has the corporate power and authority to own its property and to conduct its business as described in the Disclosure Package and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(r) The Company has full power and authority to execute and deliver each of this Agreement, the Indenture and the Securities and to perform its obligations under each of this Agreement, the Indenture and the Securities; and all action required to be taken for the due and proper authorization, execution and delivery of each of this Agreement, the Indenture and the Securities (and the consummation of the transactions contemplated thereby) has been duly and validly taken (other than, in the case of the Fourth Supplemental Indenture and the Securities, the actual execution and delivery of such documents).

(s) The authorized and outstanding capitalization of the Company conforms in all material respects to the description thereof set forth in each of the Registration Statement, the Disclosure Package and the Prospectus.

(t) All the outstanding shares of capital stock or other equity interests of each Subsidiary owned, directly or indirectly, by the Company have been duly and validly authorized and issued, are fully paid and non-assessable (except, in the case of any foreign subsidiary, for directors' qualifying shares and except as otherwise described in the Registration Statement, the

Disclosure Package and the Prospectus) and are so owned free and clear of any lien, charge, encumbrance or security interest, except for such liens, charges, encumbrances or security interests that would not have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(u) The Securities have been duly authorized and, when executed, authenticated and issued in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of this Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability, and will be entitled to the benefits of the Indenture pursuant to which such Securities are to be issued.

(v) The issuance of the Securities will not be subject to any preemptive or similar rights.

(w) (i) The Indenture has been duly authorized by the Company, (ii) upon effectiveness of the Registration Statement, the Indenture was duly qualified under the Trust Indenture Act, (iii) the Base Indenture is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability and (iv) the Fourth Supplemental Indenture will be, when executed and delivered by the Company and each other party thereto, a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and equitable principles of general applicability.

(x) Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, no person has the right to require the Company or any of its Subsidiaries to register any securities for sale under the Securities Act by reason of the issuance and sale of the Securities and the public offering thereof upon the terms and conditions set forth in this Agreement and the Disclosure Package and to be set forth in the Prospectus.

(y) The Company has not (i) used any free writing prospectus in connection with the offer or sale of the Securities other than a Permitted Free Writing Prospectus or (ii) used a Permitted Free Writing Prospectus except in compliance with Rule 433 under the Securities Act and otherwise in compliance with the Securities Act.

(z) The Company and its Subsidiaries own, license or otherwise possess, or can acquire on reasonable terms, adequate rights to use all material patents, patent rights, inventions, copyrights, trade secrets, trademarks, service marks and trade names currently employed by them in connection with the business now operated by them as described in the Registration Statement, the Disclosure Package and the Prospectus, except as such would not have a material adverse effect on the Company and its subsidiaries, taken as a whole; and neither the Company nor any of its Subsidiaries has received any notice of infringement of or conflict with asserted rights of others with respect to any of the foregoing, which, if determined adversely to the Company or its Subsidiaries, would have a material adverse effect on the Company and its subsidiaries, taken as a whole.

(aa) Except for matters that are described in the Registration Statement, the Disclosure Package and the Prospectus or that would not have a material adverse effect on the Company and its subsidiaries, taken as a whole, no labor dispute with the employees of the Company or any of its Subsidiaries exists or, to the knowledge of the Company, is imminent.

(bb) Except as would not give rise to any material liabilities under Environmental Laws, the Company represents to the best of its knowledge and belief that: (i) the Company and its Subsidiaries are, and at all prior times were, in material compliance with all applicable federal, state, local and foreign laws, rules and regulations relating to pollution or the protection of the environment, natural resources or human health or safety, including those relating to the generation, storage, treatment, use, handling, transportation, or Release of Hazardous Materials (collectively, "**Environmental Laws**"), (ii) the Company and its Subsidiaries are in material compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses, (iii) the Company and its Subsidiaries have not received notice of any liability under or relating to violation of, any Environmental Laws, including for the investigation or remediation of any Release of Hazardous Materials, (iv) there are no proceedings that are pending against the Company or any of its Subsidiaries under any Environmental Laws in which a governmental entity is also a party, other than such proceedings in which it is reasonably believed that no monetary sanctions in excess of $100,000 will be imposed, (v) the Company and its Subsidiaries are not aware of any facts or issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws, including the Release of Hazardous Materials, that could reasonably be expected to have a material effect on the capital expenditures, earnings or competitive position of the Company and its subsidiaries, taken as a whole, and (vi) none of the Company and its Subsidiaries anticipates material capital expenditures relating to any Environmental Laws.

(cc) To the knowledge of the Company, there has been no storage, generation, transportation, use, handling, treatment, or Release of Hazardous Materials by, relating to or caused by the Company or any of its Subsidiaries at, on, under or from any property or facility owned or operated by the Company in violation of any Environmental Laws or in a manner or amount or to a location that could reasonably be expected to result in any liability under any Environmental Law, except for any violation or liability which would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company and its subsidiaries, taken as a whole. "**Hazardous Materials**" means any material, chemical, substance, waste, pollutant, contaminant, compound, mixture, or constituent thereof, in any form or amount, including petroleum (including crude oil or any fraction thereof) and petroleum products, natural gas liquids, asbestos and asbestos containing materials, naturally occurring radioactive materials, brine, and drilling mud, regulated or which can give rise to liability under any Environmental Law. "**Release**" means any spilling, leaking, seepage, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, disposing, depositing, dispersing, or migrating in, into or through the environment.

(dd) Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus or as would not have a material adverse effect on the Company and its subsidiaries, taken as a whole: (i) each employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), which is subject to

ERISA, for which the Company or any member of its "Controlled Group" (defined as any organization which is a member of a controlled group of corporations within the meaning of Section 414(b) or (c) of the Internal Revenue Code of 1986, as amended (the "**Code**")) would have any liability (other than a "multiemployer plan" within the meaning of Section 3(37) of ERISA) (each, a "**Plan**") has been maintained in compliance with its terms and the requirements of any applicable statutes, orders, rules and regulations, including but not limited to ERISA and the Code; (ii) no prohibited transaction, within the meaning of Section 406 of ERISA or Section 4975 of the Code, has occurred with respect to any Plan, excluding transactions effected pursuant to a statutory or administrative exemption; (iii) for each Plan that is subject to the funding rules of Section 412 of the Code or Section 302 of ERISA, the minimum funding standard of Section 412 of the Code or Section 302 of ERISA, as applicable, has been satisfied (without taking into account any funding variance pursuant to Section 412(c) of the Code or Section 302(c) of ERISA) and is reasonably expected to be satisfied in the future (without taking into account any funding variance pursuant to Section 412(c) of the Code or Section 302(c) of ERISA); (iv) no "reportable event" (within the meaning of Section 4043(c) of ERISA) has occurred or is reasonably expected to occur with respect to a Plan covered by Title IV of ERISA; (v) neither the Company nor any member of the Controlled Group has incurred, nor reasonably expects to incur, any liability under Title IV of ERISA with respect to the termination of, or withdrawal from, a Plan (other than contributions to the Plan or premiums to the Pension Benefit Guaranty Corporation, in the ordinary course and without default) in respect of a Plan (including a "multiemployer plan," within the meaning of Section 4001(a)(3) of ERISA); (vi) there is no pending audit or investigation by the Internal Revenue Service, the U.S. Department of Labor, the Pension Benefit Guaranty Corporation or any other governmental agency or any foreign regulatory agency with respect to any Plan that could reasonably be expected to result in material liability to the Company and its subsidiaries, taken as a whole; and (vii) there has not been and is not reasonably likely to be a material increase in the aggregate amount of contributions required to be made to all Plans by the Company and its subsidiaries in the current fiscal year of the Company and its subsidiaries compared to the amount of such contributions made in the Company and its subsidiaries' most recently completed fiscal year.

(ee) Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus: (i) the Company maintains a system of "disclosure controls and procedures" (as such term is defined in Rule 13a-15(e) of the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed to provide reasonable assurance that information required to be disclosed by the Company in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure; and (ii) the Company has carried out an evaluation of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act. Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, the Company maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that complies in all material respects with the requirements of the Exchange Act and has been designed by, or under the supervision of, its principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting

and the preparation of financial statements for external purposes in accordance with United States generally accepted accounting principles and include policies and procedures that: (A) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions of and dispositions of the assets of the Company; (B) provide reasonable assurance that transactions are recorded as necessary to permit preparation of the consolidated financial statements of the Company and its subsidiaries in accordance with United States generally accepted accounting principles, and that the receipts and expenditures of the Company are being made only in accordance with authorizations of management and directors of the Company; and (C) provide reasonable assurance regarding the prevention or timely detection of unauthorized acquisition, use, or disposition of assets that could have a material effect on the consolidated financial statements of the Company and its subsidiaries. Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, the Company is not aware of any material weaknesses in the Company's internal control over financial reporting. The Company's auditors and the Audit Committee of the Board of Directors of the Company have been advised of: (X) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting that have materially adversely affected or are reasonably likely to materially adversely affect the Company's ability to record, process, summarize and report financial information; and (Y) any fraud, whether or not material, that involves management or other employees who have a significant role in the Company's internal control over financial reporting.

(ff) The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(gg) Except for matters that would not, either individually or collectively, materially adversely affect the Company's results of operations and financial condition, neither the Company nor any of its subsidiaries, nor to the Company's knowledge, any director, officer, affiliate, agent, employee or representative acting on behalf of the Company or any of its subsidiaries, has violated any provision of the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "**FCPA**"), and the rules and regulations thereunder, including, without limitation, by making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization or approval of the payment or giving of any money, property, gifts or anything else of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or party official or any candidate for foreign political office in contravention of the FCPA; and (B) the Company and its subsidiaries have conducted their businesses in compliance with the FCPA and have instituted and maintain policies and procedures reasonably designed to promote and achieve compliance therewith.

(hh) The operations of the Company and its subsidiaries are and have been conducted in compliance in all material respects with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and its subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued,

administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(ii) None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee or affiliate of the Company or of any of its subsidiaries (i) is an individual or entity ("**Person**") that is, or is owned or controlled by a Person that is, the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce, the United Nations Security Council, the European Union, a member state of the European Union (including sanctions administered or enforced by Her Majesty's Treasury of the United Kingdom) or other relevant sanctions authority (collectively, "**Sanctions**") or (ii) will, directly or indirectly, knowingly use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise).

(jj) Except as otherwise disclosed in the Registration Statement, the Disclosure Package and the Prospectus, there is and has been no failure on the part of the Company or, to the knowledge of the Company, any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any applicable provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "**Sarbanes-Oxley Act**"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(kk) The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended (the "**Investment Company Act**").

The representations, warranties and covenants of the Company set forth in this Agreement shall survive the execution and delivery of this Agreement and the sale of the Securities by the Company. The Company acknowledges that the Underwriters and, for purposes of the opinions to be delivered to the Underwriters pursuant to Article V hereof, counsel for the Company and counsel for the Underwriters, will rely upon the accuracy and truth of the representations contained in this Agreement and hereby consents to such reliance.

IX.

Except as provided in Article XVI, whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Company will be responsible for, and will pay or cause to be paid, all expenses incident to the performance of its obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's

counsel and the Company's accountants in connection with the issuance and sale of the Securities under the Securities Act and all other fees or expenses of the Company in connection with the preparation and filing of the Registration Statement, the Preliminary Prospectus, the Disclosure Package, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and any amendments and supplements to any of the foregoing, including any filing fees payable to the Commission relating to the Securities (within the time required by Rule 456(b)(1), as applicable), all printing costs associated therewith, and the mailing and delivering of copies thereof to the Underwriters and dealers, in the quantities hereinabove specified, (ii) all costs and expenses related to the transfer and delivery of the Securities to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any Blue Sky or World Sky memorandum in connection with the offer and sale of the Securities under state securities laws, securities laws of foreign jurisdictions and all reasonable expenses in connection with the qualification of the Securities for offer and sale under state securities laws and any applicable foreign jurisdictions, including filing fees and the reasonably incurred fees and disbursements of outside counsel for the Underwriters in an amount not to exceed $100,000 in the aggregate in connection with such qualification and in connection with the Blue Sky or World Sky memorandum, (iv) all filing fees and the reasonable fees and disbursements of outside counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Securities by FINRA in an amount not to exceed $100,000 in the aggregate, (v) any fees charged by rating agencies for the rating of the Securities, (vi) the cost of the preparation, issuance and delivery of the Securities, and the cost of printing certificates representing the Securities, (vii) the costs and charges of the Trustee and any transfer agent, registrar or depositary, (viii) the costs and expenses of the Company relating to investor presentations or any "road show" undertaken in connection with the marketing of the offering of the Securities, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show or the production of road show slides and graphics, fees and expenses of any consultants engaged by the Company in connection with the road show presentations, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost attributable to representatives and officers of the Company and any such consultants of any shared transportation in connection with the road show; and (ix) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Article. It is understood, however, that except as provided in this Article IX, Article X and Article XVI, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable on resale of any of the Securities by them and any advertising expenses connected with any offers they may make.

X.

The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, each person, if any, who "controls" (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) such Underwriter and each of such Underwriter's and such person's officers and directors against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement,

the Disclosure Package (or any part thereof) or any amendment or supplement thereto, any Permitted Free Writing Prospectus prepared by or on behalf of, used by, or referred to by the Company, any Additional Written Offering Communication or the Prospectus or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; *provided* that the Company shall not be liable for any such loss, liability, cost, action or claim arising from any statements or omissions made in reliance on and in conformity with written information provided by an Underwriter to the Company or its representatives expressly for use in the Registration Statement, the Disclosure Package (or any part thereof) or any amendment or supplement thereto, any Permitted Free Writing Prospectus prepared by or on behalf of, used by, or referred to by the Company, any Additional Written Offering Communication or the Prospectus or any amendment or supplement thereto.

Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company, its affiliates, each person, if any, who "controls" (within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act) the Company, and the Company's and such person's officers and directors from and against any and all losses, liabilities, costs or claims (or actions in respect thereof) to which any of them may become subject (including all reasonable costs of investigating, disputing or defending any such claim or action), insofar as such losses, liabilities, costs or claims (or actions in respect thereof) arise out of or in connection with any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement, the Disclosure Package (or any part thereof) or any amendment or supplement thereto, any Permitted Free Writing Prospectus prepared by or on behalf of, used by, or referred to by the Company, any Additional Written Offering Communication or the Prospectus or any amendment or supplement thereto, or any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein in the light of the circumstances under which they were made, not misleading, in each case as to the Registration Statement, the Disclosure Package (or any part thereof) or any amendment or supplement thereto, any Permitted Free Writing Prospectus prepared by or on behalf of, used by, or referred to by the Company, any Additional Written Offering Communication or the Prospectus or any amendment or supplement thereto, only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission (x) was made in reliance on and in conformity with written information furnished to the Company by the Underwriters expressly for use in the Registration Statement, the Disclosure Package (or any part thereof) or any amendment or supplement thereto, any Permitted Free Writing Prospectus prepared by or on behalf of, used by, or referred to by the Company, any Additional Written Offering Communication or the Prospectus or any amendment or supplement thereto, or (y) is contained in any free writing prospectus that is not a Permitted Free Writing Prospectus prepared by or on behalf of the Underwriter (except to the extent such information has been accurately extracted from the Prospectus, any Permitted Free Writing Prospectus prepared by or on behalf of the Company or any Additional Written Offering Communication).

If any claim, demand, action or proceeding (including any governmental investigation) shall be brought or alleged against an indemnified party in respect of which indemnity is to be sought against an indemnifying party pursuant to the preceding paragraphs, the indemnified party shall promptly notify the indemnifying party in writing, and the indemnifying party, upon

request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnified party may designate in such proceeding and shall pay the reasonable fees and expenses of such counsel related to such proceeding; provided, however, that in the event the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of any such proceeding, the indemnified party shall then be entitled to retain counsel reasonably satisfactory to itself and the indemnifying party shall pay the reasonable fees and disbursements of such counsel relating to the proceeding. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the reasonable fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel, (ii) the indemnifying party has failed within a reasonable time to retain counsel reasonably satisfactory to such indemnified party pursuant to the preceding sentence or (iii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is agreed that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate law firm (in addition to local counsel where necessary) for all such indemnified parties. Such firm shall be designated in writing by the indemnified party. The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is entitled to indemnification hereunder, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding and does not include a statement as to an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

If the indemnification provided for in this Article X is unavailable as a matter of law to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party in respect of such losses, claims, damages or liabilities, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) if the indemnifying party is the Company, in such proportion as is appropriate to reflect the relative benefit received by the Company on the one hand and the Underwriters on the other from the offering of the Securities, (ii) if an Underwriter is the indemnifying party, in such proportion as is appropriate to reflect the Underwriter's relative fault on the one hand and that of the Company on the other hand in connection with the statements or omissions or alleged statements or omissions which resulted in such losses, claims, damages or liabilities, or (iii) if the allocation provided by clause (i) or clause (ii) above, as the case may be, is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefit referred to in clause (i) above or the relative fault referred to in clause (ii) above, as the case may be, but also such relative fault (in cases covered by clause (i)) or such relative benefit (in cases covered by clause (ii)) as well as any other relevant equitable considerations. The relative benefit received by the Company on the

one hand and the Underwriters on the other shall be deemed to be in the same proportion as the total net proceeds from the offering (before deducting expenses) received by the Company bear to the total underwriting discounts and commissions received by the Underwriters, in each case as set forth in the Prospectus. The relative fault of the Company on the one hand and of the Underwriters on the other shall be determined by reference to, among other things, and where applicable, whether the untrue statement or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omissions.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Article X were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the considerations referred to in the immediately preceding paragraph. The amounts paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any reasonable legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this paragraph, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by such Underwriter and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this Article X concerning contribution, no indemnifying party shall be required to make contribution in respect of such losses, claims, damages or liabilities in any circumstances in which such party would not have been required to provide indemnification. Nothing herein contained shall be deemed to constitute a waiver by an indemnified party of such party's rights, if any, to receive contribution pursuant to Section 11(f) of the Securities Act or other applicable law. No person guilty of "fraudulent misrepresentation" (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Article X are several, in proportion to the respective principal amounts of Securities purchased by each of such Underwriters, and not joint. The remedies provided for in this Article X are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity.

The indemnity and contribution agreements contained in this Article X and the representations and warranties of the Company and the Underwriters in this Agreement, shall remain operative and in full force and effect regardless of: (i) any termination of this Agreement; (ii) any investigation made by an indemnified party or on such party's behalf or any person controlling an indemnified party or by or on behalf of the indemnifying party, its directors or officers or any person controlling the indemnifying party; and (iii) acceptance of and payment for any of the Securities.

XI.

