As filed with the Securities and Exchange Commission on May 22, 2014

Registration No. 333-

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

FORM S-4
REGISTRATION STATEMENT
UNDER THE SECURITIES ACT OF 1933

General Motors Company
(Exact name of registrant as specified in its charter)

Delaware	**3711**	**27-0756180**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

300 Renaissance Center
Detroit, Michigan 48265-3000
(313) 556-5000
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Thomas S. Timko
Vice President, Controller and Chief Accounting Officer
General Motors Company
300 Renaissance Center
Detroit, Michigan 48265-3000
(313) 556-5000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies of all communications, including communications sent to agent for service, should be sent to:

Robert C. Shrosbree, Esq.	**Joseph P. Gromacki, Esq.**
General Motors Company	**William L. Tolbert, Jr., Esq.**
300 Renaissance Center	**Brian R. Boch, Esq.**
Detroit, Michigan 48265-3000	**Jenner & Block LLP**
(313) 556-5000	**353 N. Clark Street**
	Chicago, IL 60654-3456
	(312) 222-9350

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this Registration Statement becomes effective.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. o

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. o

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated file, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer x	Accelerated filer o	Non-accelerated filer o	Smaller reporting company o
		(Do not check if a smaller reporting company)	

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) o

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) o

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
3.500% Senior Notes due 2018	$ 1,500,000,000	100%	$ 1,500,000,000	$ 193,200
4.875% Senior Notes due 2023	$ 1,500,000,000	100%	$ 1,500,000,000	$ 193,200
6.250% Senior Notes due 2043	$ 1,500,000,000	100%	$ 1,500,000,000	$ 193,200
Total	$ 4,500,000,000		$ 4,500,000,000	$ 579,600

(1) Estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(f) under the Securities Act of 1933.

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until this registration statement shall become effective on such date as the Securities and Exchange Commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and it is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

SUBJECT TO COMPLETION, DATED MAY 22, 2014

PRELIMINARY PROSPECTUS

GENERAL MOTORS COMPANY

Offer to Exchange

$1,500,000,000 aggregate principal amount of new 3.500% Senior Notes due 2018 (the “New 2018 Notes”) for all outstanding 3.500% Senior Notes due 2018 originally issued September 27, 2013 (the “Old 2018 Notes”),

$1,500,000,000 aggregate principal amount of new 4.875% Senior Notes due 2023 (the “New 2023 Notes”) for all outstanding 4.875% Senior Notes due 2023 originally issued September 27, 2013 (the “Old 2023 Notes”), and

$1,500,000,000 aggregate principal amount of new 6.250% Senior Notes due 2043 (the “New 2043 Notes”) for all outstanding 6.250% Senior Notes due 2043 originally issued September 27, 2013 (the “Old 2043 Notes”).

We are offering to exchange, on the terms and subject to the conditions described in this prospectus and the accompanying letter of transmittal, our New 2018 Notes, New 2023 Notes and New 2043 Notes, which we refer to in this prospectus collectively as the “New Notes,” for any and all of our outstanding Old 2018 Notes, Old 2023 Notes and Old 2043 Notes, respectively, which we refer to in this prospectus collectively as the “Old Notes.” In this prospectus, we refer to the offer to exchange the New Notes for the Old Notes as the “Exchange Offer” and the New Notes and Old Notes collectively as the “Notes.”

The Exchange Offer will expire at 5:00 p.m., New York City time, on   , 2014, unless we extend the Exchange Offer in our sole and absolute discretion.

The New Notes:

- The terms of the New Notes offered in the Exchange Offer are substantially identical to the terms of the respective Old Notes, except that the New Notes are registered under the Securities Act of 1933, as amended (the “Securities Act”), and will not contain restrictions on transfer or provisions relating to additional interest, will bear a different CUSIP or ISIN number from the Old Notes, and will not entitle their holders to registration rights.

- **Investing in the New Notes involves risks. You should carefully review the risk factors beginning on page 9 of this prospectus before participating in the Exchange Offer.**

The Exchange Offer:

- No public market currently exists for the New Notes (or the Old Notes), and the New Notes will not be listed on any securities exchange or automated quotation system.

- You may withdraw tenders of Old Notes at any time prior to the expiration or termination of the Exchange Offer.

- Old Notes may be tendered only in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof.

Each broker-dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. By so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Securities Act. A broker-dealer who acquired Old Notes as a result of market-making or other trading activities may use this prospectus, as supplemented or amended from time to time, in connection with any resales of the New Notes. We have agreed that, for a period of up to 180 days after the date of completion of the Exchange Offer, we will make this prospectus available for use in connection with any such resale. See “Plan of Distribution.”

Neither the Securities and Exchange Commission (the “SEC” or the “Commission”) nor any state securities commission has approved or disapproved of these securities or passed upon the adequacy or accuracy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2014.

We have not authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus. We do not take responsibility for, and we do not provide any assurance as to the reliability of, any other information that others may give you. We have not authorized any other person to provide you with different information. We are not making an offer to exchange the New Notes for the Old Notes in any jurisdiction where such offer or exchange is not permitted.

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ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement we filed with the SEC. You should carefully read this prospectus, the registration statement, the exhibits thereto and our current and periodic reports filed from time to time with the SEC, as well as the additional information described under "Incorporation of Certain Documents by Reference" and "Where You Can Find More Information," before making a decision to participate in the Exchange Offer or to invest in the New Notes. You should consult your own legal, tax and business advisors regarding your participation in the Exchange Offer and investment in the New Notes. Information in this prospectus is not legal, tax or business advice.

In this prospectus, unless the context indicates otherwise, for the periods on or subsequent to July 10, 2009, references to "we," "our," "us," "ourselves," the "Company," "General Motors," or "GM" refer to General Motors Company and, where appropriate, its subsidiaries. However, in the "Summary of the Terms of the Exchange Offer," "Summary of the Terms of the New Notes," "Description of the New Notes," "The Exchange Offer,“ "Book-Entry; Delivery and Form of the New Notes" and "Plan of Distribution" sections of this prospectus, references to "we," "our," "us," "ourselves," the "Company," the "Issuer," "General Motors" or "GM" refer to General Motors Company (parent company only) and not to any of our subsidiaries.

General Motors Company is the successor entity solely for accounting and financial reporting purposes to General Motors Corporation, which is sometimes referred to in this prospectus, for the periods on or before July 9, 2009, as "Old GM." On July 10, 2009, Old GM changed its name to Motors Liquidation Company. On December 15, 2011, Motors Liquidation Company was dissolved and transferred its remaining assets and liabilities to the Motors Liquidation Company GUC Trust.

THIS PROSPECTUS CONSTITUTES NEITHER AN OFFER TO EXCHANGE OR PURCHASE SECURITIES NOR A SOLICITATION OF CONSENTS IN ANY JURISDICTION IN WHICH, OR TO OR FROM ANY PERSON TO OR FROM WHOM, IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION UNDER APPLICABLE SECURITIES OR BLUE SKY LAWS.

IF YOU ARE LOCATED OR RESIDENT IN ANY PROVINCE OR TERRITORY OF CANADA, PLEASE SEE "THE EXCHANGE OFFER — SPECIAL NOTICE REGARDING CANADIAN SECURITIES LAWS COMPLIANCE."

MARKET AND INDUSTRY DATA

Information relating to our relative position in the global automotive industry is based upon the good faith estimates of management, and includes all sales by joint ventures on a total vehicle basis, not based on the percentage of ownership in the joint venture. While we are not aware of any misstatements regarding our market and industry data presented or incorporated by reference herein, our management's estimates involve risks and uncertainties and are subject to change based on various factors, including those discussed under the heading "Risk Factors" in this prospectus or in the documents incorporated by reference herein. We cannot guarantee the accuracy or completeness of such information contained or incorporated by reference in this prospectus.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC allows us to "incorporate by reference" information into this prospectus, which means that we can disclose important information about us by referring you to another document filed separately with the SEC. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. This prospectus incorporates by reference the documents and reports listed below and any future filings that we make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") until the expiration date (provided, however, that this prospectus does not incorporate by reference any documents, reports or filings, or portions of any documents, reports or filings, that are deemed to be furnished and not filed under applicable SEC rules):

GM SEC Filings (File No. 001-34960)	Period
Annual Report on Form 10-K	Year ended December 31, 2013 (filed with the SEC on February 6, 2014)
Quarterly Report on Form 10-Q	Quarter ended March 31, 2014 (filed with the SEC on April 24, 2014)
Current Reports on Form 8-K	Dates filed: January 7, 2014, January 15, 2014 (2 filings), January 17, 2014, February 4, 2014, March 4, 2014, March 13, 2014, April 3, 2014, April 21, 2014, May 5, 2014, May 15, 2014 and May 20, 2014 (2 filings)

The documents incorporated by reference into this prospectus contain important business and financial information about us that is not included in or delivered with this prospectus. You may request a copy of the documents incorporated by reference into this prospectus, except exhibits to such documents unless those exhibits are specifically incorporated by reference in such documents, at no cost, by writing or telephoning the office of Thomas S. Timko, Vice President, Controller and Chief Accounting Officer, at the following address and telephone number:

General Motors Company
300 Renaissance Center
Detroit, Michigan 48265-3000
(313) 556-5000

To ensure timely delivery you should make your request to us no later than , 2014, which is five business days prior to the expiration date of the Exchange Offer. To ensure timely delivery in the event that we extend the Exchange Offer, you should make your request to us at least five business days before the expiration date of the Exchange Offer, as extended.

You may also find additional information about us, including the documents mentioned above, on our website at http://www.gm.com. Our website and the information included in, or linked to on, our website are not part of this prospectus. We have included our website address in this prospectus solely as a textual reference.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and special reports, proxy statements and other information with the SEC. You may read and copy any document that we file at the Public Reference Room of the SEC at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. In addition, the SEC maintains an internet site at www.sec.gov that contains reports, proxy statements and other information regarding registrants that file electronically, including GM. We are not incorporating the contents of the SEC website into this prospectus.

Reports and other information can also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, where our common stock is listed.

FORWARD-LOOKING STATEMENTS

This prospectus may include or incorporate by reference "forward-looking statements" within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act. Our use of the words "may," "will," "would," "could," "should," "believes," "estimates," "projects," "potential," "expects," "plans," "seeks," "intends," "evaluates," "pursues," "anticipates," "continues," "designs," "impacts," "forecasts," "target," "outlook," "initiative," "objective," "designed," "priorities," "goal" or the negative of those words or other similar expressions is intended to identify forward-looking statements that represent our current judgment about possible future events. All statements included or incorporated by reference in this prospectus, and in related comments by our management, other than statements of historical facts, including without limitation statements about future events or financial performance, are forward-looking statements that involve certain risks and uncertainties.

These statements are based on certain assumptions and analyses made in light of our experience and perception of historical trends, current conditions and expected future developments as well as other factors that we believe are appropriate under the circumstances. While these statements represent our judgment on what the future may hold, and we believe these judgments are reasonable, these statements are not guarantees of any events or financial results. Whether actual future results and developments will conform with our expectations and predictions is subject to a number of risks and uncertainties, including the risks and uncertainties discussed in this prospectus and the documents incorporated by reference under the captions "Risk Factors" and "Forward-Looking Statements" and elsewhere in those documents.

Consequently, all of the forward-looking statements made in this prospectus, as well as all of the forward-looking statements incorporated by reference to our filings under the Exchange Act, are qualified by these cautionary statements and there can be no assurance that the actual results or developments that we anticipate will be realized or, even if realized, that they will have the expected consequences to or effects on us and our subsidiaries or our businesses or operations. We caution investors not to place undue reliance on forward-looking statements. We undertake no obligation to update publicly or otherwise revise any forward-looking statements, whether as a result of new information, future events, or other such factors that affect the subject of these statements, except where we are expressly required to do so by law.

SUMMARY

This summary highlights selected information contained elsewhere or incorporated by reference in this prospectus. This summary describes aspects of our business, the Exchange Offer, and the New Notes and Old Notes, but it does not contain all of the information that you should consider in making your decision to participate in the Exchange Offer or invest in the New Notes. You should carefully read all of the information contained or incorporated by reference in this prospectus, including the "Risk Factors" section beginning on page 9 of this prospectus, the risk factors in our periodic reports filed from time to time with the SEC and our financial statements and related notes before making an investment decision.

General Motors Company

Overview

We design, build and sell cars, trucks and automobile parts worldwide. We also provide automotive financing services through General Motors Financial Company, Inc. ("GM Financial").

Our automotive operations meet the demands of our customers through our four automotive segments: GM North America, GM Europe, GM International Operations and GM South America.

Automotive

Our vision is to design, build and sell the world's best vehicles. We are committed to leadership in vehicle design, quality, reliability, telematics and infotainment and safety, as well as to developing key energy efficiency, energy diversity and advanced propulsion technologies, including electric vehicles. Our business is diversified across products and geographic markets. We meet the local sales and service needs of our retail and fleet customers with a global network of independent dealers.

Automotive Financing-GM Financial

GM Financial is a global provider of automobile financing solutions specializing in purchasing retail automobile installment sales contracts originated by GM and non-GM franchised and select independent dealers in connection with the sale of used and new automobiles. GM Financial also offers a lease financing product for new GM vehicles and a commercial lending program for GM-franchised dealerships. GM Financial primarily generates revenue and cash flows through the purchase, retention, securitization and servicing of finance receivables and leased assets. GM Financial completed the acquisitions of Ally Financial Inc.'s automotive finance and financial services businesses in Europe and Latin America during 2013 and expects to complete the acquisition of Ally Financial Inc.'s equity interest in its joint venture in China, which is subject to certain regulatory and other approvals, in 2014 or as soon as practicable thereafter.

Corporate Information

Our principal executive offices are located at 300 Renaissance Center, Detroit, Michigan 48265-3000, and our telephone number is (313) 556-5000. Our website is www.gm.com. Our website and the information included in, or linked to on, our website are not part of this prospectus. We have included our website address in this prospectus solely as a textual reference.

Summary of the Terms of the Exchange Offer

On September 27, 2013, we completed a private placement of $1,500,000,000 aggregate principal amount of Old 2018 Notes, $1,500,000,000 aggregate principal amount of Old 2023 Notes and $1,500,000,000 aggregate principal amount of Old 2043 Notes. The private placement of the Old Notes was made only to qualified institutional buyers under Rule 144A under the Securities Act and to persons outside the United States under Regulation S under the Securities Act, and accordingly was exempt from registration under the Securities Act.

General

In connection with the issuance of the Old Notes, GM entered into a registration rights agreement, dated September 27, 2013, with the initial purchasers of the Old Notes (the "Registration Rights Agreement"). Pursuant to the Registration Rights Agreement, we agreed to use commercially reasonable efforts to cause the registration statement of which this prospectus is a part to become effective within 365 days after the date of issuance of the Old Notes. We further agreed to use commercially reasonable efforts to commence the Exchange Offer as soon as practicable after the registration statement becomes effective and to hold the Exchange Offer open for the period required by applicable law. See "The Exchange Offer." The terms of the New Notes offered in the Exchange Offer are identical in all material respects to those of the Old Notes, except that the New Notes:

- will be registered under the Securities Act and therefore will not be subject to restrictions on transfer;
- will not be subject to provisions relating to additional interest;
- will bear a different CUSIP or ISIN number from the Old Notes; and
- will not entitle their holders to registration rights.

The Exchange Offer

We are offering to issue:

- up to $1,500,000,000 aggregate principal amount of new 3.500% Senior Notes due 2018 in exchange for a like principal amount of our outstanding 3.500% Senior Notes due 2018 (CUSIP Nos. 37045VAA8, U3821PAA0),
- up to $1,500,000,000 aggregate principal amount of new 4.875% Senior Notes due 2023 in exchange for a like principal amount of our outstanding 4.875% Senior Notes due 2023 (CUSIP Nos. 37045VAB6, U3821PAB8), and
- up to $1,500,000,000 aggregate principal amount of new 6.250% Senior Notes due 2043 in exchange for a like principal amount of our outstanding 6.250% Senior Notes due 2043 (CUSIP Nos. 37045VAC4, U3821PAC6).

You may only exchange Old Notes in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Subject to the satisfaction or waiver of specified conditions, we will exchange the New Notes for all respective Old Notes that are validly tendered and not validly withdrawn prior to the expiration of the Exchange Offer. We will cause the exchanges to be effected promptly after the expiration of the Exchange Offer.

Resale of the New Notes

Based on an interpretation by the staff of the SEC set forth in no-action letters issued to third parties, we believe that the New Notes issued pursuant to the Exchange Offer in exchange for Old Notes may be offered for resale, resold and otherwise transferred by you without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

- you are not our "affiliate" (as defined in Rule 405 under the Securities Act);
- you are acquiring the New Notes in the ordinary course of your business;
- you do not have an arrangement or understanding with any person to participate in the distribution of the New Notes (within the meaning of the Securities Act);
- you are not engaged in, and do not intend to engage in, the distribution of the New Notes; and
- you are not acting on behalf of any person who could not truthfully make a representation to all of the foregoing.

	If you are a broker-dealer and receive New Notes for your own account in exchange for Old Notes that you acquired as a result of market-making activities or other trading activities, you must represent that you will deliver a prospectus in connection with any resale of the New Notes. See "Plan of Distribution." A broker-dealer may use this prospectus for an offer to resell, a resale or other retransfer of the New Notes issued in the Exchange Offer for a period of up to 180 days after the date of completion of the Exchange Offer. Any holder of Old Notes who: • is our "affiliate" (as defined in Rule 405 under the Securities Act); • does not acquire the New Notes in the ordinary course of its business; or • tenders its Old Notes in the Exchange Offer with the intention to participate, or for the purpose of participating, in a distribution of New Notes; cannot rely on the position of the staff of the SEC enunciated in *Morgan Stanley & Co. Incorporated* (available June 5, 1991) and *Exxon Capital Holdings Corporation* (available May 13, 1988), as interpreted in *Shearman & Sterling* (available July 2, 1993), or similar no-action letters and, in the absence of an exemption therefrom, must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes. You should read the discussion under the heading "The Exchange Offer" for further information regarding the Exchange Offer and resale of the New Notes.
Consequences of Failure to Exchange the Old Notes	If you are eligible to participate in the Exchange Offer and: • you do not tender your Old Notes; or • you tender your Old Notes and they are not accepted for exchange, your Old Notes will remain outstanding and continue to accrue interest, but you will not retain any rights under the Registration Rights Agreement. See "The Exchange Offer—Terms of the Exchange Offer" and "—Consequences of Failure to Exchange."
Effect on Holders of the Old Notes	Upon completion of the Exchange Offer, there may be no market for the Old Notes that remain outstanding and you may have difficulty selling them. As a result of the making of, and upon acceptance for exchange of all validly tendered outstanding Old Notes pursuant to the terms of, the Exchange Offer, GM will have fulfilled a covenant under the Registration Rights Agreement and, accordingly, GM will not be obligated to pay additional interest pursuant to the Registration Rights Agreement.
Expiration Date	The Exchange Offer will expire at 5:00 p.m., New York City time, on , 2014, or the "expiration date," unless we extend the Exchange Offer, in which case expiration date means the latest date and time to which the Exchange Offer has been extended.
Conditions to the Exchange Offer	The Exchange Offer is subject to several customary conditions described in "The Exchange Offer-Conditions." We will not be required to accept for exchange, or to issue any New Notes in exchange for, any Old Notes and may terminate or amend the Exchange Offer if we determine in our reasonable judgment that: • the Exchange Offer violates applicable law or any applicable interpretation of the staff of the SEC; • an action or proceeding has been instituted or threatened in any court or by any governmental agency with respect to the Exchange Offer or a material adverse development shall have occurred with respect to GM; or • any governmental approval has not been obtained, which approval we deem necessary for the consummation of the Exchange Offer. The foregoing conditions are for our sole benefit and may be waived by us. We reserve the right to terminate or amend the Exchange Offer at any time prior to the expiration date upon the occurrence of any of the foregoing events.
Procedures for Tendering the Old Notes	If you wish to participate in the Exchange Offer, you must submit required documentation and effect a tender of Old Notes pursuant to the procedures for book-entry transfer or other applicable procedures, all in accordance with the instructions described in this prospectus and in the letter of transmittal or electronic acceptance instruction. See "The Exchange Offer—Procedures for Tendering the Old Notes," "—Book-Entry Transfer" and "—Guaranteed Delivery Procedures." If you hold Old Notes through The Depository Trust Company ("DTC") and wish to participate in the Exchange Offer, you must comply with the Automated Tender Offer Program procedures of DTC by which you will agree to be bound by the letter of transmittal.

	By signing, or agreeing to be bound by, the letter of transmittal, you will represent to us that, among other things: • you are not our "affiliate" (as defined in Rule 405 of the Securities Act); • you are acquiring the New Notes in the ordinary course of your business; • you do not have an arrangement or understanding with any person to participate in the distribution of the New Notes or the Old Notes (within the meaning of the Securities Act); • if you are not a broker-dealer, that you are not engaged in, and do not intend to engage in, the distribution of the New Notes; • if you are a broker-dealer, that you will receive the New Notes for your own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities, and that you will deliver a prospectus in connection with any resale of such New Notes; and • you are not acting on behalf of any person who could not truthfully make the foregoing representations.
Special Procedures for Beneficial Owners	If you are a beneficial owner of Old Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee, and you wish to tender those Old Notes in the Exchange Offer, you should contact the registered holder promptly and instruct the registered holder to tender those Old Notes on your behalf.
Guaranteed Delivery Procedures	If you wish to tender your Old Notes, but cannot properly do so prior to the expiration date, you may tender your Old Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer—Guaranteed Delivery Procedures."
Withdrawal Rights	Tenders of Old Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date. To withdraw a tender of Old Notes, a written or facsimile transmission notice of withdrawal must be received by the Exchange Agent (as defined below) at its address set forth in "The Exchange Offer—Exchange Agent" prior to 5:00 p.m., New York City time, on the expiration date.
Acceptance of Old Notes and Delivery of New Notes	Except in some circumstances, Old Notes that are validly tendered in the Exchange Offer prior to 5:00 p.m., New York City time, on the expiration date will be accepted for exchange. The New Notes issued pursuant to the Exchange Offer will be delivered promptly following the expiration date. We may reject any and all Old Notes that we determine have not been properly tendered or any Old Notes the acceptance of which would, in the opinion of our counsel, be unlawful. We may waive any irregularities in the tender of the Old Notes. See "The Exchange Offer—Procedures for Tendering the Old Notes," "—Book-Entry Transfer," and "—Guaranteed Delivery Procedures."
Registration Rights	In an effort to provide holders of the Old Notes the opportunity to exchange the Old Notes for substantially similar notes that are publicly registered, we entered into the Registration Rights Agreement pursuant to which we agreed to: • use commercially reasonable efforts to file a registration statement for an exchange offer to exchange the New Notes for respective Old Notes; • use commercially reasonably efforts to cause the registration statement to become effective within 365 days after September 27, 2013; • use commercially reasonable efforts to commence the Exchange Offer as soon as practicable after the registration statement has become effective; and • in certain circumstances, file a shelf registration statement that would allow some or all of the Old Notes to be offered to the public. We will be required to pay additional cash interest as liquidated damages to holders of the Old Notes if we fail to meet various deadlines under the Registration Rights Agreement. See "Exchange Offer—Purpose and Effect of the Exchange Offer."
Certain U.S. Federal Income Tax Considerations	We believe that the exchange of the New Notes for the respective Old Notes will not constitute a taxable exchange for U.S. federal income tax purposes. See "Certain U.S. Federal Tax Considerations."
Use of Proceeds	We will not receive any cash proceeds from the issuance of the New Notes in the Exchange Offer. See "Use of Proceeds."
Dissenters' Rights	Holders of Old Notes do not have any appraisal or dissenters' rights in connection with the Exchange Offer.
Exchange Agent	The Bank of New York Mellon is serving as the exchange agent for the Old Notes (the "Exchange Agent").

Summary of the Terms of the New Notes

The summary below describes the principal terms of the New Notes. Certain of the terms and conditions described below are subject to important limitations and exceptions. The "Description of the New Notes" section of this prospectus contains more detailed descriptions of the terms and conditions of the New Notes and the Indenture (as defined under "Description of the New Notes") governing the New Notes.

Issuer	General Motors Company
New Notes Offered	$1,500,000,000 in aggregate principal amount of 3.500% Senior Notes due 2018, which will have been registered under the Securities Act, $1,500,000,000 in aggregate principal amount of 4.875% Senior Notes due 2023, which will have been registered under the Securities Act, and $1,500,000,000 in aggregate principal amount of 6.250% Senior Notes due 2043, which will have been registered under the Securities Act.
Maturity Dates	The New 2018 Notes will mature on October 2, 2018, the New 2023 Notes will mature on October 2, 2023, and the New 2043 Notes will mature on October 2, 2043.
Interest Rates	Interest on the New 2018 Notes will accrue at a rate of 3.500% per year, interest on the New 2023 Notes will accrue at a rate of 4.875% per year and interest on the New 2043 Notes will accrue at a rate of 6.250% per year.
Interest Payment Dates	Interest on the New Notes will be paid semi-annually and in arrears on April 2 and October 2.
Ranking of the New Notes	The New Notes will be our general unsecured obligations and will be: • equal in right of payment to all of our existing and future unsecured indebtedness and other obligations that are not, by their terms, expressly subordinated in right of payment to the Notes; • senior in right of payment to any of our existing or future indebtedness and other obligations that are, by their terms, expressly subordinated in right of payment to the Notes; • effectively subordinated to all of our secured indebtedness and other secured obligations to the extent of the value of the assets securing such secured indebtedness or other secured obligations; and • structurally subordinated to all indebtedness and other obligations of our subsidiaries.
Optional Redemption	We may, at our option, redeem the New Notes in whole or in part at any time and from time to time at redemption prices of 100% of their respective principal amounts plus an applicable "make-whole" premium as described under "Description of the New Notes—Optional Redemption."
Certain Covenants	The New Notes will be issued under the Indenture, which contains covenants that will limit: • the ability of GM and certain of its subsidiaries to incur indebtedness secured by certain principal domestic manufacturing properties or by any shares of stock or indebtedness of certain manufacturing subsidiaries and to enter into certain sale and leaseback transactions with respect to certain principal domestic manufacturing properties; and • the ability of GM to enter into certain mergers or certain conveyances, transfers or leases of all or substantially all of its properties and assets. Each of these covenants, however, is subject to significant exceptions. See "Description of the New Notes—Certain Covenants" and "Description of the New Notes—Consolidation, Merger or Sale of Assets."
Further Issuances	The Indenture does not limit the amount of Notes which we may issue. We may issue additional Notes up to an aggregate principal amount as our board of directors may authorize from time to time.
No Prior Market	The New Notes will be new securities for which there is currently no existing market. The New Notes will not be listed on any securities exchange. We cannot assure you as to the liquidity of, or the trading market for, the New Notes.
Form and Denomination	The New Notes will be issued in fully registered form and will be represented by global notes without interest coupons. The global notes will be deposited with a custodian for and registered in the name of a nominee of DTC in New York, New York. Investors may elect to hold interests in the global notes through DTC and its direct or indirect participants as described under "Book-Entry; Delivery and Form of the New Notes." Old Notes can be exchanged for respective New Notes in the Exchange Offer only in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.
Trustee	The Bank of New York Mellon (the "Trustee").
Use of Proceeds	We will not receive any proceeds from the issuance of the New Notes. See "Use of Proceeds."

Risk Factors

See “Risk Factors” beginning on page 9 of this prospectus and in our periodic reports filed from time to time with the SEC for a discussion of risks you should carefully consider before deciding to tender your Old Notes in the Exchange Offer or to invest in the New Notes.

Summary Consolidated Financial Information

The following table presents summary consolidated financial data of General Motors Company (Successor) and Old GM (Predecessor). The summary consolidated financial data for the years ended December 31, 2013, 2012 and 2011 and as of December 31, 2013 and 2012 presented below were derived from GM's audited annual consolidated financial statements and the notes thereto appearing in our Annual Report on Form 10-K for the year ended December 31, 2013, which is incorporated by reference in this prospectus. The audited annual consolidated financial statements for the years ended December 31, 2013, 2012 and 2011 and as of December 31, 2013 and 2012 have been audited by Deloitte & Touche LLP. The summary consolidated financial data as of December 31, 2011 and as of and for the year ended December 31, 2010 presented below were derived from GM's audited annual consolidated financial statements and the notes thereto, which are not incorporated by reference into this prospectus. The summary consolidated financial data as of December 31, 2009 (Successor) and for the periods July 10, 2009 through December 31, 2009 (Successor) and January 1, 2009 through July 9, 2009 (Predecessor) presented below were derived from GM's audited annual consolidated financial statements and the notes thereto, which are not incorporated by reference into this prospectus. The summary interim consolidated financial data as of and for the three months ended March 31, 2014 presented below were derived from GM's unaudited condensed consolidated financial statements and the notes thereto appearing in our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, which is incorporated by reference in this prospectus. You should read the following information in conjunction with the section entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations" and GM's consolidated financial statements and notes thereto included in our Annual Report on Form 10-K for the year ended December 31, 2013 and our Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, which are incorporated by reference in this prospectus. See "Incorporation of Certain Documents by Reference" and "Where You Can Find More Information."

Selected financial data is summarized in the following table (dollars in millions except per share amounts):

	Successor						Predecessor
	Three Months Ended March 31, 2014	Years Ended December 31, 2013	2012	2011	2010	July 10, 2009 Through December 31, 2009	January 1, 2009 Through July 9, 2009
Income Statement Data:							
Total net sales and revenue (a)	$ 37,408	$ 155,427	$ 152,256	$ 150,276	$ 135,592	$ 57,474	$ 47,115
Income (loss) from continuing operations (b) (c)	$ 280	$ 5,331	$ 6,136	$ 9,287	$ 6,503	$ (3,786)	$ 109,003
Net (income) loss attributable to noncontrolling interests	(67)	15	52	(97)	(331)	(511)	115
Net income (loss) attributable to stockholders	$ 213	$ 5,346	$ 6,188	$ 9,190	$ 6,172	$ (4,297)	$ 109,118
Net income (loss) attributable to common stockholders	$ 125	$ 3,770	$ 4,859	$ 7,585	$ 4,668	$ (4,428)	$ 109,118
Basic earnings (loss) per share(d)	$ 0.08	$ 2.71	$ 3.10	$ 4.94	$ 3.11	$ (3.58)	$ 178.63
Diluted earnings (loss) per share(d)	$ 0.06	$ 2.38	$ 2.92	$ 4.58	$ 2.89	$ (3.58)	$ 178.55
Book value per share(e)	$ 26.72	$ 28.28	$ 27.08	$ 24.92	$ 24.77	$ 14.64	
Cash dividends declared per common share	$ 0.30	$ —	$ —	$ —	$ —	$ —	$ —
Balance Sheet Data (as of period end):							
Total assets(a)	$ 173,606	$ 166,344	$ 149,422	$ 144,603	$ 138,898	$ 136,295	
Automotive notes and loans payable(f)	$ 7,209	$ 7,137	$ 5,172	$ 5,295	$ 4,630	$ 15,783	
GM Financial notes and loans payable(a)	$ 30,558	$ 29,046	$ 10,878	$ 8,538	$ 7,032		
Series A Preferred Stock(g)	$ 3,109	$ 3,109	$ 5,536	$ 5,536	$ 5,536	$ 6,998	
Series B Preferred Stock(h)		$ —	$ 4,855	$ 4,855	$ 4,855		
Equity(i)	$ 42,840	$ 43,174	$ 37,000	$ 38,991	$ 37,159	$ 21,957	

(a) GM Financial was consolidated effective October 1, 2010. GM Financial acquired Ally Financial Inc.'s international operations in Europe and Latin America in the year ended December 31, 2013.

(b) In the period January 1, 2009 through July 9, 2009 Old GM recorded reorganization gains, net of $128.2 billion directly associated with the filing by Old GM and certain of its direct and indirect subsidiaries of voluntary petitions for relief under Chapter 11 of the U.S. Bankruptcy Code in the U.S. Bankruptcy Court for the Southern District of New York, the Section 363 sale of Old GM and certain of its direct and indirect subsidiaries under Chapter 11 of the U.S. Bankruptcy Code and the application of fresh-start reporting.

(c) In the year ended December 31, 2012 we recorded goodwill impairment charges of $27.1 billion, the reversal of deferred tax valuation allowances of $36.3 billion in the U.S. and Canada, pension settlement charges of $2.7 billion and GME long-lived asset impairment charges of $5.5 billion.

(d) In the years ended December 31, 2012 and 2011 we used the two-class method for calculating earnings per share as the Series B Preferred Stock was a participating security due to the applicable market value of our common stock being below $33.00 per common share.

(e) Book value per share is calculated by dividing Equity by the number of common shares outstanding.

(f) In December 2010 GM Korea Company terminated its $1.2 billion credit facility following the repayment of the remaining $1.0 billion under the facility.

(g) In September 2013 we purchased 120 million shares of our Series A Preferred Stock held by the UAW Retiree Medical Benefits Trust for $3.2 billion. In December 2010 we purchased 84 million shares of our Series A Preferred Stock from the United States Treasury for $2.1 billion.

(h) In December 2013 all of our Series B Preferred Stock automatically converted into 137 million shares of our common stock. Our Series B Preferred Stock was issued in a public offering in November and December 2010.

(i) In December 2012 we purchased 200 million shares of our common stock for a total of $5.5 billion, which directly reduced shareholder’s equity by $5.1 billion and we recorded a charge to earnings of $0.4 billion.

* * * * * * *

RISK FACTORS

Investment in the New Notes involves risks. In addition to all of the other information contained or incorporated by reference into this prospectus, you should carefully consider the risk factors set forth below and the risk factors incorporated into this prospectus by reference to our Annual Report on Form 10-K for the year ended December 31, 2013, as updated by our subsequent filings under the Exchange Act, including our Quarterly Reports on Form 10-Q and our Current Reports on Form 8-K and any amendments thereof.

Risks Relating to the Exchange Offer

You may have difficulty selling any Old Notes that you do not exchange.

If you do not exchange your Old Notes for New Notes in the Exchange Offer, you will continue to be subject to restrictions on transfer of your Old Notes as set forth in the offering memorandum distributed in connection with the private placement of the Old Notes. In general, the Old Notes may not be offered or sold unless they are registered or exempt from registration under the Securities Act and applicable state securities laws. Except in limited circumstances as required by the Registration Rights Agreement, we do not intend to register resales of the Old Notes under the Securities Act. If you are eligible to participate in the Exchange Offer and (i) you do not tender your Old Notes or (ii) you tender your Old Notes and they are not accepted for exchange, you will not retain any rights under the Registration Rights Agreement. The tender of Old Notes under the Exchange Offer will reduce the outstanding amount of the Old Notes, which may have an adverse effect upon, and increase the volatility of, the market prices of the Old Notes due to a reduction in liquidity.

You must comply with the procedures of the Exchange Offer in order to receive new, freely tradable New Notes.

Delivery of New Notes in exchange for the Old Notes tendered and accepted for exchange pursuant to the Exchange Offer will be made only after you properly follow the procedures of the Exchange Offer. We are not required to notify you of defects or irregularities in tenders of Old Notes for exchange. The Old Notes that are not tendered or that are tendered but we do not accept for exchange will, following expiration of the Exchange Offer, continue to be subject to the existing transfer restrictions under the Securities Act and, upon expiration of the Exchange Offer, certain registration and other rights under the Registration Rights Agreement will terminate.

If you are a broker-dealer or are participating in a distribution of the New Notes, you may be required to deliver a prospectus and comply with other requirements.

If you tender your Old Notes for the purpose of participating in a distribution of the New Notes, you will be required to comply with the registration and prospectus delivery requirements of the Securities Act in connection with any resale of the New Notes. If you are a broker-dealer that receives New Notes for your own account in exchange for Old Notes that you acquired as a result of market-making activities or any other trading activities, you will be required to represent that you will deliver a prospectus in connection with any resale of such New Notes.

Risks Relating to the New Notes

The New Notes will be structurally subordinated to the indebtedness and other liabilities of our subsidiaries.

The New Notes will be obligations exclusively of General Motors Company and not any of our subsidiaries, and none of our subsidiaries will guarantee the New Notes. We are a holding company and, accordingly, substantially all of our operations are conducted through subsidiaries, which are separate and distinct legal entities. Our subsidiaries have no obligation to pay any amounts due under the New Notes or to provide us with funds to pay our obligations, whether by dividends, distributions, loans or other payments. All claims of creditors (including secured and unsecured creditors and general trade creditors) and preferred stockholders of our subsidiaries will have priority with respect to the assets of such subsidiaries over our claims (and therefore the claims of our creditors, including holders of the New Notes) as an equity holder of such subsidiaries. Consequently, the New Notes will be structurally subordinated to the indebtedness and other liabilities of our subsidiaries and any subsidiaries that we may in the future acquire or create. Furthermore, even if we were a creditor of any of our subsidiaries, our rights as a creditor would be effectively subordinated to any security interest in the assets of those subsidiaries and would be subordinate to any indebtedness of those subsidiaries senior to that held by us. As of March 31, 2014, we had total consolidated liabilities of approximately $130.8 billion (including consolidated indebtedness of approximately $37.8 billion), of which $4.5 billion constitutes indebtedness of General Motors Company (parent company only) under the Old Notes and substantially all of the remainder of which are liabilities of our subsidiaries.

We conduct substantially all of our operations through our subsidiaries and depend on cash flow from our subsidiaries to meet our obligations. Your right to receive payments on the New Notes could be adversely affected if any of our subsidiaries becomes unable to distribute cash to us.

Because we are a holding company and conduct substantially all of our operations through subsidiaries, our cash flow and ability to service debt, including the New Notes, will depend to a significant extent on the generation of cash flow by our subsidiaries and their ability to make such cash available to us, whether by dividends, distributions or other payments. The financial condition and operating requirements of our subsidiaries may limit our ability to obtain cash from our subsidiaries. In addition, provisions of law, such as those requiring that dividends be paid only from surplus, could limit the ability of our subsidiaries to make payments or other distributions to us. Furthermore, our subsidiaries could in certain circumstances agree to contractual restrictions on their ability to make distributions. In the event that we do not receive distributions from our subsidiaries, we may be unable to make required payments on our obligations, including the New Notes.

The limited covenants in the Indenture that will govern the New Notes will not provide protection against many types of important corporate events and may not protect your investment.

The Indenture does not:

- require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity and, accordingly, will not protect holders of the New Notes in the event that we experience significant adverse changes in our financial condition or results of operations;
- restrict our subsidiaries' ability to issue securities or otherwise incur indebtedness (other than certain secured indebtedness) that would be senior in right of payment to our equity interests in our subsidiaries and therefore would be structurally senior to the New Notes;
- entirely limit our ability to incur secured indebtedness that would effectively rank senior to the New Notes to the extent of the value of the assets securing the indebtedness;
- limit our ability to incur indebtedness that is equal or subordinate in right of payment to the New Notes (other than certain secured indebtedness);
- restrict our ability to repurchase our equity securities or prepay our other indebtedness;
- restrict our ability to make investments or pay dividends or make other payments in respect of our equity securities or our other indebtedness;
- restrict our ability to enter into highly leveraged transactions; or
- require us to make an offer to repurchase the New Notes in the event of a change in control transaction.

As a result of the foregoing, when evaluating the terms of the New Notes, you should be aware that the terms of the Indenture and the New Notes will not restrict our ability to engage in, or to otherwise be a party to, a variety of corporate transactions, circumstances and events, such as certain acquisitions, refinancings or recapitalizations that could substantially and adversely affect our capital structure and the values of the New Notes.

The New Notes will be unsecured and the New Notes will be effectively subordinated to any of our secured debt.

The New Notes will be our unsecured general obligations and the New Notes will be effectively subordinated to any existing or future secured debt obligations that we may incur to the extent of the value of the assets securing that debt. If we are involved in a bankruptcy, liquidation, dissolution, reorganization or similar proceeding, or upon a default in payment on, or the acceleration of, our secured debt, our assets will be available to pay obligations on the New Notes only after all secured debt has been paid in full from the assets securing such debt. We may not have sufficient assets remaining to pay amounts due on any or all of the New Notes then outstanding.

If we or any of our subsidiaries defaults on obligations to pay indebtedness, we may not be able to make payments on the New Notes.

Any default under agreements governing our indebtedness or the indebtedness of our subsidiaries, including any default under the $5.5 billion three-year secured revolving credit agreement (the "Three-Year Credit Agreement") of our wholly-owned subsidiary General Motors Holdings LLC ("GM Holdings") and certain of its subsidiaries and any default under the $5.5 billion

five-year secured revolving credit agreement (the “Five-Year Credit Agreement”) of GM Holdings and certain of its subsidiaries, that is not waived by the required lenders, and the remedies sought by the holders of such indebtedness, could prevent us from making (or adversely affect our ability to make) required payments on the New Notes and could substantially decrease the market values of the New Notes. If we or our subsidiaries are unable to generate sufficient cash flows and we or they are otherwise unable to obtain funds necessary to meet required payments on our or their indebtedness, or if we or they otherwise fail to comply with the various covenants, including any financial and operating covenants, in the instruments governing such indebtedness, we or they could be in default under the terms of the agreements governing such indebtedness. In the event of such default, the holders of such indebtedness could, among other things, elect to declare all the funds borrowed thereunder to be due and payable and/or terminate their funding commitments, and we or our subsidiaries could be forced into bankruptcy or liquidation. A default under our or our subsidiaries’ other indebtedness will not constitute a default under the New Notes.

There is currently no market for the New Notes, and we cannot assure you that an active trading market for the New Notes will develop.

The New Notes will be new securities for which there currently is no established market. The New Notes will not be listed on any securities exchange. We can give you no assurance as to whether any trading market for the New Notes will ever develop, as to your ability to sell the New Notes or as to the prices at which you may be able to sell your New Notes. The liquidity of any market for the New Notes will depend on a number of factors, including the number of holders of the New Notes, prevailing interest rates, the market for similar securities, ratings on us and our debt securities, general economic conditions and the conditions of the financial markets, recommendations of securities analysts and our own results of operations, financial condition and prospects. If no active trading market develops, you may be unable to resell the New Notes at their fair values or at any price.

Even if a trading market does develop, changes in our credit ratings or the debt markets could adversely affect the market price of the New Notes.

The market prices for the New Notes will depend on many factors, including, among others:

- ratings on us and our debt securities, including the New Notes, assigned by rating agencies;
- the prevailing interest rates being paid by other companies similar to us;
- our results of operations, financial condition and prospects; and
- the condition of the financial markets.

The prices of the New Notes may be adversely affected by unfavorable changes in these factors. The condition of the financial markets and prevailing interest rates have fluctuated in the past and are likely to fluctuate in the future, which could have an adverse effect on the market prices of the New Notes regardless of our prospects and financial performance.

In addition, credit rating agencies continually review the ratings they have assigned to companies and debt securities. Negative changes in the ratings assigned to us or our debt securities, including the New Notes, could have an adverse effect on the market prices of the New Notes.

USE OF PROCEEDS

The Exchange Offer is intended to satisfy certain of our obligations under the Registration Rights Agreement. We will not receive any cash proceeds from the issuance of the New Notes pursuant to the Exchange Offer. In consideration for issuing the New Notes as contemplated in this prospectus, we will receive in exchange a like principal amount of Old Notes. The Old Notes surrendered in exchange for New Notes will be retired and cancelled. Accordingly, the issuance of the New Notes will not result in any change in our outstanding indebtedness or change in our capitalization. We will bear the expenses of the Exchange Offer.

CONSOLIDATED RATIO OF EARNINGS TO FIXED CHARGES

The following table presents the consolidated ratio of our earnings to fixed charges for each of the periods indicated:

Successor						Predecessor
	Years Ended December 31,					
Three Months Ended March 31, 2014	2013	2012	2011	2010	July 10, 2009 Through December 31, 2009	January 1, 2009 Through July 9, 2009(a)
(b)	5.85	(b)	7.90	5.93	(b)	20.10

(a) Earnings for the period January 1, 2009 through July 9, 2009 include reorganization gains, net of $128.2 billion.

(b) Earnings in the three months ended March 31, 2014, the year ended December 31, 2012 and the period July 10, 2009 through December 31, 2009 were inadequate to cover fixed charges. Additional earnings of $0.6 billion, $28.8 billion and $4.9 billion in the three months ended March 31, 2014, the year ended December 31, 2012 and the period July 10, 2009 through December 31, 2009 would have been necessary to bring ratios for these periods to 1.0.

DESCRIPTION OF THE NEW NOTES

General

The New Notes will be issued as separate series of debt securities pursuant to the indenture (the "Base Indenture"), dated as of September 27, 2013, between GM and The Bank of New York Mellon, as trustee (the "Trustee"), as amended and supplemented by the first supplemental indenture (the "Supplemental Indenture"), dated as of September 27, 2013, between GM and the Trustee. The Base Indenture and the Supplemental Indenture, each as amended and supplemented, are together referred to herein as the "Indenture." This is the same Indenture under which the Old Notes were issued. References in this prospectus to the "Notes" refer to the New Notes and the Old Notes, collectively. Any Old Notes of a series that remain outstanding after completion of the Exchange Offer, together with the New Notes issued in the Exchange Offer in exchange for Old Notes of such series, will be treated as a single series of securities under the Indenture. The Indenture and the Notes are governed by, and construed in accordance with, the laws of the State of New York, United States.

The terms of the New Notes will be substantially identical to the terms of the respective Old Notes, except that the New Notes are registered under the Securities Act and will not contain restrictions on transfer or provisions relating to additional interest, will bear a different CUSIP or ISIN number, and will not entitle their holders to registration rights.

We have summarized certain terms and provisions of the Indenture. This summary is not complete and is subject to the terms of the Indenture, which are incorporated herein by reference. You should read the Indenture for the provisions which may be important to you. A copy of the Indenture is incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-3 of GM filed April 30, 2014. The Indenture is subject to and governed by the Trust Indenture Act of 1939, as amended (the "TIA").

The New Notes will be senior, unsecured obligations of GM and will rank equally with all other unsecured and unsubordinated indebtedness of GM (other than obligations preferred by mandatory provisions of law). The New 2018 Notes will mature on October 2, 2018, the New 2023 Notes will mature on October 2, 2023, and the New 2043 Notes will mature on October 2, 2043; in each case unless we redeem such New Notes prior to their respective maturity dates, as described below under "—Optional Redemption."

The New Notes will be issued in book-entry form only through the facilities of The Depository Trust Company ("DTC"), including its participants, Euroclear Bank S.A./N.V. and Clearstream Banking *société anonyme*. See "Book-Entry; Delivery and Form of the New Notes."

Principal and Interest

We will issue up to $1,500,000,000 aggregate principal amount of New 2018 Notes in exchange for a like principal amount of Old 2018 Notes properly tendered and accepted for exchange in the Exchange Offer, up to $1,500,000,000 aggregate principal amount of New 2023 Notes in exchange for a like principal amount of Old 2023 Notes properly tendered and accepted for exchange in the Exchange Offer, and up to $1,500,000,000 aggregate principal amount of New 2043 Notes in exchange for a like principal amount of Old 2043 Notes properly tendered and accepted for exchange in the Exchange Offer.

The New 2018 Notes will bear interest at a rate of 3.500% per annum, the New 2023 Notes will bear interest at a rate of 4.875% per annum and the New 2043 Notes will bear interest at a rate of 6.250% per annum. Interest on the New Notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months, and will be payable in arrears on April 2 and October 2 of each year, to the person in whose name the New Notes are registered at the close of business on the March 18 or September 17, as the case may be, next preceding the relevant interest payment date.

The New Notes will accrue interest from the most recent interest payment date to which interest has been paid on the Old Notes for which they were exchanged. Accordingly, registered holders of New Notes at the close of business on the relevant record date (which is the March 18 or September 17, as the case may be, next preceding the relevant interest payment date) for the first interest payment date following the completion of the Exchange Offer will receive interest accruing from the most recent date to which interest has been paid on the Old Notes for which they were exchanged, and holders of Old Notes accepted for exchange will not receive any payment for accrued interest on the Old Notes otherwise payable on an interest payment date the record date for which occurs on or after date of closing of the Exchange Offer and will be deemed to have waived their rights to receive the accrued interest on the Old Notes.

However, notwithstanding the foregoing, if the closing of the Exchange Offer occurs after a record date for an interest payment date that will occur on or after the date of closing of the Exchange Offer, the New Notes will accrue interest from such subsequent interest payment date. Accordingly, registered holders of Old Notes on such immediately preceding record date will receive interest accruing to the date prior to such subsequent interest payment date.

The New Notes will be issued in fully registered form only, in denominations of $2,000 and integral multiples of $1,000 in excess thereof.

Amounts due on the respective stated maturity date or earlier redemption date of the New Notes will be payable at the corporate trust office of the Trustee, which at the date hereof is 101 Barclay Street, Floor 7W, New York, NY 10286, Attention: Corporate Trust Division. We will make payments of principal, premium, if any, and interest in respect of the New Notes in book-entry form to DTC in immediately available funds, while disbursement of such payments to owners of beneficial interests in New Notes in book-entry form will be made in accordance with the procedures of DTC and its participants in effect from time to time.

If any interest payment date, stated maturity date or earlier redemption date falls on a day that is not a business day in The City of New York, we will make the required payment of principal, premium, if any, and/or interest on the next business day as if it were made on the date payment was due, and no interest will accrue on the amount so payable for the period from and after that interest payment date, stated maturity date or earlier redemption date, as the case may be, to the next business day. As used in the Indenture, the term "business day" means, with respect to any place of payment or any other specified location, each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions are authorized or obligated by law, regulation or executive order to close in that place of payment, such other location or the city in which the corporate trust office of the Trustee is located.