The Representatives on behalf of the Underwriters may terminate this Agreement (upon consultation with the Company) at any time prior to the time on the Closing Date at which payment would otherwise be due under this Agreement to the Company if (i) in the opinion of the Representatives, a material disruption in securities settlement, payment or clearance services in the United States shall have occurred or there shall have been a change in national or international financial, political or economic conditions or currency exchange rates or exchange controls which in their view will have a materially adverse effect on the success of the offering and distribution of the Securities or (ii) trading in securities generally on the New York Stock Exchange shall have been suspended generally or materially limited. In the event of any such termination and after consultation with the Company, the parties to this Agreement shall be released and discharged from their respective obligations under this Agreement without liability on the part of any Underwriter or on the part of the Company and each party will pay its own expenses.

XII.

The Company and each Underwriter acknowledge and agree that each Underwriter is acting solely in the capacity of an arm's length contractual counterparty to the Company with respect to the offering of the Securities contemplated by this Agreement (including in connection with determining the terms of the offering) and not as a fiduciary to, or an agent of, the Company or any other person. Each Underwriter represents and warrants to the Company that, except as previously disclosed in writing to the Company, neither the Underwriter nor any affiliate thereof, to the best of their respective knowledge, has any current arrangement with any third party which would permit such Underwriter or any such affiliate to benefit financially, directly or indirectly, from the Underwriter's participation in the determination of the terms of the offering, including the pricing of the Securities. Additionally, each Underwriter is not advising the Company or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Company shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and the Underwriters shall have no responsibility or liability to the Company with respect thereto. Any review by the Underwriters of the Company, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Company.

XIII.

This Agreement shall be binding upon the Underwriters and the Company, and inure solely to the benefit of the Underwriters and the Company and any other person expressly entitled to indemnification hereunder and the respective personal representatives, successors and assigns of each, and no other person shall acquire or have any rights under or by virtue of this Agreement.

XIV.

Except as otherwise specifically provided herein, all statements, requests, notices and advices hereunder shall be in writing and if to an Underwriter shall be sufficient in all respects if delivered in person or sent by facsimile transmission (confirmed in writing), or registered mail to each Representative at its address or facsimile number below and if to the Company shall be sufficient in all respects if delivered by registered mail to the Company at 300 Renaissance Center, Detroit, Michigan 48265, marked for the attention of the Secretary. Notices shall be provided to Deutsche Bank Securities Inc., at 60 Wall Street, New York, New York 10005, Attention: Debt Capital Markets Syndicate, facsimile number 212-469-4877, to Merrill Lynch, Pierce, Fenner & Smith Incorporated, 50 Rockefeller Plaza, NY 1-050-12-01 New York, New York 10020, Attention: High Grade Debt- Capital Markets Transaction Management/ Legal, facsimile number 212-901-7881 and to Morgan Stanley & Co. LLC, 1585 Broadway, 29th Floor, New York, NY 10036, Attention: Investment Banking Division, facsimile number 212-507-8999. All notices hereunder shall be effective on receipt.

XV.

If on the Closing Date any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder on such date and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated, severally, to take and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names on Schedule I hereto bears to the aggregate principal amount of Securities set forth opposite the names of all of the remaining non-defaulting Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase on such date. Notwithstanding the foregoing, if the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase on the Closing Date shall exceed 10% of the aggregate principal amount of Securities to be purchased on such date, after giving effect to any alternative arrangements for the purchase of such Securities that are satisfactory to the Representatives and the Company and which are made within thirty-six (36) hours after the Closing Date, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of such Securities, and if such non-defaulting Underwriters do not purchase all of the Securities, this Agreement will terminate without liability to any non-defaulting Underwriter or the Company, except that the provisions of Article X shall not terminate and shall remain in effect. In the event of a default by any Underwriter as set forth in this Article XV, the Closing Date shall be postponed for such period, not exceeding five (5) business days, as the Representatives and the Company shall determine in order that the required changes in the Registration Statement, the Disclosure Package, the Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and any non-defaulting Underwriter for damages caused by its default hereunder.

XVI.

If this Agreement shall be terminated by the Underwriters or any of them, because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement (other than by reason of a default by any of the Underwriters), the Company will reimburse the Underwriters or such Underwriters as have so terminated this Agreement with respect to themselves, severally, for all reasonable out-of-pocket expenses (including the reasonable fees and disbursements of their counsel) reasonably incurred by such Underwriters in connection with the Securities.

Notwithstanding anything to the contrary contained in this Agreement, unless this Agreement has been validly terminated pursuant to the immediately preceding paragraph or pursuant to Article XI, the Representatives shall reimburse the Company for all of the Company's reasonable outside counsel fees, disbursements and expenses incurred in connection with the offering.

XVII.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party to this Agreement irrevocably agrees that any legal action or proceeding against it arising out of or in connection with this Agreement or for recognition or enforcement of any judgment rendered against it in connection with this Agreement may be brought in any Federal or New York State court sitting in the Borough of Manhattan, and, by execution and delivery of this Agreement, such party hereby irrevocably accepts and submits to the jurisdiction of each of the aforesaid courts in personam, generally and unconditionally with respect to any such action or proceeding for itself and in respect of its property, assets and revenues. Each party hereby also irrevocably waives, to the fullest extent permitted by law, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding brought in any such court and any claim that any such action or proceeding has been brought in an inconvenient forum. The Company and each of the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

XVIII.

Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters (and their respective affiliates), and any such action taken by the Representatives shall be binding upon the Underwriters (and their respective affiliates).

XIX.

This Agreement may be signed in any number of counterparts, each of which so executed shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The exchanges of copies of this Agreement and of signature pages hereto by electronic format (i.e., "pdf" or "tif") transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the exchange of the original Agreement for all purposes. Signatures of the parties hereto transmitted by electronic format (i.e., "pdf" or "tif") shall be deemed to be their original signatures for all purposes.

XX.

In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L, 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their clients, which may include the name and address of their clients, as well as other information that will allow the Underwriters to properly identify their clients.

******

Very truly yours,

GENERAL MOTORS COMPANY

By: /s/ Charles K. Stevens, III
Name: Charles K. Stevens, III
Title: Executive Vice President &
Chief Financial Officer

[*Signature Page to Underwriting Agreement*]

Accepted as of the date hereof

Deutsche Bank Securities Inc.
Merrill Lynch, Pierce, Fenner & Smith
Incorporated
Morgan Stanley & Co. LLC

Acting severally on behalf of themselves and the several
Underwriters named in Schedule I hereto

By: DEUTSCHE BANK SECURITIES INC.

By: /s/ Ritu Ketkar
Name: Ritu Ketkar
Title: Managing Director

By: /s/ Timothy Azoia
Name: Timothy Azoia
Title: Director

By: MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Matt Basler
Name: Matt Basler
Title: Managing Director and Team Manager,
Debt Capital Markets

By: MORGAN STANLEY & CO. LLC

By: /s/ Yurij Slyz
Name: Yurij Slyz
Title: Executive Director

SCHEDULE I

	Principal Amount of Floating Rate Notes to be Purchased	Principal Amount of 2027 Notes to be Purchased	Principal Amount of 2038 Notes to be Purchased	Principal Amount of 2048 Notes to be Purchased
Deutsche Bank Securities Inc.	$ 48,220,000	$ 72,329,000	$ 96,438,000	$ 72,329,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 48,220,000	$ 72,329,000	$ 96,438,000	$ 72,329,000
Morgan Stanley & Co. LLC.	$ 48,220,000	$ 72,329,000	$ 96,438,000	$ 72,329,000
Goldman Sachs & Co. LLC	$ 48,220,000	$ 72,328,000	$ 96,439,000	$ 72,329,000
J.P. Morgan Securities LLC	$ 48,220,000	$ 72,328,000	$ 96,439,000	$ 72,329,000
Citigroup Global Markets Inc.	$ 16,747,000	$ 25,119,000	$ 33,494,000	$ 25,119,000
SG Americas Securities, LLC	$ 16,747,000	$ 25,119,000	$ 33,494,000	$ 25,119,000
Barclays Capital Inc.	$ 16,747,000	$ 25,119,000	$ 33,494,000	$ 25,119,000
BBVA Securities Inc.	$ 16,747,000	$ 25,119,000	$ 33,494,000	$ 25,119,000
BNP Paribas Securities Corp.	$ 16,747,000	$ 25,119,000	$ 33,494,000	$ 25,119,000
Commerz Markets LLC	$ 16,746,000	$ 25,120,000	$ 33,494,000	$ 25,119,000
Mizuho Securities USA LLC	$ 16,746,000	$ 25,120,000	$ 33,494,000	$ 25,119,000
RBS Securities Inc.	$ 16,746,000	$ 25,120,000	$ 33,493,000	$ 25,120,000
Credit Agricole Securities (USA) Inc.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
ICBC Standard Bank Plc	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
Lloyds Securities Inc.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
RBC Capital Markets, LLC	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
Scotia Capital (USA) Inc.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
SMBC Nikko Securities America, Inc.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
TD Securities (USA) LLC	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
Banco Bradesco BBI S.A.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
BB Securities Limited	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
UniCredit Capital Markets LLC	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
U.S. Bancorp Investments, Inc.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
Santander Investment Securities Inc.	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
BNY Mellon Capital Markets, LLC	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
PNC Capital Markets LLC	$ 8,219,000	$ 12,329,000	$ 16,438,000	$ 12,329,000
Mischler Financial Group, Inc.	$ 3,287,000	$ 4,932,000	$ 6,575,000	$ 4,932,000
Samuel A. Ramirez & Company, Inc.	$ 3,287,000	$ 4,932,000	$ 6,575,000	$ 4,932,000
The Williams Capital Group, L.P.	$ 3,287,000	$ 4,932,000	$ 6,575,000	$ 4,932,000
Total:	$500,000,000	$750,000,000	$1,000,000,000	$750,000,000

SCHEDULE II

Permitted Free Writing Prospectus

1. Pricing term sheet, in the form attached as Annex II-A hereto.

Annex II-A

Free Writing Prospectus filed pursuant to Rule 433
Relating to the Preliminary Prospectus Supplement
dated August 2, 2017 to the Prospectus dated
February 7, 2017. Registration Statement
No. 333-215924

PRICING TERM SHEET

Dated as of August 2, 2017

GENERAL MOTORS COMPANY

Floating Rate Senior Notes due 2020
4.200% Senior Notes due 2027
5.150% Senior Notes due 2038
5.400% Senior Notes due 2048

The information in this pricing term sheet relates only to the offering of the Notes and should be read together with the preliminary prospectus supplement of General Motors Company dated August 2, 2017 (the "Preliminary Prospectus Supplement") to its prospectus dated February 7, 2017, and supersedes the information in the Preliminary Prospectus Supplement to the extent inconsistent with the information in the Preliminary Prospectus Supplement. In all other respects, this pricing term sheet is qualified in its entirety by reference to the Preliminary Prospectus Supplement. Terms used herein but not defined herein shall have the respective meanings as set forth in the Preliminary Prospectus Supplement. All references to dollar amounts are references to U.S. dollars.

Terms Applicable to the Notes

Issuer:	General Motors Company
Trade Date:	August 2, 2017
Settlement Date:	August 7, 2017 (T+3)
Joint Book-Running Managers:	Deutsche Bank Securities Inc. Merrill Lynch, Pierce, Fenner & Smith Incorporated Morgan Stanley & Co. LLC Goldman Sachs & Co. LLC J.P. Morgan Securities LLC
Joint Lead Managers:	Citigroup Global Markets Inc. SG Americas Securities, LLC Barclays Capital Inc. BBVA Securities Inc. BNP Paribas Securities Corp. Commerz Markets LLC Mizuho Securities USA LLC RBS Securities Inc.
Co-Managers:	Credit Agricole Securities (USA) Inc. ICBC Standard Bank Plc Lloyds Securities Inc.

RBC Capital Markets, LLC
Scotia Capital (USA) Inc.
SMBC Nikko Securities America, Inc.
TD Securities (USA) LLC
Banco Bradesco BBI S.A.
BB Securities Limited
UniCredit Capital Markets LLC
U.S. Bancorp Investments, Inc.
Santander Investment Securities Inc.
BNY Mellon Capital Markets, LLC
PNC Capital Markets LLC
Mischler Financial Group, Inc.
Samuel A. Ramirez & Company, Inc.
The Williams Capital Group, L.P.

Terms Applicable to the
Floating Rate Senior Notes due 2020

Title of Securities:	Floating Rate Senior Notes due 2020
Security Type:	Senior Unsecured Notes
Principal Amount:	$500,000,000
Price to Public:	100.000%, plus accrued and unpaid interest, if any, from August 7, 2017
Maturity Date:	August 7, 2020
Interest Rate Basis:	Three-month LIBOR
Spread to LIBOR:	+ 80 bps
Interest Payment Dates:	February 7, May 7, August 7 and November 7, beginning November 7, 2017
Interest Rate Determination:	Three-month LIBOR, determined as of two London business days prior to the settlement date or the relevant interest reset date, as applicable, plus 0.800% per annum
Interest Reset Dates:	Quarterly on February 7, May 7, August 7 and November 7, commencing on November 7, 2017
Initial Interest Reset Period:	Period from and including August 7, 2017 to but excluding the first interest reset date
Day Count Convention:	Actual / 360
Redemption:	The notes shall not be redeemable prior to their maturity
Regular Record Dates:	15 calendar days prior to each interest payment date
Calculation Agent:	The Bank of New York Mellon
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof

CUSIP / ISIN:	37045VAM2 / US37045VAM28

Terms Applicable to the
4.200% Senior Notes due 2027

Title of Securities:	4.200% Senior Notes due 2027
Security Type:	Senior Unsecured Notes
Principal Amount:	$750,000,000
Price to Public:	99.852%, plus accrued and unpaid interest, if any, from August 7, 2017
Maturity Date:	October 1, 2027
Coupon (Interest Rate):	4.200% per year
Yield to Maturity:	4.217%
Spread to Benchmark Treasury:	+ 195 bps
Benchmark Treasury:	2.375% due May 15, 2027
Benchmark Treasury Price and Yield:	100-30; 2.267%
Interest Payment Dates:	April 1 and October 1, beginning April 1, 2018
Record Dates:	March 15 and September 15
Day Count Convention:	30 / 360
Make-whole Call:	T+30 bps prior to July 1, 2027
Par Call:	On or after July 1, 2027
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
CUSIP / ISIN:	37045VAN0 / US37045VAN01

Terms Applicable to the
5.150% Senior Notes due 2038

Title of Securities:	5.150% Senior Notes due 2038
Security Type:	Senior Unsecured Notes
Principal Amount:	$1,000,000,000

Price to Public:	99.937%, plus accrued and unpaid interest, if any, from August 7, 2017
Maturity Date:	April 1, 2038
Coupon (Interest Rate):	5.150% per year
Yield to Maturity:	5.154%
Spread to Benchmark Treasury:	+ 230 bps
Benchmark Treasury:	3.000% due February 15, 2047
Benchmark Treasury Price and Yield:	102-28+; 2.854%
Interest Payment Dates:	April 1 and October 1, beginning April 1, 2018
Record Dates:	March 15 and September 15
Day Count Convention:	30 / 360
Make-whole Call:	T+35 bps prior to October 1, 2037
Par Call:	On or after October 1, 2037
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
CUSIP / ISIN:	37045VAP5 / US37045VAP58

Terms Applicable to the
5.400% Senior Notes due 2048

Title of Securities:	5.400% Senior Notes due 2048
Security Type:	Senior Unsecured Notes
Principal Amount:	$750,000,000
Price to Public:	99.927%, plus accrued and unpaid interest, if any, from August 7, 2017
Maturity Date:	April 1, 2048
Coupon (Interest Rate):	5.400% per year
Yield to Maturity:	5.404%
Spread to Benchmark Treasury:	+ 255 bps
Benchmark Treasury:	3.000% due February 15, 2047
Benchmark Treasury Price and Yield:	102-28+; 2.854%
Interest Payment Dates:	April 1 and October 1, beginning April 1, 2018

Record Dates:	March 15 and September 15
Day Count Convention:	30 / 360
Make-whole Call:	T+40 bps prior to October 1, 2047
Par Call:	On or after October 1, 2047
Denominations:	$2,000 and integral multiples of $1,000 in excess thereof
CUSIP / ISIN:	37045VAQ3 / US37045VAQ32

This communication is for informational purposes only and does not constitute an offer to sell, or a solicitation of an offer to buy, any security. No offer to buy securities described herein can be accepted, and no part of the purchase price thereof can be received, unless the person making such investment decision has received and reviewed the information contained in the relevant prospectus in making their investment decisions. The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by contacting Deutsche Bank Securities Inc. toll-free at 1-800-503-4611, Merrill Lynch, Pierce, Fenner & Smith Incorporated toll-free at 1-800-294-1322 and Morgan Stanley & Co. LLC toll-free at 1-866-718-1649.

This communication is not intended to be a confirmation as required under Rule 10b-10 of the Securities Exchange Act of 1934. A formal confirmation will be delivered to you separately. This notice shall not constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Notes in any state or jurisdiction in which such offer, solicitation or sale would be unlawful.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

List of Principal Subsidiaries

OnStar, LLC
General Motors of Canada Company
General Motors de Mexico, S. de R.L. de C.V.
General Motors do Brasil Ltda.
GM Korea Company

EXHIBIT A-1

OPINION OF AN ATTORNEY ON THE LEGAL STAFF OF THE COMPANY

[GM Letterhead]

August 7, 2017

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I of the Underwriting Agreement referred to below

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

$500,000,000 Floating Rate Senior Notes due 2020
$750,000,000 4.200% Senior Notes due 2027
$1,000,000,000 5.150% Senior Notes due 2038
$750,000,000 5.400% Senior Notes due 2048

Ladies and Gentlemen:

I am issuing this letter in my capacity as an Attorney on the Legal Staff of General Motors Company, a Delaware corporation (the "***Company***"), in response to the requirements of Article V, paragraph (d) of the Underwriting Agreement, dated August 2, 2017 (the "***Underwriting Agreement***"), by and among the Company and the several underwriters named in Schedule I thereto (collectively, the "***Underwriters***"), for whom Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting

as representatives (the "***Representatives***"). The Underwriting Agreement relates to the offering (the "***Offering***") of $500,000,000 aggregate principal amount of the Company's Floating Rate Senior Notes due 2020, $750,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2027, $1,000,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2038 and $750,000,000 aggregate principal amount of the Company's 5.400% Senior Notes due 2048 (collectively, the "***Securities***") to be issued pursuant to the provisions of an Indenture, dated as of September 27, 2013, and a Fourth Supplemental Indenture, dated as of the date hereof (collectively, the "***Indenture***"), between the Company and The Bank of New York Mellon, as trustee (the "***Trustee***"). Every capitalized term which is defined or given a special meaning in the Underwriting Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Underwriting Agreement.