Further Issuances

The Indenture does not limit the amount of other debt that we may incur. We may, from time to time, without the consent of the holders of the Notes, issue other debt securities under the Base Indenture in addition to the Notes. We may also, from time to time, without the consent of the holders of the Notes, increase the principal amount of the Notes that may be issued under the Indenture and issue additional Notes of any series in the future; *provided* that if the additional Notes are not fungible with the Notes of a particular series for U.S. federal income tax purposes, the additional Notes will have a separate CUSIP number. Any such additional Notes of a particular series will have the same terms as the New Notes of such series being offered in the Exchange Offer but may be offered for different consideration or at a different offering price or have a different issue date, initial interest accrual or initial interest payment date than the New Notes being offered in the Exchange Offer. If issued, these additional Notes of a particular series will become part of the same series as the corresponding New Notes being offered in the Exchange Offer (and the corresponding Old Notes that are not exchanged in the Exchange Offer), including for purposes of voting, redemptions and offers to purchase.

Optional Redemption

We may, at our option, redeem some or all of the Notes at any time and from time to time at a redemption price equal to the greater of the following amounts, plus, in each case, accrued and unpaid interest on the principal amount being redeemed to, but excluding, the applicable redemption date: (i) 100% of the principal amount of the Notes to be redeemed; and (ii) as determined by us, 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 semi-annual basis at a rate equal to the sum of the Treasury Rate plus 50 basis points.

The redemption prices will be calculated assuming a 360-day year consisting of twelve 30-day months. For purposes of calculating the redemption prices, the following terms will have the meanings set forth below.

"*Comparable Treasury Issue*" means the United States Treasury security selected by a Reference Treasury Dealer as having a 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 us, (A) the average of the six 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 six Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"*Reference Treasury Dealer*" means (i) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC, 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 we 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 us.

“*Reference Treasury Dealer Quotations*” means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by us, 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 us 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 semi-annual 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.

We will give notice of any redemption, mailed not less than 30 days nor more than 60 days before the applicable redemption date, to each holder of the Notes to be redeemed at such holder’s email address or physical address appearing in the security register of the Notes. If we redeem less than all of the Notes, the Trustee will select the particular Notes to be redeemed by lot, on a pro rata basis or by another method the Trustee deems fair and appropriate.

Unless we default in the payment of the 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.

Certain Covenants

Definitions. The following definitions shall be applicable to the covenants specified 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 our chairman, president or any vice chairman, our chief financial officer, any vice president, our 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 GM and its consolidated subsidiaries, in each case as set forth on the most recently available consolidated balance sheet of GM 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 our 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 our books 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 us or others or which is principally engaged in financing our 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 us 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 our Board of Directors, such manufacturing plant or facility is not of material importance to the total business conducted by us and our 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 us, or by one or more Subsidiaries, or by us and one or more Subsidiaries.

Limitation on Liens. For the benefit of the Notes, we will not, nor will we permit any Manufacturing Subsidiary to, issue or assume any Debt secured by a Mortgage upon any Principal Domestic Manufacturing Property of ours 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 we shall so determine, any other indebtedness of us 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 ours and our 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 our Consolidated Tangible Assets.

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 us or to another Manufacturing Subsidiary;

(iv) Mortgages on property of a corporation existing at the time such corporation is merged or consolidated with us 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 us 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 September 27, 2013; 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).

Limitation on Sales and Lease-Backs. For the benefit of the Notes, we will not, nor will we permit any Manufacturing Subsidiary to, enter into any arrangement with any person providing for the leasing by us or any Manufacturing Subsidiary of any Principal Domestic Manufacturing Property owned by us or any Manufacturing Subsidiary on September 27, 2013 (except

for temporary leases for a term of not more than five years and except for leases between us and a Manufacturing Subsidiary or between Manufacturing Subsidiaries), which property has been or is to be sold or transferred by us or such Manufacturing Subsidiary to such person, unless either:

(i) we or such Manufacturing Subsidiary would be entitled, pursuant to the provisions of the covenant on limitation on liens described 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 the covenant on limitation on liens described above and this covenant on limitation on sale and lease-back to be Debt subject to the provisions of the covenant on limitation on liens described above (which provisions include the exceptions set forth in clauses (i) through (vii) of such covenant); or

(ii) we 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 us 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 us or a Manufacturing Subsidiary of other comparable property.

Satisfaction, Discharge and Covenant Defeasance

We may terminate our obligations with respect to the Notes of any series under the Indenture (with the exception of specified provisions as provided in the Indenture), when:

(i) either:

- all Notes of such series previously authenticated and delivered have been delivered to the Trustee for cancellation; or
- all Notes of such series not previously delivered to the Trustee for cancellation (i) have become due and payable (whether at stated maturity, early redemption or otherwise), (ii) will become due and payable at their stated maturity within one year, or (iii) are to be called for redemption within one year under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee in our name and at our expense, and in each case, we have deposited or caused to be deposited with the Trustee as funds in trust solely for the benefit of the holders of the Notes of such series, an amount in cash or U.S. government obligations, or any combination thereof, sufficient to pay the principal of, and any premium and interest on, the Notes of such series to the date of deposit (in the case of Notes that have become due and payable) or the stated maturity date or redemption date thereof; and

(ii) we have paid or caused to be paid all other sums payable under the Indenture by us with respect to such series; and

(iii) we have delivered to the Trustee an officers' certificate and an opinion of counsel, each stating that all conditions precedent under the Indenture relating to the satisfaction and discharge of the Indenture with respect to such series have been complied with.

We may elect at any time to have our obligations under the Indenture discharged with respect to any series of Notes ("legal defeasance"). Legal defeasance means that we will be deemed to have paid and discharged the entire indebtedness represented by Notes of such series and the provisions of the Indenture relating to such series of Notes shall be satisfied and discharged and shall no longer be in effect, except for:

(i) the rights of holders of the Notes of such series to receive, solely from the funds deposited with the Trustee, payment of the principal of (and premium, if any) and interest when due;

(ii) our obligations with respect to the Notes of such series concerning issuing temporary Notes, registration of transfer of Notes, mutilated, destroyed, lost or stolen Notes, maintenance of an office or agency and money for security payments held in trust, and, if we shall have designated a redemption date, our obligations concerning the redemption of the Notes thereof;

(iii) the rights, powers, trusts, duties and immunities of the Trustee under the Indenture; and

(iv) the defeasance provisions of the Indenture.

In addition, we may elect at any time to have our obligations under certain covenants in the Indenture released with respect to any series of Notes ("covenant defeasance"). Any failure to comply with these obligations will not constitute an event of default with respect to Notes of such series.

The following are conditions to the applications of legal defeasance or covenant defeasance to any series of Notes:

(i) we must irrevocably have deposited or caused to be deposited with the Trustee as trust funds, specifically pledged as security for, and dedicated solely to the benefits of the holders of Notes of such series:

- money in an amount sufficient;
- U.S. government obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide, on or before the due date of any payment, money in an amount sufficient; or
- a combination of money and U.S. government obligations in an amount sufficient,

in each case, in the written opinion of a nationally recognized firm of independent certified public accountants, to pay and discharge the principal of (and premium, if any) and interest on Notes of such series at the stated maturity or redemption date;

(ii) in the case of legal defeasance, subject to certain exceptions, we have delivered to the Trustee an opinion of counsel to the effect that, based upon an Internal Revenue Service ruling or a change in law, the holders of the Notes of such series will not recognize gain or loss for federal income tax purposes as a result of the deposit, defeasance and discharge to be effected and will be subject to the same federal income tax as would be the case if the deposit, defeasance and discharge did not occur;

(iii) in the case of covenant defeasance, we have delivered to the Trustee an opinion of counsel to the effect that the holders of the Notes of such series will not recognize gain or loss for federal income tax purposes as a result of the deposit and covenant defeasance to be effected and will be subject to the same federal income tax as would be the case if the deposit and covenant defeasance did not occur;

(iv) the legal defeasance or covenant defeasance will not result in a breach or violation of, or constitute a default under, any material agreement or instrument to which we are a party or by which we are bound;

(v) no event of default or event that with notice or lapse of time would become an event of default with respect to the Notes of such series has occurred and is continuing at the date of such deposit or, with regard to any event of default relating to bankruptcy or insolvency, during the period ending on the 91st day after the date of such deposit;

(vi) the legal defeasance or covenant defeasance will not (i) cause the Trustee to have certain conflicting interests for purposes of the TIA with respect to the Notes of such series, or (ii) result in the trust arising from such deposit to constitute, unless it is qualified as, a regulated investment company under the Investment Company Act of 1940, as amended;

(vii) we have delivered to the Trustee an officers' certificate and an opinion of counsel stating that all conditions precedent with respect to the legal defeasance or covenant defeasance have been complied with; and

(viii) if we have deposited or caused to be deposited money or U.S. government obligations to pay or discharge the principal of (and premium, if any) and interest on the Notes of a series to and including a redemption date pursuant to clause (i) above, such redemption date shall be irrevocably designated by a board resolution delivered to the Trustee on or prior to the date of deposit of such money or U.S. government obligations, and such board resolution shall be accompanied by an irrevocable written request by us that the Trustee give notice of such redemption in our name, and at our expense, not less than 30 nor more than 60 days prior to such redemption date.

Consolidation, Merger or Sale of Assets

The Indenture provides that we may not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of our properties and assets to, any person (including any individual, corporation or partnership), unless:

(i) either (x) we shall be the continuing corporation or the successor corporation or (y) the person formed by such consolidation or into which we are merged or the person that acquires by conveyance, transfer or lease our properties and assets substantially as an entirety shall be a person organized and existing under the laws of the United States of America, any State thereof or the District of Columbia and shall expressly assume by a supplemental indenture the due and punctual payment of the principal of (and premium, if any) and interest on the Notes and the performance of our covenants under the Indenture;

(ii) immediately after giving effect to such transaction, no event of default and no event that, after notice or lapse of time or both, would become an event of default, shall have occurred and be continuing; and

(iii) we have delivered to the Trustee an officer's certificate and an opinion of counsel, each stating that such consolidation, merger, conveyance, transfer or lease and such supplemental indenture complies with these provisions (except that such opinion of counsel need not opine as to clause (ii) above).

In the event of any such consolidation or merger or any conveyance, transfer or lease of all or substantially all our properties and assets, any such successor will be substituted for, and may exercise every right and power of, us under the Indenture with the same effect as if it had been named in the Indenture as obligor.

Modification of the Indenture

The Indenture contains provisions permitting us and the Trustee to enter into one or more supplemental indentures for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Base Indenture or any supplemental indenture or of modifying in any manner the rights of the holders of the debt securities issued thereunder (including the Notes), with the consent of the holders of not less than a majority in aggregate principal amount of the debt securities of all series at the time outstanding under the Base Indenture which are affected by such supplemental indenture, voting as one class, *provided* that, without the consent of the holder of each Note so affected, no such supplemental indenture may:

(i) change the stated maturity of the principal of, or any installment of principal of or interest on, any Notes, or reduce the principal amount or premium, if any, thereof or the rate of interest thereon (or the amount of any installment of interest thereon) or any premium payable upon the redemption thereof, or change the method of calculating the rate of interest thereon, or change the coin or currency (or other property) in which, any Notes or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the stated maturity thereof (or, in the case of redemption, on or after the redemption date); or

(ii) reduce the percentage in principal amount of the Notes of any series, the consent of whose holders is required for any such supplemental indenture, or the consent of whose holders is required for any waiver of compliance with certain provisions of the Indenture or certain defaults under the Indenture and their consequences provided for in the Indenture; or

(iii) modify any of the provisions of the Indenture regarding the waiver of past defaults and the waiver of certain covenants by the holders of the Notes, except to increase any such percentage vote required or to

provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the holder of each Note affected thereby; or

(iv) modify any of the above provisions.

The Indenture contains provisions permitting us and the Trustee to enter into indentures supplemental to the Base Indenture, without the consent of the holders of the Notes, for any of the following purposes:

(i) to evidence the succession of another person to us and the assumption by any such successor of the covenants applicable to us under the Indenture and in the Notes; or

(ii) to add to the covenants applicable to us for the benefit of the holders of all or any series of the Notes, or to surrender any right or power herein conferred upon us; or

(iii) to add any additional events of default with respect to the Notes; or

(iv) to add to or change any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the issuance of debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons or to permit or facilitate the issuance of debt securities in uncertificated form; or

(v) to change or eliminate any of the provisions of the Indenture, or to add any new provision to the Indenture, in respect of one or more series of Notes; provided, however, that any such change, elimination or addition either (A) shall neither (i) apply to any Note created prior to the execution of such supplemental indenture and entitled to the benefit of such provision nor (ii) modify the rights of the holder of any such Note with respect to such provision or (B) shall become effective only when there is no such Notes outstanding; or

(vi) to add collateral security with respect to the Notes and to provide for the terms and conditions of release or substitution thereof; or

(vii) to establish the issuance of and establish the form, terms and conditions of any additional Notes as permitted by the Indenture; or

(viii) to provide for uncertificated Notes in addition to or in place of all, or any series of certificated Notes; or

(ix) to evidence and provide for the acceptance of appointment under the Indenture by a successor trustee and to add to or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts thereunder by more than one trustee, pursuant to the requirements of the Indenture; or

(x) to provide for a separate trustee or co-trustee; or

(xi) to change any place or places where (a) the principal of or premium, if any, or interest, if any, on all or any series of Notes shall be payable, (b) all or any series of Notes may be surrendered for registration or transfer, (c) all or any series of Notes may be surrendered for exchange and (d) notices and demands to us in respect of all or any series of Notes and the Indenture may be served; or

(xii) to supplement any of the provisions of the Indenture to such extent as shall be necessary to permit or facilitate the defeasance and discharge of the Notes, pursuant to the terms of the Indenture, provided that any such action shall not adversely affect the interests of the holders of Notes or any other series of debt securities in any material respect; or

(xiii) to add one or more guarantees for the benefit of the holders of the Notes under the Indenture or evidence the release, termination or discharge of any such guarantee when such release, termination or discharge is permitted under the Indenture; or

(xiv) to cure any ambiguity or to correct or supplement any provision contained in the Base Indenture or in any supplemental indenture that may be defective or inconsistent with any other provision contained in the Base Indenture or in any supplemental indenture; or

(xv) to make any other provisions with respect to matters or questions arising under the Indenture, provided that such action pursuant to this clause shall not adversely affect in any material respect the interests of the holders of the Notes or any debt securities outstanding on the date of such supplemental indenture.

The Indenture also permits us and the Trustee to enter into supplemental indentures, without the consent of the holders of the Notes, to implement certain changes to the Indenture if the TIA as in effect at the date of the Base Indenture or at any time thereafter becomes amended.

Events of Default

An event of default with respect to Notes of any series is defined in the Indenture as being any one of the following events:

(i) default in the payment of interest on any Notes of that series when it becomes due and payable, and continuance of such default for a period of 30 days;

(ii) default in the payment of the principal of (or premium, if any, on) any Notes of that series when due (and, in the case of technical or administrative difficulties, only if such default persists for a period of more than three business days);

(iii) default in the performance, or breach, of any of our covenants or warranties in the Indenture (other than covenants referred to in clause (i) and (ii) above and covenants solely for the benefit of one or more series of debt securities other than that series) and continuance of such default or breach for a period of 90 days after we have been given written notice of default from the Trustee or we and the Trustee have been given written notice of default from the holders of at least 25% in aggregate principal amount of the Notes of such series; or

(iv) certain events of bankruptcy, insolvency, reorganization, administration or similar proceedings with respect to us have occurred.

If an event of default under the Indenture with respect to any series of the Notes occurs and is continuing, then the Trustee or the holders of not less than 25% in aggregate principal amount of the outstanding Notes of such series may by written notice declare the principal amount of the Notes of such series to be due and payable immediately and upon such declaration such principal amount, together with all accrued and unpaid interest thereon, shall become immediately due and payable. If an event of default under the Indenture specified in clause (iv) above occurs, then the principal amount of all Notes and other debt securities under the Base Indenture will automatically become immediately due and payable, together with all accrued and unpaid interest thereon, without any declaration or other act on the part of the Trustee or any holders of the Notes.

At any time after a declaration of acceleration with respect to Notes of any series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee, the event or events of default giving rise to such declaration of acceleration shall, without further act, be deemed to have been waived, and such declaration and its consequence shall, without further act, be deemed to have been rescinded and annulled if (i) all events of default with respect to Notes of that series, other than nonpayment of the principal of and accrued and unpaid interest on the Notes of such series that has become due solely by such declaration of acceleration, have been cured or waived as provided in the Indenture, and (ii) we have paid or deposited irrevocably with the Trustee a sum sufficient to pay (A) all overdue interest of all Notes of such series, (B) the principal of (and premium, if any, on) any Notes of such series that have become due otherwise than by such declaration of acceleration, (C) to the extent lawful, interest upon overdue interest at the rates borne by the Notes of such series and (D) certain amounts due to the Trustee. The holders of not less than a majority in aggregate principal amount of the outstanding Notes of any series also have the right to waive past defaults with respect to such series, except a default in paying principal, premium (if any) or interest on any Note of that series, and except in respect of a covenant or a provision that cannot be modified or amended without the consent of all holders of the Notes of that series.

The Indenture imposes limitations on suits brought by holders of Notes against us. Except for actions for payment of overdue principal or interest, no holder of Notes of any series may institute any action against us with respect to the Indenture unless:

- the holder has previously given written notice to the Trustee of a continuing event of default with respect to the Notes of that series;
- the holders of not less than 25% in aggregate principal amount of the outstanding Notes of that series have made written request to the Trustee to institute the action;

- the requesting holders have offered the Trustee indemnity against the reasonable expenses and liabilities to be incurred in complying with the request;

- the Trustee has not instituted the action within 60 days of receipt of the request and offer of indemnity; and

- no direction inconsistent with the written request has been given to the Trustee during such 60-day period by the holders of a majority in aggregate principal amount of the outstanding Notes of that series.

If an event of default shall have occurred and be continuing in respect to any series of Notes, the holders of a majority in aggregate principal amount of the outstanding Notes of such series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred on the Trustee, with respect to the Notes of such series; provided, however, that if an event of default has occurred and is continuing with respect to more than one series of debt securities of equal ranking issued under the Base Indenture, the holders of a majority in aggregate principal amount of the outstanding debt securities of all such series of equal ranking, considered as one class, shall have the right to make such direction, and not the holders of the debt securities of any one of such series of equal ranking; provided, further that (1) such direction shall not be in conflict with any rule of law or with the Indenture, and (2) the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction.

Concerning our Relationship with the Trustee

The Bank of New York Mellon and its affiliates act as depositary for funds of, make loans to, act as trustee and perform certain other services for, certain of our affiliates and us in the normal course of its business. As trustee of various trusts, it has purchased our securities and those of certain of our affiliates.

THE EXCHANGE OFFER

The following contains a summary of the Exchange Offer, material provisions of the Registration Rights Agreement, and other important information.

Purpose and Effect of the Exchange Offer

On September 27, 2013, we entered into the Registration Rights Agreement with respect to the Old Notes pursuant to which we agreed, subject to certain exceptions, to:

(i) use commercially reasonable efforts to prepare and file a registration statement (the "Exchange Offer Registration Statement") with the SEC with respect to the Exchange Offer to exchange the New Notes for the Old Notes;

(ii) use commercially reasonable efforts to cause the Exchange Offer Registration Statement to be declared effective under the Securities Act on or prior to 365 days after September 27, 2013;

(iii) as soon as practicable after the effectiveness of the Exchange Offer Registration Statement (the ''Effectiveness Date''), offer the New Notes in exchange for surrender of the Old Notes; and

(iv) keep the Exchange Offer open for not less than 20 Business Days (or longer if required by applicable law) after the date notice of the Exchange Offer is mailed to the holders of the Old Notes.

The Registration Rights Agreement further provides that, in the event that with respect to the Old Notes:

(i) applicable interpretations of the staff of the SEC do not permit us to effect such an Exchange Offer;

(ii) for any other reason we do not consummate the Exchange Offer within 395 days of September 27, 2013;

(iii) an initial purchaser in the private placement of the Old Notes shall notify us on or before the 30th day following consummation of the Exchange Offer that Old Notes held by it are not eligible to be exchanged for New Notes in the Exchange Offer; or

(iv) certain holders are prohibited by law or SEC policy from participating in the Exchange Offer or may not resell the New Notes acquired by them in the Exchange Offer to the public without delivering a prospectus and such holders notify us in writing on or before the 30th day following consummation of the Exchange Offer,

then, we will be required with respect to the Old Notes to, subject to certain exceptions, (i) (A) in the case of clauses (i) and (ii) above, use our commercially reasonable efforts to cause a shelf registration statement covering resales of the Old Notes or the New Notes, as the case may be (the "Shelf Registration Statement") to be declared effective under the Securities Act on or prior to the 365th day after September 27, 2013 and (B) in the case of clauses (iii) or (iv) above, use our commercially reasonable efforts to cause the Shelf Registration Statement to be declared effective under the Securities Act as promptly as possible after completion of the Exchange Offer; and (ii) keep the Shelf Registration Statement effective until the earliest of (A) the time when the Old Notes covered by the Shelf Registration Statement can be sold pursuant to Rule 144 without any limitations under clauses (c), (e), (f) and (h) of Rule 144, and (B) the date on which all Old Notes registered thereunder are disposed of in accordance therewith.

The Registration Rights Agreement provided that we will, in the event a Shelf Registration Statement is filed, among other things, be required to provide to each holder for whom such Shelf Registration Statement was filed copies of the prospectus which is a part of the Shelf Registration Statement, notify each such holder when the Shelf Registration Statement has become effective and take certain other actions as are required to permit unrestricted resales of the Old Notes or the New Notes, as the case may be. A holder selling such Old Notes or New Notes pursuant to the Shelf Registration Statement generally would be required to be named as a selling securityholder in the related prospectus and to deliver a prospectus to purchasers, will be subject to certain of the civil liability provisions under the Securities Act in connection with such sales and will be bound by the provisions of the Registration Rights Agreement that are applicable to such holder (including certain indemnification obligations). We may require each holder requesting to be named as a selling securityholder to furnish to us such information regarding the holder and the distribution of the Old Notes or New Notes by the holder as we may from time to time reasonably require for the inclusion of the holder in the Shelf Registration Statement, including requiring the holder to properly complete and execute such selling securityholder notice and questionnaires, and any amendments or supplements

thereto, as we may reasonably deem necessary or appropriate. We may refuse to name any holder as a selling securityholder that fails to provide us with such information.

The Registration Rights Agreement provides that we may be required to pay additional cash interest to the holders of the Notes, subject to certain exceptions,

(i) if any such registration statement is not declared effective by the SEC on or prior to 365 days after September 27, 2013 (the "Effectiveness Target Date"); or

(ii) if we fail to consummate the Exchange Offer within 30 Business Days of the Effectiveness Target Date with respect to the Exchange Offer Registration Statement; or

(iii) if after the Exchange Offer Registration Statement or the Shelf Registration Statement, as the case may be, is declared effective, such Registration Statement thereafter ceases to be effective or usable (subject to certain exceptions) (each such event referred to in the preceding clauses (i) through (iii), a "Registration Default");

from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured.

The rate of the additional interest will be 0.25% per annum for the first 90-day period immediately following the occurrence of a Registration Default, and such rate will increase by an additional 0.25% per annum with respect to each subsequent 90-day period until all Registration Defaults have been cured, up to a maximum additional interest rate of 0.50% per annum. We will pay such additional interest on regular interest payment dates. Such additional interest will be in addition to any other interest payable from time to time with respect to the Notes. We will provide the Trustee with written notice if such additional interest will be accruing with respect to the Notes following a Registration Default.

Notwithstanding the foregoing, we will be entitled to suspend the occurrence of a registration default in the case of a Shelf Registration Statement covering resales of the Notes that has been declared effective in the case such Shelf Registration Statement ceases to be effective, if (a) we determine in our good faith judgment that the disclosure of any event which makes any statement made in such Shelf Registration Statement untrue in any material respect or which requires the making of any changes in such Shelf Registration Statement in order to make the statements therein not misleading at such time would have a material adverse effect on our business, operations or prospects, or the disclosure otherwise relates to a pending material business transaction that has not yet been publicly disclosed, and (b) such Shelf Registration Statement is suspended for not longer than 90 consecutive days or more than three times during any calendar year.

All references in the Indenture, in any context, to any interest or other amount payable on or with respect to the Notes shall be deemed to include any additional interest payable pursuant to the Registration Rights Agreement.

The above summary of the Registration Rights Agreement is not complete and is subject to the terms of the Registration Rights Agreement, which is incorporated herein by reference. You should read the Registration Rights Agreement for the provisions which may be important to you. A copy of the Registration Rights Agreement has been filed as an exhibit to the registration statement of which this prospectus forms a part.

Terms of the Exchange Offer

General

Upon the terms and subject to the conditions set forth in this prospectus and the accompanying letter of transmittal, up to $1,5000,000,000 aggregate principal amount of Old 2018 Notes, up to $1,500,000,000 aggregate principal amount of Old 2023 Notes and up to $1,500,000,000 aggregate principal amount of Old 2043 Notes validly tendered and not withdrawn prior to 5:00 p.m., New York City time, on the expiration date will be accepted for exchange. We will issue corresponding New 2018 Notes, New 2023 Notes and New 2043 Notes in exchange for an equal principal amount of outstanding Old 2018 Notes, Old 2023 Notes and Old 2043 Notes, respectively, accepted in the Exchange Offer. You may only tender Old Notes in minimum denominations of $2,000 and any integral multiple of $1,000 in excess thereof. This prospectus, together with the letter of transmittal, are being sent to all registered holders of Old Notes as of   , 2014. The Exchange Offer is not conditioned upon any minimum principal amount of Old Notes being tendered for exchange. However, our obligation to accept Old Notes for exchange pursuant to the Exchange Offer is subject to certain customary conditions as set forth below under "—Conditions." There will be no fixed record date for determining registered holders of Old Notes entitled to participate in the Exchange Offer.