In connection with the preparation of this letter, I have among other things read:

(a) the Registration Statement on Form S-3 (Registration No. 333-215924), filed by the Company with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Securities Act***") (which registration statement, at the date of the Underwriting Agreement, including the documents incorporated by reference therein and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is herein called the "***Registration Statement***");

(b) the prospectus (including the documents incorporated by reference therein) of the Company dated February 7, 2017 (the "***Basic Prospectus***");

(c) the preliminary prospectus supplement of the Company dated August 2, 2017 relating to the Offering (including the documents incorporated by reference therein), together with the Basic Prospectus that it supplements and the Permitted Free Writing Prospectus listed on Schedule II to the Underwriting Agreement (collectively, the "***Disclosure Package***");

(d) the Basic Prospectus, as supplemented by the prospectus supplement of the Company dated August 2, 2017 relating to the Offering (including the documents incorporated by reference therein) (together, the "***Prospectus***");

(e) an executed copy of the Indenture;

(f) an executed copy of the Underwriting Agreement;

(g) a specimen of the Securities;

(h) a copy of the resolutions of the Board of Directors of the Company (the "***Board***") adopted on February 6, 2017, approving (among other things) the filing of the Registration Statement;

(i) a copy of the resolutions of the Board adopted on February 25, 2017, approving (among other things) various offering matters;

(j) a copy of the resolutions of the Finance Committee of the Board adopted on June 5, 2017, approving (among other things) various offering matters;

(k) a copy of the resolutions of the Board adopted on June 6, 2017, approving (among other things) various offering matters;

(l) a copy of the resolutions of a pricing committee, approving (among other things) various terms of the Securities;

(m) a copy of the Restated Certificate of Incorporation of the Company, certified as of July 31, 2017 by the Secretary of State of the State of Delaware;

(n) a copy of the Amended and Restated By-Laws of the Company;

(o) copies of the documents filed pursuant to the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and incorporated by reference in the documents referred to in paragraphs (a) through (d), inclusive, above (the "***Incorporated Documents***");

(p) a Certificate of Good Standing of the Company, dated July 31, 2017, issued by the Secretary of State of the State of Delaware (the "***Certificate of Good Standing***"); and

(q) copies of all certificates and other documents delivered today in connection with the consummation of the Offering.

In addition, I have examined and relied on the originals or copies certified or otherwise identified to my satisfaction of all such corporate records of the Company and such other instruments and certificates of public officials, officers and representatives of the Company and such other persons, and I have made such investigations of law as I have deemed appropriate as a basis for the opinions expressed below. I have assumed that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which I have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

I have assumed the conformity of the documents filed with the Commission via the Electronic Data Gathering, Analysis and Retrieval System ("***EDGAR***"), except for required EDGAR formatting changes, to physical copies of the documents delivered to the Underwriters and submitted for my examination.

Based upon the foregoing and such other information and documents as I have considered necessary for the purposes hereof, I am of the opinion that:

1. The statements under the caption “Legal Proceedings” in the Company’s Annual Report on Form 10-K for the year ended December 31, 2016 (as updated by the statements in “Part II, Item 1. Legal Proceedings” in the Company’s Quarterly Reports on Form 10-Q for the quarterly periods ended March 31, 2017 and June 30, 2017), in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present in all material respects the information called for with respect to such legal matters, documents and proceedings.

2. To my knowledge, other than as set forth or contemplated in the Registration Statement, the Disclosure Package and the Prospectus, neither the Company nor any of its subsidiaries is a party to, nor is any of its or their property the subject of, any pending or threatened action or proceeding before any court or brought by any governmental agency or body that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Company and its subsidiaries taken as a whole, or that would reasonably be expected to materially and adversely affect the issuance of the Securities by the Company as contemplated by the Underwriting Agreement.

In addition to the qualifications set forth above, the opinions and other matters in this letter are qualified in their entirety and subject to the following:

A. Except as set forth in paragraph (1) above, I make no representation that I have independently verified the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Prospectus or that the actions taken in connection with the preparation of the Registration Statement, the Disclosure Package or the Prospectus were sufficient to cause the Registration Statement, the Disclosure Package or the Prospectus to be accurate, complete or fair (including the actions described in the next paragraph).

B. I have assumed for purposes of this letter the following: that each document I have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original and all signatures on each such document are genuine; that the Underwriting Agreement, the Indenture and every other agreement I have examined for purposes of this letter constitutes a valid and binding obligation of each party to that document and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement (except that I make no such assumption with respect to the Company); and that you have acted in good faith and without notice of any fact which has caused you to reach any conclusion contrary to any of the advice provided in this letter.

C. In preparing this letter I have relied without independent verification upon: (i) factual information represented to be true in the Underwriting Agreement and other documents specifically identified at the beginning of this letter as having been read by me; (ii) factual information provided to me by the other representatives of the Company; and (iii) factual information I have obtained from such other sources as I have deemed reasonable. I have assumed that the information upon which I have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading. I have not undertaken any investigation or search of court records for purposes of this letter.

D. I confirm that I do not have knowledge that has caused me to conclude that my reliance and assumptions cited in the two immediately preceding paragraphs are unwarranted. Whenever this letter provides advice about (or based upon) my knowledge of any particular information or about any information which has or has not come to my attention such advice is based entirely on my conscious awareness at the time this letter is delivered on the date it bears.

E. I am a member of the Bar of the State of Michigan, and I express no opinion as to the laws of any other jurisdiction, other than the law of the State of Michigan.

F. My advice on each legal issue addressed in this letter represents my opinion as to how that issue would be resolved were it to be considered by the highest court of the jurisdiction upon whose law my opinion on that issue is based. The manner in which any particular issue would be treated in any actual court case would depend in part on facts and circumstances particular to the case, and this letter is not intended to guarantee the outcome of any legal dispute which may arise in the future.

This letter speaks as of the time of its delivery on the date it bears. I do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which I did not have knowledge at that time, by reason of any change subsequent to that time in any law, other governmental requirement or interpretation thereof covered by any of my opinions or advice, or for any other reason.

This letter may be relied upon by you only for the purpose served by the provision in the Underwriting Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without my written consent: (i) no person other than you may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Very truly yours,

EXHIBIT A-2

10B-5 LETTER OF AN ATTORNEY ON THE LEGAL STAFF OF THE COMPANY

[GM Letterhead]

August 7, 2017

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I of the Underwriting Agreement referred to below

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

$500,000,000 Floating Rate Senior Notes due 2020
$750,000,000 4.200% Senior Notes due 2027
$1,000,000,000 5.150% Senior Notes due 2038
$750,000,000 5.400% Senior Notes due 2048

Ladies and Gentlemen:

I am issuing this letter in my capacity as an Attorney on the Legal Staff of General Motors Company, a Delaware corporation (the "***Company***"), in response to the requirements of Article V, paragraph (d) of the Underwriting Agreement, dated August 2, 2017 (the "***Underwriting Agreement***"), by and among the Company and the several underwriters named in Schedule I thereto (collectively, the "***Underwriters***"), for whom Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting

as representatives (the "***Representatives***"). The Underwriting Agreement relates to the offering (the "***Offering***") of $500,000,000 aggregate principal amount of the Company's Floating Rate Senior Notes due 2020, $750,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2027, $1,000,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2038 and $750,000,000 aggregate principal amount of the Company's 5.400% Senior Notes due 2048 (collectively, the "***Securities***") to be issued pursuant to the provisions of an Indenture, dated as of September 27, 2013, and a Fourth Supplemental Indenture, dated as of the date hereof (collectively, the "***Indenture***"), between the Company and The Bank of New York Mellon, as trustee (the "***Trustee***"). Every capitalized term which is defined or given a special meaning in the Underwriting Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Underwriting Agreement.

The Securities have been offered pursuant to:

(a) the Registration Statement on Form S-3 (Registration No. 333-215924), filed by the Company with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Securities Act***") (which registration statement, at the date of the Underwriting Agreement, including the documents incorporated by reference therein and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is herein called the "***Registration Statement***");

(b) the prospectus (including the documents incorporated by reference therein) of the Company, dated February 7, 2017 (the "***Basic Prospectus***"), as supplemented by the preliminary prospectus supplement of the Company, dated August 2, 2017 relating to the Offering (including the documents incorporated by reference therein), together with the Permitted Free Writing Prospectus listed on Schedule II to the Underwriting Agreement (collectively, the "***Disclosure Package***"); and

(c) the Basic Prospectus, as supplemented by the prospectus supplement of the Company, dated August 2, 2017 (the "***Prospectus Supplement***") relating to the Offering (including the documents incorporated by reference therein) (together, the "***Prospectus***").

In acting as an Attorney on the Legal Staff of the Company in connection with the transactions described in the first paragraph above, I have participated in various conference calls with officers and representatives of the Company and its affiliates, as well as with representatives of the Underwriters and their counsel, at which the contents of the Registration Statement, the Prospectus and the Disclosure Package were discussed and reviewed.

The purpose of my professional engagement was not to establish factual matters, and the preparation of the Registration Statement, the Prospectus and the Disclosure Package involved many determinations of a wholly or partially non-legal character. I make no representation that I

have independently verified the accuracy, completeness or fairness of the Registration Statement, the Prospectus or the Disclosure Package or that the actions taken in connection with the preparation of the Registration Statement, the Prospectus or the Disclosure Package (including the actions described in the immediately preceding paragraph) were sufficient to cause the Registration Statement, the Prospectus or the Disclosure Package to be accurate, complete or fair. I am not passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements included or incorporated by reference in or omitted from the Registration Statement, the Prospectus, or the Disclosure Package and have made no independent check or verification thereof (except as set forth in paragraphs 1 and 2 of my opinion letter to you of even date herewith). However, subject to and on the basis of the foregoing and subject to the other limitations set forth in this letter, I advise you that nothing has come to my attention in the course of such discussions and reviews that has caused me to believe that:

(a) the Registration Statement, as of the Effective Time (defined below), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(b) the Disclosure Package, as of the Initial Sale Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(c) the Prospectus, as of the date of the Prospectus Supplement and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

I am not advising and I express no view or belief and make no statement with respect to (i) the financial statements and schedules and notes thereto or other financial, numerical, accounting or quantitative information (or the assumptions with respect thereto) included in or incorporated by reference in (or omitted from) the Registration Statement or the exhibits thereto, the Disclosure Package or the Prospectus; and (ii) the Trustee's statement of eligibility on Form T-1 filed as an exhibit to the Registration Statement.

In addition, I have made no inquiry into the delivery of any documents to any investor, and have further assumed that the Disclosure Package was conveyed to investors at or prior to the Initial Sale Time. Finally, whenever this letter provides advice about (or based upon) my knowledge of any particular information or about any information which has or has not come to my attention such advice is based entirely on my conscious awareness at the time this letter is delivered on the date it bears.

As used herein, "***Effective Time***" means the time of effectiveness of the Registration Statement for purposes of Section 11 of the Securities Act, as such section applies to the Underwriters.

This letter speaks as of the time of its delivery on the date it bears. I do not assume any obligation to provide you with any subsequent advice by reason of any fact about which I did not have knowledge at that time, by reason of any change subsequent to that time in any law, other governmental requirement or interpretation thereof covered by any of my advice, or for any other reason.

This letter may be relied upon by you only for the purpose served by the provision in the Underwriting Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without my written consent: (i) no person other than you may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Very truly yours,

OPINION OF COUNSEL TO THE COMPANY

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I of the Underwriting Agreement referred to below

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

General Motors Company
$500,000,000 Floating Rate Senior Notes due 2020
$750,000,000 4.200% Senior Notes due 2027
$1,000,000,000 5.150% Senior Notes due 2038
$750,000,000 5.400% Senior Notes due 2048

Ladies and Gentlemen:

We are issuing this letter in our capacity as special counsel for General Motors Company, a Delaware corporation (the "***Company***"), in response to the requirements of Article V, paragraph (e) of the Underwriting Agreement, dated August 2, 2017 (the "***Underwriting Agreement***"), by and among the Company and the several underwriters named in Schedule I thereto (collectively, the "***Underwriters***"), for whom Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as representatives (the "***Representatives***"). The Underwriting Agreement relates to the offering (the "***Offering***") of $500,000,000 aggregate principal amount of the Company's Floating Rate Senior Notes due 2020, $750,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2027, $1,000,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2038 and $750,000,000 aggregate principal amount of the Company's 5.400% Senior

Notes due 2048 (collectively, the "***Securities***") to be issued pursuant to the provisions of an Indenture, dated as of September 27, 2013, and a Fourth Supplemental Indenture, dated as of the date hereof (collectively, the "***Indenture***"), between the Company and The Bank of New York Mellon, as trustee (the "***Trustee***"). Every capitalized term which is defined or given a special meaning in the Underwriting Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Underwriting Agreement. The Indenture, Securities and Underwriting Agreement are herein referred to as the "***Opinion Documents***."

In connection with the preparation of this letter, we have among other things read:

(a) the Registration Statement on Form S-3 (Registration No. 333-215924), filed by the Company with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Securities Act***") (which registration statement, at the date of the Underwriting Agreement, including the documents incorporated by reference therein and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is herein called the "***Registration Statement***");

(b) the prospectus (including the documents incorporated by reference therein) of the Company, dated February 7, 2017 (the "***Basic Prospectus***");

(c) the preliminary prospectus supplement of the Company, dated August 2, 2017 relating to the Offering (including the documents incorporated by reference therein), together with the Basic Prospectus that it supplements and the Permitted Free Writing Prospectus listed on Schedule II to the Underwriting Agreement (collectively, the "***Disclosure Package***");

(d) the Basic Prospectus, as supplemented by the prospectus supplement of the Company, dated August 2, 2017 relating to the Offering (including the documents incorporated by reference therein) (together, the "***Prospectus***");

(e) an executed copy of the Indenture;

(f) an executed copy of the Underwriting Agreement;

(g) a specimen of the Securities;

(h) a copy of the resolutions of the Board of Directors of the Company (the "***Board***") adopted on February 6, 2017, approving (among other things) the filing of the Registration Statement;

(i) a copy of the resolutions of the Board adopted on February 25, 2017, approving (among other things) various offering matters;

(j) a copy of the resolutions of the Finance Committee of the Board adopted on June 5, 2017, approving (among other things) various offering matters;

(k) a copy of the resolutions of the Board adopted on June 6, 2017, approving (among other things) various offering matters;

(l) a copy of the resolutions of a pricing committee, approving (among other things) various terms of the Securities;

(m) a copy of the Restated Certificate of Incorporation of the Company, certified as of July 31, 2017, by the Secretary of State of the State of Delaware (the "***Certificate of Incorporation***");

(n) a copy of the Amended and Restated By-Laws of the Company (the "***Bylaws***");

(o) copies of the documents filed pursuant to the Securities Exchange Act of 1934, as amended (the "*Exchange Act*"), and incorporated by reference in the documents referred to in paragraphs (a) through (d), inclusive, above (the "***Incorporated Documents***");

(p) the agreements listed as exhibits to (i) the Company's annual report on Form 10-K for the year ended December 31, 2016, filed with the Commission on February 7, 2017, (ii) the Company's quarterly report on Form 10-Q for the quarterly period ended March 31, 2017, filed with the Commission on April 28, 2017, (iii) the Company's current report on Form 8-K filed with the Commission on June 12, 2017 and (iv) the Company's quarterly report on Form 10-Q for the quarterly period ended June 30, 2017, filed with the Commission on July 25, 2017 (the "***Material Agreements***");

(q) a Certificate of Good Standing of the Company, dated July 31, 2017, issued by the Secretary of State of the State of Delaware (the "***Certificate of Good Standing***"); and

(r) copies of all certificates and other documents delivered today in connection with the consummation of the Offering.

Subject to the assumptions, qualifications and limitations which are identified in this letter, we advise you that:

1. The Company is validly existing as a corporation and in good standing under the laws of the State of Delaware, with the corporate power to own its properties and to conduct its business as described in the Prospectus.

2. The Indenture has been duly authorized, executed and delivered by the Company and constitutes a valid, legal and binding agreement of the Company, enforceable against the Company under New York law in accordance with its terms.

3. The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

4. The Securities have been duly authorized by the Company and, when executed, authenticated and issued in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms.

5. No material authorization, consent or approval of, or registration or filing with, any governmental or public body or regulatory authority is required on the part of the Company for the sale of the Securities by the Company in accordance with the Underwriting Agreement or the performance by the Company of its obligations under the Underwriting Agreement, the Indenture or the Securities, other than (i) the registration of the Securities under the Securities Act, (ii) the qualification of the Indenture under the Trust Indenture Act of 1939, as amended (the "***Trust Indenture Act***"), (iii) compliance with any laws of any foreign jurisdiction or any Blue Sky Laws (defined below), (iv) those required by the rules and regulations of the Financial Industry Regulatory Authority, Inc. ("***FINRA***") and (v) those that have already been obtained.

6. The sale of the Securities by the Company pursuant to the Underwriting Agreement and the Disclosure Package and the execution and delivery by the Company of, and the performance by the Company of its obligations under, the Underwriting Agreement, the Indenture and the Securities do not and will not contravene any provision of applicable law (assuming compliance with all applicable Blue Sky Laws, the Securities Act and, in the case of the Indenture, the Trust Indenture Act, and the rules and regulations of FINRA) or result in any violation by the Company of any of the terms or provisions of the Certificate of Incorporation or the Bylaws or of any Material Agreement, by which the Company is bound (except that we express no opinion in this paragraph either (i) as to compliance with any disclosure requirement or any prohibition against fraud or misrepresentation or (ii) with respect to any violation, breach or default under any cross-default provisions arising out of a default under any agreement which is not a Material Agreement or with respect to any financial covenants or tests (including any covenant to maintain a minimum amount of liquidity)).

7. The Registration Statement is effective under the Securities Act and, to our knowledge, after a review of the Stop Orders page of the Commission's website (http://www.sec.gov/litigation/stoporders.shtml), no stop order suspending the effectiveness of the Registration Statement has been issued under the Securities Act or proceedings therefor initiated or threatened by the Commission.

8. The Company is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

9. The statements under the captions “Description of Debt Securities” and “Description of the Notes” in the Registration Statement, the Disclosure Package and the Prospectus, in each case insofar as such statements constitute summaries of the legal matters, documents or proceedings referred to therein, fairly present in all material respects the information set forth therein with respect to such legal matters, documents and proceedings.

10. The statements in each of the Registration Statement, the Disclosure Package and the Prospectus under the caption “Material U.S. Federal Tax Considerations,” insofar as such statements constitute a summary of the United States federal tax laws referred to therein, are accurate and fairly summarize in all material respects the United States federal tax laws referred to therein.

In addition to the qualifications set forth above, the opinions and other matters in this letter are qualified in their entirety and subject to the following:

A. We have assumed for purposes of this letter: that each document we have reviewed for purposes of this letter is accurate and complete, each such document that is an original is authentic, each such document that is a copy conforms to an authentic original, and all signatures on each such document are genuine; that the Underwriting Agreement, the Indenture and every other agreement we have examined for purposes of this letter constitutes a valid and binding obligation of each party to that document and that each such party has satisfied all legal requirements that are applicable to such party to the extent necessary to entitle such party to enforce such agreement (except that we make no such assumption with respect to the Company); and that you have acted in good faith and without notice of any fact which has caused you to reach any conclusion contrary to any of the advice provided in this letter.

B. In preparing this letter we have relied without independent verification upon: (i) information contained in certificates obtained from governmental authorities; (ii) factual information represented to be true in the Underwriting Agreement, in the other documents specifically identified at the beginning of this letter as having been read by us and in the certificates and other documents executed by the Company and delivered to you in connection with the consummation of the Offering; (iii) factual information provided to us by the Company or its representatives; and (iv) factual information we have obtained from such other sources as we have deemed reasonable. We have assumed that there has been no relevant change or development between the dates as of which the information cited in the preceding sentence was given and the date of this letter and that the information upon which we have relied is accurate and does not omit disclosures necessary to prevent such information from being misleading.

C. Whenever this letter provides advice about (or based upon) our knowledge of any particular information or about any information which has or has not come to our attention such advice is based entirely on the conscious awareness at the time this letter is delivered on the date

it bears by the lawyers with Jenner & Block LLP at that time who spent substantial time representing the Company in connection with the Offering after consultation with such other attorneys as they deem appropriate.

D. Our advice on every legal issue addressed in this letter is based exclusively on the internal law of New York, the General Corporation Law of the State of Delaware or the federal law of the United States, and represents our opinion as to how that issue would be resolved were it to be considered by the highest court in the jurisdiction that enacted such law. None of the opinions or other advice contained in this letter considers or covers: (i) any foreign or state securities laws or regulations ("***Blue Sky Laws***"); (ii) any financial statements or schedules, the notes related thereto, or other financial or accounting data derived therefrom, set forth in (or omitted from) the Registration Statement, the Disclosure Package, the Prospectus or any Incorporated Document; (iii) any rules and regulations of the Financial Industry Regulatory Authority, Inc. relating to the compensation of the Underwriters; (iv) compliance with fiduciary duty requirements; (v) the rules and regulations of the New York Stock Exchange, Inc.; (vi) the Form T-1 filed as an exhibit to the Registration Statement; (vii) any law or regulation relating to foreign, federal (except as provided in paragraph 10 above), state or local taxation, any foreign, federal or state environmental laws or regulations, any local laws, any labor laws, the USA PATRIOT Act of 2001, as amended, any intellectual property laws, any antitrust laws or any laws or regulations relating to zoning, land use or subdivision, the Employee Retirement Income Security Act of 1974, as amended, or any similar matters or (viii) the effect of the law of any jurisdiction (other than the State of New York) that limits the rate(s) of interest that may be charged or collected. No opinion is expressed as to the effect the laws of any other jurisdiction might have upon the subject matter of any of the opinions expressed herein under conflict of law principles or otherwise. This letter does not cover any other laws, statutes, governmental rules or regulations or decisions which in our experience are not usually considered for or covered by opinions like those contained in this letter or are not generally applicable to transactions of the kind covered by the Underwriting Agreement.

E. Our opinions herein regarding the enforceability or effect of the Opinion Documents (including their status as valid, legal or binding agreements or obligations of the Company) are qualified by (i) bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws relating to or affecting the rights of creditors generally, including without limitation fraudulent conveyance or transfer laws, and preference and equitable subordination laws and principles; (ii) general principles of equity (whether considered in a proceeding at law or in equity); and (iii) concepts of materiality, unconscionability, reasonableness, impracticability or impossibility of performance, good faith and fair dealing.

F. In addition, we express no opinion regarding (i) the submission of jurisdiction to the extent it relates to the subject matter jurisdiction of any court, (ii) the enforceability of any waiver of a trial by jury or waiver of objection to venue or claim of an inconvenient forum with respect to proceedings, (iii) the waiver of any right to have service of process made in the manner prescribed by applicable law, (iv) the appointment of any person as attorney in fact insofar as exercise of such power of attorney may be limited by public policy or limitations referred to elsewhere in this opinion, (v) the enforceability, or compliance with applicable law,

regulation or ruling, of indemnification or contribution provisions in the Underwriting Agreement, the Indenture or the Securities, (vi) the ability of any person to receive the remedies of specific performance, injunctive relief, liquidated damages or any similar remedy in any proceeding, (vii) any right to the appointment of a receiver, (viii) any right to obtain possession of any property or the exercise of self-help remedies or other remedies without judicial process, (ix) any waiver or limitation concerning mitigation of damages, (x) the availability of the right of rescission, (xi) the enforceability of any right to receive interest on interest, (xii) any provision that requires the payment of liquidated or punitive damages, prepayment penalties or premiums, late fees or default rates of interest to the extent that they are found to constitute unenforceable penalties or forfeitures, (xiii) any provision that excludes money damages as a remedy, if injunctive relief is not available under applicable law, or that permits a party to pursue multiple remedies or that provides that all remedies are cumulative or nonexclusive, or that violates laws relating to claim splitting or collateral estoppel, (xiv) any provision requiring the payment or reimbursement of attorneys' fees other than "reasonable" attorneys' fees under the circumstances for which payment or reimbursement is sought, (xv) any provision in any document regarding severability, (xvi) any provision that would alter the terms or rights and obligations of the parties based on course of dealing, course of performance or the like, or that provides that failure or delay in taking action may not constitute a waiver of rights or (xvii) any provision that requires that amendments or waivers be made in writing.

G. In rendering the opinions set forth in paragraph 1 above with respect to the existence and good standing of the Company, we have relied solely on the Certificate of Good Standing. Such opinion is limited to the meaning ascribed to such certificate by such state agency and applicable law.

This letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent opinion or advice by reason of any fact about which we did not have knowledge at that time, by reason of any change subsequent to that time in any law, other governmental requirement or interpretation thereof covered by any of our opinions or advice, or for any other reason.

This letter may be relied upon by you only for the purpose served by the provision in the Underwriting Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without our written consent: (i) no person other than you may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Very truly yours,

Jenner & Block LLP

10B-5 LETTER OF COUNSEL TO THE COMPANY

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I of the Underwriting Agreement referred to below

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

General Motors Company
$500,000,000 Floating Rate Senior Notes due 2020
$750,000,000 4.200% Senior Notes due 2027
$1,000,000,000 5.150% Senior Notes due 2038
$750,000,000 5.400% Senior Notes due 2048

Ladies and Gentlemen:

We are issuing this letter in our capacity as special counsel for General Motors Company, a Delaware corporation (the "***Company***"), in response to the requirements of Article V, paragraph (e) of the Underwriting Agreement, dated August 2, 2017 (the "***Underwriting Agreement***"), by and among the Company and the several underwriters named in Schedule I thereto (collectively, the "***Underwriters***"), for whom Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC are acting as representatives (the "***Representatives***"). The Underwriting Agreement relates to the offering (the "***Offering***") of $500,000,000 aggregate principal amount of the Company's Floating Rate Senior Notes due 2020, $750,000,000 aggregate principal amount of the Company's 4.200% Senior

Notes due 2027, $1,000,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2038 and $750,000,000 aggregate principal amount of the Company's 5.400% Senior Notes due 2048 (collectively, the "***Securities***") to be issued pursuant to the provisions of an Indenture, dated as of September 27, 2013, and a Fourth Supplemental Indenture, dated as of the date hereof (collectively, the "***Indenture***"), between the Company and The Bank of New York Mellon, as trustee (the "***Trustee***"). Every capitalized term which is defined or given a special meaning in the Underwriting Agreement and which is not given a different meaning in this letter has the same meaning whenever it is used in this letter as the meaning it is given in the Underwriting Agreement.

The Securities have been offered pursuant to:

(a) the Registration Statement on Form S-3 (Registration No. 333-215924), filed by the Company with the Securities and Exchange Commission (the "***Commission***") under the Securities Act of 1933, as amended (the "***Securities Act***") (which registration statement, at the date of the Underwriting Agreement, including the documents incorporated by reference therein and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act, is herein called the "***Registration Statement***");

(b) the prospectus (including the documents incorporated by reference therein) of the Company, dated February 7, 2017 (the "***Basic Prospectus***"), as supplemented by the preliminary prospectus supplement of the Company, dated August 2, 2017 relating to the Offering (including the documents incorporated by reference therein), together with the Permitted Free Writing Prospectus listed on Schedule II to the Underwriting Agreement (collectively, the "***Disclosure Package***"); and

(c) the Basic Prospectus, as supplemented by the prospectus supplement of the Company, dated August 2, 2017 (the "***Prospectus Supplement***") relating to the Offering (including the documents incorporated by reference therein) (together, the "***Prospectus***").

In acting as special counsel to the Company in connection with the transactions described in the first paragraph above, we have participated in various conference calls with officers and representatives of the Company and its affiliates, as well as with representatives of the Underwriters and their counsel, at which the contents of the Registration Statement, the Prospectus and the Disclosure Package were discussed and reviewed.

The purpose of our professional engagement was not to establish factual matters, and the preparation of the Registration Statement, the Prospectus and the Disclosure Package involved many determinations of a wholly or partially non-legal character. We make no representation that we have independently verified the accuracy, completeness or fairness of the Registration Statement, the Prospectus or the Disclosure Package or that the actions taken in connection with the preparation of the Registration Statement, the Prospectus or the Disclosure Package

(including the actions described in the immediately preceding paragraph) were sufficient to cause the Registration Statement, the Prospectus or the Disclosure Package to be accurate, complete or fair. We are not passing upon or assuming responsibility for the accuracy, completeness or fairness of the statements included or incorporated by reference in or omitted from the Registration Statement, the Prospectus, or the Disclosure Package and have made no independent check or verification thereof (except as set forth in paragraphs 9 and 10 of our opinion letter to you of even date herewith). Furthermore, while we have served as special counsel to the Company in the Offering, this firm does not represent the Company in all aspects of its legal affairs. The Company and certain of its subsidiaries have internal legal departments and, in addition, regularly employ outside counsel other than this firm to advise them in connection with legal matters. Hence, there may exist matters that could have a bearing on the affairs of the Company with respect to which we have not been consulted. However, subject to and on the basis of the foregoing and subject to the other limitations set forth in this letter, we advise you that nothing has come to our attention in the course of such discussions and reviews that has caused us to believe that:

(a) the Registration Statement, as of the Effective Time (defined below), contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(b) the Disclosure Package, as of the Initial Sale Time, contained any untrue statement of a material fact or omitted to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(c) the Prospectus, as of the date of the Prospectus Supplement and as of the date hereof, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

Subject to the foregoing and the other limitations set forth in this letter, we further advise you that the Registration Statement, as of the Effective Time, and the Prospectus, as of the date of the Prospectus Supplement, each appears on its face to be appropriately responsive, in all material respects, to the requirements as to form of the Securities Act and the rules and regulations promulgated thereunder.

We are not advising and we express no view or belief and make no statement with respect to (i) the financial statements and schedules and notes thereto or other financial, numerical, accounting or quantitative information (or the assumptions with respect thereto) included in or incorporated by reference in (or omitted from) the Registration Statement or the exhibits thereto, the Disclosure Package or the Prospectus; and (ii) the Trustee’s statement of eligibility on Form T-1 filed as an exhibit to the Registration Statement.

In addition, we have made no inquiry into the delivery of any documents to any investor, and have further assumed that the Disclosure Package was conveyed to investors at or prior to the Initial Sale Time. Finally, the advice provided herein is limited to those attorneys of this firm involved in the representation of the Company in connection with the transactions referenced herein.

As used herein, "***Effective Time***" means the time of effectiveness of the Registration Statement for purposes of Section 11 of the Securities Act, as such section applies to the Underwriters.

This letter speaks as of the time of its delivery on the date it bears. We do not assume any obligation to provide you with any subsequent advice by reason of any fact about which we did not have knowledge at that time, by reason of any change subsequent to that time in any law, other governmental requirement or interpretation thereof covered by any of our advice, or for any other reason.

This letter may be relied upon by you only for the purpose served by the provision in the Underwriting Agreement cited in the initial paragraph of this letter in response to which it has been delivered. Without our written consent: (i) no person other than you may rely on this letter for any purpose; (ii) this letter may not be cited or quoted in any financial statement, prospectus, private placement memorandum or other similar document; (iii) this letter may not be cited or quoted in any other document or communication which might encourage reliance upon this letter by any person or for any purpose excluded by the restrictions in this paragraph; and (iv) copies of this letter may not be furnished to anyone for purposes of encouraging such reliance.

Very truly yours,

Jenner & Block LLP

EXHIBIT B-1

OPINION OF COUNSEL FOR THE UNDERWRITERS

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I hereto

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

We have acted as counsel for you and the other several Underwriters named in Schedule I to the Underwriting Agreement dated August 2, 2017 (the "**Underwriting Agreement**") with General Motors Company, a Delaware corporation (the "**Company**"), under which you and such other Underwriters have severally agreed to purchase from the Company $500,000,000 aggregate principal amount of the Company's Floating Rate Senior Notes due 2020 (the "**Floating Rate Notes**"), $750,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2027 (the "**2027 Notes**"), $1,000,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2038 (the "**2038 Notes**") and $750,000,000 aggregate principal amount of the Company's 5.400% Senior Notes due 2048 (the "**2048 Notes**" and, together with the Floating Rate Notes, the 2027 Notes and the 2038 Notes, the "**Securities**"). The Securities are to be issued pursuant to the provisions of the Indenture dated as of September 27, 2013 (the "**Base Indenture**") between the Company and The Bank of New York Mellon, as trustee (the "**Trustee**"), as amended and supplemented by the supplemental indenture to be dated as of August 7, 2017 (the "**Fourth Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**") between the Company and the Trustee.

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

We have also reviewed the Company's registration statement on Form S-3 (File No. 333-215924) (including the documents incorporated by reference therein (the "**Incorporated Documents**")) filed with the Securities and Exchange Commission (the "**Commission**") pursuant to the provisions of the Securities Act of 1933, as amended (the "**Act**"), relating to the registration of securities (the "**Shelf Securities**") to be issued from time to time by the Company and have participated in the preparation of the preliminary prospectus supplement dated August 2, 2017 relating to the Securities, the free writing prospectus set forth in Schedule II to the Underwriting Agreement relating to the Securities and the prospectus supplement dated August 2, 2017 relating to the Securities (the "**Prospectus Supplement**"). The registration statement became effective under the Act and the Indenture qualified under the Trust Indenture Act of 1939, as amended, upon the filing of the registration statement with the Commission on February 7, 2017 pursuant to Rule 462(e). The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "**Registration Statement**," and the related prospectus (including the Incorporated Documents) dated February 7, 2017 relating to the Shelf Securities is hereinafter referred to as the "**Basic Prospectus**." The Basic Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm sales of the Securities (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Securities under Rule 173 under the Act), is hereinafter referred to as the "**Prospectus**."

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("**EDGAR**") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting, (iv) all signatures on all documents that we reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we are of the opinion that:

1. The Indenture has been duly authorized, executed and delivered by the Company and is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, provided that we express no opinion as to the validity, legally binding effect or

enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

2. The Securities have been duly authorized and, when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and will be entitled to the benefits of the Indenture pursuant to which such Securities are to be issued, provided that we express no opinion as to the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

3. The Underwriting Agreement has been duly authorized, executed and delivered by the Company.

We have considered the statements included in the Prospectus under the captions "Description of Debt Securities," "Description of the Notes" and "Underwriting" insofar as they summarize provisions of the Indenture, the Securities and the Underwriting Agreement. In our opinion, such statements fairly summarize these provisions in all material respects.

In rendering the opinions in paragraphs (1) through (3) above, we have assumed that each party to the Indenture, the Underwriting Agreement and the Securities (the "**Documents**") has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its organization. In addition, we have assumed that (i) the execution, delivery and performance by each party thereto of each Document to which it is a party, (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party, provided that we make no such assumption to the extent that we have specifically opined as to such matters with respect to the Company, and (ii) each Document (other than the Underwriting Agreement) is a valid, binding and enforceable agreement of each party thereto (other than as expressly covered above in respect of the Company).

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate.

This opinion is rendered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This opinion may not be relied upon by you or the other several Underwriters for any other purpose or relied upon by any other person (including any person acquiring Securities from the several Underwriters) or furnished to any other person without our prior written consent.

Very truly yours,

Davis Polk & Wardwell LLP

EXHIBIT B-2

RULE 10B-5 STATEMENT OF COUNSEL FOR THE UNDERWRITERS

DEUTSCHE BANK SECURITIES INC.
MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED
MORGAN STANLEY & CO. LLC

As Representatives of the several Underwriters
named in Schedule I hereto

c/o Deutsche Bank Securities Inc.
60 Wall Street
New York, NY 10005

c/o Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, New York 10016

c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

Ladies and Gentlemen:

We have acted as counsel for you and the other several Underwriters named in Schedule I to the Underwriting Agreement dated August 2, 2017 (the "**Underwriting Agreement**") with General Motors Company, a Delaware corporation (the "**Company**"), under which you and such other Underwriters have severally agreed to purchase from the Company $500,000,000 aggregate principal amount of the Company's Floating Rate Senior Notes due 2020 (the "**Floating Rate Notes**"), $750,000,000 aggregate principal amount of the Company's 4.200% Senior Notes due 2027 (the "**2027 Notes**"), $1,000,000,000 aggregate principal amount of the Company's 5.150% Senior Notes due 2038 (the "**2038 Notes**") and $750,000,000 aggregate principal amount of the Company's 5.400% Senior Notes due 2048 (the "**2048 Notes**" and, together with the Floating Rate Notes, the 2027 Notes and the 2038 Notes, the "**Securities**").

We have reviewed the Company's registration statement on Form S-3 (File No. 333-215924) (including the documents incorporated by reference therein (the "**Incorporated Documents**")) filed with the Securities and Exchange Commission (the "**Commission**") pursuant to the provisions of the Securities Act of 1933, as amended (the "**Act**"), relating to the registration of securities (the "**Shelf Securities**") to be issued from time to time by the Company and have participated in the preparation of the preliminary prospectus supplement dated August 2, 2017 (the "**Preliminary Prospectus**

Supplement") relating to the Securities, the free writing prospectus set forth in Schedule II to the Underwriting Agreement relating to the Securities and the prospectus supplement dated August 2, 2017 relating to the Securities (the "**Prospectus Supplement**"). The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "**Registration Statement**," and the related prospectus (including the Incorporated Documents) dated February 7, 2017 relating to the Shelf Securities is hereinafter referred to as the "**Basic Prospectus**." The Basic Prospectus, as supplemented by the Preliminary Prospectus Supplement, together with the free writing prospectus set forth in Schedule II to the Underwriting Agreement for the Securities are hereinafter referred to as the "**Disclosure Package**." The Basic Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm sales of the Securities (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Securities under Rule 173 under the Act), is hereinafter referred to as the "**Prospectus**."

We have, without independent inquiry or investigation, assumed that all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("**EDGAR**") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting.