The Old Notes shall be deemed to have been accepted as validly tendered when, as and if we have given oral or written notice of such acceptance to the Exchange Agent. The Exchange Agent will act as agent for the tendering holders of the Old Notes for the purposes of receiving the New Notes from us and delivering New Notes to such holders.

Based on interpretations by the staff of the SEC as set forth in no-action letters issued to third parties (including *Exxon Capital Holdings Corporation* (available May 13, 1988), *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *K-111 Communications Corporation* (available May 14, 1993), and *Shearman & Sterling* (available July 2, 1993)), we believe that the New Notes issued pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by any holder of such New Notes, other than any such holder that is a broker-dealer, without compliance with the registration and prospectus delivery requirements of the Securities Act, provided that:

- such holder is not our "affiliate" (as defined in Rule 405 of the Securities Act);
- such New Notes are acquired in the ordinary course of business;
- such holder has no arrangement or understanding with any person to participate in a distribution of such New Notes (within the meaning of the Securities Act);
- such holder is not engaged in, and does not intend to engage in, a distribution of such New Notes; and
- such holder is not acting on behalf of any person who could not truthfully make the foregoing representations.

We have not sought and do not intend to seek a no-action letter from the staff of the SEC with respect to the effects of the Exchange Offer, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the New Notes as it has in previous no-action letters.

By tendering the Old Notes in exchange for New Notes and executing the letter of transmittal, you will represent to us that:

- any New Notes to be received by you will be acquired in the ordinary course of business;
- you have no arrangements or understandings with any person to participate in the distribution of the New Notes (within the meaning of the Securities Act);
- you are not our "affiliate" (as defined in Rule 405 of the Securities Act);
- if you are a broker-dealer, you will receive the New Notes for your own account in exchange for the Old Notes acquired as a result of market-making activities or other trading activities and that you will deliver a prospectus in connection with any resale of New Notes (see "Plan of Distribution");
- if you are not a broker-dealer, you are not engaged in and do not intend to engage in the distribution of the New Notes; and
- you are not acting on behalf of any person that could not truthfully make any of the foregoing representations contained in this paragraph.

If you are unable to make the foregoing representations, you may not rely on the applicable interpretations of the staff of the SEC and must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction unless such sale is made pursuant to an exemption from such requirements.

Each broker-dealer that holds Old Notes for its own account as a result of market-making activities or other trading activities and receives New Notes pursuant to the Exchange Offer must represent that it will deliver a prospectus in connection with any resale of such New Notes. By so representing and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes, where such Old Notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after the date of completion of the Exchange Offer, we will make this prospectus, as amended and/or supplemented, available to any such broker-dealer for use in connection with any such resale. See "Plan of Distribution."

Upon expiration of the Exchange Offer, any Old Notes not tendered will remain outstanding and continue to accrue interest at their respective per annum rate of return, but, with limited exceptions, holders of Old Notes who do not exchange their Old Notes for New Notes pursuant to the Exchange Offer will no longer be entitled to registration rights and will not be

able to offer or sell their Old Notes unless such Old Notes are subsequently registered under the Securities Act, except pursuant to an exemption from or in a transaction not subject to, the Securities Act and applicable state securities laws. With limited exceptions, we will have no obligation to effect a subsequent registration of the Old Notes.

Expiration Date; Extensions; Amendments; Termination

The expiration date for the Exchange Offer shall be 5:00 p.m., New York City time, on , 2014, unless we, in our sole discretion, extend the Exchange Offer, in which case the expiration date for the Exchange Offer shall be the latest date and time to which the Exchange Offer has been extended.

To extend an expiration date, we will notify the Exchange Agent of any extension by oral or written notice and will notify the remaining holders of the Old Notes by means of a press release or other public announcement prior to 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration date for the Exchange Offer. Such an announcement may state that we are extending the Exchange Offer for a specified period of time.

In relation to the Exchange Offer, we reserve the right to:

(1) extend the Exchange Offer, delay acceptance of any Old Notes due to an extension of the Exchange Offer or terminate the Exchange Offer and not permit acceptance of Old Notes not previously accepted if any of the conditions set forth under "—Conditions" shall have occurred and shall not have been waived by us prior to 5:00 p.m., New York City time, on such expiration date, by giving oral or written notice of such delay, extension or termination to the Exchange Agent, or

(2) amend the terms of the Exchange Offer in any manner deemed by us to be advantageous to the holders of the Old Notes.

Any such delay in acceptance, extension, termination or amendment will be followed as promptly as practicable by oral or written notice of such delay, extension, termination or amendment to the Exchange Agent. If the terms of the Exchange Offer are amended in a manner determined by us to constitute a material change, we will promptly disclose such amendment in a manner reasonably calculated to inform you of such amendment, and we will extend the Exchange Offer so that at least five business days remain in the Exchange Offer from the date notice of such material change is given.

Without limiting the manner in which we may choose to make public an announcement of any delay, extension or termination of the Exchange Offer, we shall have no obligations to publish, advertise or otherwise communicate any such public announcement, other than by making a timely release to an appropriate news agency.

Procedures for Tendering the Old Notes

Except as set forth below, a holder of Old Notes who wishes to tender Old Notes for exchange must, at or prior to 5:00 p.m., New York City time, on the expiration date:

- complete, sign and date the letter of transmittal, or a facsimile of such letter of transmittal, have the signatures on such letter of transmittal guaranteed if required by such letter of transmittal, and mail or otherwise deliver such letter of transmittal or such facsimile, together with all other documents required by such letter of transmittal, to the Exchange Agent at the address set forth below under "—Exchange Agent;" or
- comply with the Automated Tender Offer Program procedures of DTC, as described below.

In addition, either:

- the Exchange Agent must receive the certificates for the Old Notes along with the letter of transmittal;
- prior to the expiration of the Exchange Offer, the Exchange Agent must receive a timely confirmation of book-entry transfer of the Old Notes being tendered into its account at DTC according to the procedure for book-entry transfer described below, along with the letter of transmittal or a properly transmitted agent's message; or
- the holder must comply with the guaranteed delivery procedures described below.

We will only issue New Notes in exchange for Old Notes that are timely and properly tendered. The method of delivery of Old Notes, the letter of transmittal and all other required documents is at the election and risk of the holder. Rather than mail these items, we recommend that you use an overnight or hand-delivery service. If delivery is by mail, we recommend that you use registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery and should carefully follow the instructions on how to tender the Old Notes. You should not send Old Notes, the

letter of transmittal or any other required documents to us. Instead, you must deliver all Old Notes, the letter of transmittal and any other documents to the Exchange Agent at its address set forth below under "—Exchange Agent."

Your tender of Old Notes and our acceptance thereof will constitute a binding agreement between you and us in accordance with the terms and subject to the conditions set forth in this prospectus and in the letter of transmittal.

If you are a beneficial owner of Old Notes that are registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender, you should contact such registered holder promptly and instruct such registered holder to tender on your behalf.

Signatures on a letter of transmittal or a notice of withdrawal, as the case may be, must be guaranteed by a member in good standing of a recognized signature medallion program or an eligible guarantor institution identified in Rule l7Ad-15 under the Exchange Act (including any of the following firms (as these terms are used in Rule 17Ad-15): (a) a bank; (b) a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker; (c) a credit union; (d) a national securities exchange, registered securities association or clearing agency; or (e) a savings association); unless the Old Notes surrendered for exchange are tendered:

- by a registered holder of Old Notes who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible guarantor institution.

If a letter of transmittal is signed by a person other than the registered holder of Old Notes listed on the Old Notes, the Old Notes must be endorsed or accompanied by a properly completed bond power. The bond power must be signed by the registered holder as the registered holder's name appears on the Old Notes and an eligible guarantor institution must guarantee the signature on the bond power.

If a letter of transmittal or any certificates representing Old Notes or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and unless waived by us, submit with such letter of transmittal evidence satisfactory to us of their authority to so act.

The Exchange Agent and DTC have confirmed that any financial institution that is a participant in DTC's system may use its Automated Tender Offer Program to tender Old Notes. Participants in the program may, instead of physically completing and signing the letter of transmittal and delivering it to the Exchange Agent, electronically transmit an acceptance of the exchange by causing DTC to transfer such Old Notes to the Exchange Agent in accordance with its Automated Tender Offer Program procedures for transfer and causing DTC to send an agent's message to the Exchange Agent. The term "agent's message" means a message transmitted by DTC, received by the Exchange Agent and forming part of the book-entry confirmation, which states that:

- DTC has received an express acknowledgment from a participant in its Automated Tender Offer Program that such participant is tendering Old Notes that are the subject of the book-entry confirmation;
- the participant has received and agrees to be bound by the terms of the letter of transmittal, or, in the case of an agent's message relating to guaranteed delivery, such participant has received and agrees to be bound by the notice of guaranteed delivery; and
- we may enforce that agreement against such participant.

Book-Entry Transfer

Promptly after the date of this prospectus, the Exchange Agent will make a request to establish accounts with respect to the Old Notes at DTC as book-entry transfer facility for tenders of the Old Notes. Subject to the establishment thereof, any financial institution that is a participant in DTC's system may make book-entry delivery of Old Notes by causing DTC to transfer such Old Notes into the Exchange Agent's account for such Old Notes at DTC in accordance with DTC's procedures for transfer. In addition, although delivery of Old Notes may be effected through book-entry transfer into the Exchange Agent's account at DTC, the letter of transmittal or a facsimile thereof, together with any required signature guarantees and any other required documents, or an agent's message in compliance with DTC's Automated Tender Offer Program, must in any case be transmitted to and received by the Exchange Agent at its address set forth below under "-Exchange Agent" prior to 5:00 p.m., New York City time, on the expiration date, or the guaranteed delivery procedures described below must be complied with. Delivery of documents to the DTC does not constitute delivery to the Exchange Agent.

Acceptance of the Old Notes for Exchange; Delivery of the New Notes

Upon satisfaction or waiver of all of the conditions to the Exchange Offer, all Old Notes properly tendered will be accepted and New Notes will be issued promptly after the expiration date. See "—Conditions." For purposes of the Exchange Offer, the Old Notes shall be deemed to have been accepted as validly tendered for exchange when, as and if we have given oral or written notice thereof to the Exchange Agent.

For Old Notes accepted for exchange, the holder of such Old Note will receive a New Note having a principal amount equal to that of the surrendered Old Note.

In all cases, issuance of New Notes for Old Notes that are accepted for exchange pursuant to the Exchange Offer will be made only after timely receipt by the Exchange Agent of:

- certificates for such Old Notes or a timely book-entry confirmation of such Old Notes into the Exchange Agent's account at DTC; and
- a properly completed and duly executed letter of transmittal and all other required documents or a properly transmitted agent's message.

If any tendered Old Notes are not accepted for any reason set forth in the terms and conditions of the Exchange Offer, such unaccepted or such non-exchanged Old Notes will be returned without expense to the tendering holder of such Old Notes, if in certificated form, or credited to an account maintained with DTC promptly after the expiration or termination of the Exchange Offer.

All questions as to the validity, form, eligibility, time of receipt and withdrawal of the tendered Old Notes will be determined by us in our sole discretion, such determination being final and binding on all parties. We reserve the absolute right to reject any and all Old Notes not properly tendered or any Old Notes which, if accepted, would, in the opinion of counsel for us, be unlawful. We also reserve the absolute right to waive any irregularities or defects with respect to tender as to particular Old Notes. Our interpretation of the terms and conditions of the Exchange Offer, including the instructions in the letter of transmittal, will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as we shall determine. Neither we, the Exchange Agent nor any other person shall be under any duty to give notification of defects or irregularities with respect to tenders of Old Notes, nor shall any of them incur any liability for failure to give such notification. Tenders of Old Notes will not be deemed to have been made until such irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned without cost to such holder by the Exchange Agent, unless otherwise provided in the letter of transmittal, promptly following the expiration date.

In addition, we reserve the right in our sole discretion, subject to the provisions of the Indenture pursuant to which the New Notes and the Old Notes are issued:

- to purchase or make offers for Old Notes that remain outstanding subsequent to the expiration date;
- to redeem the New Notes and Old Notes as a whole or in part at any time and from time to time, as set forth under "Description of the New Notes —Optional Redemption;" and
- to the extent permitted under applicable law, to purchase the New Notes and Old Notes in the open market, in privately negotiated transactions or otherwise.

The terms of any such purchases or offer could differ from the terms of the Exchange Offer.

Guaranteed Delivery Procedures

Holders who wish to tender their Old Notes and (1) whose Old Notes are not immediately available, (2) who cannot deliver their Old Notes, the letter of transmittal or any other required documents to the Exchange Agent or (3) who cannot complete the procedures for book-entry transfer for Old Notes on a timely basis, may effect a tender if:

- the tender is made through an eligible guarantor institution within the meaning of Rule 17Ad-15 under the Exchange Act;
- prior to the expiration date, the Exchange Agent receives from such eligible guarantor institution either a properly completed and duly executed notice of guaranteed delivery by facsimile transmission, mail or hand delivery or a properly transmitted agent's message and notice of guaranteed delivery which

(1) sets forth the name and address of the holder of the Old Notes and the principal amount of Old Notes tendered;

(2) states the tender is being made thereby; and

(3) guarantees that within three New York Stock Exchange, or "NYSE," trading days after the expiration date, the letter of transmittal, or facsimile thereof, together with the certificates for all physically tendered Old Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and any other documents required by the letter of transmittal will be deposited by the eligible guarantor institution with the Exchange Agent; and

- the properly completed and executed letter of transmittal or facsimile thereof, as well as the certificates for all physically tendered Old Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and all other documents required by the letter of transmittal are received by the Exchange Agent within three NYSE trading days after the expiration date.

Withdrawal of Tenders

Tenders of Old Notes may be withdrawn at any time prior to 5:00 p.m., New York City time, on the expiration date.

For a withdrawal to be effective, the Exchange Agent must receive a written notice (which may be by telegram, facsimile or letter) of withdrawal prior to 5:00 p.m., New York City time, on the expiration date at its address set forth below under "—Exchange Agent" or you must comply with the appropriate procedures of DTC's Automated Tender Offer Program system. Any such notice of withdrawal must:

- specify the name of the person having tendered the Old Notes to be withdrawn;
- identify the Old Notes to be withdrawn, including the certificate numbers and the principal amount of such Old Notes, or, in the case of Old Notes tendered by book-entry transfer, specify the name and number of the account at DTC from which the Old Notes were tendered and specify the name and number of the account at DTC to be credited with the withdrawn Old Notes and otherwise comply with the procedures of DTC;
- contain a statement that such holder is withdrawing its election to have such Old Notes exchanged;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such Old Notes were tendered, including any required signature guarantees, or be accompanied by documents of transfer to have the trustee with respect to the Old Notes register the transfer of such Old Notes in the name of the person withdrawing the tender; and
- specify the name in which such Old Notes are registered, if different from the person who tendered such Old Notes.

If certificates for the Old Notes have been delivered or otherwise identified to the Exchange Agent, then, prior to the release of such certificates, you must also submit:

- the serial numbers of the particular certificates to be withdrawn; and
- a signed notice of withdrawal with signatures guaranteed by an eligible guarantor institution unless you are an eligible guarantor institution.

All questions as to the validity, form, eligibility and time of receipt of such notice will be determined by us, in our sole discretion, such determination being final and binding on all parties. Any Old Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Old Notes which have been tendered for exchange but which are not exchanged for any reason will be returned to the tendering holder of such notes without cost to such holder, in the case of physically tendered Old Notes, or credited to an account maintained with the DTC for the Old Notes promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Old Notes may be retendered by following one of the procedures described above under "—Procedures for Tendering the Old Notes" at any time on or prior to 5:00 p.m., New York City time, on the expiration date.

Conditions

Notwithstanding any other provision in the Exchange Offer, we shall not be required to accept for exchange, or to issue New Notes in exchange for, any Old Notes and may terminate or amend the Exchange Offer if at any time prior to 5:00 p.m., New York City time, on the expiration date, we determine in our reasonable judgment that:

- the Exchange Offer violates applicable law or any applicable interpretation of the staff of the SEC;

- an action or proceeding has been instituted or threatened in any court or by any governmental agency with respect to the Exchange Offer (other than any such actions or proceedings that we believe in good faith will not materially adversely affect our ability to consummate the Exchange Offer) or a material adverse development shall have occurred with respect to GM; and
- any governmental approval has not been obtained, which approval we deem necessary for the consummation of the Exchange Offer.

In addition, we will not be obligated to accept for exchange the Old Notes of any holder that has not made to us:

- the representations described under "—Terms of the Exchange Offer—General;" or
- any other representations as may be reasonably necessary under applicable SEC rules, regulations or interpretations in order for a registration statement on Form S-4 to be an appropriate form for registration of the New Notes under the Securities Act.

In addition, we will not accept for exchange any Old Notes tendered, and no New Notes will be issued in exchange for any such Old Notes, if at any such time any stop order shall be threatened or in effect with respect to the registration statement of which this prospectus constitutes a part or the qualification of the Indenture governing the New Notes under the TIA. Pursuant to the Registration Rights Agreement, we are required to use our commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of the registration statement at the earliest possible moment and provide prompt notice to each holder of Notes of the withdrawal of any such order.

The foregoing conditions are for our sole benefit and may be asserted by us regardless of the circumstances giving rise to any such condition or may be waived by us in whole or in part at any time and from time to time, prior to the expiration date, in our reasonable discretion. Our failure at any time to exercise any of the foregoing rights prior to 5:00 p.m., New York City time, on the expiration date shall not be deemed a waiver of any such right and each such right shall be deemed an ongoing right which may be asserted at any time and from time to time prior to 5:00 p.m., New York City time, on the expiration date. If we waive any of the foregoing conditions to the Exchange Offer and determine that such waiver constitutes a material change, we will extend the Exchange Offer so that at least five business days remain in the Exchange Offer from the date notice of such material change is given.

Absence of Dissenters' Rights

Holders of the Old Notes do not have any appraisal or dissenters' rights in connection with the Exchange Offer.

Exchange Agent

The Bank of New York Mellon has been appointed as exchange agent for the Exchange Offer of the New Notes for the Old Notes. The Bank of New York Mellon also acts as trustee under the Indenture governing the Old Notes, which is the same indenture that will govern the New Notes. Questions and requests for assistance and requests for additional copies of this prospectus, the letter of transmittal or other available documentation should be directed to the exchange agent addressed as follows:

By hand delivery, mail or overnight courier at:

The Bank of New York Mellon
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Dacia Brown-Jones

By Facsimile:
(732) 667-9408

For Confirmation by Telephone:
(315) 414-3349

If you deliver the letter of transmittal to an address other than the one set forth above or transmit instructions via facsimile to a number other than the one set forth above, that delivery or those instructions will not be effective.

Fees and Expenses

The expenses of soliciting tenders pursuant to the Exchange Offer will be borne by us. We will not make any payments to or extend any commissions or concessions to any broker or dealer. We will, however, pay the Exchange Agent reasonable and customary fees for its services and will reimburse the Exchange Agent for its reasonable out-of-pocket expenses. We may also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of the prospectus and related documents to the beneficial owners of the Old Notes and in handling or forwarding tenders for exchange.

The expenses to be incurred by us in connection with the Exchange Offer will be paid by us, including fees and expenses of the Exchange Agent and Trustee and accounting, legal, printing and related fees and expenses.

We will pay all transfer taxes, if any, applicable to the exchange of the New Notes for the respective Old Notes pursuant to the Exchange Offer. If, however, the New Notes or the Old Notes for principal amounts not tendered or accepted for exchange are to be registered or issued in the name of any person other than the registered holder of the Old Notes tendered, or if tendered Old Notes are registered in the name of any person other than the person signing the letter of transmittal, or if a transfer tax is imposed for any reason other than the exchange of the New Notes for the respective Old Notes pursuant to the Exchange Offer, then the amount of any such transfer taxes imposed on the registered holder or any other persons will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted with the letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

Federal Income Tax Consequences

We believe that the exchange of the New Notes for the respective Old Notes will not constitute a taxable exchange for U.S. federal income tax purposes. See “Certain U.S. Federal Tax Considerations.”

Accounting Treatment

The New Notes will be recorded at the same value as the Old Notes, as reflected in our accounting records on the date of completion of the Exchange Offer. Accordingly, we will not recognize any gain or loss for accounting purposes as a result of the Exchange Offer.

Consequences of Failure to Exchange

Holders of Old Notes who do not exchange their Old Notes for New Notes pursuant to the Exchange Offer will continue to hold Old Notes. Any Old Notes not exchanged for New Notes pursuant to the Exchange Offer by a holder who was eligible to participate in the Exchange Offer will continue to accrue interest but will not retain any rights under the Registration Rights Agreement. In addition, holders of Old Notes after the completion of the Exchange Offer will continue to be subject to the restrictions on transfer of such Old Notes as set forth in the legend on such Old Notes as a consequence of the issuance of the Old Notes pursuant to exemptions from, or in transactions not subject to, the registration requirements of the Securities Act and applicable state securities laws, and as otherwise set forth in the offering memorandum distributed in connection with the private placement of the Old Notes. In general, the Old Notes may only be offered or sold in transactions that are exempt from or not subject to the registration requirements of the Securities Act and other applicable state securities laws. To the extent that Old Notes are tendered and accepted pursuant to the Exchange Offer, there may be little or no trading market for untendered and tendered but unaccepted Old Notes. Restrictions on transfer will make the Old Notes less attractive to potential investors than the New Notes.

Other

Participating in the Exchange Offer is voluntary, and you should carefully consider whether to accept. You are urged to consult your financial and tax advisors in making your own decision on what action to take.

We may in the future seek to acquire untendered Old Notes in open market or privately negotiated transactions, through a subsequent exchange offer or otherwise. However, we have no present plans to acquire any Old Notes that are not tendered in the Exchange Offer or to file a registration statement to permit resales of any untendered Old Notes.

Special Notice Regarding Canadian Securities Laws Compliance

Canadian holders wishing to participate in the Exchange Offer must review and follow the instructions and procedures set forth in Appendix A - “Special Procedures and Requirements for Canadian Holders” attached hereto. Any holder that does not follow the procedures and requirements for Canadian holders set forth in Appendix A will be deemed to represent and warrant

that it is not located or resident in any province or territory of Canada. The special procedures and requirements for Canadian holders in Appendix A are in addition to all of the other instructions and requirements set out in this prospectus.

BOOK-ENTRY; DELIVERY AND FORM OF THE NEW NOTES

The Global Notes

The New Notes will be issued in the form of several registered notes in global form, without interest coupons, (the “Global Notes”), in minimum denominations of $2,000 and in integral multiples of $1,000 in excess thereof. Upon issuance, the Global Notes will be deposited with the Trustee as custodian for The Depository Trust Company (“DTC”) and registered in the name of Cede & Co., as nominee of DTC.

Ownership of beneficial interests in the Global Notes will be limited to persons who have accounts with DTC (“DTC participants”) or persons who hold interests through DTC participants. We expect that under procedures established by DTC:

- upon deposit of the Global Notes with DTC’s custodian, DTC will credit portions of the principal amount of the Global Notes to the respective accounts of the DTC participants; and
- ownership of beneficial interests in the Global Notes will be shown on, and transfer of ownership of those interests will be effected only through, records maintained by DTC (with respect to interests of DTC participants) and the records of DTC participants or persons who hold interests through DTC participants (with respect to other owners of beneficial interests in the Global Notes).

Beneficial interests in the Global Notes may not be exchanged for New Notes in physical, certificated form except in the limited circumstances described below.

Exchanges among the Global Notes

Beneficial interests in one Global Note may generally be exchanged for interests in another Global Note. Depending upon which Global Note interests are being transferred, the Trustee may require that the seller provide certain written certifications in the form provided in the Indenture.

A beneficial interest in a Global Note that is transferred to a person who takes delivery through another Global Note will, upon transfer, become subject to any transfer restrictions and other procedures applicable to beneficial interests in the other Global Note.

Book-Entry Procedures for the Global Notes

All interests in the Global Notes will be subject to the operations and procedures of DTC and, as applicable, Euroclear Bank S.A./N.V. (“Euroclear”) and Clearstream Banking, *société anonyme* (“Clearstream”). We provide the following summaries of those operations and procedures solely for the convenience of investors. The operations and procedures of each settlement system are controlled by that settlement system and may be changed at any time. We are not responsible for those operations or procedures.

DTC has advised us that it is:

- a limited purpose trust company organized under the laws of the State of New York;
- a “banking organization” within the meaning of the New York Banking Law;
- a member of the Federal Reserve System;
- a “clearing corporation” within the meaning of the New York Uniform Commercial Code; and
- a “clearing agency” registered under Section 17A of the Exchange Act.