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial, accounting or quantitative information. Furthermore, many determinations involved in the preparation of the Registration Statement, the Disclosure Package and the Prospectus are of a wholly or partially non-legal character or relate to legal matters outside the scope of our opinion separately delivered to you today in respect of certain matters under the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware. As a result, we are not passing upon, and do not assume any responsibility for, the accuracy, completeness or fairness of the statements contained in the Registration Statement, the Disclosure Package or the Prospectus, and we have not ourselves checked the accuracy, completeness or fairness of, or otherwise verified, the information furnished in such documents (except to the extent expressly set forth in our opinion letter separately delivered to you today as to statements included in the Prospectus under the captions "Description of Debt Securities," "Description of the Notes" and "Underwriting"). However, in the course of our acting as counsel to you in connection with the review of the Registration Statement, the Disclosure Package and the Prospectus, we have generally reviewed and discussed with your representatives and with certain officers and employees of, and counsel and independent public accountants for, the Company the information furnished, whether or not subject to our check and verification. We have also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants and oral and written statements of officers and other representatives of the Company and others as to the existence and consequence of certain factual and other matters.

On the basis of the information gained in the course of the performance of the services rendered above, but without independent check or verification except as stated above:

(i) the Registration Statement and the Prospectus appear on their face to be appropriately responsive in all material respects to the requirements of the Act and the applicable rules and regulations of the Commission thereunder; and

(ii) nothing has come to our attention that causes us to believe that, insofar as relevant to the offering of the Securities:

a. on the date of the Underwriting Agreement, the Registration Statement contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading,

b. at 5:55 P.M. New York City time on August 2, 2017 the Disclosure Package contained any untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, or

c. the Prospectus as of the date of the Underwriting Agreement or as of the date hereof contained or contains any untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

In providing this letter to you and the other several Underwriters, we have not been called to pass upon, and we express no view regarding, the financial statements or financial schedules or other financial or accounting data included in the Registration Statement, the Disclosure Package, the Prospectus or the Statement of Eligibility of the Trustee on Form T-1. In addition, we express no view as to the conveyance of the Disclosure Package or the information contained therein to investors.

This letter is delivered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This letter may not be relied upon by you or the other several Underwriters for any other purpose or relied upon by any other person (including any person acquiring Securities from the several Underwriters) or furnished to any other person without our prior written consent.

Very truly yours,

Davis Polk & Wardwell LLP

GENERAL MOTORS COMPANY

and

THE BANK OF NEW YORK MELLON,
as Trustee

FOURTH SUPPLEMENTAL INDENTURE

Dated as of August 7, 2017

to

INDENTURE

Dated as of September 27, 2013

Floating Rate Senior Notes due 2020

4.200% Senior Notes due 2027

5.150% Senior Notes due 2038

5.400% Senior Notes due 2048

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FOURTH SUPPLEMENTAL INDENTURE, dated as of August 7, 2017 (this "***Supplemental Indenture***"), between General Motors Company, a corporation duly organized and existing under the laws of Delaware (herein called the "***Company***"), having its principal office at 300 Renaissance Center, Detroit, Michigan 48265-3000, and The Bank of New York Mellon, a New York banking corporation, as trustee (herein called the "***Trustee***").

RECITALS OF THE COMPANY

WHEREAS, the Company has executed and delivered the Indenture, dated as of September 27, 2013 (as supplemented prior to the date hereof, the "***Base Indenture***" and, together with this Supplemental Indenture, the "***Indenture***"), to the Trustee, to provide for the issuance of the Company's debt securities (the "***Securities***"), to be issued in one or more series;

WHEREAS, pursuant to the terms of the Base Indenture, the Company desires to provide for the establishment of four new series of its Securities under the Base Indenture to be known as its "Floating Rate Senior Notes due 2020" (the "***Floating Rate Notes***"), "4.200% Senior Notes due 2027" (the "***2027 Notes***"), "5.150% Senior Notes due 2038" (the "***2038 Notes***") and "5.400% Senior Notes due 2048" (the "***2048 Notes***," and, together with the Floating Rate Notes, the 2027 Notes and the 2038 Notes, the "***Notes***"), respectively, the form and substance and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Supplemental Indenture;

WHEREAS, the Board of Directors of the Company by duly adopted resolutions has authorized, among other things, the issuance of the Notes and the execution and delivery of this Supplemental Indenture;

WHEREAS, this Supplemental Indenture is being entered into pursuant to the provisions of Section 901 of the Base Indenture;

WHEREAS, the Company hereby requests that the Trustee join with the Company in the execution and delivery of this Supplemental Indenture; and

WHEREAS, all things necessary to make this Supplemental Indenture a valid agreement of the Company, in accordance with its terms, and to make the Notes, when executed and delivered by the Company and authenticated by the Trustee, the valid obligations of the Company, have been performed.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the forms and terms of the Notes, the Company covenants and agrees with the Trustee, as follows:

ARTICLE 1
DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

Section 1.01. *Definition of Terms*. Unless the context otherwise requires:

(a) the terms defined in this Supplemental Indenture (except as herein otherwise expressly provided or unless the context of this Supplemental Indenture otherwise requires) for all purposes of this Supplemental Indenture and of any indenture supplemental hereto have the respective meanings specified in this Supplemental Indenture. All other terms used in this Supplemental Indenture that are defined in the Base Indenture, either directly or by reference therein (except as herein otherwise expressly provided or unless the context of this Supplemental Indenture otherwise requires), have the respective meanings assigned to such terms in the Base Indenture, as in force at the date of this Supplemental Indenture as originally executed; *provided* that any term that is defined in both the Base Indenture and this Supplemental Indenture shall have the meaning assigned to such term in this Supplemental Indenture;

(b) the singular includes the plural, and vice versa; and

(c) headings are for convenience of reference only and do not affect interpretation.

(d) The following definition shall be applicable in respect of all Notes for purposes of this Supplemental Indenture:

"***Business Day***" means each Monday, Tuesday, Wednesday, Thursday and Friday (i) that is not a day on which banking institutions are authorized or obligated by law, regulation or executive order to close in the City of New York or the city in which the corporate trust office of the Trustee is located and (ii) that, in the case of (and solely in the case of) the Floating Rate Notes, is also a London Business Day (as defined below).

(e) The following definitions shall be applicable solely in respect of the Floating Rate Notes for purposes of this Supplemental Indenture:

"***Calculation Agent***" means The Bank of New York Mellon, or any successor appointed from time to time by the Company to act as calculation agent.

"***Interest Determination Date***" means the second London Business Day immediately preceding August 7, 2017, in the case of the Initial Interest Period, or thereafter the second London Business Day immediately preceding the applicable Interest Reset Date.

"***Initial Interest Reset Period***" (or "***Initial Interest Period***") means the period from and including August 7, 2017 to but excluding the first Interest Reset Date.

"***Interest Reset Date***" refers to each day on which the interest rate on the Floating Rate Notes will be reset, which will be quarterly on February 7, May 7, August 7 and November 7, commencing on November 7, 2017; provided that if any Interest Reset Date

would otherwise be a day that is not a Business Day, the Interest Reset Date will be postponed to the immediately succeeding day that is a Business Day, except that if that Business Day is in the immediately succeeding calendar month, the Interest Reset Date shall be the immediately preceding Business Day.

"***Interest Reset Period***" (or "***Interest Period***") means the period from and including an Interest Reset Date to but excluding the immediately succeeding Interest Reset Date; provided that the final Interest Reset Period for the Floating Rate Notes shall be the period from and including the Interest Reset Date immediately preceding the maturity date of the Floating Rate Notes to but excluding the maturity date.

"***London Business Day***" means a day on which dealings in deposits in U.S. dollars are transacted in the London interbank market.

"***Three-Month LIBOR***" will be determined by the Calculation Agent in accordance with the following provisions:

(i) Three-Month LIBOR will be the rate for deposits in U.S. dollars for the 3-month period which appears on Reuters LIBOR 01 (as defined below) at approximately 11:00 a.m., London time, on the applicable Interest Determination Date. "*Reuters LIBOR 01"* means the display designated on page LIBOR 01 on the Reuters Service (or such other page as may replace the LIBOR 01 page on that service or any successor service for the purpose of displaying London interbank offered rates for U.S. dollar deposits of major banks). If no rate appears on Reuters LIBOR 01, Three-Month LIBOR for such Interest Determination Date will be determined in accordance with the provisions of paragraph (ii) below.

(ii) With respect to an Interest Determination Date on which no rate appears on Reuters LIBOR 01 as of approximately 11:00 a.m., London time, on such Interest Determination Date, the Company shall request the principal London offices of each of four major reference banks in the London interbank market selected by the Company to provide the Calculation Agent with a quotation of the rate at which deposits of U.S. dollars having a three-month maturity, commencing on the second London Business Day immediately following such Interest Determination Date, are offered by it to prime banks in the London interbank market as of approximately 11:00 a.m., London time, on such Interest Determination Date in a principal amount equal to an amount of not less than U.S. $1,000,000 that is representative for a single transaction in such market at such time. If at least two such quotations are provided, Three-Month LIBOR for such Interest Determination Date will be the arithmetic mean of such quotations. If fewer than two quotations are provided, Three Month LIBOR for such Interest Determination Date will be the arithmetic mean of the rates quoted as of approximately 11:00 a.m., New York City time, on such Interest Determination Date by three major banks selected by the Company for loans in U.S. dollars to leading European banks having a three-month maturity commencing on the second London Business Day immediately following such Interest Determination Date and in a principal amount equal to an amount of not less than U.S. $1,000,000 that is representative for a single transaction in such market at such time; provided, however, that if the banks selected as aforesaid by the Company are not

quoting such rates as mentioned in this sentence, Three-Month LIBOR for such Interest Determination Date will be Three Month LIBOR determined with respect to the immediately preceding Interest Determination Date.

All percentages resulting from any of the above calculations will be rounded, if necessary, to the nearest one hundred thousandth of a percentage point, with five one-millionths of a percentage point being rounded upwards (e.g., 1.986865% (or 0.01986865) being rounded to 1.98687% (or 0.0198687)) and all dollar amounts used in or resulting from such calculations will be rounded to the nearest cent (with one-half cent being rounded upwards).

Section 1.02. *Relationship with Base Indenture*. The terms and provisions contained in the Base Indenture will constitute, and are hereby expressly made, a part of this Supplemental Indenture. However, to the extent any provision of the Base Indenture conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture will govern and be controlling (including for all purposes of Section 113 of the Base Indenture in respect of the Notes).

ARTICLE 2
TERMS AND CONDITIONS OF NOTES

Section 2.01. *Designation and Principal Amount*.

(a) There is hereby authorized and established a series of Securities under the Base Indenture, designated as the "Floating Rate Senior Notes due 2020," which is initially limited in aggregate principal amount to $500,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other Floating Rate Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Base Indenture and except for any Notes which, pursuant to Section 303 of the Base Indenture, are deemed never to have been authenticated and delivered).

(b) There is hereby authorized and established a series of Securities under the Base Indenture, designated as the "4.200% Senior Notes due 2027," which is initially limited in aggregate principal amount to $750,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other 2027 Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Base Indenture and except for any Notes which, pursuant to Section 303 of the Base Indenture, are deemed never to have been authenticated and delivered).

(c) There is hereby authorized and established a series of Securities under the Base Indenture, designated as the "5.150% Senior Notes due 2038," which is initially limited in aggregate principal amount to $1,000,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other 2038 Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Base Indenture and except for any Notes which, pursuant to Section 303 of the Base Indenture, are deemed never to have been authenticated and delivered).

(d) There is hereby authorized and established a series of Securities under the Base Indenture, designated as the "5.400% Senior Notes due 2048," which is initially limited in aggregate principal amount to $750,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other 2048 Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Base Indenture and except for any Notes which, pursuant to Section 303 of the Base Indenture, are deemed never to have been authenticated and delivered).

Section 2.02. *Maturity*.

(a) The Stated Maturity of principal of the Floating Rate Notes shall be August 7, 2020.

(b) The Stated Maturity of principal of the 2027 Notes shall be October 1, 2027.

(c) The Stated Maturity of principal of the 2038 Notes shall be April 1, 2038.

(d) The Stated Maturity of principal of the 2048 Notes shall be April 1, 2048.

Section 2.03. *Further Issues*. The Company may at any time and from time to time, without the consent of the Holders of the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, increase the principal amount of the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes that may be issued under the Indenture and issue additional Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes; *provided that* if the additional Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes are not fungible with the then-outstanding Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes for U.S. federal income tax purposes, respectively, the additional Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes shall have separate CUSIP numbers. Any such additional Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes shall have the same ranking, interest rate, maturity date and other terms as the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, respectively, but may be offered at a different offering price or have a different issue date, initial interest accrual date or initial interest payment date than such Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, respectively (and, in the case of any such additional Floating Rate Notes, may have a different initial Interest Reset Date, Initial Interest Reset Period or initial Interest Determination Date than such Floating Rate Notes). Any such additional Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, together with the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes herein provided for, shall each respectively constitute a single series of Securities under the Base Indenture.

Section 2.04. *Payment*. Principal of and interest on the Notes shall be payable in U.S. dollars in immediately available funds at the office or agency of the Company maintained for such purpose, which shall initially be at the Corporate Trust Office of the Trustee; *provided*, *however*, that payment of interest may be made at the option of the Company through the Paying Agent by check mailed to the Holder at such address as shall appear in the Security Register at the close of business on the Regular Record Date

for such Holder or by wire transfer to an account appropriately designated by the Holder to the Company and the Trustee; and *provided*, *further*, that the Company through the Paying Agent shall pay principal of and interest on the Notes in the form of Global Securities registered in the name of or held by The Depository Trust Company ("**DTC**") or such other Depositary as may from time to time be designated pursuant to the terms of the Indenture, or its respective nominee, by wire transfer in immediately available funds to such Depositary or its nominee, as the case may be, as the registered holder of such Notes in the form of Global Securities.

Section 2.05. *Interest*.

(a) The Floating Rate Notes shall bear interest (computed on the basis of the actual number of days elapsed over a 360-day year) from August 7, 2017 at a floating rate per annum, reset quarterly on each Interest Reset Date, equal to Three-Month LIBOR, as determined as of the applicable Interest Determination Date for the Initial Interest Period and for each subsequent Interest Period, plus 0.800%, as calculated by the Calculation Agent, payable quarterly in arrears. Interest payable on each Interest Payment Date shall include interest accrued from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Interest Payment Dates on which such interest shall be payable are February 7, May 7, August 7 and November 7, commencing on November 7, 2017, but if any Interest Payment Date (other than the maturity date of the Floating Rate Notes) is not a Business Day, such Interest Payment Date will be postponed to the immediately succeeding day that is a Business Day, except that if that Business Day is in the immediately succeeding calendar month, the Interest Payment Date shall be the immediately preceding Business Day. If the maturity date of the Floating Rate Notes falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the maturity date of the Floating Rate Notes. The Regular Record Date for the interest payable on any Interest Payment Date is the close of business on the date (whether or not a Business Day) that is fifteen (15) calendar days prior to the relevant Interest Payment Date.

(b) The 2027 Notes shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from August 7, 2017 at the rate of 4.200% per annum, payable semi-annually in arrears. Interest payable on each Interest Payment Date shall include interest accrued from August 7, 2017, or from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Interest Payment Dates on which such interest shall be payable are April 1 and October 1, commencing on April 1, 2018; and the Regular Record Date for the interest payable on any Interest Payment Date is the close of business on the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding the relevant Interest Payment Date.

(c) The 2038 Notes shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from August 7, 2017 at the rate of 5.150% per annum, payable semi-annually in arrears. Interest payable on each Interest Payment Date shall include interest accrued from August 7, 2017, or from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Interest Payment

Dates on which such interest shall be payable are April 1 and October 1, commencing on April 1, 2018; and the Regular Record Date for the interest payable on any Interest Payment Date is the close of business on the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding the relevant Interest Payment Date.

(d) The 2048 Notes shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from August 7, 2017 at the rate of 5.400% per annum, payable semi-annually in arrears. Interest payable on each Interest Payment Date shall include interest accrued from August 7, 2017, or from the most recent Interest Payment Date to which interest has been paid or duly provided for. The Interest Payment Dates on which such interest shall be payable are April 1 and October 1, commencing on April 1, 2018; and the Regular Record Date for the interest payable on any Interest Payment Date is the close of business on the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding the relevant Interest Payment Date.

Section 2.06. *Authorized Denominations*. Each of the Floating Rate Notes, 2027 Notes, 2038 Notes and 2048 Notes shall be issuable in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Section 2.07. *Redemption and Sinking Fund*.

(a) The Floating Rate Notes shall not be redeemable at the option of the Company. The Floating Rate Notes shall not be redeemable at the option of the Holders. The Floating Rate Notes shall not be entitled to the benefit of any sinking fund.

(b) The 2027 Notes shall not be redeemable at the option of the Company except as set forth in Section 2 of the 2027 Notes. The 2027 Notes shall not be redeemable at the option of the Holders. The 2027 Notes shall not be entitled to the benefit of any sinking fund.

(c) The 2038 Notes shall not be redeemable at the option of the Company except as set forth in Section 2 of the 2038 Notes. The 2038 Notes shall not be redeemable at the option of the Holders. The 2038 Notes shall not be entitled to the benefit of any sinking fund.

(d) The 2048 Notes shall not be redeemable at the option of the Company except as set forth in Section 2 of the 2048 Notes. The 2048 Notes shall not be redeemable at the option of the Holders. The 2048 Notes shall not be entitled to the benefit of any sinking fund.

Section 2.08. *Ranking*. Each of the Floating Rate Notes, 2027 Notes, 2038 Notes and 2048 Notes shall be senior unsecured debt securities of the Company, ranking equally with the Company’s other unsecured and unsubordinated indebtedness.

Section 2.09. *Appointments*. The Trustee shall be the initial Security Registrar and initial Paying Agent for each of the Floating Rate Notes, 2027 Notes, 2038 Notes and 2048 Notes. The Trustee shall be the initial Calculation Agent for the Floating Rate Notes.

Section 2.10. *Waiver of Certain Covenants*. Without in any way limiting the applicability of Section 1006 of the Base Indenture with respect to the Notes, the Company may, with respect to the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, also omit in a particular instance to comply with any term, provision or condition set forth in Article 3 of this Supplemental Indenture, if, before or after the time for such compliance, the Holders of not less than a majority in aggregate principal amount of the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, respectively, at the time Outstanding shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver becomes effective, the obligations of the Company and the duties of the Trustee in respect of any such term, provision or condition shall remain in full force and effect. Nothing in this Section 2.10 shall affect the Company's requirement to comply with Section 513 of the Base Indenture with respect to waivers of past defaults under the Base Indenture.

Section 2.11. *Defeasance*. The Company may elect, at its option at any time, pursuant to Section 402 of the Base Indenture, to have Section 403 or Section 404 in the Base Indenture, or both, apply to the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, respectively, or any principal amount thereof. Without in any way limiting the applicability of Section 404 of the Base Indenture with respect to the Notes, upon the Company's exercise of its option to have Section 404 of the Base Indenture applied to all of the Outstanding Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, (1) the Company shall also be deemed to be released from and may omit to comply with its obligations under the covenants contained in Article 3 of this Supplemental Indenture with respect to the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, respectively, and (2) the failure to comply with any such obligation, covenant, restriction, term or other provision shall not constitute (and shall be deemed not to be or result in) an Event of Default under Section 501(4) or Section 501(7) of the Base Indenture, in each case with respect to the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes, respectively, on and after the date the conditions set forth in Section 405 of the Base Indenture are satisfied.

Section 2.12. *Guarantees*. None of the Floating Rate Notes, 2027 Notes, 2038 Notes or 2048 Notes shall be guaranteed by any Person.

ARTICLE 3
COVENANTS

Section 3.01. *Additional Covenants*. In addition to the covenants stated in Article Ten of the Base Indenture, the Notes will be subject to the covenants set forth in Sections 3.03 and 3.04 below. For the avoidance of doubt, the covenants set forth in Sections 3.03 and 3.04 below are solely for the benefit of the Holders of the Floating Rate Notes, 2027 Notes, 2038 Notes and 2048 Notes, and are not for the benefit of, or applicable to, any other debt securities issued under the Base Indenture or any other supplemental indenture.

Section 3.02. *Definitions*. The following definitions shall be applicable to Sections 3.03 and 3.04 below:

"***Attributable Debt***" means, at the time of determination as to any lease, the present value (discounted at the actual rate, if stated, or, if no rate is stated, the implicit rate of interest of such lease transaction as determined by the Company's Chairman, President or any Vice Chairman, the Company's Chief Financial Officer, any Vice President, the Company's Treasurer or any Assistant Treasurer), calculated using the interval of scheduled rental payments under such lease, of the obligation of the lessee for net rental payments during the remaining term of such lease (excluding any subsequent renewal or other extension options held by the lessee). The term "***net rental payments***" means, with respect to any lease for any period, the sum of the rental and other payments required to be paid in such period by the lessee thereunder, but not including, however, any amounts required to be paid by such lessee (whether or not designated as rental or additional rental) on account of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, earnings or profits or of maintenance and repairs, insurance, taxes, assessments, water rates, indemnities or similar charges; *provided, however*, that, in the case of any lease which is terminable by the lessee upon the payment of a penalty in an amount which is less than the total discounted net rental payments required to be paid from the later of the first date upon which such lease may be so terminated and the date of the determination of net rental payments, "net rental payments" shall include the then current amount of such penalty from the later of such two dates, and shall exclude the rental payments relating to the remaining period of the lease commencing with the later of such two dates.

"***Consolidated Tangible Assets***" means, on the date of determination, total assets less goodwill and other intangible assets of the Company and its consolidated subsidiaries, in each case as set forth on the most recently available consolidated balance sheet of the Company and its subsidiaries in accordance with generally accepted accounting principles in the United States.

"***Debt***" means notes, bonds, debentures or other similar evidences of indebtedness for money borrowed.

"***Manufacturing Subsidiary***" means any Subsidiary (A) substantially all the property of which is located within the continental United States of America, (B) which owns a Principal Domestic Manufacturing Property and (C) in which the Company's investment, direct or indirect and whether in the form of equity, debt, advances or otherwise, is in excess of $2,500,000,000 as shown on the consolidated books of the Company as of the end of the fiscal year immediately preceding the date of determination; *provided*, *however*, that "Manufacturing Subsidiary" shall not include any Subsidiary which is principally engaged in leasing or in financing installment receivables or otherwise providing financial or insurance services to the Company or others or which is principally engaged in financing the Company's operations outside the continental United States of America.

"***Mortgage***" means any mortgage, pledge, lien, security interest, conditional sale or other title retention agreement or other similar encumbrance.

"***Principal Domestic Manufacturing Property***" means all real property located within the continental United States of America and constituting part of any manufacturing plant or facility owned and operated by the Company or any Manufacturing Subsidiary, together with such manufacturing plant or facility (including all plumbing, electrical, ventilating, heating, cooling, lighting and other utility systems, ducts and pipes attached to or constituting a part thereof, but excluding all trade fixtures (unless such trade fixtures are attached to the manufacturing plant or facility in a manner that does not permit removal therefrom without causing substantial damage thereto), business machinery, equipment, motorized vehicles, tools, supplies and materials, security systems, cameras, inventory and other personal property and materials), unless, in the opinion of the Board of Directors of the Company, such manufacturing plant or facility is not of material importance to the total business conducted by the Company and its consolidated affiliates as an entity.

"***Subsidiary***" means any corporation of which at least a majority of the outstanding stock having by the terms thereof ordinary voting power to elect a majority of the board of directors of such corporation (irrespective of whether or not at the time stock of any other class or classes of such corporation shall have or might have voting power by reason of the happening of any contingency) is at the time owned by the Company, or by one or more Subsidiaries, or by the Company and one or more Subsidiaries.

Section 3.03. *Limitation on Liens.* For the benefit of the Notes, the Company will not, nor will the Company permit any Manufacturing Subsidiary to, issue or assume any Debt secured by a Mortgage upon any Principal Domestic Manufacturing Property of the Company or any Manufacturing Subsidiary or upon any shares of stock or indebtedness of any Manufacturing Subsidiary (whether such Principal Domestic Manufacturing Property, shares of stock or indebtedness are now owned or hereafter acquired) without in any such case effectively providing concurrently with the issuance or assumption of any such Debt that the Notes (together with, if the Company shall so determine, any other indebtedness of the Company or such Manufacturing Subsidiary ranking equally with the Notes and then existing or thereafter created) shall be secured equally and ratably with such Debt, unless the aggregate amount of Debt issued or assumed and so secured by Mortgages, together with all other Debt of the Company and its Manufacturing Subsidiaries which (if originally issued or assumed at such time) would otherwise be subject to the foregoing restrictions, but not including Debt permitted to be secured under clauses (i) through (vii) of the immediately following paragraph, does not at the time exceed 15% of the Consolidated Tangible Assets of the Company.

The above restrictions shall not apply to Debt secured by:

(i) Mortgages on property, shares of stock or indebtedness of any corporation existing at the time such corporation becomes a Manufacturing Subsidiary;

(ii) Mortgages on property existing at the time of acquisition thereof or to secure the payment of all or any part of the purchase or construction price of property, or to secure Debt incurred for the purpose of financing all or part of the purchase or construction price of property or the cost of improvements on property, which Debt is incurred prior to, at the time of, or within 180 days after the later of such acquisition or completion of such improvements or construction or commencement of full operation of such property;

(iii) Mortgages securing Debt of a Manufacturing Subsidiary owing to the Company or to another Manufacturing Subsidiary;

(iv) Mortgages on property of a corporation existing at the time such corporation is merged or consolidated with the Company or a Manufacturing Subsidiary or at the time of a sale, lease or other disposition of the properties of a corporation as an entirety or substantially as an entirety to the Company or a Manufacturing Subsidiary;

(v) Mortgages in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price or the cost of construction or improvement of the property subject to such Mortgages (including, without limitation, Mortgages incurred in connection with pollution control, industrial revenue or similar financing);

(vi) Mortgages existing on August 7, 2017; or

(vii) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Mortgage referred to in the foregoing clauses (i) to (vi) or in this clause (vii); *provided*, *however*, that the principal amount of Debt secured thereby shall not exceed the principal amount of Debt so secured at 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 Mortgage so extended, renewed or replaced (plus improvements on such property).

Section 3.04. *Limitation on Sales and Lease-Backs*. For the benefit of the Notes, the Company will not, nor will the Company permit any Manufacturing Subsidiary to, enter into any arrangement with any person providing for the leasing by the Company or any Manufacturing Subsidiary of any Principal Domestic Manufacturing Property owned by the Company or any Manufacturing Subsidiary on August 7, 2017 (except for temporary leases for a term of not more than five years and except for leases between the Company and a Manufacturing Subsidiary or between Manufacturing Subsidiaries), which property has been or is to be sold or transferred by the Company or such Manufacturing Subsidiary to such person, unless either:

(i) the Company or such Manufacturing Subsidiary would be entitled, pursuant to the provisions of Section 3.03 above, to issue, assume, extend, renew or replace Debt secured by a Mortgage upon such property at least equal in amount to the Attributable Debt in respect of such arrangement without equally and ratably securing the Notes; *provided*, *however*, that from and after the date on which such arrangement becomes effective the Attributable Debt in respect of such arrangement shall be deemed for all purposes under Section 3.03 above and this Section 3.04 to be Debt subject to the provisions of Section 3.03 above (which provisions include the exceptions set forth in clauses (i) through (vii) of Section 3.03 above); or

(ii) the Company shall apply an amount in cash equal to the Attributable Debt in respect of such arrangement within 180 days of the effective date of any such arrangement to either (or a combination) of (i) the retirement (other than any mandatory retirement or by way of payment at maturity) of Debt of ours or any Manufacturing Subsidiary (other than Debt owned by the Company or any Manufacturing Subsidiary) which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than twelve months after the date of the creation of such Debt, or (ii) the purchase, construction or development by the Company or a Manufacturing Subsidiary of other comparable property.

ARTICLE 4
FORM OF NOTES

Section 4.01. *Form of Notes*.

(a) The Floating Rate Notes and the Trustee's certificate of authentication thereon shall be substantially in the form set forth in Exhibit A-1 hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Base Indenture and this Supplemental Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with applicable tax laws or the rules of any securities exchange or Depositary therefor or as may, consistent herewith, be determined by the signatory authorized by the Company to execute such Floating Rate Notes, as evidenced by the execution thereof. All Floating Rate Notes shall be in fully registered form.

(b) The 2027 Notes and the Trustee's certificate of authentication thereon shall be substantially in the form set forth in Exhibit A-2 hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Base Indenture and this Supplemental Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with applicable tax laws or the rules of any securities exchange or Depositary therefor or as may, consistent herewith, be determined by the signatory authorized by the Company to execute such 2027 Notes, as evidenced by the execution thereof. All 2027 Notes shall be in fully registered form.

(c) The 2038 Notes and the Trustee's certificate of authentication thereon shall be substantially in the form set forth in Exhibit A-3 hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Base Indenture and this Supplemental Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with applicable tax laws or the rules of any securities exchange or Depositary therefor or as may, consistent herewith, be determined by the signatory authorized by the Company to execute such 2038 Notes, as evidenced by the execution thereof. All 2038 Notes shall be in fully registered form.

(d) The 2048 Notes and the Trustee's certificate of authentication thereon shall be substantially in the form set forth in Exhibit A-4 hereto, with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by the Base Indenture and this Supplemental Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with applicable tax laws or the rules of any securities exchange or Depositary therefor or as may, consistent herewith, be determined by the signatory authorized by the Company to execute such 2048 Notes, as evidenced by the execution thereof. All 2048 Notes shall be in fully registered form.

Section 4.02. *Global Securities.*Upon their original issuance, the Floating Rate Notes, 2027 Notes, 2038 Notes and 2048 Notes shall each be issued in the form of one or more permanent global notes in definitive, fully registered form without interest coupons (the "**Global Securities**") and shall constitute "Global Securities" under the Base Indenture. Each such Global Security shall be duly executed by the Company, shall be authenticated and delivered by the Trustee and shall be initially registered in the name of Cede & Co. as nominee for the Depositary. DTC shall be the initial Depositary for the Floating Rate Notes, 2027 Notes, 2038 Notes and 2048 Notes upon their original issuance. Beneficial interests in the Global Securities will be shown on, and transfers will only be made through, the records maintained by the Depositary, its members or its direct or indirect participants, including Euroclear and Clearstream (collectively, the "**Agent Members**").

The Agent Members shall have no rights under the Base Indenture or the Supplemental Indenture with respect to any Global Security held on their behalf by the Depositary, or the Trustee as its custodian, or under the Global Securities. The Depositary or its nominee may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of the Global Securities for all purposes whatsoever. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Trustee or any agent of the Company or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary (or its nominee), or impair, as between the Depositary and its Agent Members, the operation of customary practices governing the exercise of the rights of a Holder of any Note.

(a) (i) Transfers of Global Securities shall be limited to transfer in whole, but not in part, to the Depositary, its successors or their respective nominees, except as provided in the Base Indenture. Interests of beneficial owners in the Global Securities

may be transferred or exchanged in the name of any Person other than the Depositary or its nominee only in accordance with the applicable rules and procedures of the Depositary and the applicable provisions of Section 311 of the Base Indenture. Global Securities also may be exchanged or replaced, in whole or in part, as provided in Sections 304 and 306 of the Base Indenture. A Global Security may not be exchanged for another Note other than as provided in this Section 4.02(b) or the Base Indenture.

(ii) At such time as all beneficial interests in a particular Global Security have been exchanged for Notes that are issued, under the circumstances permitted under the Base Indenture and this Supplemental Indenture, in the name of a Person other than the Depositary or its nominee (a "**Definitive Security**") or a particular Global Security has been redeemed, repurchased or cancelled in whole and not in part, each such Global Security shall be returned to or retained and cancelled by the Trustee in accordance with Section 309 of the Base Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Security is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security of the same series or for Definitive Securities, or is being surrendered by the Company for cancellation after redemption, repurchase or other acquisition by the Company, the principal amount of Notes represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Security Registrar or by the Depositary at the direction of the Trustee to reflect such reduction; and if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security of the same series, such other Global Security shall be increased accordingly and an endorsement shall be made on such other Global Security by the Security Registrar or by the Depositary at the direction of the Trustee to reflect such increase.

(b) Each Note certificate evidencing the Global Securities shall bear a legend in substantially the following form (each defined term in the legend being defined as such for purposes of the legend only):

"UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

ARTICLE 5
ORIGINAL ISSUE OF NOTES

Section 5.01. *Original Issue of Notes*.

(a) The Floating Rate Notes may, upon execution of this Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall, upon Company Order, authenticate and deliver such Floating Rate Notes as in such Company Order provided.

(b) The 2027 Notes may, upon execution of this Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall, upon Company Order, authenticate and deliver such 2027 Notes as in such Company Order provided.

(c) The 2038 Notes may, upon execution of this Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall, upon Company Order, authenticate and deliver such 2038 Notes as in such Company Order provided.

(d) The 2048 Notes may, upon execution of this Supplemental Indenture, be executed by the Company and delivered to the Trustee for authentication, and the Trustee shall, upon Company Order, authenticate and deliver such 2048 Notes as in such Company Order provided.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Ratification of Base Indenture*. The Base Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided; *provided, however*, that the provisions of this Supplemental Indenture shall apply solely with respect to the Notes and not to any other series of Securities issued under the Base Indenture.

Section 6.02. *Trustee Not Responsible for Recitals*. The recitals herein contained are made solely by the Company and not by the Trustee, and the Trustee assumes no responsibility for the correctness thereof. The Trustee makes no representation as to the validity, sufficiency or adequacy of this Supplemental Indenture.

Section 6.03. *Governing Law*. This Supplemental Indenture and the Notes shall be governed by and construed in accordance with the law of the State of New York in the United States. EACH OF THE COMPANY, THE TRUSTEE AND EACH HOLDER OF THE NOTES BY ITS ACCEPTANCE THEREOF, HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

Section 6.04. *Separability Clause*. In case any provision in the Base Indenture, this Supplemental Indenture or in the Notes is invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 6.05. *Effect of Headings and Table of Contents*. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

Section 6.06. *Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile or electronic format (i.e., “pdf” or “tif”) transmission shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or electronic format (i.e., “pdf” or “tif”) shall be deemed to be their original signatures for all purposes.

Section 6.07. *Calculation Agent.* All calculations made by the Calculation Agent shall, in the absence of manifest error, be conclusive for all purposes and binding on the Company, the trustee under the Indenture and the Holders of the Floating Rate Notes. So long as Three-Month LIBOR is required to be determined with respect to the Floating Rate Notes, there shall at all times be a Calculation Agent. In the event that any then-acting Calculation Agent shall be unable or unwilling to act, or that such Calculation Agent shall fail duly to establish the Three-Month LIBOR for any Interest Period, or that the Company proposes to remove such Calculation Agent, the Company may appoint the Company or any Person which is a bank, trust company, investment banking firm or other financial institution to act as the Calculation Agent. The provisions of this Section 6.07 shall apply solely with respect to the Floating Rate Notes and are not applicable to the 2027 Notes, the 2038 Notes or the 2048 Notes.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Fourth Supplemental Indenture to be duly executed as of the date first above written.

GENERAL MOTORS COMPANY

By: /s/ Charles K. Stevens, III
Name: Charles K. Stevens, III
Title: Executive Vice President &
Chief Financial Officer

[*Company Signature Page to Fourth Supplemental Indenture*]

THE BANK OF NEW YORK MELLON,
as Trustee

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President

[*Trustee Signature Page to Fourth Supplemental Indenture*]

EXHIBIT A-1

[FORM OF FLOATING RATE SENIOR NOTE DUE 2020]

[Global Security Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

GENERAL MOTORS COMPANY

Floating Rate Senior Notes due 2020

CUSIP No.: 37045VAM2
ISIN No.: US37045VAM28

No. [ ] $[ ]

GENERAL MOTORS COMPANY, a corporation duly organized and existing under the laws of Delaware (the "**Company**," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of $[ ] ([ ] DOLLARS)[, as revised by the Schedule of Increases and Decreases attached hereto,][1] on August 7, 2020, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, quarterly in arrears, at a floating rate per annum, reset quarterly on each Interest Reset Date, equal to Three-Month LIBOR, as determined as of the applicable Interest Determination Date for the Initial Interest Period and for each subsequent Interest Period, plus 0.800%, as calculated by the Calculation Agent, until the principal hereof is paid or made available for payment. The Interest Payment Dates on which such interest shall be payable are February 7, May 7, August 7 and November 7, commencing on November 7, 2017, but if any Interest Payment Date (other than the maturity date of the Floating Rate Notes) is not a Business Day, such Interest Payment Date will be postponed to the immediately succeeding day that is a Business Day, except that if that Business Day is in the immediately succeeding calendar month, the Interest Payment Date shall be the immediately preceding Business Day. If the maturity date of this Note falls on a day that is not a Business Day, the payment of principal and interest will be made on the next succeeding Business Day, and no interest on such payment will accrue for the period from and after the maturity date of this Note. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the date that is fifteen (15) calendar days prior to the relevant Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of the Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

1 To be included in Global Securities.

Reference is hereby made to the further provisions of the Notes set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

Dated: August 7, 2017

GENERAL MOTORS COMPANY

By: _____
Name:
Title:

This Note is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON, as
Trustee

By: _____
Authorized Signatory

Dated: August **7**, 2017

[REVERSE OF NOTE]

1. This Note is one of a duly authorized issue of Securities of the Company (the "**Notes**"), issued and to be issued in one or more series under the Indenture, dated as of September 27, 2013 (as supplemented prior to the date hereof, the "**Base Indenture**"), and the Fourth Supplemental Indenture relating to the Notes dated as of August **7**, 2017 (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and The Bank of New York Mellon, as Trustee (the "**Trustee**," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, such series initially limited in aggregate principal amount to $500,000,000; *provided* that the Company may at any time and from time to time, without the consent of any Holder, issue additional Notes of this series.