DTC was created to hold securities for its participants and to facilitate the clearance and settlement of securities transactions between its participants through electronic book-entry changes to the accounts of its participants. DTC’s participants include securities brokers and dealers; banks and trust companies; clearing corporations and other organizations. Indirect access to DTC’s system is also available to others such as banks, brokers, dealers and trust companies; these indirect participants clear through or maintain a custodial relationship with a DTC participant, either directly or indirectly. Investors who are not DTC participants may beneficially own securities held by or on behalf of DTC only through DTC participants or indirect participants in DTC.

So long as DTC's nominee is the registered owner of a Global Note, that nominee will be considered the sole owner or holder of the New Notes represented by that Global Note for all purposes under the Indenture. Except as provided below, owners of beneficial interests in a Global Note:

- will not be entitled to have the New Notes represented by the Global Note registered in their names;
- will not receive or be entitled to receive physical, certificated New Notes; and
- will not be considered the owners or holders of the New Notes under the Indenture for any purpose, including with respect to the giving of any direction, instruction or approval to the Trustee under the Indenture.

As a result, each investor who owns a beneficial interest in a Global Note must rely on the procedures of DTC to exercise any rights of a holder of the New Notes under the Indenture (and, if the investor is not a participant or an indirect participant in DTC, on the procedures of the DTC participant through which the investor owns its interest).

Payments of principal, premium, if any, and interest with respect to the New Notes represented by a Global Note will be made on behalf of GM by the Trustee or other paying agent to DTC's nominee as the registered holder of the Global Note. Neither we nor the Trustee will have any responsibility or liability for the payment of amounts to owners of beneficial interests in a Global Note, for any aspect of the records relating to or payments made on account of those interests by DTC, or for maintaining, supervising or reviewing any records of DTC relating to those interests.

Payments by participants and indirect participants in DTC to the owners of beneficial interests in a Global Note will be governed by standing instructions and customary industry practice and will be the responsibility of those participants or indirect participants and DTC.

Transfers between participants in DTC will be effected under DTC's procedures and will be settled in same-day funds. If the laws of a jurisdiction require that certain persons take physical delivery of securities in definitive form, the ability to transfer beneficial interests in a Global Note to such persons may be limited. Because DTC can only act on behalf of participants, who in turn act on behalf of indirect participants and certain banks, the ability of a person holding a beneficial interest in a Global Note to pledge its interest to a person or entity that does not participate in the DTC system, or otherwise take actions in respect of its interest, may be affected by the lack of a physical security. Transfers between participants in Euroclear or Clearstream will be effected in the ordinary way under the rules and operating procedures of those systems.

Cross-market transfers between DTC participants, on the one hand, and Euroclear or Clearstream participants, on the other hand, will be effected within DTC through the DTC participants that are acting as depositaries for Euroclear and Clearstream. To deliver or receive an interest in a Global Note held in a Euroclear or Clearstream account, an investor must send transfer instructions to Euroclear or Clearstream, as the case may be, under the rules and procedures of that system and within the established deadlines of that system. If the transaction meets its settlement requirements, Euroclear or Clearstream, as the case may be, will send instructions to its DTC depositary to take action to effect final settlement by delivering or receiving interests in the relevant Global Notes in DTC, and making or receiving payment under normal procedures for same-day funds settlement applicable to DTC. Euroclear and Clearstream participants may not deliver instructions directly to the DTC depositaries that are acting for Euroclear or Clearstream.

Because of time zone differences, the securities account of a Euroclear or Clearstream participant that purchases an interest in a Global Note from a DTC participant will be credited on the business day for Euroclear or Clearstream immediately following the DTC settlement date. Cash received in Euroclear or Clearstream from the sale of an interest in a Global Note to a DTC participant will be received with value on the DTC settlement date but will be available in the relevant Euroclear or Clearstream cash account as of the business day for Euroclear or Clearstream following the DTC settlement date.

DTC, Euroclear and Clearstream have agreed to the above procedures to facilitate transfers of interests in the Global Notes among participants in those settlement systems. However, the settlement systems are not obligated to perform these procedures and may discontinue or change these procedures at any time. Neither we nor the Trustee will have any responsibility for the performance by DTC, Euroclear or Clearstream or their participants or indirect participants of their obligations under the rules and procedures governing their operations.

Certificated New Notes

New Notes in physical, certificated form will be issued and delivered to each person that DTC identifies as a beneficial owner of the related New Notes only if:

- DTC notifies us at any time that it is unwilling or unable to continue as depositary for the Global Notes and a successor depositary is not appointed within 90 days;
- DTC ceases to be registered as a clearing agency under the Exchange Act and a successor depositary is not appointed within 90 days;
- we, at our option, notify the Trustee that we elect to cause the issuance of certificated notes; or
- events of default under the Indenture should occur and be continuing.

CERTAIN U.S. FEDERAL TAX CONSIDERATIONS

The following is a general discussion of certain U.S. federal income tax considerations (and in the case of Non-U.S. Holders (as defined below), estate tax considerations) relating to the exchange of Old Notes for New Notes pursuant to the Exchange Offer, and to the ownership and disposition of the New Notes. It deals only with Old Notes exchanged that were acquired at their "issue price" (the first price at which a substantial amount of the Old Notes were sold for cash to investors other than to bond houses, brokers or similar persons acting in the capacity of underwriters, placement agents or wholesalers) and that are held as capital assets for federal income tax purposes (generally, property held for investment).

This discussion is based on the U.S. Internal Revenue Code of 1986, as amended (the "Code"), Treasury regulations promulgated or proposed thereunder and administrative and judicial interpretations thereof, all as in effect on the date hereof, and all of which are subject to change or to different interpretation, possibly with retroactive effect. It does not address all of the U.S. federal income tax considerations that may be relevant to specific Holders (as defined below) in light of their particular circumstances or to Holders subject to special treatment under U.S. federal income tax law (such as banks or other financial institutions, insurance companies, dealers in securities or other persons that generally mark their securities to market for U.S. federal income tax purposes, tax-exempt entities, retirement plans, regulated investment companies, real estate investment trusts, certain former citizens or residents of the U.S., partnerships or other pass-through entities (or investors therein), persons that hold the Old Notes or New Notes as part of a straddle, hedge, conversion or other integrated transaction, non-U.S. trusts and estates that have U.S. beneficiaries, persons subject to the alternative minimum tax, U.S. Holders (as defined below) that have a "functional currency" other than the U.S. dollar, "controlled foreign corporations," or "passive foreign investment companies"). This discussion does not address any U.S. state or local, non-U.S. tax considerations, or any U.S. federal tax considerations other than U.S. federal income tax considerations (such as gift or, except in the case of Non-U.S. Holders, estate tax considerations).

This summary is for general information only and is not tax advice. This summary is not binding on the Internal Revenue Service ("IRS") or a court. GM has not sought, and does not intend to seek, any tax opinion from counsel or ruling from the IRS with respect to any of the statements made in this summary, and there can be no assurance that the IRS will not take a position contrary to these statements, or that a contrary position taken by the IRS would not be sustained by a court.

HOLDERS SHOULD CONSULT THEIR OWN TAX ADVISORS REGARDING THE U.S. FEDERAL, STATE AND LOCAL AND NON-U.S. TAX CONSIDERATIONS RELATING TO THE EXCHANGE OF OLD NOTES FOR NEW NOTES, AND THE OWNERSHIP AND DISPOSITION OF THE NEW NOTES IN LIGHT OF THEIR PARTICULAR CIRCUMSTANCES.

As used in this discussion, the term "U.S. Holder" means a beneficial owner of an Old Note or New Note that, for U.S. federal income tax purposes, is (i) an individual who is a citizen or resident of the U.S., (ii) a corporation (or other entity taxable as a corporation for U.S. federal income tax purposes) created or organized in or under the laws of the U.S., any state thereof or the District of Columbia, (iii) an estate the income of which is subject to U.S. federal income taxation regardless of its source or (iv) a trust (x) with respect to which a court within the U.S. is able to exercise primary supervision over its administration and one or more U.S. persons have the authority to control all of its substantial decisions or (y) that has in effect a valid election under applicable U.S. Treasury regulations to be treated as a U.S. person.

The term "Non-U.S. Holder" means a beneficial owner of an Old Note or New Note that is, for U.S. federal income tax purposes, an individual, corporation, estate or trust that is not a U.S. Holder. For purposes of this "Certain U.S. Federal Tax Considerations" section only, the term "Holder" means a U.S. Holder or a Non-U.S. Holder (as those terms are defined herein).

If an entity treated as a partnership for U.S. federal income tax purposes is the Holder of an Old Note, the tax treatment of a partner will depend in part upon the status and activities of the entity and of the particular partner. Any such entity should consult its own tax advisor regarding the U.S. federal income tax considerations applicable to it and its partners relating to the exchange of an Old Note for a New Note, and the ownership and disposition of the New Notes.

Exchange of Old Notes for New Notes Pursuant to the Exchange Offer

The exchange of an Old Note for a New Note by a Holder pursuant to the Exchange Offer will not result in a taxable exchange to a Holder, and the Old Notes and New Notes will be treated as the same security for U.S. federal income tax purposes. Accordingly, a Holder will not recognize any gain or loss upon the exchange of an Old Note for a New Note, a Holder's holding period for a New Note will include the holding period for the Old Note so exchanged and a Holder's adjusted tax basis in a New Note will be the same as such Holder's adjusted tax basis in the Old Note so exchanged.

U.S. Holders

Interest

In general, stated interest payable on the New Notes will be taxable to a U.S. Holder as ordinary interest income when it is received or accrued, in accordance with such U.S. Holder's method of accounting for U.S. federal income tax purposes.

Market Discount

If a U.S. Holder acquired an Old Note at a cost that is less than its principal amount, the amount of such difference is treated as "market discount" for U.S. federal income tax purposes, unless that difference is less than a specified *de minimis* amount. U.S. Holders who acquired Old Notes with market discount after the initial issuance will carry over that market discount to the New Notes received in the Exchange Offer and, absent the election discussed below, continue to accrue market discount on the same schedule. Under the market discount rules, a U.S. Holder will be required to treat any partial principal payment prior to maturity on, or any gain on the sale, exchange, retirement or other disposition of, a New Note as ordinary income to the extent of the accrued market discount that has not previously been included in income. In addition, a U.S. Holder may be required to defer, until the maturity or earlier taxable disposition of a New Note with market discount, the deduction of all or a portion of any interest expense on any indebtedness incurred or maintained to acquire or carry such New Note.

In general, market discount will be considered to accrue ratably during the period from the acquisition date to the maturity date of such New Note, unless the U.S. Holder makes an irrevocable election to accrue market discount under a constant yield method. A U.S. Holder may elect to include market discount in income currently as it accrues (on either a ratable or constant yield method), in which case the interest deferral rule described above will not apply. This election will apply to all debt instruments acquired by the U.S. Holder in or after the first taxable year to which the election applies and may not be revoked without the consent of the IRS. U.S. Holders should consult their own tax advisors before making this election. Market discount included in income currently will be added to a U.S. Holder's tax basis in the New Notes.

Amortizable Bond Premium

A U.S. Holder whose basis in an Old Note immediately after its acquisition by such U.S. Holder exceeds all amounts payable on the Old Note after such purchase (other than payments of qualified stated interest) will be considered as having purchased the Old Note with "bond premium." U.S. Holders who acquired Old Notes with bond premium after the initial issuance will carryover that premium to the New Notes acquired in the Exchange Offer. U.S. Holders generally may elect to amortize bond premium over the remaining term of the New Note, using a constant yield method, as an offset to interest income. An electing U.S. Holder must reduce its tax basis in a New Note by the amount of premium used to offset qualified stated interest income as set forth above. The election to amortize bond premium, once made, will apply to all debt instruments held or subsequently acquired by the U.S. Holder in or after the first taxable year to which the election apples and may not be revoked without the consent of the IRS. U.S. Holders should consult their own tax advisors before making this election. If an election to amortize bond premium is not made, a U.S. Holder must include all amounts of taxable interest in income without reduction for such premium, and may receive a tax benefit from the premium only in computing such U.S. Holder's gain or loss upon a disposition of the New Note.

Sale, Exchange, Redemption, Retirement or Other Taxable Disposition of the New Notes

Upon the sale, exchange, redemption, retirement or other taxable disposition of a New Note, a U.S. Holder generally will recognize gain or loss in an amount equal to the difference, if any, between (i) the amount realized on such disposition (i.e., the amount of cash and the fair market value of any property received, excluding amounts attributable to accrued but unpaid stated interest, which will be taxable as ordinary interest income to the extent not previously included in income) and (ii) such U.S. Holder's "adjusted tax basis" in the New Note. A U.S. Holder's "adjusted tax basis" in the New Note is generally the amount such U.S. Holder paid for the Old Note exchanged therefor, increased by the amount of accrued market discount (if current inclusion is elected as described in more detail above) and decreased by any amortized bond premium and the aggregate amount of payments (other than stated interest) on the New Note (and the Old Note exchanged therefor) to date. Any gain or loss so recognized generally will be capital gain or loss and will be long-term capital gain or loss if such U.S. Holder has held the New Note (and the Old Note exchanged therefor) for more than one year at the time of such disposition. Net long-term capital gain of certain non-corporate U.S. Holders is generally subject to preferential rates of tax. The deductibility of capital losses is subject to limitations.

Information Reporting and Backup Withholding

Information reporting generally will apply to a U.S. Holder with respect to payments of interest on a New Note and the payment of proceeds from the sale, exchange, redemption, retirement or other taxable disposition of a New Note, unless such

U.S. Holder is an entity that is exempt from information reporting (such as a corporation) and, when required, demonstrates this fact. Any such payments or proceeds to a U.S. Holder that are subject to information reporting generally will also be subject to backup withholding, unless such U.S. Holder provides the appropriate documentation (generally, IRS Form W-9 or a suitable substitute form) to the applicable withholding agent certifying that, among other things, its taxpayer identification number is correct, or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a U.S. Holder's U.S. federal income tax liability if the required information is timely furnished to the IRS.

Additional Tax on Net Investment Income

An additional tax of 3.8% may be imposed on the "net investment income" of certain U.S. individuals and on the undistributed "net investment income" of certain estates and trusts. Among other items, "net investment income" generally includes payments of interest and certain net gain from the disposition of investment property. U.S. Holders should consult their own tax advisors with respect to the tax consequences of the rules described above.

Non-U.S. Holders

Payments of Interest and Disposition of New Notes

Subject to the discussion below concerning backup withholding and to the provisions of an applicable tax treaty:

(a) payments of interest with respect to a New Note generally will not be subject to U.S. federal income or withholding tax; provided that (i) such amounts are not effectively connected with the conduct of a trade or business in the U.S. by such Non-U.S. Holder; (ii) such Non-U.S. Holder does not own, actually or constructively, 10% or more of the total combined voting power of all classes of GM's stock entitled to vote; (iii) such Non-U.S. Holder is not a controlled foreign corporation described in Section 957(a) of the Code that is related to GM through stock ownership; (iv) such Non-U.S. Holder is not a bank whose receipt of such amounts is described in Section 881(c)(3)(A) of the Code; and (v) the certification requirements described below are satisfied; and

(b) a Non-U.S. Holder generally will not be subject to U.S. federal income or withholding tax on any gain realized on the sale, exchange, redemption, retirement or other taxable disposition of a New Note unless (i) such gain is effectively connected with the conduct of a trade or business in the U.S. by such Non-U.S. Holder or (ii) such Non-U.S. Holder is an individual who is present in the U.S. for 183 days or more in the taxable year of such disposition and certain other conditions are met (in which case such gain, net of certain U.S. source losses, generally will be subject to a flat 30% U.S. federal income tax).

The certification requirements referred to in clause (a) above generally will be satisfied if the Non-U.S. Holder provides the applicable withholding agent with a statement on IRS Form W-8BEN (or a suitable substitute form), signed under penalties of perjury, stating, among other things, that such Non-U.S. Holder is not a U.S. person. U.S. Treasury regulations provide additional rules for a New Note held through one or more intermediaries or pass-through entities.

If the requirements set forth in clause (a) above are not satisfied with respect to a Non-U.S. Holder, amounts treated as payments of interest generally will be subject to U.S. federal withholding tax at a rate of 30%, unless an applicable tax treaty applies to reduce or eliminate this withholding tax and such Non-U.S. Holder provides the appropriate documentation (generally, IRS Form W-8BEN) to the applicable withholding agent.

If a Non-U.S. Holder is engaged in the conduct of a trade or business in the U.S., and if interest on the New Notes, or any gain realized on the sale, exchange, redemption, retirement or other taxable disposition of the New Notes, are effectively connected with such trade or business (and, if required by an applicable tax treaty, are attributable to a permanent establishment or fixed base maintained by such Non-U.S. Holder in the U.S.), such Non-U.S. Holder generally will not be subject to U.S. federal withholding tax on such amounts provided that, in the case of interest, such Non-U.S. Holder provides the appropriate documentation (generally, IRS Form W-8ECI) to the applicable withholding agent. Instead, such Non-U.S. Holder generally will be subject to U.S. federal income tax on a net income basis in substantially the same manner as a U.S. Holder (except as provided by an applicable tax treaty). In addition, a Non-U.S. Holder that is a corporation may be subject to a branch profits tax at the rate of 30% (or a lower rate if provided by an applicable tax treaty) on its effectively connected income for the taxable year, subject to certain adjustments.

Information Reporting and Backup Withholding

Generally, payments of interest on a New Note to a Non-U.S. Holder and the amount of any tax withheld from such payments must be reported annually to the IRS and to such Non-U.S. Holder. Backup withholding will not apply to payments of interest on a New Note if the recipient Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN) or otherwise establishes an exemption.

The payment of proceeds from the sale, exchange, redemption, retirement or other taxable disposition of a New Note by a Non-U.S. Holder effected through a non-U.S. office of a U.S. broker or of a non-U.S. broker with certain specified U.S. connections may be subject to information reporting, but not backup withholding, unless such Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN) or otherwise establishes an exemption. The payment of proceeds from the sale, exchange, redemption, retirement or other disposition of a New Note by a Non-U.S. Holder effected through a U.S. office of a broker generally will be subject to information reporting and backup withholding, unless such Non-U.S. Holder certifies under penalties of perjury that it is not a U.S. person (generally by providing an IRS Form W-8BEN) or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules generally will be allowed as a refund or a credit against a Non-U.S. Holder's U.S. federal income tax liability if the required information is timely furnished to the IRS.

U.S. Federal Estate Tax

An individual Non-U.S. Holder who, for U.S. federal tax purposes, is not a citizen or resident of the U.S. at the time of such Non-U.S. Holder's death generally will not be subject to U.S. federal estate taxes on any part of the value of a New Note; provided that, at the time of such Non-U.S. Holder's death, (i) such Non-U.S. Holder does not actually or constructively own 10% or more of the combined voting power of all classes of GM's stock and (ii) amounts treated as interest earned on the New Note are not effectively connected with the conduct of a trade or business in the U.S. by such Non-U.S. Holder.

PLAN OF DISTRIBUTION

Each broker-dealer that holds Old Notes for its own account as a result of market-making activities or other trading activities and receives New Notes pursuant to the Exchange Offer must represent that it will deliver a prospectus in connection with any resale of such New Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Old Notes, where such Old Notes were acquired as a result of market-making activities or other trading activities. We have agreed that, for a period of up to 180 days after the date of completion of the Exchange Offer, we will make this prospectus, as amended and/or supplemented, available to any such broker-dealer for use in connection with any such resale. In addition, all dealers effecting transactions in the New Notes may be required to deliver a prospectus.

We will not receive any proceeds from any exchange of the New Notes for the respective Old Notes by broker-dealers or from any sale of the New Notes by broker-dealers. New Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time, in one or more transactions, through the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at prevailing market prices at the time of resale, at prices related to such prevailing market prices or at negotiated prices. Any such resale may be made directly to purchasers or, alternatively, to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such New Notes. Any broker-dealer that resells the New Notes that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an "underwriter" within the meaning of the Securities Act, and any profit on any such resale of the New Notes and any commission or concessions received by any such persons may be deemed to be underwriting compensation under the Securities Act. The letter of transmittal states that, by representing that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act.

For a period beginning when New Notes are first issued in the Exchange Offer and ending up to 180 days after the date of completion of the Exchange Offer, we will send additional copies of this prospectus and any amendment and/or supplement to this prospectus to any broker-dealer that is entitled to use such documents and that requests such documents in the letter of transmittal. We have agreed to pay all expenses incident to the Exchange Offer, other than commissions or concessions of any brokers or dealers, and will indemnify certain holders of the New Notes (including broker-dealers) against certain liabilities.

We have not sought and do not intend to seek a no-action letter from the SEC with respect to the effects of the Exchange Offer, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the New Notes as it has in such no-action letters.

LEGAL MATTERS

The validity of the New Notes will be passed upon for us by Robert C. Shrosbree, Esq., Executive Director, Legal, Corporate & Securities, GM Legal Staff.

EXPERTS

The consolidated financial statements incorporated in this prospectus by reference from the Company's Annual Report on Form 10-K for the year ended December 31, 2013, and the financial statements from which the Summary Consolidated Financial Information included in this prospectus have been derived, and the effectiveness of General Motors Company's internal control over financial reporting have been audited by Deloitte & Touche LLP, an independent registered public accounting firm, as stated in their reports, which are incorporated herein by reference (which reports (1) express an unqualified opinion on the financial statements and includes explanatory paragraphs relating to the adoption of amendments to accounting standards and (2) express an unqualified opinion on the effectiveness of internal control over financial reporting). Such financial statements and Summary Consolidated Financial Information have been so incorporated in reliance upon the reports of such firm given upon their authority as experts in accounting and auditing.

APPENDIX A

SPECIAL PROCEDURES AND REQUIREMENTS FOR CANADIAN HOLDERS

THE SPECIAL PROCEDURES AND REQUIREMENTS FOR CANADIAN HOLDERS HEREIN ARE IN ADDITION TO ALL OF THE OTHER INSTRUCTIONS AND REQUIREMENTS SET OUT IN THIS PROSPECTUS.

HOLDERS LOCATED OR RESIDENT IN ANY PROVINCE OR TERRITORY OF CANADA WISHING TO PARTICIPATE IN THE EXCHANGE OFFER MUST COMPLETE THE NOTICE FORM AND ACKNOWLEDGEMENT ATTACHED AS ANNEX 1 HERETO AND RETURN IT TO:

GM Stockholder Services
Office of the Secretary
482-C25-A36
P.O. Box 300
Detroit, MI 48265-3000
Tel: 313-667-1422
Fax: 313-667-1426
marianne.carson@gm.com

Attention: Marianne J. Carson

EACH HOLDER THAT PARTICIPATES IN THE EXCHANGE OFFER AND DOES NOT COMPLETE AND RETURN ANNEX 1 IN ACCORDANCE WITH THESE INSTRUCTIONS WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT IT IS NOT LOCATED OR RESIDENT IN ANY PROVINCE OR TERRITORY OF CANADA.

RESALE RESTRICTIONS

The New Notes have not been nor will they be qualified for sale to the public by prospectus under applicable Canadian securities laws and, accordingly, any offer and sale of the New Notes in Canada is being made on a basis which is exempt from the prospectus requirements of Canadian securities laws. Any resale of the New Notes must be made in accordance with, or pursuant to an exemption from, or in a transaction not subject to, the prospectus requirements of those laws. In addition, in order to comply with the dealer registration requirements of Canadian securities laws, any resale of the New Notes must be made either by a person not required to register as a dealer under applicable Canadian securities laws, or through an appropriately registered dealer or in accordance with an exemption from the dealer registration requirements. These Canadian resale restrictions may in some circumstances apply to resales made outside of Canada. Participants in the Exchange Offer located or resident in Canada are advised to seek Canadian legal advice prior to any resale of the New Notes.

Although General Motors Company is a reporting issuer in Canada, the legend prescribed by Section 2.5 of National Instrument 45-102 - *Resale of Securities of the Canadian Securities Administrators* (“NI 45-102”) will not appear on the New Notes and, as a result, they will not become freely tradeable in Canada after four months as the legending requirements of NI 45-102 will not be satisfied.

Further, because General Motors Company is a reporting issuer in Canada, the resale provisions of Section 2.14 of NI 45-102 permitting resales of the New Notes to be made on an exchange or market outside of Canada, or to a person or company outside of Canada, will not apply.

REPRESENTATIONS AND WARRANTIES OF CANADIAN PARTICIPANTS IN THE EXCHANGE OFFER

Each participant in the Exchange Offer located or resident in Canada will be deemed to have represented to General Motors Company that the participant:

(a) is located or resident in one of the provinces or territories of Canada, and is entitled under applicable provincial or territorial securities laws to participate in the Exchange Offer without the benefit of a prospectus qualified under those securities laws;

(b) is basing its investment decision solely on this prospectus (including the information incorporated herein by reference) and not on any other information concerning General Motors Company or the Exchange Offer;

(c) has reviewed and acknowledges the terms referred to above under the heading “Resale Restrictions”;

(d) is an “accredited investor” as defined in National Instrument 45-106 *Prospectus and Registration Exemptions* (“NI 45-106”) and, if relying on subsection (m) of the definition of that term, is not a person created or being used solely to purchase or hold securities as an accredited investor; and

(e) is either acquiring the New Notes as principal for its own account, or is deemed to be acquiring the New Notes as principal by applicable law.