All terms which are used but not defined in this Note and which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

2. The Notes are not subject to optional redemption prior to maturity.

3. The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to any Person, unless the provisions of Article Eight of the Base Indenture are complied with.

4. The Base Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture and the Notes at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Notes at the time Outstanding. The Base Indenture and the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the Base Indenture and Section 2.10 of the Supplemental Indenture) permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all Notes, to waive compliance by the Company with certain provisions of the Indenture and the Notes and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holders of Notes shall be conclusive and binding upon such Holders and upon all future Holders of the Notes and of any Notes issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

5. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared, or shall immediately become, due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, the Holders of the Notes shall not have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder or hereunder, unless certain conditions set forth in the Indenture are met. The foregoing shall not apply to any suit instituted by the Holder of the Notes for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

6. The Base Indenture and the Supplemental Indenture contain provisions for defeasance at any time of the entire indebtedness of the Notes or certain restrictive covenants and Events of Default with respect to such Notes, in each case upon compliance with certain conditions set forth in the Indenture.

7. As provided in the Indenture and subject to certain limitations set forth in the Indenture (including the limitations in Section 311 of the Base Indenture), the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

[This Note is a Global Security and is subject to the provisions of the Base Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Base Indenture on transfers and exchanges of Global Securities.][1]

1 To be included in Global Securities.

8. **This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York in the United States.**

SCHEDULE OF INCREASES OR DECREASES[1]

The following increases and decreases in this Global Security have been made:

Date	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Security Registrar

1 To be included in Global Securities.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: _____	_____
Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee	Signature of Signature Guarantee

[FORM OF 4.200% SENIOR NOTE DUE 2027]

[Global Security Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

GENERAL MOTORS COMPANY

4.200% Senior Notes due 2027

CUSIP No.: 37045VAN0
ISIN No.: US37045VAN01

No. [ ] $[ ]

GENERAL MOTORS COMPANY, a corporation duly organized and existing under the laws of Delaware (the "**Company**," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of $[ ] ([ ] DOLLARS)[, as revised by the Schedule of Increases and Decreases attached hereto,][1] on October 1, 2027, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 1 and October 1 of each year, commencing on April 1, 2018, at the rate of 4.200% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of the Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Reference is hereby made to the further provisions of the Notes set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

1 To be included in Global Securities.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

Dated: August 7, 2017

GENERAL MOTORS COMPANY

By: _____
Name:
Title:

This Note is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON, as
Trustee

By: _____
Authorized Signatory

Dated: August 7, 2017

[REVERSE OF NOTE]

1. This Note is one of a duly authorized issue of Securities of the Company (the "**Notes**"), issued and to be issued in one or more series under the Indenture, dated as of September 27, 2013 (as supplemented prior to the date hereof, the "**Base Indenture**"), and the Fourth Supplemental Indenture relating to the Notes dated as of August 7, 2017 (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and The Bank of New York Mellon, as Trustee (the "**Trustee**," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, such series initially limited in aggregate principal amount to $750,000,000; *provided* that the Company may at any time and from time to time, without the consent of any Holder, issue additional Notes of this series.

All terms which are used but not defined in this Note and which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

2. At any time prior to July 1, 2027, the Company may at any time and from time to time, in whole or in part, on at least 30 days' but not more than 60 days' prior notice mailed to the registered email or physical address of each Holder of Notes to be redeemed, redeem the Notes at a redemption price equal to the greater of the following amounts: (i) 100% of the principal amount of the Notes to be redeemed; and (ii) as determined by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of payments of interest accrued as of the applicable redemption date), discounted to the applicable redemption date on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 30 basis points.

On or after July 1, 2027, the Company may, at any time and from time to time, in whole or in part, on at least 30 days' but not more than 60 days' prior notice mailed to the registered email or physical address of each Holder of Notes to be redeemed, redeem the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed.

The redemption price for any Notes redeemed pursuant to this Section 2 shall include accrued and unpaid interest, if any, on the principal amount of such Notes up to, but not including, the redemption date. The applicable redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months. Unless the Company defaults in the payment of the applicable redemption price, on and after the applicable redemption date, interest will cease to accrue on the Notes or portions of the Notes called for redemption.

The provisions of Article Eleven of the Base Indenture shall apply to any redemption of the Notes.

For purposes of this Section 2, the following terms shall have the following specified meanings:

"***Comparable Treasury Issue***" means the United States Treasury security selected by a Reference Treasury Dealer as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be used, at the time of selection and in accordance with customary market practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes.

"***Comparable Treasury Price***" means, with respect to any redemption date, as determined by the Company, (A) the average of the five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations or (B) if we obtain fewer than five Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"***Reference Treasury Dealer***" means (i) each of Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC and their respective successors, unless any of them ceases to be a primary United States Government securities dealer in New York City (a "***Primary Treasury Dealer***"), in which case the Company will substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer and (ii) two other nationally recognized investment banking firms that are Primary Treasury Dealers as selected by the Company.

"***Reference Treasury Dealer Quotations***" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer as of 5:00 p.m., New York City time, on the third Business Day preceding that redemption date.

"***Treasury Rate***" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated as of the third Business Day preceding the redemption date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

3. The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to any Person, unless the provisions of Article Eight of the Base Indenture are complied with.

4. The Base Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture and the Notes at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Notes at the time Outstanding. The Base Indenture and

the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the Base Indenture and Section 2.10 of the Supplemental Indenture) permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all Notes, to waive compliance by the Company with certain provisions of the Indenture and the Notes and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holders of Notes shall be conclusive and binding upon such Holders and upon all future Holders of the Notes and of any Notes issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

5. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared, or shall immediately become, due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, the Holders of the Notes shall not have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder or hereunder, unless certain conditions set forth in the Indenture are met. The foregoing shall not apply to any suit instituted by the Holder of the Notes for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

6. The Base Indenture and the Supplemental Indenture contain provisions for defeasance at any time of the entire indebtedness of the Notes or certain restrictive covenants and Events of Default with respect to such Notes, in each case upon compliance with certain conditions set forth in the Indenture.

7. As provided in the Indenture and subject to certain limitations set forth in the Indenture (including the limitations in Section 311 of the Base Indenture), the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

[This Note is a Global Security and is subject to the provisions of the Base Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Base Indenture on transfers and exchanges of Global Securities.][1]

8. **This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York in the United States.**

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1 To be included in Global Securities.

SCHEDULE OF INCREASES OR DECREASES[1]

The following increases and decreases in this Global Security have been made:

Date	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Security Registrar

1 To be included in Global Securities.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: _____	_____
Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee	Signature of Signature Guarantee

EXHIBIT A-3

[FORM OF 5.150% SENIOR NOTE DUE 2038]

[Global Security Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

GENERAL MOTORS COMPANY

5.150% Senior Notes due 2038

CUSIP No.: 37045VAP5
ISIN No.: US37045VAP58

No. [ ] $[ ]

GENERAL MOTORS COMPANY, a corporation duly organized and existing under the laws of Delaware (the "**Company**," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of $[ ] ([ ] DOLLARS)[, as revised by the Schedule of Increases and Decreases attached hereto,][1] on April 1, 2038, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 1 and October 1 of each year, commencing on April 1, 2018, at the rate of 5.150% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of the Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Reference is hereby made to the further provisions of the Notes set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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1 To be included in Global Securities.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

Dated: August 7, 2017

GENERAL MOTORS COMPANY

By: _____
Name:
Title:

This Note is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON, as
Trustee

By: _____
Authorized Signatory

Dated: August 7, 2017

[REVERSE OF NOTE]

1. This Note is one of a duly authorized issue of Securities of the Company (the "**Notes**"), issued and to be issued in one or more series under the Indenture, dated as of September 27, 2013 (as supplemented prior to the date hereof, the "**Base Indenture**"), and the Fourth Supplemental Indenture relating to the Notes dated as of August 7, 2017 (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and The Bank of New York Mellon, as Trustee (the "**Trustee**," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, such series initially limited in aggregate principal amount to $1,000,000,000; *provided* that the Company may at any time and from time to time, without the consent of any Holder, issue additional Notes of this series.

All terms which are used but not defined in this Note and which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

2. At any time prior to October 1, 2037, the Company may at any time and from time to time, in whole or in part, on at least 30 days' but not more than 60 days' prior notice mailed to the registered email or physical address of each Holder of Notes to be redeemed, redeem the Notes at a redemption price equal to the greater of the following amounts: (i) 100% of the principal amount of the Notes to be redeemed; and (ii) as determined by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of payments of interest accrued as of the applicable redemption date), discounted to the applicable redemption date on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 35 basis points.

On or after October 1, 2037, the Company may, at any time and from time to time, in whole or in part, on at least 30 days' but not more than 60 days' prior notice mailed to the registered email or physical address of each Holder of Notes to be redeemed, redeem the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed.

The redemption price for any Notes redeemed pursuant to this Section 2 shall include accrued and unpaid interest, if any, on the principal amount of such Notes up to, but not including, the redemption date. The applicable redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months. Unless the Company defaults in the payment of the applicable redemption price, on and after the applicable redemption date, interest will cease to accrue on the Notes or portions of the Notes called for redemption.

The provisions of Article Eleven of the Base Indenture shall apply to any redemption of the Notes.

For purposes of this Section 2, the following terms shall have the following specified meanings:

"***Comparable Treasury Issue***" means the United States Treasury security selected by a Reference Treasury Dealer as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be used, at the time of selection and in accordance with customary market practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes.

"***Comparable Treasury Price***" means, with respect to any redemption date, as determined by the Company, (A) the average of the five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations or (B) if we obtain fewer than five Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"***Reference Treasury Dealer***" means (i) each of Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC and their respective successors, unless any of them ceases to be a primary United States Government securities dealer in New York City (a "***Primary Treasury Dealer***"), in which case the Company will substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer and (ii) two other nationally recognized investment banking firms that are Primary Treasury Dealers as selected by the Company.

"***Reference Treasury Dealer Quotations***" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer as of 5:00 p.m., New York City time, on the third Business Day preceding that redemption date.

"***Treasury Rate***" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated as of the third Business Day preceding the redemption date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

3. The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to any Person, unless the provisions of Article Eight of the Base Indenture are complied with.

4. The Base Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture and the Notes at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Notes at the time Outstanding. The Base Indenture and

the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the Base Indenture and Section 2.10 of the Supplemental Indenture) permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all Notes, to waive compliance by the Company with certain provisions of the Indenture and the Notes and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holders of Notes shall be conclusive and binding upon such Holders and upon all future Holders of the Notes and of any Notes issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

5. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared, or shall immediately become, due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, the Holders of the Notes shall not have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder or hereunder, unless certain conditions set forth in the Indenture are met. The foregoing shall not apply to any suit instituted by the Holder of the Notes for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

6. The Base Indenture and the Supplemental Indenture contain provisions for defeasance at any time of the entire indebtedness of the Notes or certain restrictive covenants and Events of Default with respect to such Notes, in each case upon compliance with certain conditions set forth in the Indenture.

7. As provided in the Indenture and subject to certain limitations set forth in the Indenture (including the limitations in Section 311 of the Base Indenture), the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

[This Note is a Global Security and is subject to the provisions of the Base Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Base Indenture on transfers and exchanges of Global Securities.][1]

8. **This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York in the United States.**

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1 To be included in Global Securities.

SCHEDULE OF INCREASES OR DECREASES[1]

The following increases and decreases in this Global Security have been made:

Date	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Security Registrar

1 To be included in Global Securities.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: _____	_____
Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee	Signature of Signature Guarantee

EXHIBIT A-4

[FORM OF 5.400% SENIOR NOTE DUE 2048]

[Global Security Legend]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

GENERAL MOTORS COMPANY

5.400% Senior Notes due 2048

CUSIP No.: 37045VAQ3
ISIN No.: US37045VAQ32

No. [ ] $[ ]

GENERAL MOTORS COMPANY, a corporation duly organized and existing under the laws of Delaware (the "**Company**," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of $[ ] ([ ] DOLLARS)[, as revised by the Schedule of Increases and Decreases attached hereto,][1] on April 1, 2048, and to pay interest thereon from August 7, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 1 and October 1 of each year, commencing on April 1, 2018, at the rate of 5.400% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in the Indenture, be paid to the Person in whose name this Note is registered at the close of business on the Regular Record Date for such interest, which shall be the March 15 or September 15 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Note is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of the Notes not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Notes may be listed, and upon such notice as may be required by such exchange, all as more fully provided in the Indenture.

Reference is hereby made to the further provisions of the Notes set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual signature, this Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

1 To be included in Global Securities.

IN WITNESS WHEREOF, the Company has caused this Note to be duly executed.

Dated: August 7, 2017

GENERAL MOTORS COMPANY

By: _____
Name:
Title:

This Note is one of the Securities of the series designated therein referred to in the within-mentioned Indenture.

THE BANK OF NEW YORK MELLON, as
Trustee

By: _____
Authorized Signatory

Dated: August 7, 2017

[REVERSE OF NOTE]

1. This Note is one of a duly authorized issue of Securities of the Company (the "**Notes**"), issued and to be issued in one or more series under the Indenture, dated as of September 27, 2013 (as supplemented prior to the date hereof, the "**Base Indenture**"), and the Fourth Supplemental Indenture relating to the Notes dated as of August 7, 2017 (the "**Supplemental Indenture**" and, together with the Base Indenture, the "**Indenture**"), between the Company and The Bank of New York Mellon, as Trustee (the "**Trustee**," which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Notes and of the terms upon which the Notes are, and are to be, authenticated and delivered. This Note is one of the series designated on the face hereof, such series initially limited in aggregate principal amount to $750,000,000; *provided* that the Company may at any time and from time to time, without the consent of any Holder, issue additional Notes of this series.

All terms which are used but not defined in this Note and which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

2. At any time prior to October 1, 2047, the Company may at any time and from time to time, in whole or in part, on at least 30 days' but not more than 60 days' prior notice mailed to the registered email or physical address of each Holder of Notes to be redeemed, redeem the Notes at a redemption price equal to the greater of the following amounts: (i) 100% of the principal amount of the Notes to be redeemed; and (ii) as determined by the Company, the sum of the present values of the remaining scheduled payments of principal and interest on the Notes to be redeemed (not including any portion of payments of interest accrued as of the applicable redemption date), discounted to the applicable redemption date on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 40 basis points.

On or after October 1, 2047, the Company may, at any time and from time to time, in whole or in part, on at least 30 days' but not more than 60 days' prior notice mailed to the registered email or physical address of each Holder of Notes to be redeemed, redeem the Notes at a redemption price equal to 100% of the principal amount of the Notes to be redeemed.

The redemption price for any Notes redeemed pursuant to this Section 2 shall include accrued and unpaid interest, if any, on the principal amount of such Notes up to, but not including, the redemption date. The applicable redemption price will be calculated assuming a 360-day year consisting of twelve 30-day months. Unless the Company defaults in the payment of the applicable redemption price, on and after the applicable redemption date, interest will cease to accrue on the Notes or portions of the Notes called for redemption.

The provisions of Article Eleven of the Base Indenture shall apply to any redemption of the Notes.

For purposes of this Section 2, the following terms shall have the following specified meanings:

"***Comparable Treasury Issue***" means the United States Treasury security selected by a Reference Treasury Dealer as having an actual or interpolated maturity comparable to the remaining term of the Notes to be redeemed that would be used, at the time of selection and in accordance with customary market practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such Notes.

"***Comparable Treasury Price***" means, with respect to any redemption date, as determined by the Company, (A) the average of the five Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations or (B) if we obtain fewer than five Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"***Reference Treasury Dealer***" means (i) each of Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC and their respective successors, unless any of them ceases to be a primary United States Government securities dealer in New York City (a "***Primary Treasury Dealer***"), in which case the Company will substitute therefor another nationally recognized investment banking firm that is a Primary Treasury Dealer and (ii) two other nationally recognized investment banking firms that are Primary Treasury Dealers as selected by the Company.

"***Reference Treasury Dealer Quotations***" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Company, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Company by such Reference Treasury Dealer as of 5:00 p.m., New York City time, on the third Business Day preceding that redemption date.

"***Treasury Rate***" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated as of the third Business Day preceding the redemption date, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

3. The Company shall not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its properties and assets to any Person, unless the provisions of Article Eight of the Base Indenture are complied with.

4. The Base Indenture permits, with certain exceptions as therein provided, the amendment of the Indenture and the modification of the rights and obligations of the Company and the rights of the Holders of the Notes under the Indenture and the Notes at any time by the Company and the Trustee with the consent of the Holders of a majority in aggregate principal amount of the Notes at the time Outstanding. The Base Indenture and

the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the Base Indenture and Section 2.10 of the Supplemental Indenture) permitting the Holders of specified percentages in aggregate principal amount of the Notes at the time Outstanding, on behalf of the Holders of all Notes, to waive compliance by the Company with certain provisions of the Indenture and the Notes and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holders of Notes shall be conclusive and binding upon such Holders and upon all future Holders of the Notes and of any Notes issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Note.

5. If an Event of Default with respect to the Notes shall occur and be continuing, the principal of the Notes may be declared, or shall immediately become, due and payable in the manner and with the effect provided in the Indenture.

As provided in and subject to the provisions of the Indenture, the Holders of the Notes shall not have any right to institute any proceeding, judicial or otherwise, with respect to the Indenture, or for the appointment of a receiver or trustee, or for any other remedy thereunder or hereunder, unless certain conditions set forth in the Indenture are met. The foregoing shall not apply to any suit instituted by the Holder of the Notes for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed herein.

No reference herein to the Indenture and no provision of this Note or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this Note at the times, place and rate, and in the coin or currency, herein prescribed.

6. The Base Indenture and the Supplemental Indenture contain provisions for defeasance at any time of the entire indebtedness of the Notes or certain restrictive covenants and Events of Default with respect to such Notes, in each case upon compliance with certain conditions set forth in the Indenture.

7. As provided in the Indenture and subject to certain limitations set forth in the Indenture (including the limitations in Section 311 of the Base Indenture), the transfer of this Note is registrable in the Security Register, upon surrender of this Note for registration of transfer at the office or agency of the Company in any place where the principal of and any interest on this Note are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Notes and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Notes are issuable only in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Prior to due presentment of this Note for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Note is registered as the owner hereof for all purposes, whether or not this Note be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

[This Note is a Global Security and is subject to the provisions of the Base Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Base Indenture on transfers and exchanges of Global Securities.][1]

8. **This Note and the Indenture shall be governed by and construed in accordance with the law of the State of New York in the United States.**

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1 To be included in Global Securities.