Each participant in the Exchange Offer in Canada hereby agrees that it is the participant’s express wish that all documents evidencing or relating in any way to the Exchange Offer be drafted in the English language only. *Chaque acheteur au Canada des valeurs mobilières reconnaît que c’est sa volonté expresse que tous les documents faisant foi ou se rapportant de quelque manière à la vente des valeurs mobilières soient rédigés uniquement en anglais.*

INDIRECT COLLECTION OF PERSONAL INFORMATION

By participating in the Exchange Offer, each participant located or resident in Canada acknowledges that its name and other specified information, including the principal aggregate amount of the New Notes it has received in the Exchange Offer, may be disclosed to Canadian securities regulatory authorities and become available to the public in accordance with the requirements of applicable laws. Each such participant consents to the disclosure of that information.

NOTICE TO ONTARIO INVESTORS

By participating in the Exchange Offer, each participant located or resident in the Province of Ontario acknowledges that personal information such as the participant’s name will be delivered to the Ontario Securities Commission (the “OSC”) and that such personal information is being collected indirectly by the OSC under the authority granted to it in securities legislation for the purposes of the administration and enforcement of the securities legislation of Ontario. By participating in the Exchange Offer, the participant shall be deemed to have authorized such indirect collection of personal information by the OSC. Questions about such indirect collection of personal information should be directed to the OSC’s Administrative Support Clerk, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario M5H 3S8 or to the following telephone number: (416) 593-3684.

RIGHTS OF ACTION

This prospectus, together with this Appendix A, constitutes a Canadian Offering Memorandum (an "offering memorandum") within the meaning of Canadian securities laws.

Ontario Investors

Rule 45-501 provides that when an offering memorandum is delivered to an investor to whom securities are distributed in reliance upon the “accredited investor” prospectus exemption in Section 2.3 of NI 45-106, the right of action referred to in Section 130.1 of the *Securities Act* (Ontario) (“Section 130.1”) is applicable unless the prospective participant is:

(a) a Canadian financial institution, meaning either:

(i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act;

(ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a jurisdiction of Canada to carry on business in Canada or a jurisdiction in Canada;

(b) a Schedule III bank, meaning an authorized foreign bank named in Schedule III of the *Bank Act* (Canada);

(c) The Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada); or

(d) a subsidiary of any person referred to in paragraphs (a), (b) or (c), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by the directors of the subsidiary.

Section 130.1 provides participants in the Exchange Offer, offered by an offering memorandum with a statutory right of action against the issuer of securities and any selling securityholder for rescission or damages in the event that the offering memorandum or any amendment to it contains a "misrepresentation", without regard to whether the participant relied on the "misrepresentation". "Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make any statement not misleading in light of the circumstances in which it was made.

In the event that this prospectus, together with any amendment, is delivered to a prospective participant in the Exchange Offer in connection with a trade made in reliance on Section 2.3 of NI 45-106, and this prospectus contains a misrepresentation which was a misrepresentation at the time of participation in the Exchange Offer, the participant will have a statutory right of action against General Motors Company for damages or, while still the owner of the New Notes, for rescission, in which case, if the participant elects to exercise the right of rescission, the participant will have no right of action for damages, provided that:

(a) no action shall be commenced more than, in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or in the case of any other action, the earlier of (i) 180 days after the plaintiff first had knowledge of the facts giving rise to the cause of action, or (ii) three years after the date of the transaction that gave rise to the cause of action;

(b) the defendant will not be liable if it proves that the participant participated in the Exchange Offer with knowledge of the misrepresentation;

(c) the defendant will not be liable for all or any portion of the damages that it proves do not represent the depreciation in value of the New Notes as a result of the misrepresentation relied upon;

(d) in no case will the amount recoverable exceed the price at which the New Notes were offered in the Exchange Offer; and

(e) the statutory right of action for rescission or damages is in addition to and does not derogate from any other rights or remedies the participant in the Exchange Offer may have at law.

This summary is subject to the express provisions of the *Securities Act* (Ontario) and the regulations and rules made under it, and you should refer to the complete text of those provisions.

Saskatchewan Investors

Section 138 of *The Securities Act, 1988* (Saskatchewan), as amended (the "Saskatchewan Act"), provides that where an offering memorandum (such as this document) or any amendment to it is sent or delivered to an investor purchaser and it contains a misrepresentation (as defined in the Saskatchewan Act), a purchaser who purchases a security covered by the offering memorandum or any amendment to it is deemed to have relied upon that misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for rescission against the issuer or has a right of action for damages against:

(a) the issuer;

(b) every promoter and director of the issuer at the time the offering memorandum or any amendment to it was sent or delivered;

(c) every person or company whose consent has been filed respecting the offering, but only with respect to reports, opinions or statements that have been made by them;

(d) every person who or company that, in addition to the persons or companies mentioned in (a) to (c) above, signed the offering memorandum or the amendment to the offering memorandum; and

(e) every person who or company that sells securities on behalf of the issuer under the offering memorandum or amendment to the offering memorandum.

Such rights of rescission and damages are subject to certain limitations including the following:

(a) if the purchaser elects to exercise its right of rescission against the issuer it shall have no right of action for damages against that party;

(b) in an action for damages, a defendant will not be liable for all or any portion of the damages that he, she or it proves do not represent the depreciation in value of the securities resulting from the misrepresentation relied on;

(c) no person or company, other than the issuer will be liable for any part of the offering memorandum or any amendment to it not purporting to be made on the authority of an expert and not purporting to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation sufficient to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation;

(d) in no case shall the amount recoverable exceed the price at which the securities were offered; and

(e) no person or company is liable in an action for rescission or damages if that person or company proves that the purchaser purchased the securities with knowledge of the misrepresentation.

In addition, no person or company, other than the issuer will be liable if the person or company proves that:

(a) the offering memorandum or any amendment to it was sent or delivered without the person's or company's knowledge or consent and that, on becoming aware of it being sent or delivered, that person or company gave reasonable general notice that it was so sent or delivered; or

(b) with respect to any part of the offering memorandum or any amendment to it purporting to be made on the authority of an expert, or purporting to be a copy of, or an extract from, a report, an opinion or a statement of an expert, that person or company had no reasonable grounds to believe and did not believe that there had been a misrepresentation, the part of the offering memorandum or any amendment to it did not fairly represent the report, opinion or statement of the expert, or was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Not all defences upon which we or others may rely are described herein. Please refer to the full text of the Saskatchewan Act for a complete listing.

Similar rights of action for damages and rescission are provided in section 138.1 of the Saskatchewan Act in respect of a misrepresentation in advertising and sales literature disseminated in connection with an offering of securities.

Section 138.2 of the Saskatchewan Act also provides that where an individual makes a verbal statement to a prospective purchaser that contains a misrepresentation relating to the security purchased and the verbal statement is made either before or contemporaneously with the purchase of the security, the purchaser is deemed to have relied on the misrepresentation, if it was a misrepresentation at the time of purchase, and has a right of action for damages against the individual who made the verbal statement.

Section 141(1) of the Saskatchewan Act provides a purchaser with the right to void the purchase agreement and to recover all money and other consideration paid by the purchaser for the securities if the securities are sold in contravention of the Saskatchewan Act, the regulations to the Saskatchewan Act or a decision of the Saskatchewan Financial Services Commission.

Section 141(2) of the Saskatchewan Act also provides a right of action for rescission or damages to a purchaser of securities to whom an offering memorandum or any amendment to it was not sent or delivered prior to or at the same time as the purchaser enters into an agreement to purchase the securities, as required by Section 80.1 of the Saskatchewan Act.

The rights of action for damages or rescission under the Saskatchewan Act are in addition to and do not derogate from any other right which a purchaser may have at law.

Section 147 of the Saskatchewan Act provides that no action shall be commenced to enforce any of the foregoing rights more than:

(a) in the case of an action for rescission, 180 days after the date of the transaction that gave rise to the cause of action; or

(b) in the case of any other action, other than an action for rescission, the earlier of:

(i) one year after the plaintiff first had knowledge of the facts giving rise to the cause of action; or

(ii) six years after the date of the transaction that gave rise to the cause of action.

The Saskatchewan Act also provides a purchaser who has received an amended offering memorandum delivered in accordance with subsection 80.1(3) of the Saskatchewan Act with a right to withdraw from the agreement to purchase the securities by delivering a notice to the person who or company that is selling the securities, indicating the purchaser’s intention not to be bound by the purchase agreement, provided such notice is delivered by the purchaser within two business days of receiving the amended offering memorandum.

New Brunswick Investors

Section 150(1) of *Securities Act* (New Brunswick) provides that where any information relating to the offering provided to the purchaser of the securities contains a misrepresentation, a purchaser who purchases the securities shall be deemed to have relied on the misrepresentation if it was a misrepresentation at the time of purchase, and

(a) the purchaser has a right of action for damages against the issuer; or

(b) where the purchaser purchased the securities from a person referred to in paragraph (a), the purchaser may elect to exercise a right of rescission against the person, in which case the purchaser shall have no right of action for damages against the person.

This right of action is not available if the purchaser purchased the securities with knowledge of the misrepresentation, and a defendant is not liable for all or any portion of the damages that the defendant proves do not represent the depreciation in value of the securities as a result of the misrepresentation relied on.

An issuer shall not be liable where it is not receiving any proceeds from the distribution of the securities being distributed and the misrepresentation was not based on information provided by the issuer unless the misrepresentation:

(a) was based on information that was previously publicly disclosed by the issuer;

(b) was a misrepresentation at the time of its previous public disclosure; and

(c) was not subsequently publicly corrected or superseded by the issuer before the completion of the distribution of the securities being distributed.

In no case shall the amount recoverable under these rights of action exceed the price at which the securities were offered.

These rights are in addition to and without derogation from any other right the purchaser may have at law.

Nova Scotia Investors

Where an offering memorandum or any amendment thereto or any advertising or sales literature (as defined in the *Securities Act* (Nova Scotia)) contains a misrepresentation, a purchaser to whom the offering memorandum has been delivered and who purchases a security referred to therein shall be deemed to have relied upon such misrepresentation if it was a misrepresentation at the time of purchase and the purchaser has the right of action for damages against the issuer or other seller and, subject to certain additional defenses, against directors of the seller and persons who have signed the offering memorandum, but may elect to exercise a right of rescission against the seller, in which case he shall have no right of action for damages against the seller, directors of the seller or persons who have signed the offering memorandum, provided that, among other limitations:

(a) in an action for rescission or damages, the defendant will not be liable if it proves that the purchaser purchased the security with knowledge of the misrepresentation;

(b) in an action for damages, the defendant is not liable for all or any portion of the damages that it proves do not represent the depreciation in value of the security as a result of the misrepresentation relied upon; and

(c) in no case shall the amount recoverable under the right of action described herein exceed the price at which the security was offered.

In addition no person or company other than the issuer is liable if the person or company proves that:

(a) the offering memorandum or the amendment to the offering memorandum was sent or delivered to the purchaser without the person's or company's knowledge or consent and that, on becoming aware of its delivery, the person or company gave reasonable general notice that it was delivered without the person's or company's knowledge or consent;

(b) after delivery of the offering memorandum or the amendment to the offering memorandum and before the purchase of the securities by the purchaser, on becoming aware of any misrepresentation in the offering memorandum, or amendment to the offering memorandum, the person or company withdrew the person's or company's consent to the offering memorandum, or amendment to the offering memorandum, and gave reasonable general notice of the withdrawal and the reason for it; or

(c) with respect to any part of the offering memorandum or amendment to the offering memorandum purporting: (i) to be made on the authority of an expert; or (ii) to be a copy of, or an extract from, a report, an opinion or a statement of an expert, the person or company had no reasonable grounds to believe and did not believe that (A) there had been a misrepresentation or (B) the relevant part of the offering memorandum or amendment to the offering memorandum (1) did not fairly represent the report, opinion or statement of the expert or (2) was not a fair copy of, or an extract from, the report, opinion or statement of the expert.

Furthermore, no person or company other than the issuer is liable with respect to any part of the offering memorandum or amendment to the offering memorandum not purporting: (a) to be made on the authority of an expert; or (b) to be a copy of, or an extract from, a report, opinion or statement of an expert, unless the person or company failed to conduct a reasonable investigation to provide reasonable grounds for a belief that there had been no misrepresentation or believed that there had been a misrepresentation.

If a misrepresentation is contained in a record incorporated by reference in, or deemed incorporated into, the offering memorandum or amendment to the offering memorandum, the misrepresentation is deemed to be contained in the offering memorandum or amendment to the offering memorandum.

Pursuant to section 146 of the *Securities Act* (Nova Scotia), no action shall be commenced to enforce the right of action conferred by section 138 thereof unless an action is commenced to enforce that right not later than 120 days after the date on which payment was made for the security or after the date on which the initial payment for the security was made where payments subsequent to the initial payment are made pursuant to a contractual commitment assumed prior to, or concurrently with, the initial payment.

The right of action for rescission or damages described herein is conferred by section 138 of the *Securities Act* (Nova Scotia) and is in addition to and without derogation from any right the purchaser may have at law.

For the purposes of the *Securities Act* (Nova Scotia) "misrepresentation" means:

(a) an untrue statement of material fact; or

(b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made.

General

This summary is subject to the express provisions of the *Securities Act* (Ontario), *The Securities Act, 1988* (Saskatchewan), the *Securities Act* (New Brunswick) and the *Securities Act* (Nova Scotia) and the regulations and rules thereunder, and you should refer to such acts for the complete text of those provisions.

ENFORCEMENT OF LEGAL RIGHTS

The directors and officers of General Motors Company as well as any experts named in this document are likely to be located outside of Canada and, as a result, it may not be possible for participants in the Exchange Offer to effect service of process within Canada upon General Motors Company or those persons. All or a substantial portion of the assets of General Motors Company and those persons is likely to be located outside of Canada and, as a result, it may not be possible to satisfy a judgment against General Motors Company or those persons in Canada or to enforce a judgment obtained in Canadian courts against General Motors Company or those persons outside of Canada.

ANNEX 1

NOTICE FORM AND ACKNOWLEDGEMENT

FOR HOLDERS LOCATED OR RESIDENT IN CANADA

ALL PARTICIPANTS IN THE EXCHANGE OFFER LOCATED OR RESIDENT IN ANY PROVINCE OR TERRITORY IN CANADA MUST COMPLETE THIS FORM AND RETURN IT TO:

GM Stockholder Services
Office of the Secretary
482-C25-A36
P.O. Box 300
Detroit, MI 48265-3000
Tel: 313-667-1422
Fax: 313-667-1426
marianne.carson@gm.com

Attention: **Marianne J. Carson**

Name of Holder: ______________________________

Address: ______________________________

____

____

Amount of 3.500% Senior Notes due 2018 Being Exchanged: ______________________________

Amount of 4.875% Senior Notes due 2023 Being Exchanged: ______________________________

Amount of 6.250% Senior Notes due 2043 Being Exchanged: ______________________________

Is the holder an "insider" of General Motors Company within the meaning of Canadian securities laws?

[ ] YES [ ] NO

Is the holder a "registrant" (that is, a registered securities dealer, a registered adviser or a registered investment fund manager) under Canadian securities laws?

[ ] YES [ ] NO

THE UNDERSIGNED hereby acknowledges having received and reviewed Appendix A, Special Procedures and Requirements for Canadian holders to the prospectus of General Motors Corporation relating to its exchange offer for 3.500% Senior Notes due 2018, 4.875% Senior Notes due 2023 and 6.250% Senior Notes due 2043, each originally issued September 27, 2013, and confirms that the information set out above in this Annex 1 is true and correct, and that the deemed representations and warranties set out in Appendix A under the heading, "Representations and Warranties of Canadian Participants in the Exchange Offer" are true and correct as if set forth in full in this Annex 1.

DATED this day of , 2014

Name of Holder:		
By its Authorized Representative	Signature:	
	Name:	
	Title:	

Contact Information for Authorized Representative of the Holder:

Telephone Number:	
Fax Number:	
E-mail Address:	

GENERAL MOTORS COMPANY

Offer to Exchange

$1,500,000,000 aggregate principal amount of new 3.500% Senior Notes due 2018
for all outstanding 3.500% Senior Notes due 2018 originally issued September 27, 2013,

$1,500,000,000 aggregate principal amount of new 4.875% Senior Notes due 2023
for all outstanding 4.875% Senior Notes due 2023 originally issued September 27, 2013, and

$1,500,000,000 aggregate principal amount of new 6.250% Senior Notes due 2043
for all outstanding 6.250% Senior Notes due 2043 originally issued September 27, 2013.

, 2014

DEALER PROSPECTUS DELIVERY OBLIGATION

Until the date that is 180 days after the date of completion of the Exchange Offer, all dealers that effect transactions in these securities, whether or not participating in this Exchange Offer, may be required to deliver a prospectus. This is in addition to the dealers' obligation to deliver a prospectus when acting as underwriters and with respect to their unsold allotments or subscriptions.

PART II: INFORMATION NOT REQUIRED IN PROSPECTUS

ITEM 20. Indemnification of Directors and Officers

Under Section 145 of the General Corporation Law of the State of Delaware, General Motors is empowered to indemnify its directors and officers as provided therein.

General Motors' Certificate of Incorporation, as amended, provides that no director shall be personally liable to General Motors or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to General Motors or its stockholders, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) under Section 174, or any successor provision thereto, of the Delaware Corporation Law, or (iv) for any transaction from which the director derived an improper personal benefit.

Under Article V of its Bylaws, General Motors shall indemnify and advance expenses to every director and officer (and to such person's heirs, executors, administrators or other legal representatives) in the manner and to the full extent permitted by applicable law as it presently exists, or may hereafter be amended, against any and all amounts (including judgments, fines, payments in settlement, attorneys' fees and other expenses) reasonably incurred by or on behalf of such person in connection with any threatened, pending or completed investigation, action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), in which such director or officer was or is made or is threatened to be made a party or called as a witness or is otherwise involved by reason of the fact that such person is or was a director or officer of General Motors, or is or was serving at the request of General Motors as a director, officer, employee, fiduciary or member of any other corporation, partnership, joint venture, trust, organization or other enterprise, whether the basis of such proceeding is an alleged action in an official capacity as a director, officer, employee, fiduciary or member or in any other capacity while serving as a director, officer, employee, fiduciary or member. General Motors shall not be required to indemnify a person in connection with a proceeding initiated by such person if the proceeding was not authorized by the Board of Directors of General Motors. General Motors shall pay the expenses of directors and officers incurred in defending any proceeding in advance of its final disposition ("advancement of expenses"); provided, however, that the payment of expenses incurred by a director or officer in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by the director or officer to repay all amounts advanced if it should be ultimately determined that by final judicial decision from which there is no further right of appeal the director or officer is not entitled to be indemnified under Article V of the Bylaws or otherwise. If a claim for indemnification or advancement of expenses by an officer or director under Article V of the Bylaws is not paid in full within ninety days after a written claim therefor has been received by General Motors, the claimant may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense of prosecuting such claim. In any such action, General Motors shall have the burden of proving that the claimant was not entitled to the requested indemnification or advancement of expenses under applicable law. The rights conferred on any person by Article V of the Bylaws shall not be exclusive of any other rights which such person may have or hereafter acquire under any statute, provision of General Motors' Certificate of Incorporation or Bylaws, agreement, vote of stockholders or disinterested directors or otherwise.

The Board of Directors may, to the fullest extent permitted by applicable law as it presently exists, or may hereafter be amended from time to time, authorize an appropriate officer or officers to purchase and maintain at General Motors' expense insurance: (a) to reimburse General Motors for any obligation which it incurs under the provisions of Article V of the Bylaws as a result of the indemnification of past, present or future directors, officers, employees, agents and any persons who have served in the past, are now serving or in the future will serve at the request of General Motors as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise; and (b) to pay on behalf of or to indemnify such persons against liability in instances in which they may not otherwise be indemnified by the Corporation under the provisions of Article V of the Bylaws, whether or not General Motors would have the power to indemnify such persons against such liability under Article V of the Bylaws or under applicable law.

ITEM 21. EXHIBITS AND FINANCIAL STATEMENT SCHEDULES.

(a) A list of exhibits filed with this registration statement on Form S-4 is set forth in the Exhibit Index and is incorporated herein by reference.

(b) Financial schedules are omitted because they are not applicable or not required, or because the information is included in our financial statements and/or the notes related thereto that are incorporated herein by reference.

(c) Not applicable.

ITEM 22. UNDERTAKINGS

(a) The undersigned registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Securities and Exchange Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, if the registrant is subject to Rule 430C, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness; provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(5) That, for the purpose of determining liability of the registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, the undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:

(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;

(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;

(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and

(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.

(6) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of

appropriate jurisdiction the question of whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(d) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

SIGNATURES

Pursuant to the requirements of the Securities Act, General Motors Company certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-4 and has duly caused this registration statement on Form S-4 to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Detroit, State of Michigan, on May 22, 2014.

General Motors Company

By: /s/ MARY T. BARRA

Mary T. Barra

Chief Executive Officer

Pursuant to the requirements of the Securities Act, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
/s/MARY T. BARRA Mary T. Barra	Chief Executive Officer (Principal Executive Officer) and Director	May 22, 2014
/s/CHARLES K. STEVENS III Charles K. Stevens III	Executive Vice President and Chief Financial Officer (Principal Financial Officer)	May 22, 2014
/s/THOMAS S. TIMKO Thomas S. Timko	Vice President, Controller and Chief Accounting Officer (Principal Accounting Officer)	May 22, 2014
* Theodore M. Solso	Chairman of the Board	May 22, 2014
* David Bonderman	Director	May 22, 2014
* Errol B. Davis, Jr.	Director	May 22, 2014
* Stephen J. Girsky	Director	May 22, 2014
* E. Neville Isdell	Director	May 22, 2014
* Robert D. Krebs	Director	May 22, 2014
* Kathryn V. Marinello	Director	May 22, 2014
* Admiral Michael G. Mullen, USN (ret.)	Director	May 22, 2014
* James J. Mulva	Director	May 22, 2014
* Patricia F. Russo	Director	May 22, 2014
* Thomas M. Schoewe	Director	May 22, 2014
* Carol M. Stephenson	Director	May 22, 2014
Dr. Cynthia A. Telles	Director	

* The undersigned, by signing his or her name hereto, does execute this Registration Statement on behalf of the persons identified above pursuant to a power of attorney.

By: /s/ANNE T. LARIN

Anne T. Larin

Attorney-in-Fact

EXHIBIT INDEX

Exhibit Number	Document Description
3.1	Restated Certificate of Incorporation of General Motors Company dated December 7, 2010, incorporated herein by reference to Exhibit 3.2 to the Current Report on Form 8-K of General Motors Company filed December 13, 2010
3.2	Bylaws of General Motors Company, as amended and restated as of November 19, 2013, incorporated herein by reference to Exhibit 3.1 to the Current Report on Form 8-K of General Motors Company filed November 22, 2013
4.1	Certificate of Designations of Series A Fixed Rate Cumulative Perpetual Preferred Stock of General Motors Company, incorporated herein by reference to Exhibit 4.1 to the Current Report on Form 8-K of General Motors Company filed November 16, 2009
4.2	Indenture, dated as of September 27, 2013, between General Motors Company and The Bank of New York Mellon, as Trustee, incorporated by reference to Exhibit 4.2 to the Registration Statement on Form S-3 of General Motors Company filed April 30, 2014
4.3	First Supplemental Indenture, dated as of September 27, 2013, between General Motors Company and The Bank of New York Mellon, as Trustee*
4.4	Registration Rights Agreement, dated as of September 27, 2013, between General Motors Company and Citigroup Global Markets Inc., acting as a representative of the several Initial Purchasers*
4.5	Form of 3.500% Senior Note due 2018 (included in Exhibit 4.3)
4.6	Form of 4.875% Senior Note due 2023 (included in Exhibit 4.3)
4.7	Form of 6.250% Senior Note due 2043 (included in Exhibit 4.3)
5.1	Opinion of Robert C. Shrosbree, Esq.*
12.1	Computation of Ratio of Earnings to Fixed Charges, incorporated by reference to Exhibit 12 to the Annual Report on Form 10-K of General Motors Company filed February 6, 2014
12.2	Computation of Ratio of Earnings to Fixed Charges, incorporated by reference to Exhibit 12 to the Quarterly Report on Form 10-Q of General Motors Company filed April 24, 2014
23.1	Consent of Deloitte & Touche LLP*
23.2	Consent of Robert C. Shrosbree, Esq. (included in Exhibit 5.1)
24.1	Powers of Attorney for directors and officers of GM*
25.1	T-1 Statement of Eligibility under the Trust Indenture Act of 1939 of The Bank of New York Mellon, as trustee, in respect of the Indenture*
99.1	Form of Letter of Transmittal*
99.2	Form of Letter to Brokers, Dealers, Commercial Banks, Trust Companies and Other Nominees*
99.3	Form of Letter to Clients*
99.4	Form of Notice of Guaranteed Delivery*

*Filed herewith

Exhibit 4.3

GENERAL MOTORS COMPANY

and

THE BANK OF NEW YORK MELLON,
as Trustee

FIRST SUPPLEMENTAL INDENTURE

Dated as of September 27, 2013

to

INDENTURE

Dated as of September 27, 2013

3.500% Senior Notes due 2018

4.875% Senior Notes due 2023

6.250% Senior Notes due 2043

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FIRST SUPPLEMENTAL INDENTURE, dated as of September 27, 2013 (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 (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 Indenture, the Company desires to provide for the establishment of three new series of its Securities under the Indenture to be known as its "3.500% Senior Notes due 2018" (the "***2018 Notes***"), "4.875% Senior Notes due 2023" (the "***2023 Notes***") and "6.250% Senior Notes due 2043" (the "***2043 Notes***," and, together with the 2018 Notes and the 2023 Notes, the "***Notes***"), respectively, the form and substance and the terms, provisions and conditions thereof to be set forth as provided in the 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 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, and the execution and delivery of this Supplemental Indenture by the Company and the Trustee has been duly authorized in all respects.

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 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 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 Indenture, as in force at the date of this Supplemental Indenture as originally executed; *provided* that any term that is defined in both the 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.

Section 1.02. *Relationship with Indenture*. The terms and provisions contained in the Indenture will constitute, and are hereby expressly made, a part of this Supplemental Indenture. However, to the extent any provision of the Indenture conflicts with the express provisions of this Supplemental Indenture, the provisions of this Supplemental Indenture will govern and be controlling.

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 Indenture, designated as the "3.500% Senior Notes due 2018," which is initially limited in aggregate principal amount to $1,500,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other 2018 Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered).

(b) There is hereby authorized and established a series of Securities under the Indenture, designated as the "4.875% Senior Notes due 2023," which is initially limited in aggregate principal amount to $1,500,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other 2023 Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered).

(c) There is hereby authorized and established a series of Securities under the Indenture, designated as the "6.250% Senior Notes due 2043," which is initially limited in aggregate principal amount to $1,500,000,000 (except upon registration of transfer of, or in exchange for, or in lieu of, other 2043 Notes pursuant to Section 304, 305, 306, 311, 906 or 1106 of the Indenture and except for any Notes which, pursuant to Section 303 of the Indenture, are deemed never to have been authenticated and delivered).

Section 2.02. *Maturity*.

(a) The Stated Maturity of principal of the 2018 Notes shall be October 2, 2018.

(b) The Stated Maturity of principal of the 2023 Notes shall be October 2, 2023.

(c) The Stated Maturity of principal of the 2043 Notes shall be October 2, 2043.

Section 2.03. *Further Issues*. The Company may at any time and from time to time, without the consent of the Holders of the 2018 Notes, 2023 Notes or 2043 Notes, issue additional 2018 Notes, 2023 Notes or 2043 Notes; *provided that* if the additional 2018 Notes, 2023 Notes or 2043 Notes are not fungible with the then-outstanding 2018 Notes, 2023 Notes or 2043 Notes for U.S. federal income tax purposes, respectively, the additional 2018 Notes, 2023 Notes or 2043 Notes shall have separate CUSIP numbers. Any such additional 2018 Notes, 2023 Notes or 2043 Notes shall have the same ranking, interest rate, maturity date and other terms as the 2018 Notes, 2023 Notes or 2043 Notes, respectively. Any such additional 2018 Notes, 2023 Notes or 2043 Notes, together with the 2018 Notes, 2023 Notes or 2043 Notes herein provided for, shall each respectively constitute a single series of Securities under the 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 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 2018 Notes shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from September 27, 2013 at the rate of 3.500% per annum, payable semi-annually in arrears. Interest payable on each Interest Payment Date shall include interest accrued from September 27, 2013, 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 2 and October 2, commencing on April 2, 2014; and the Record Date for the interest payable on any Interest Payment Date is the close of business on the March 18 or September 17 (whether or not a Business Day), as the case may be, next preceding the relevant Interest Payment Date.

(b) The 2023 Notes shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from September 27, 2013 at the rate of 4.875% per annum, payable semi-annually in arrears. Interest payable on each Interest Payment Date shall include interest accrued from September 27, 2013, 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 2 and October 2, commencing on April 2, 2014; and the Record Date for the interest payable on any Interest

Payment Date is the close of business on the March 18 or September 17 (whether or not a Business Day), as the case may be, next preceding the relevant Interest Payment Date.

(c) The 2043 Notes shall bear interest (computed on the basis of a 360-day year consisting of twelve 30-day months) from September 27, 2013 at the rate of 6.250% per annum, payable semi-annually in arrears. Interest payable on each Interest Payment Date shall include interest accrued from September 27, 2013, 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 2 and October 2, commencing on April 2, 2014; and the Record Date for the interest payable on any Interest Payment Date is the close of business on the March 18 or September 17 (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 2018 Notes, 2023 Notes and 2043 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 2018 Notes shall not be redeemable at the option of the Company except as set forth in Section 2 of the 2018 Notes. The 2018 Notes shall not be redeemable at the option of the Holders. The 2018 Notes shall not be entitled to the benefit of any sinking fund.

(b) The 2023 Notes shall not be redeemable at the option of the Company except as set forth in Section 2 of the 2023 Notes. The 2023 Notes shall not be redeemable at the option of the Holders. The 2023 Notes shall not be entitled to the benefit of any sinking fund.

(c) The 2043 Notes shall not be redeemable at the option of the Company except as set forth in Section 2 of the 2043 Notes. The 2043 Notes shall not be redeemable at the option of the Holders. The 2043 Notes shall not be entitled to the benefit of any sinking fund.

Section 2.08 *Ranking*. Each of the 2018 Notes, 2023 Notes and 2043 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 2018 Notes, 2023 Notes and 2043 Notes.

Section 2.10. *Waiver of Certain Covenants*. Without in any way limiting the applicability of Section 1006 of the Indenture with respect to the Notes, the Company may, with respect to the 2018 Notes, 2023 Notes or 2043 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 2018 Notes, 2023 Notes or 2043 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 Indenture with respect to waivers of past defaults under the Indenture.

Section 2.11. *Defeasance*. The Company may elect, at its option at any time, pursuant to Section 402 of the Indenture, to have Section 403 or Section 404 in the Indenture, or both, apply to the 2018 Notes, 2023 Notes or 2043 Notes, respectively, or any principal amount thereof. Without in any way limiting the applicability of Section 404 of the Indenture with respect to the Notes, upon the Company's exercise of its option to have Section 404 of the Indenture applied to all of the Outstanding 2018 Notes, 2023 Notes or 2043 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 2018 Notes, 2023 Notes or 2043 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 Indenture, in each case with respect to the 2018 Notes, 2023 Notes or 2043 Notes, respectively, on and after the date the conditions set forth in Section 405 of the Indenture are satisfied.

Section 2.12. *Guarantees*. None of the 2018 Notes, 2023 Notes or 2043 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 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 2018 Notes, 2023 Notes and 2043 Notes, and are not for the benefit of, or applicable to, any other debt securities issued under the 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 September 27, 2013; 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 September 27, 2013 (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 2018 Notes and the Trustee's certificate of authentication thereon shall to 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 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 2018 Notes, as evidenced by the execution thereof. All 2018 Notes shall be in fully registered form.

(b) The 2023 Notes and the Trustee's certificate of authentication thereon shall to 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 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 2023 Notes, as evidenced by the execution thereof. All 2023 Notes shall be in fully registered form.

(c) The 2043 Notes and the Trustee's certificate of authentication thereon shall to 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 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 2043 Notes. All 2043 Notes shall be in fully registered form.

Section 4.02. *Global Securities; Transfer and Exchange*. Upon their original issuance, the 2018 Notes, 2023 Notes and 2043 Notes shall each be issued in the form of one or more Global Securities in definitive, fully registered form without interest coupons. Each such Global Security shall be duly executed by the Company, authenticated and delivered by the Trustee and shall be registered in the name of the Depositary, or its nominee, and deposited with the Trustee, as custodian for the Depositary. DTC shall be the initial Depositary for the 2018 Notes, 2023 Notes and 2043 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 and its participants, including Euroclear and Clearstream, as provided in Appendix I herein. Provisions relating to the transfer and exchange of each of the 2018 Notes, 2023 Notes and 2043 Notes are set forth in Appendix I, which is hereby incorporated in and expressly made a part of this Supplemental Indenture.

ARTICLE 5
ORIGINAL ISSUE OF NOTES

Section 5.01. *Original Issue of Notes*.

(a) The 2018 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 2018 Notes as in such Company Order provided.

(b) The 2023 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 2023 Notes as in such Company Order provided.

(c) The 2043 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 2043 Notes as in such Company Order provided.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Ratification of Indenture*. The Indenture, as supplemented by this Supplemental Indenture, is in all respects ratified and confirmed, and this Supplemental Indenture shall be deemed part of the 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 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 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.

[*Signature page follows*]

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

GENERAL MOTORS COMPANY

By: /s/ Daniel Ammann

Name: Daniel Ammann

Title: Executive Vice President & Chief Financial Officer

[*Company Signature Page to First 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 First Supplemental Indenture*]

EXHIBIT A-1

[FORM OF 3.500% SENIOR NOTE DUE 2018]

[Global Notes 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 NOTE 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 NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Notes Legend for Notes Offered in Reliance on Rule 144]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED

INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[Restricted Notes Legend for Notes Offered in Reliance on Regulation S]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE ''SECURITIES ACT''), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT

TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

[Definitive Notes Legend]

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

GENERAL MOTORS COMPANY

3.500% Senior Notes due 2018

CUSIP No.: [ ][1]

ISIN No.: [ ][2]

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,][3] on October 2, 2018, and to pay interest thereon from September 27, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 2 and October 2 of each year, commencing on April 2, 2014, at the rate of 3.500% 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 18 or September 17 (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] Rule 144A CUSIP No. 37045V AA8; Reg S CUSIP No. U3821P AA0

[2] Rule 144A ISIN No. US37045VAA89; Reg S ISIN No. USU3821PAA04

[3] To be included in Global Notes.

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

Dated: September 27, 2013

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: September 27, 2013

[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 (the "**Base Indenture**"), and the First Supplemental Indenture relating to the Notes dated as of September 27, 2013 (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 $1,500,000,000; *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 shall be redeemable at any time and from time to time, in whole or in part, at the Company's option, 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 (the "**Redemption Date**"), at a redemption price (the "**Redemption Price**") equal to the greater of: (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 Redemption Date on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 50 basis points.

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 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 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 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 a 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 six 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 six Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"***Reference Treasury Dealer***" means (i) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC, 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 Indenture are complied with.

4. The Indenture permits, with certain exceptions as therein provided, the amendment thereof 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 Indenture and the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the 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 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 therein and in the Supplemental Indenture (including the limitations in Section 311 of the Indenture and Section 4.02 of the Supplemental 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 Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Indenture and Section 4.02 of the Supplemental Indenture on transfers and exchanges of Global Securities.][4]

8. [Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement dated September 27, 2013, between the Company and the Initial Purchasers, including the obligations of the Holders with respect to the use of any registration statement or prospectus as provided for therein and the indemnification of the Company to the extent provided therein.][5]

9. **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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[4] To be included in Global Notes.

[5] To be included in Transfer Restricted Notes representing Initial Notes.

SCHEDULE OF INCREASES OR DECREASES[6]

The following increases and decreases in this Global Security for an interest in another Global Security or for a Definitive Security have been made:

Date of Transfer or Exchange	**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**

[6] To be included in Global Notes.

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 CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION OF TRANSFER RESTRICTED NOTES

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

The Bank of New York Mellon, as trustee
Corporate Trust Division
101 Barclay Street, Floor 7W
New York, New York 10286

Re: 3.500% SENIOR NOTES DUE 2018

Reference is hereby made to the Indenture, dated as of September 27, 2013 (the "Base Indenture"), among General Motors Company (the "Company") and The Bank of New York Mellon, as trustee (the "Trustee"), and the First Supplemental Indenture, dated as of September 27, 2013 (together with the Base Indenture, the "Indenture"), among the Company and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This certificate relates to $_________ principal amount of Notes held in (check applicable space) ____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

o has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above);

o has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate occurring while this Note is still a Transfer Restricted Definitive Note or a Transfer Restricted Global Note, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1)	o	to the Company or any Subsidiary thereof; or
(2)	o	to the Registrar for registration in the name of the holder, without transfer; or
(3)	o	pursuant to an effective registration statement under the Securities Act of 1933; or
(4)	o	inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
(5)	o	outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933 and such Note shall be held immediately after the transfer through Euroclear or Clearstream until the expiration of the Restricted Period (as defined in the Indenture); or
(6)	o	to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933) that has furnished to the Trustee a signed letter containing certain representations and agreements satisfactory to the Trustee; or
(7)	o	pursuant to another available exemption from registration provided by Rule 144 under the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered holder thereof; *provided*, *however*, that if box (5), (6) or (7) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee have reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

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

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: ______________________ ____

NOTE: To be executed by an executive officer

EXHIBIT A-2

[FORM OF 4.875% SENIOR NOTE DUE 2023]

[Global Notes 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 NOTE 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 NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Notes Legend for Notes Offered in Reliance on Rule 144]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED

INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[Restricted Notes Legend for Notes Offered in Reliance on Regulation S]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE ‘‘SECURITIES ACT’’), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE “RESALE RESTRICTION TERMINATION DATE”) THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT (“RULE 144A”), TO A PERSON IT REASONABLY BELIEVES IS A “QUALIFIED INSTITUTIONAL BUYER” AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL “ACCREDITED INVESTOR” WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY’S AND THE TRUSTEE’S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT

TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

[Definitive Notes Legend]

IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

GENERAL MOTORS COMPANY

4.875% Senior Notes due 2023

CUSIP No.: [ ][7]

ISIN No.: [ ][8]

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,][9] on October 2, 2023, and to pay interest thereon from September 27, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 2 and October 2 of each year, commencing on April 2, 2014, at the rate of 4.875% 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 18 or September 17 (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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[7] Rule 144A CUSIP No. 37045V AB6; Reg S CUSIP No. U3821P AB8

[8] Rule 144A ISIN No. US37045VAB62; Reg S ISIN No. USU3821PAB86

[9] To be included in Global Notes.

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

Dated: September 27, 2013

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: September 27, 2013

[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 (the "**Base Indenture**"), and the First Supplemental Indenture relating to the Notes dated as of September 27, 2013 (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 $1,500,000,000; *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 shall be redeemable at any time and from time to time, in whole or in part, at the Company's option, 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 (the "**Redemption Date**"), at a redemption price (the "**Redemption Price**") equal to the greater of: (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 Redemption Date on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 50 basis points.

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 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 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 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 a 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 six 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 six Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"***Reference Treasury Dealer***" means (i) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC, 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 Indenture are complied with.

4. The Indenture permits, with certain exceptions as therein provided, the amendment thereof 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 Indenture and the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the 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 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 therein and in the Supplemental Indenture (including the limitations in Section 311 of the Indenture and Section 4.02 of the Supplemental 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 Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Indenture and Section 4.02 of the Supplemental Indenture on transfers and exchanges of Global Securities.][10]

8. [Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement dated September 27, 2013, between the Company and the Initial Purchasers, including the obligations of the Holders with respect to the use of any registration statement or prospectus as provided for therein and the indemnification of the Company to the extent provided therein.][11]

9. **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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[10] To be included in Global Notes.

[11] To be included in Transfer Restricted Notes representing Initial Notes.

SCHEDULE OF INCREASES OR DECREASES[12]

The following increases and decreases in this Global Security for an interest in another Global Security or for a Definitive Security have been made:

Date of Transfer or Exchange	**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**

[12] To be included in Global Notes.

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 CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION OF TRANSFER RESTRICTED NOTES

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

The Bank of New York Mellon, as trustee
Corporate Trust Division
101 Barclay Street, Floor 7W
New York, New York 10286

Re: 4.875% SENIOR NOTES DUE 2023

Reference is hereby made to the Indenture, dated as of September 27, 2013 (the "Base Indenture"), among General Motors Company (the "Company") and The Bank of New York Mellon, as trustee (the "Trustee"), and the First Supplemental Indenture, dated as of September 27, 2013 (together with the Base Indenture, the "Indenture"), among the Company and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This certificate relates to $_________ principal amount of Notes held in (check applicable space) ____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

o has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above);

o has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate occurring while this Note is still a Transfer Restricted Definitive Note or a Transfer Restricted Global Note, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1)	o	to the Company or any Subsidiary thereof; or
(2)	o	to the Registrar for registration in the name of the holder, without transfer; or
(3)	o	pursuant to an effective registration statement under the Securities Act of 1933; or
(4)	o	inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
(5)	o	outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933 and such Note shall be held immediately after the transfer through Euroclear or Clearstream until the expiration of the Restricted Period (as defined in the Indenture); or
(6)	o	to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933) that has furnished to the Trustee a signed letter containing certain representations and agreements satisfactory to the Trustee; or
(7)	o	pursuant to another available exemption from registration provided by Rule 144 under the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered holder thereof; *provided*, *however*, that if box (5), (6) or (7) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee have reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

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

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: ____________________ ____

NOTE: To be executed by an executive officer

EXHIBIT A-3

[FORM OF 6.250% SENIOR NOTE DUE 2043]

[Global Notes 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 NOTE 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 NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

[Restricted Notes Legend for Notes Offered in Reliance on Rule 144]

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED

INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

[Restricted Notes Legend for Notes Offered in Reliance on Regulation S]

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TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT.

[Definitive Notes Legend]

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GENERAL MOTORS COMPANY

6.250% Senior Notes due 2043

CUSIP No.: [ ][13]

ISIN No.: [ ][14]

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,][15] on October 2, 2043, and to pay interest thereon from September 27, 2013 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually in arrears on April 2 and October 2 of each year, commencing on April 2, 2014, at the rate of 6.250% 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 18 or September 17 (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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[13] Rule 144A CUSIP No. 37045V AC4; Reg S CUSIP No. U3821P AC6

[14] Rule 144A ISIN No. US37045VAC46; Reg S ISIN No. USU3821PAC69

[15] To be included in Global Notes.

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

Dated: September 27, 2013

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: September 27, 2013

[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 (the "**Base Indenture**"), and the First Supplemental Indenture relating to the Notes dated as of September 27, 2013 (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 $1,500,000,000; *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 shall be redeemable at any time and from time to time, in whole or in part, at the Company's option, 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 (the "**Redemption Date**"), at a redemption price (the "**Redemption Price**") equal to the greater of: (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 Redemption Date on a semiannual basis at a rate equal to the sum of the Treasury Rate plus 50 basis points.

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 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 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 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 a 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 six 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 six Reference Treasury Dealer Quotations, the average of all Reference Treasury Dealer Quotations so received.

"***Reference Treasury Dealer***" means (i) each of Citigroup Global Markets Inc., J.P. Morgan Securities LLC, 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 Indenture are complied with.

4. The Indenture permits, with certain exceptions as therein provided, the amendment thereof 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 Indenture and the Supplemental Indenture also contain provisions (including the provisions in Section 1006 of the 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 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 therein and in the Supplemental Indenture (including the limitations in Section 311 of the Indenture and Section 4.02 of the Supplemental 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 Indenture and the Supplemental Indenture relating to Global Securities, including the limitations in Section 311 of the Indenture and Section 4.02 of the Supplemental Indenture on transfers and exchanges of Global Securities.][16]

8. [Each Holder of a Note, by acceptance hereof, acknowledges and agrees to the provisions of the Registration Rights Agreement dated September 27, 2013, between the Company and the Initial Purchasers, including the obligations of the Holders with respect to the use of any registration statement or prospectus as provided for therein and the indemnification of the Company to the extent provided therein.][17]

9. **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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[16] To be included in Global Notes.

[17] To be included in Transfer Restricted Notes representing Initial Notes.

SCHEDULE OF INCREASES OR DECREASES[18]

The following increases and decreases in this Global Security for an interest in another Global Security or for a Definitive Security have been made:

Date of Transfer or Exchange	**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**

[18] To be included in Global Notes.

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 CERTIFICATE TO BE DELIVERED UPON EXCHANGE OR REGISTRATION OF TRANSFER RESTRICTED NOTES

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

The Bank of New York Mellon, as trustee
Corporate Trust Division
101 Barclay Street, Floor 7W
New York, New York 10286

Re: 6.250% SENIOR NOTES DUE 2043

Reference is hereby made to the Indenture, dated as of September 27, 2013 (the "Base Indenture"), among General Motors Company (the "Company") and The Bank of New York Mellon, as trustee (the "Trustee"), and the First Supplemental Indenture, dated as of September 27, 2013 (together with the Base Indenture, the "Indenture"), among the Company and the Trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

This certificate relates to $_________ principal amount of Notes held in (check applicable space) ____ book-entry or _____ definitive form by the undersigned.

The undersigned (check one box below):

o has requested the Trustee by written order to deliver in exchange for its beneficial interest in the Global Note held by the Depositary a Note or Notes in definitive, registered form of authorized denominations and an aggregate principal amount equal to its beneficial interest in such Global Note (or the portion thereof indicated above);

o has requested the Trustee by written order to exchange or register the transfer of a Note or Notes.

In connection with any transfer of any of the Notes evidenced by this certificate occurring while this Note is still a Transfer Restricted Definitive Note or a Transfer Restricted Global Note, the undersigned confirms that such Notes are being transferred in accordance with its terms:

CHECK ONE BOX BELOW

(1)	o	to the Company or any Subsidiary thereof; or
(2)	o	to the Registrar for registration in the name of the holder, without transfer; or
(3)	o	pursuant to an effective registration statement under the Securities Act of 1933; or
(4)	o	inside the United States to a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act of 1933) that purchases for its own account or for the account of a qualified institutional buyer to whom notice is given that such transfer is being made in reliance on Rule 144A, in each case pursuant to and in compliance with Rule 144A under the Securities Act of 1933; or
(5)	o	outside the United States in an offshore transaction within the meaning of Regulation S under the Securities Act in compliance with Rule 904 under the Securities Act of 1933 and such Note shall be held immediately after the transfer through Euroclear or Clearstream until the expiration of the Restricted Period (as defined in the Indenture); or
(6)	o	to an institutional "accredited investor" (as defined in Rule 501(a)(1), (2), (3) or (7) under the Securities Act of 1933) that has furnished to the Trustee a signed letter containing certain representations and agreements satisfactory to the Trustee; or
(7)	o	pursuant to another available exemption from registration provided by Rule 144 under the Securities Act of 1933.

Unless one of the boxes is checked, the Trustee will refuse to register any of the Notes evidenced by this certificate in the name of any Person other than the registered holder thereof; *provided*, *however*, that if box (5), (6) or (7) is checked, the Company or the Trustee may require, prior to registering any such transfer of the Notes, such legal opinions, certifications and other information as the Company or the Trustee have reasonably requested to confirm that such transfer is being made pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

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

TO BE COMPLETED BY PURCHASER IF (4) ABOVE IS CHECKED.

The undersigned represents and warrants that it is purchasing this Note for its own account or an account with respect to which it exercises sole investment discretion and that it and any such account is a "qualified institutional buyer" within the meaning of Rule 144A under the Securities Act, and is aware that the sale to it is being made in reliance on Rule 144A and acknowledges that it has received such information regarding the Company as the undersigned has requested pursuant to Rule 144A or has determined not to request such information and that it is aware that the transferor is relying upon the undersigned's foregoing representations in order to claim the exemption from registration provided by Rule 144A.

Date: ______________________ ____

NOTE: To be executed by an executive officer

APPENDIX I

PROVISIONS RELATING TO INITIAL NOTES, ADDITIONAL NOTES
AND EXCHANGE NOTES

1. Definitions.

1.1 Definitions.

For the purposes of this Appendix I the following terms shall have the meanings indicated below:

"Additional Interest" has the meaning set forth in the Registration Rights Agreement.

"Additional Notes" means the Notes issued under the terms of the Indenture and the Supplemental Indenture subsequent to September 27, 2013.

"Definitive Note" means a certificated Initial Note, Additional Note or Exchange Note (bearing the Restricted Notes Legend if the transfer of such Note is restricted by applicable law) that does not include the Global Notes Legend.

"Clearstream" means Clearstream Banking, *société anonyme*.

"Depositary" means The Depository Trust Company, its nominees and their respective successors.

"Euroclear" means Euroclear S.A./N.V., as operator of the Euroclear system.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Exchange Notes" means the Notes of the Company issued pursuant to the Indenture in exchange for, and in an aggregate principal amount equal to or not in excess of, the Initial Notes or any Additional Notes, if applicable, in compliance with the terms of the Registration Rights Agreement.

"Global Notes Legend" means the legend set forth under that caption in the applicable Exhibit to the Supplemental Indenture.

"IAI" means an institutional "accredited investor" as described in Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Initial Notes" means the Notes initially authorized and established pursuant to Section 2.01 of the Supplemental Indenture.

"Initial Purchasers" means the initial purchasers as set forth under the "Plan of Distribution" section of the Offering Memorandum.