SCHEDULE OF INCREASES OR DECREASES[1]

The following increases and decreases in this Global Security have been made:

Date	Amount of decrease in Principal Amount of this Global Security	Amount of increase in Principal Amount of this Global Security	Principal Amount of this Global Security following such decrease or increase	Signature of authorized signatory of Trustee or Security Registrar

1 To be included in Global Securities.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

Date: _____ Your Signature: _____

Sign exactly as your name appears on the other side of this Note.

Signature Guarantee:

Date: _____	_____
Signature must be guaranteed by a participant in a recognized signature guaranty medallion program or other signature guarantor program reasonably acceptable to the Trustee	Signature of Signature Guarantee

Exhibit 4.2

CALCULATION AGENCY AGREEMENT
BETWEEN
GENERAL MOTORS COMPANY
AND
THE BANK OF NEW YORK MELLON

FLOATING RATE SENIOR NOTES DUE 2020

THIS AGREEMENT is made as of August 7, 2017, between GENERAL MOTORS COMPANY, a Delaware corporation, whose principal executive office is at 300 Renaissance Center, Detroit, Michigan 48265-3000 (the "Corporation"), and THE BANK OF NEW YORK MELLON, a New York banking corporation, whose designated corporate trust office is at 101 Barclay Street, 7W, New York, New York 10286 (together with any successor, referred to herein in its capacity hereunder as the "Calculation Agent").

W I T N E S S E T H :

WHEREAS, the Corporation proposes to issue and sell $500,000,000 aggregate principal amount of its securities designated as Floating Rate Senior Notes due 2020 (the "Notes"). The Notes are to be issued on the date hereof pursuant to the Indenture (the "Base Indenture") dated as of September 27, 2013 between the Corporation and The Bank of New York Mellon, as trustee (the "Trustee"), as amended and supplemented by the Fourth Supplemental Indenture (the "Supplemental Indenture") to be dated on or about August 7, 2017 between the Corporation and the Trustee. The Base Indenture and the Supplemental Indenture, each as amended and supplemented, are together referred to herein as the "Indenture." Terms used but not defined herein shall have the meanings assigned to them in the Indenture.

WHEREAS, the Notes will bear interest at a rate, reset quarterly, equal to three-month LIBOR plus 0.800%.

WHEREAS, on the terms and subject to the conditions contained herein, the Corporation desires to appoint the Calculation Agent as its agent, and the Calculation Agent desires to accept such appointment as the Corporation's agent, to calculate the interest rates on the Notes.

NOW THEREFORE, in consideration of the mutual promises contained herein, the Corporation and The Bank of New York Mellon hereby agree as follows:

1. Agency. Upon the terms and subject to the conditions contained herein, the Corporation hereby appoints the Calculation Agent as its agent, and Calculation Agent hereby accepts such appointment as the Corporation's agent, for the purpose of calculating the interest rates on the Notes in the manner and at the times provided in the Notes and the Indenture.

2. Duties of Calculation Agent. The Calculation Agent shall exercise due care to determine the interest rates on the Notes, in accordance with the procedures provided in the Notes and the Indenture, and shall communicate the same to the Corporation, the Trustee, The Depository Trust Company and any paying agent identified to it in writing as soon as practicable after each determination. The Calculation Agent will, upon the request of any holder or owner of the Notes, provide the interest rate then in effect with respect to such Note and, if determined, the interest rate with respect to such Note which will become effective on the next Interest Reset Date. No amendment to the provisions of the Notes relating to the duties or obligations of the Calculation Agent hereunder may become effective without the prior written consent of the Calculation Agent, which consent shall not be unreasonably withheld.

3. Certain Terms and Conditions. The Calculation Agent accepts its obligations set forth herein, upon the terms and subject to the conditions hereof, including the following, to all of which the Corporation agrees:

(a) The Calculation Agent shall be entitled to such compensation as may be agreed in writing with the Corporation for all services rendered by the Calculation Agent, and the Corporation promises to pay such compensation and to reimburse the Calculation Agent for the reasonable out-of-pocket expenses (including reasonable out-of-pocket attorneys' and other professionals' fees and expenses) incurred by it in connection with the services rendered by it hereunder upon receipt of such invoices as the Corporation shall reasonably require. The Corporation also agrees to indemnify the Calculation Agent for, and to hold it harmless against, any and all loss, liability, damage, claim or expense (including the costs and expenses of defending against any claim of liability) incurred by the Calculation Agent that arises out of or in connection with its accepting appointment as, or acting as, Calculation Agent hereunder, except such as may result from the gross negligence, willful misconduct or bad faith of the Calculation Agent or any of its agents or employees. The Calculation Agent shall incur no liability and shall be indemnified and held harmless by the Corporation for, or in respect of, any actions taken, omitted to be taken or suffered to be taken in good faith by the Calculation Agent in reliance upon (i) the written opinion or advice of legal or other professional advisors satisfactory to it or (ii) written instructions from the Corporation. The Calculation Agent shall not be liable for any error resulting from the use of or reliance on a source of information used in good faith and with due care to calculate any interest rate hereunder. The indemnification provisions of this section shall survive the termination of this Agreement.

(b) In acting under this Agreement in connection with the Notes, the Calculation Agent is acting solely as agent of the Corporation and does not assume any obligations to or relationship of agency or trust for or with any of the owners or holders of the Notes.

(c) The Calculation Agent shall be protected and shall incur no liability for or in respect of any action taken or omitted to be taken or anything suffered by it in reliance upon the terms of the Notes or any notice, direction, certificate, affidavit, statement or other paper, document or communication on which it is entitled to rely pursuant to the terms hereof and which is reasonably believed by it to be genuine and to have been approved or signed by the proper party or parties.

(d) The Calculation Agent, its officers, directors, employees and shareholders may become the owners of, or acquire any interest in, any Notes, with the same rights that it or they would have if it were not the Calculation Agent, and may engage or be interested in any financial or other transaction with the Corporation as freely as if it were not the Calculation Agent.

(e) Neither the Calculation Agent nor its officers, directors, employees, agents or attorneys shall be liable to the Corporation for any act or omission hereunder, or for any error of judgment made in good faith by it or them in connection with the performance of its obligations hereunder, except in the case of its or their gross negligence, willful misconduct or bad faith.

(f) The Calculation Agent may consult with counsel of its selection and the advice of such counsel or any opinion of counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon.

(g) The Calculation Agent shall be obligated to perform such duties and only such duties as are herein specifically set forth, and no implied duties or obligations shall be read into this Agreement against the Calculation Agent.

(h) Unless herein otherwise specifically provided, any order, certificate, notice, request, direction or other communication from the Corporation made or given by it under any provision of this Agreement shall be sufficient if signed by any officer of the Corporation.

(i) In no event shall the Calculation Agent be responsible or liable for special, indirect, or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Calculation Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

(j) In no event shall the Calculation Agent be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused by, directly or indirectly, forces beyond its reasonable control, including without limitation strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software or hardware) services; it being understood that the Calculation Agent shall use commercially reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

(k) In no event shall the Calculation Agent be required to expend or risk its own funds in the performance of any of its duties hereunder or the exercise of any of its rights or powers hereunder, or otherwise incur any financial liability in the performance of its duties or the exercise of any of its rights or powers hereunder.

(l) The Calculation Agent may perform any duties hereunder either directly or by or through agents or attorneys, and the Calculation Agent shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

4. Resignation and Removal; Successors.

(a) The Calculation Agent may at any time resign as Calculation Agent by giving written notice to the Corporation of such intention on its part, specifying the date on which its desired resignation shall become effective; provided, however, that such date shall never be earlier than 60 days after the receipt of such notice by the Corporation, unless the Corporation agrees in writing to accept less notice. The Calculation Agent may be removed at any time upon 60 days notice by the filing with it of any instrument in writing signed on behalf of the Corporation and specifying such removal and the date when it is intended to become effective; provided, however, that the Calculation Agent may agree in writing to accept less notice. Such resignation or removal shall take effect upon the date of the appointment by the Corporation, as hereinafter provided, of a successor Calculation Agent (which may be the Corporation). If within 60 days after notice of resignation or removal has been given, a successor Calculation Agent has not been appointed, the Calculation Agent may, at the expense of the Corporation, petition a court of competent jurisdiction to appoint a successor Calculation Agent. A successor Calculation Agent shall be appointed by the Corporation by an instrument in writing signed on behalf of the Corporation and the successor Calculation Agent. Upon the appointment of a successor Calculation Agent and acceptance by it of such appointment, the Calculation Agent so succeeded shall cease to be such Calculation Agent hereunder. Upon its resignation or removal, the Calculation Agent shall be entitled to the payment by the Corporation of its compensation, if any is owed to it, for services rendered hereunder and to the reimbursement of all reasonable out-of-pocket expenses incurred in connection with the services rendered by it hereunder and to the payment of all other amounts owed to it hereunder.

(b) Any successor Calculation Agent appointed hereunder shall execute and deliver to its predecessor and to the Corporation an instrument accepting such appointment hereunder, and thereupon such successor Calculation Agent, without any further act, deed or conveyance, shall become vested with all the authority, rights, powers, trusts, immunities, duties and obligations of such predecessor with like effect as if originally named as such Calculation Agent hereunder, and such predecessor, upon payment of its charges and disbursements then unpaid, shall thereupon become obliged to transfer and deliver, and such successor Calculation Agent shall be entitled to receive, copies of any relevant records maintained by such predecessor Calculation Agent.

(c) Any corporation into which the Calculation Agent may be merged, or any corporation with which the Calculation Agent may be consolidated, or any corporation resulting from any merger or consolidation or to which the Calculation Agent shall sell or otherwise transfer all or substantially all of its corporate trust assets or business shall, to the extent permitted by applicable law, be the successor Calculation Agent under this Agreement without the execution or filing of any paper or any further act on the part of any of the parties hereto. Notice of any such merger, consolidation or sale shall forthwith be given to the Corporation and the Trustee.

5. Notice. Any notice required to be given hereunder shall be (i) delivered in person, (ii) sent by letter or, solely with respect to notices given to the Calculation Agent or The Depository Trust Company, facsimile or (iii) communicated by telephone (subject, in the case of communication by telephone, to confirmation dispatched within twenty-four hours by letter or by facsimile), (A) in the case of the Corporation, to General Motors Company, Attn: Secretary, 300 Renaissance Center, Detroit, Michigan 48265-3000 telephone: (313) 665-4927, with a copy, which shall not constitute notice, to General Motors Company, Attn: Treasurer, 300 Renaissance Center, Detroit, Michigan 48265-3000 telephone: (313) 667-1192, (B) The Bank of New York Mellon, to Corporate Trust Administration, 101 Barclay Street, 7W, New York, New York 10286, telephone: (212) 815-2274, facsimile: (212) 815-5595 and, (C) in the case of The Depository Trust Company, to Manager Announcements, Dividend Department, The Depository Trust Company, 55 Water Street - 25th Floor, New York, New York 10041, facsimile: (212) 855-4555 or (212) 709-1263, or to any other address of which any party shall have notified the others in writing as herein provided. Any notice hereunder given by telephone, facsimile (as applicable hereunder) or letter shall be deemed to be received when in the ordinary course of transmission or post, as the case may be, it would be received.

The Calculation Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Calculation Agent shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Corporation elects to give the Calculation Agent e-mail or facsimile instructions (or instructions by a similar electronic method) and the Calculation Agent in its discretion elects to act upon such instructions, the Calculation Agent's reasonable understanding of such instructions shall be deemed controlling. The Calculation Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Calculation Agent's reasonable reliance upon and compliance with such instructions prior to receipt of a subsequent written instruction, notwithstanding such instructions conflict or are inconsistent with such subsequent written instruction. The Corporation agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Calculation Agent including without limitation the risk of the Calculation Agent acting on unauthorized instructions, and the risk of interception and misuse by third parties.

6. Governing Law. This Agreement and the Calculation Agent's appointment as Calculation Agent hereunder shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such state, and without regard to conflicts of laws principles, and shall inure to the benefit of, and the obligations created hereby shall be binding upon, the successors and assigns of each of the parties hereto.

7. Counterparts. This Agreement may be executed by each of the parties hereto in any number of counterparts (including by means of electronic (e.g., "pdf" or "tif") transmission), each of which counterparts, when so executed and delivered, shall be deemed to be an original and all such counterparts shall together constitute one and the same agreement.

8. Conflicting Provisions. In the event of any conflict relating to the rights or obligations of the Calculation Agent in connection with the calculation of the interest rates on the Notes, the relevant terms of this Agreement shall govern such rights and obligations.

9. WAIVER OF JURY TRIAL; VENUE. EACH OF THE CORPORATION AND THE CALCULATION AGENT HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTION CONTEMPLATED HEREBY. Any legal action or proceeding with respect to this Agreement shall be brought exclusively in the courts of the State of New York located in the City of New York, Borough of Manhattan, or of the United States of America for the Southern District of New York and, by execution and delivery of this Agreement, each party hereto hereby accepts for itself and in respect of its property, generally and unconditionally, the

jurisdiction of the aforesaid courts. The parties hereto hereby irrevocably waive any objection, including any objection to the laying of venue or based on the grounds of forum non conveniens, that any of them may now or hereafter have to the bringing of any such action or proceeding in such jurisdiction.

10. Initial Interest Rate Determination. The Calculation Agent, at the request of the Corporation, has determined, prior to the date of execution and delivery of this Agreement, the initial interest rate for the Notes. In connection with such determination, the Calculation Agent shall be entitled to the same rights, protections, exculpations and immunities otherwise available to it under this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first above written.

GENERAL MOTORS COMPANY

By: /s/ Charles K. Stevens, III
Name: Charles K. Stevens, III
Title: Executive Vice President & Chief Financial Officer

THE BANK OF NEW YORK MELLON
as Calculation Agent

By: /s/ Laurence J. O'Brien
Name: Laurence J. O'Brien
Title: Vice President

353 N. CLARK STREET CHICAGO, IL 60654-3456

JENNER&BLOCK LLP

August 7, 2017

General Motors Company
300 Renaissance Center
Detroit, Michigan 48265-3000

Re: $500,000,000 Floating Rate Senior Notes due 2020
$750,000,000 4.200% Senior Notes due 2027
$1,000,000,000 5.150% Senior Notes due 2038
$750,000,000 5.400% Senior Notes due 2048

Ladies and Gentlemen:

We have acted as special counsel to General Motors Company, a Delaware corporation (the "Company"), in connection with the Company's offering of $500,000,000 in aggregate principal amount of Floating Rate Senior Notes due 2020 (the "**Floating Rate Notes**"), $750,000,000 in aggregate principal amount of 4.200% Senior Notes due 2027 (the "**2027 Notes**"), $1,000,000,000 in aggregate principal amount of 5.150% Senior Notes due 2038 (the "**2038 Notes**") and $750,000,000 in aggregate principal amount of 5.400% Senior Notes due 2048 (the "**2048 Notes**" and, together with the Floating Rate Notes, the 2027 Notes and the 2038 Notes, the "**Notes**") pursuant to the Company's Registration Statement on Form S-3 (File No. 333-215924) filed by the Company with the Securities and Exchange Commission (the "**Commission**") on February 7, 2017 under the Securities Act of 1933, as amended (the "**Securities Act**") (such Registration Statement, as amended or supplemented, the "**Registration Statement**") in an underwritten public offering pursuant to an underwriting agreement dated August 2, 2017 (the "**Underwriting Agreement**") among the Company and Deutsche Bank Securities Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and Morgan Stanley & Co. LLC as representatives of the several underwriters named in Schedule I thereto. The Notes are to be issued as separate series of debt securities pursuant to the Indenture dated as of September 27, 2013 (the "**Base Indenture**") between the Company and The Bank of New York Mellon, as trustee (the "**Trustee**"), as amended and supplemented by the Fourth Supplemental Indenture dated as of August 7, 2017 between the Company and the Trustee (the "**Supplemental Indenture**" and, together with the Base Indenture, each as amended and supplemented, the "**Indenture**").

In connection with this opinion, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (a) the certificate of incorporation and bylaws of the Company, each as amended to date; (b) certain minutes and records of corporate proceedings of the Company; and (c) the Registration Statement and exhibits thereto.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the legal capacity of all natural persons, the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto other than the Company, and the due authorization, execution and delivery of all documents by the parties thereto other than the Company. We have relied, to the extent we deemed appropriate and without independent verification, upon (i) statements and representations of officers and other

representatives of the Company and others as to certain factual matters, (ii) certificates or comparable documents of public officials and (iii) factual information we have obtained from such other sources as we have deemed reasonable.

Based upon the foregoing examination and in reliance thereon, and subject to the qualifications, assumptions and limitations set forth in this letter, we are of the opinion that, when the Notes have been executed, issued and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters in accordance with the terms of the Underwriting Agreement, the Notes will constitute legal, valid and binding obligations of the Company.

In connection with the opinion expressed above, we have assumed that the Indenture and the Notes are each valid, binding and enforceable agreements of each party thereto (other than as expressly covered above in respect of the Company). We have also assumed that the execution of, delivery of and performance of obligations under the Indenture and the Notes by each party thereto (i) are within its corporate powers, (ii) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (iii) require no action by or in respect of, or filing with, any governmental body, agency or official and (iv) do not contravene, or constitute a default under, any provision of applicable law or public policy or result in a violation of any provision of any instrument or agreement then binding upon the Company, or any restriction imposed by any court or governmental body having jurisdiction over the Company.

Our opinion expressed above is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law or judicially developed doctrine in this area (such as substantive consolidation or equitable subordination) affecting the enforcement of creditors' rights generally, (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), (iii) public policy considerations which may limit the rights of parties to obtain certain remedies and (iv) other commonly recognized statutory and judicial constraints on enforceability, including, without limitation, statutes of limitations.

Our advice on every legal issue in this letter is based exclusively on (i) the General Corporation Law of the State of Delaware (including the statutory provisions, all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting the foregoing) and (ii) New York law with respect to the Notes offered under the Indenture. Our advice represents our opinion as to how such issue would be resolved were it to be considered by the highest court in the jurisdiction that enacted such law. The manner in which any particular issue would be treated in any actual court case would depend in part on facts and circumstances particular to the case, and this letter is not intended to guarantee the outcome of any legal dispute which may arise in the future.

This opinion is given on the basis of the statutory laws and judicial decisions in effect, and the facts existing, as of the date hereof. We have not undertaken any obligation to advise you of changes in matters of fact or law which may occur after the date hereof.

We do not find it necessary for the purposes of this opinion, and accordingly we do not purport to cover herein, the application of the securities or "Blue Sky" laws of the various states to the issuance and sale of the Notes nor do we express any opinion regarding the Securities Act or any other federal securities laws or regulations. This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion is furnished to the Company in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise relied upon by the Company for any other purposes.

We hereby consent to the filing of this opinion as Exhibit 5.1 to a report on Form 8-K filed by the Company on or about the date hereof and further consent to the reference to our firm under the heading “Legal Matters” in the Registration Statement and the prospectus supplement relating to the Notes that forms a part thereof. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission.

Very truly yours,

/s/ Jenner & Block LLP

Jenner & Block LLP