"Notes Custodian" means the custodian with respect to a Global Note (as appointed by the Depositary) or any successor person thereto, who shall initially be the Trustee.

"Offering Memorandum" means the offering memorandum dated September 24, 2013, relating to the offer and sale of the Initial Notes.

"QIB" means a "qualified institutional buyer" as defined in Rule 144A.

"Registered Exchange Offer" means the offer by the Company, pursuant to the Registration Rights Agreement, to certain Holders of Initial Notes, to issue and deliver to such Holders, in exchange for the Initial Notes, a like aggregate principal amount of Exchange Notes registered under the Securities Act.

"Registration Rights Agreement" means the registration rights agreement dated September 27, 2013, between the Company and the Initial Purchasers entered into in connection with the offer and sale of the Initial Notes.

"Regulation S" means Regulation S under the Securities Act.

"Regulation S Notes" means all Initial Notes offered and sold outside the United States in reliance on Regulation S.

"Restricted Notes Legend" means the legends set forth in Section 2.2(f)(i) herein applicable to Rule 144A Notes or Regulation S Notes.

"Restricted Period," with respect to any Notes, means the period of 40 consecutive days beginning on and including the later of (a) the day on which such Notes are first offered to persons other than distributors (as defined in Regulation S under the Securities Act) in reliance on Regulation S, notice of which day shall be promptly given by the Company to the Trustee, and (b) September 27, 2013, and with respect to any Additional Notes that are Transfer Restricted Notes, it means the comparable period of 40 consecutive days.

"Rule 501" means Rule 501(a)(1), (2), (3) or (7) under the Securities Act.

"Rule 144A" means Rule 144A under the Securities Act.

"Rule 144A Notes" means all Initial Notes offered and sold to QIBs in reliance on Rule 144A.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Shelf Registration Statement" means the registration statement filed by the Company in connection with the offer and sale of Initial Notes pursuant to the Registration Rights Agreement.

"Transfer Restricted Definitive Notes" means Definitive Notes that bear or are required to bear or are subject to the Restricted Notes Legend.

"Transfer Restricted Global Notes" means Global Notes that bear or are required to bear or are subject to the Restricted Notes Legend.

"Transfer Restricted Notes" means the Transfer Restricted Definitive Notes and Transfer Restricted Global Notes.

"Unrestricted Definitive Notes" means Definitive Notes that are not required to bear, or are not subject to, the Restricted Notes Legend.

"Unrestricted Global Notes" means Global Notes that are not required to bear, or are not subject to, the Restricted Notes Legend.

1.2 Other Definitions.

Term:	Defined in Section of this Appendix I:
Agent Members	2.1(b)
Global Notes	2.1(b)
Regulation S Global Notes	2.1(b)
Rule 144A Global Notes	2.1(b)

All other definitions used in the Appendix I but not otherwise defined have the respective meanings specified in the Indenture and the Supplemental Indenture.

2. The Notes.

2.1 Form and Dating; Global Notes.

(a) The Initial Notes issued on the date hereof will be (i) privately placed by the Company pursuant to the Offering Memorandum and (ii) sold initially only to (1) QIBs in reliance on Rule 144A and (2) Persons other than U.S. Persons (as defined in Regulation S) in reliance on Regulation S. Additional Notes offered after the date hereof may be offered and sold by the Company from time to time pursuant to one or more agreements in accordance with applicable law.

(b) Global Notes. (i) Rule 144A Notes initially shall be represented by one or more Global Securities in definitive, fully registered, global form without interest coupons (collectively, the "Rule 144A Global Notes"), which shall be registered in the name of the Depositary or the nominee of the Depositary for credit to an account of Agent Members. Regulation S Notes initially shall be represented by one or more Global Securities in definitive, fully registered, global form without interest coupons (collectively, the "Regulation S Global Notes"), which shall be registered in the name of the Depositary or the nominee of the Depositary for credit to an account of Agent Members holding on behalf of Euroclear or Clearstream.

The term "Global Notes" means the Rule 144A Global Notes and the Regulation S Global Notes. The Global Notes shall bear the Global Note Legend. The Global Notes initially shall (i) be delivered to the Trustee as custodian for the Depositary and (ii) bear the applicable Restricted Notes Legend.

Members of, or direct or indirect participants in, the Depositary (collectively, the "Agent Members") shall have no rights under the Indenture or the Supplemental Indenture with respect to any Global Note held on their behalf by the Depositary, or the Trustee as its custodian, or under the Global Notes. The Depositary may be treated by the Company, the Trustee and any agent of the Company or the Trustee as the absolute owner of the Global Notes 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 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.

(ii) Transfers of Global Notes shall be limited to transfer in whole, but not in part, to the Depositary, its successors or their respective nominees. Interests of beneficial owners in the Global Notes may be transferred or exchanged for Definitive Notes only in accordance with the applicable rules and procedures of the Depositary and the applicable provisions of Section 2.2 if (A) such Depositary has notified the Company that it is unwilling or unable to continue as Depositary with respect to such Global Note and a successor Depositary is not appointed by the

Company within 90 days, (B) the Depositary ceases to be registered as a clearing agency under the Exchange Act and a successor Depositary is not appointed within 90 days, (C) there shall have occurred and be continuing an Event of Default with respect to such Global Note, or (D) the Company so directs the Trustee by a Company Order; *provided* that in no event shall the Regulation S Global Note be exchanged by the Company for Definitive Notes prior to the expiration of the Restricted Period. In all cases, Definitive Notes delivered in exchange for any Global Note or beneficial interests therein shall be registered in the names, and issued in any approved denominations, requested by or on behalf of the Depositary in accordance with its customary procedures.

(iii) In connection with the transfer of a Global Note as an entirety to beneficial owners pursuant to subsection (ii) of this Section 2.1(b), such Global Note shall be deemed to be surrendered to the Trustee for cancellation, and the Company shall execute, and, upon written order of the Company signed by an officer of the Company, the Trustee shall authenticate and make available for delivery, to each beneficial owner identified by the Depositary in writing in exchange for its beneficial interest in such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations.

(iv) Any Transfer Restricted Note delivered in exchange for an interest in a Global Note pursuant to Section 2.2 shall, except as otherwise provided in Section 2.2, bear the Restricted Notes Legend.

(v) Notwithstanding the foregoing, through the Restricted Period, a beneficial interest in a Regulation S Global Note may be held only through Euroclear or Clearstream unless delivery is made in accordance with the applicable provisions of Section 2.2.

(vi) The Holder of any Global Note may grant proxies and otherwise authorize any Person, including Agent Members and Persons that may hold interests through Agent Members, to take any action which a Holder is entitled to take under the Indenture, the Supplemental Indenture or the Notes.

2.2 Transfer and Exchange.

(a) Transfer and Exchange of Global Notes. A Global Note may not be transferred except as a whole as set forth in Section 2.1(b). Global Notes will not be exchanged by the Company for Definitive Notes except under the circumstances described in Section 2.1(b)(ii). Global Notes also may be exchanged or replaced, in whole or in part, as provided in Section 306 of the Indenture. Beneficial interests in a Global Note may be transferred and exchanged as provided in Section 2.2(b).

(b) Transfer and Exchange of Beneficial Interests in Global Notes. The transfer and exchange of beneficial interests in the Global Notes shall be effected through the Depositary, in accordance with the provisions of the Indenture, the Supplemental Indenture and the applicable rules and procedures of the Depositary. Beneficial interests in Transfer Restricted Global Notes shall be subject to restrictions on transfer as set forth in the Restricted Notes Legend and to the extent required by the Securities Act. Transfers and exchanges of beneficial interests in the Global Notes also shall require compliance with either subparagraph (i) or (ii) below, as applicable, as well as one or more of the other following subparagraphs, as applicable:

(i) Transfer of Beneficial Interests in the Same Global Note. Beneficial interests in any Transfer Restricted Global Note may be transferred to Persons who take delivery thereof in the

form of a beneficial interest in the same Transfer Restricted Global Note in accordance with the transfer restrictions set forth in the Restricted Notes Legend; *provided*, *however*, that prior to the expiration of the Restricted Period, transfers of beneficial interests in a Regulation S Global Note may not be made to a U.S. Person or for the account or benefit of a U.S. Person. A beneficial interest in an Unrestricted Global Note may be transferred to Persons who take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note. No written orders or instructions shall be required to be delivered to the Security Registrar to effect the transfers described in this Section 2.2(b)(i).

(ii) All Other Transfers and Exchanges of Beneficial Interests in Global Notes. In connection with all transfers and exchanges of beneficial interests in any Global Note that are not subject to Section 2.2(b)(i), the transferor of such beneficial interest must deliver to the Security Registrar (1) a written order from an Agent Member given to the Depositary in accordance with the applicable rules and procedures of the Depositary directing the Depositary to credit or cause to be credited a beneficial interest in another Global Note in an amount equal to the beneficial interest to be transferred or exchanged and (2) instructions given in accordance with the applicable rules and procedures of the Depositary containing information regarding the Agent Member account to be credited with such increase. Upon any transfer or exchange of beneficial interests in Global Notes, the Trustee shall adjust the principal amount of the relevant Global Note to the extent required under Section 2.2(g).

(iii) Transfer of Beneficial Interests in a Transfer Restricted Global Note for Beneficial Interests in another Transfer Restricted Global Note. A beneficial interest in a Transfer Restricted Global Note may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Transfer Restricted Global Note if the transfer complies with the requirements of Section 2.2(b)(ii) above and the Security Registrar receives the following:

(A) if the transferee will take delivery in the form of a beneficial interest in a Rule 144A Global Note, then the transferor must deliver a certificate in the form attached to the applicable Note; and

(B) if the transferee will take delivery in the form of a beneficial interest in a Regulation S Global Note, then the transferor must deliver a certificate in the form attached to the applicable Note.

(iv) Transfer and Exchange of Beneficial Interests in a Transfer Restricted Global Note for Beneficial Interests in an Unrestricted Global Note. A beneficial interest in a Transfer Restricted Global Note may be exchanged by any Holder thereof for a beneficial interest in an Unrestricted Global Note or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note if the exchange or transfer complies with the requirements of Section 2.2(b)(ii) above and the Security Registrar receives the following:

(A) if the Holder of such beneficial interest in a Transfer Restricted Global Note proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form attached to the applicable Note; or

(B) if the Holder of such beneficial interest in a Transfer Restricted Global Note proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form attached to the applicable Note,

and, in each such case, if the Company or the Security Registrar so request or if the applicable rules and procedures of the Depositary so require, an opinion of such Holder's legal counsel in form and from counsel (or, in the case of a transfer or exchange contemplated by subparagraphs (iii), (iv), (v) or (vi) of Section 2.2(f) hereof, an Opinion of Counsel in form) reasonably acceptable to the Company and the Security Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act. If any such transfer or exchange is effected pursuant to this subparagraph (iv) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an written order of the Company in accordance with Section 201 of the Indenture, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred or exchanged pursuant to this subparagraph (iv).

(v) Transfer and Exchange of Beneficial Interests in an Unrestricted Global Note for Beneficial Interests in a Transfer Restricted Global Note. Beneficial interests in an Unrestricted Global Note cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Transfer Restricted Global Note.

(c) Transfer and Exchange of Beneficial Interests in Global Notes for Definitive Notes. A beneficial interest in a Global Note may not be exchanged for a Definitive Note except under the circumstances described in Section 2.1(b)(ii). A beneficial interest in a Global Note may not be transferred to a Person who takes delivery thereof in the form of a Definitive Note except under the circumstances described in Section 2.1(b)(ii).

(d) Transfer and Exchange of Definitive Notes for Beneficial Interests in Global Notes. Transfers and exchanges of Definitive Notes for beneficial interests in the Global Notes also shall require compliance with either subparagraph (i), (ii) or (iii) below, as applicable:

(i) Transfer Restricted Definitive Notes to Beneficial Interests in Transfer Restricted Global Notes. If any Holder of a Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Definitive Note for a beneficial interest in a Transfer Restricted Global Note or to transfer such Transfer Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in a Restricted Global Note, then, upon receipt by the Security Registrar of the following:

(A) if the Holder of such Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Note for a beneficial interest in a Transfer Restricted Global Note, a certificate from such Holder in the form attached to the applicable Note;

(B) if such Transfer Restricted Definitive Note is being transferred to a QIB in accordance with Rule 144A under the Securities Act, a certificate from such Holder in the form attached to the applicable Note;

(C) if such Transfer Restricted Definitive Note is being transferred to a Non U.S. Person in an offshore transaction in accordance with Rule 903 or Rule 904 under the Securities Act, a certificate from such Holder in the form attached to the applicable Note;

(D) if such Transfer Restricted Definitive Note is being transferred pursuant to an exemption from the registration requirements of the Securities Act in accordance with

Rule 144 under the Securities Act, a certificate from such Holder in the form attached to the applicable Note;

(E) if such Transfer Restricted Definitive Note is being transferred to an IAI in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (B) through (D) above, a certificate from such Holder in the form attached to the applicable Note, including any applicable representations and agreements and an opinion of such Holder's legal counsel in form and from counsel reasonably acceptable to the Company and the Security Registrar;

(F) if such Transfer Restricted Definitive Note is being transferred to the Company or a Subsidiary thereof, a certificate from such Holder in the form attached to the applicable Note;

the Security Registrar shall cancel the Transfer Restricted Definitive Note, and increase or cause to be increased the aggregate principal amount of the appropriate Transfer Restricted Global Note and endorse or cause to be endorsed such Transfer Restricted Global Note to reflect such increase.

(ii) Transfer Restricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of a Transfer Restricted Definitive Note may exchange such Transfer Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note or transfer such Transfer Restricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note only if the Security Registrar receives the following:

(A) if the Holder of such Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Definitive Note for a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form attached to the applicable Note; or

(B) if the Holder of such Transfer Restricted Definitive Notes proposes to transfer such Transfer Restricted Definitive Note to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Note, a certificate from such Holder in the form attached to the applicable Note,

and, in each such case, if the Company or the Security Registrar so request or if the applicable rules and procedures of the Depositary so require, an opinion of such Holder's legal counsel in form and from counsel (or, in the case of a transfer or exchange contemplated by subparagraphs (iii), (iv), (v) or (vi) of Section 2.2(f) hereof, an Opinion of Counsel in form) reasonably acceptable to the Company and the Security Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act. Upon satisfaction of the conditions of this subparagraph (ii), the Security Registrar shall cancel the Transfer Restricted Definitive Note and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note and endorse or cause to be endorsed such Unrestricted Global Note to reflect such increase. If any such transfer or exchange is effected pursuant to this subparagraph (ii) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an written order of the Company in accordance with Section 201 of the Indenture, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Transfer Restricted Notes transferred or exchanged pursuant to this subparagraph (ii).

(iii) Unrestricted Definitive Notes to Beneficial Interests in Unrestricted Global Notes. A Holder of an Unrestricted Definitive Note may exchange such Unrestricted Definitive Note for a beneficial interest in an Unrestricted Global Note or transfer such Unrestricted Definitive Note to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Note at any time. Upon receipt of a request for such an exchange or transfer, the Security Registrar shall cancel the applicable Unrestricted Definitive Note and increase or cause to be increased the aggregate principal amount of the Unrestricted Global Note and endorse or cause to be endorsed such Unrestricted Global Note to reflect such increase. If any such transfer or exchange is effected pursuant to this subparagraph (iii) at a time when an Unrestricted Global Note has not yet been issued, the Company shall issue and, upon receipt of an written order of the Company in accordance with Section 201 of the Indenture, the Trustee shall authenticate one or more Unrestricted Global Notes in an aggregate principal amount equal to the aggregate principal amount of Unrestricted Definitive Notes transferred or exchanged pursuant to this subparagraph (iii).

(iv) Unrestricted Definitive Notes to Beneficial Interests in Transfer Restricted Global Notes. An Unrestricted Definitive Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a beneficial interest in a Transfer Restricted Global Note.

(e) Transfer and Exchange of Definitive Notes for Definitive Notes. Upon request by a Holder of Definitive Notes and such Holder's compliance with the provisions of this Section 2.2(e), the Security Registrar shall register the transfer or exchange of Definitive Notes. Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Security Registrar the Definitive Notes duly endorsed or accompanied by a written instruction of transfer in the form attached to the applicable Note duly executed by such Holder or by its attorney, duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 2.2(e).

(i) Transfer Restricted Definitive Notes to Transfer Restricted Definitive Notes. A Transfer Restricted Definitive Note may be transferred to and registered in the name of a Person who takes delivery thereof in the form of a Transfer Restricted Definitive Note only if the Security Registrar receives the following:

(A) if the transfer will be made pursuant to Rule 144A under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Note;

(B) if the transfer will be made pursuant to Rule 903 or Rule 904 under the Securities Act, then the transferor must deliver a certificate in the form attached to the applicable Note;

(C) if the transfer will be made pursuant to an exemption from the registration requirements of the Securities Act in accordance with Rule 144 under the Securities Act, a certificate in the form attached to the applicable Note;

(D) if the transfer will be made to an IAI in reliance on an exemption from the registration requirements of the Securities Act other than those listed in subparagraphs (A) through (C) above, a certificate from such transferring Holder in the form attached to the applicable Note, including any applicable representations and agreements and an opinion of such transferring Holder's legal counsel in form and from counsel reasonably acceptable to the Company and the Security Registrar; and

(E) if such transfer will be made to the Company or a Subsidiary thereof, a certificate in the form attached to the applicable Note.

(ii) Transfer Restricted Definitive Notes to Unrestricted Definitive Notes. Any Transfer Restricted Definitive Note may be exchanged by the Holder thereof for an Unrestricted Definitive Note or transferred to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note if the Security Registrar receives the following:

(A) if the Holder of such Transfer Restricted Definitive Note proposes to exchange such Transfer Restricted Definitive Note for an Unrestricted Definitive Note, a certificate from such Holder in the form attached to the applicable Note; or

(B) if the Holder of such Transfer Restricted Definitive Note proposes to transfer such Notes to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Note, a certificate from such Holder in the form attached to the applicable Note,

and, in each such case, if the Company or the Security Registrar so request, an opinion of such Holder's legal counsel in form and from counsel (or, in the case of a transfer or exchange contemplated by subparagraphs (iii), (iv), (v) or (vi) of Section 2.2(f) hereof, an Opinion of Counsel in form) reasonably acceptable to the Company and the Security Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and that the restrictions on transfer contained herein and in the Restricted Notes Legend are no longer required in order to maintain compliance with the Securities Act.

(iii) Unrestricted Definitive Notes to Unrestricted Definitive Notes. A Holder of an Unrestricted Definitive Note may transfer such Unrestricted Definitive Notes to a Person who takes delivery thereof in the form of an Unrestricted Definitive Note at any time. Upon receipt of a request to register such a transfer, the Security Registrar shall register the Unrestricted Definitive Notes pursuant to the instructions from the Holder thereof.

(iv) Unrestricted Definitive Notes to Transfer Restricted Definitive Notes. An Unrestricted Definitive Note cannot be exchanged for, or transferred to a Person who takes delivery thereof in the form of, a Transfer Restricted Definitive Note.

(f) Legends.

(i) Except as permitted by the following subparagraphs (ii) through (vi), each Note certificate evidencing the Global Notes and any Definitive Notes (and all Notes issued in exchange therefor or in substitution thereof) 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), as applicable.

Each Rule 144A Note shall bear the following legend:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS

ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS ONE YEAR AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A IN A TRANSACTION MEETING THE REQUIREMENTS OF RULE 144A,(D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/ OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE."

Each Regulation S Note shall bear the following legend:

"THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE ''SECURITIES ACT''), OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION. THE HOLDER OF THIS SECURITY, BY ITS ACCEPTANCE HEREOF, AGREES ON ITS OWN BEHALF AND ON BEHALF OF ANY INVESTOR ACCOUNT FOR WHICH IT HAS PURCHASED SECURITIES, TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE DATE (THE "RESALE RESTRICTION TERMINATION DATE") THAT IS 40 DAYS AFTER THE LATER OF THE ISSUE DATE HEREOF OR ANY OTHER ISSUE DATE IN RESPECT OF A FURTHER

ISSUANCE OF SECURITIES OF THE SAME SERIES AND THE LAST DATE ON WHICH GENERAL MOTORS COMPANY OR ANY AFFILIATE OF GENERAL MOTORS COMPANY WAS THE OWNER OF THIS SECURITY (OR ANY PREDECESSOR OF SUCH SECURITY), ONLY (A) TO GENERAL MOTORS COMPANY OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A UNDER THE SECURITIES ACT ("RULE 144A"), TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM MEETING THE REQUIREMENTS OF RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, (E) TO AN INSTITUTIONAL "ACCREDITED INVESTOR" WITHIN THE MEANING OF RULE 501(a)(1), (2), (3) OR (7) UNDER THE SECURITIES ACT THAT IS NOT A QUALIFIED INSTITUTIONAL BUYER AND THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF ANOTHER INSTITUTIONAL ACCREDITED INVESTOR, IN EACH CASE IN A MINIMUM PRINCIPAL AMOUNT OF THE SECURITIES OF $250,000, FOR INVESTMENT PURPOSES AND NOT WITH A VIEW TO OR FOR OFFER OR SALE IN CONNECTION WITH ANY DISTRIBUTION IN VIOLATION OF THE SECURITIES ACT OR (F) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT, SUBJECT TO GENERAL MOTORS COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER PURSUANT TO CLAUSES (D), (E) OR (F) TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL, CERTIFICATION AND/OR OTHER INFORMATION SATISFACTORY TO EACH OF THEM. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE. BY ITS ACQUISITION HEREOF, THE HOLDER HEREOF REPRESENTS THAT IT IS NOT A U.S. PERSON NOR IS IT PURCHASING FOR THE ACCOUNT OF A U.S. PERSON AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT."

Each Definitive Note shall bear the following additional legend:

"IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE REGISTRAR AND TRANSFER AGENT SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS."

Each Global Note shall bear the following additional 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 NOTE 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 NOTE SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF."

(ii) Upon any sale or transfer of a Transfer Restricted Definitive Note, the Security Registrar shall permit the Holder thereof to exchange such Transfer Restricted Definitive Note for an Unrestricted Definitive Note if such sale or transfer was made in compliance with Section 2.2(e)(ii) and the Holder certifies in writing to the Security Registrar that its request for such exchange was made in reliance on Rule 144 (such certification to be in the form attached to the applicable Note).

(iii) If the Company determines (upon the advice of counsel and such other certifications and evidence as the Company may reasonably require) that any Transfer Restricted Note is eligible for resale pursuant to Rule 144 under the Securities Act (or a successor provision) without the need for current public information and that the Restricted Notes Legend is no longer necessary or appropriate in order to ensure that subsequent transfers of the Note (or a beneficial interest therein) are effected in compliance with the Securities Act, the Company may instruct the Security Registrar to cancel the Note and issue to the Holder thereof (or to its transferee) a new Note of like tenor and amount, registered in the name of the Holder thereof (or its transferee), that does not bear the Restricted Notes Legend, and the Security Registrar will comply with such instruction.

(iv) Upon a sale or transfer after the expiration of the Restricted Period of any Transfer Restricted Note acquired pursuant to Regulation S, all requirements that such Transfer Restricted Note bear the Restricted Notes Legend shall cease to apply.

(v) Upon the transfer of any Initial Notes pursuant to an effective Shelf Registration Statement with respect to such Initial Notes, all requirements pertaining to the Restricted Notes Legend on any such Initial Note will cease to apply and an Initial Note or an Initial Note in global form, in each case without the Restrictive Notes Legend, will be available to the transferee of the Holder of such Initial Notes upon exchange of such transferring Holder's Initial Note (in the case of a Definitive Note) or transfer of such Holder's beneficial interest in the Initial Note (in the case of a Global Note), as applicable.

(vi) Upon the consummation of the Registered Exchange Offer, Exchange Notes (or beneficial interests therein) without the Restrictive Notes Legend will be available to the exchanging Holders of Initial Notes (or beneficial interests therein).

(vii) Any Additional Notes issued in an offering registered pursuant to provisions of the Securities Act shall not be required to bear the Restricted Notes Legend.

(g) Cancellation or Adjustment of Global Note. At such time as all beneficial interests in a particular Global Note have been exchanged for Definitive Notes or a particular Global Note has been redeemed, repurchased or canceled in whole and not in part, each such Global Note shall be returned to or

retained and canceled by the Security Registrar in accordance with Section 309 of the Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Note or for Definitive Notes, the principal amount of Notes represented by such Global Note shall be reduced accordingly and an endorsement shall be made on such Global Note 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 Note, such other Global Note shall be increased accordingly and an endorsement shall be made on such Global Note by the Security Registrar or by the Depositary at the direction of the Trustee to reflect such increase.

Exhibit 4.4
EXECUTION VERSION

REGISTRATION RIGHTS AGREEMENT

Dated September 27, 2013

between

GENERAL MOTORS COMPANY

and

CITIGROUP GLOBAL MARKETS INC.

REGISTRATION RIGHTS AGREEMENT

THIS REGISTRATION RIGHTS AGREEMENT (the "**Agreement**") is made and entered into as of September 27, 2013, between General Motors Company, a Delaware corporation (the "**Company**"), and Citigroup Global Markets Inc., acting as representative (together in such capacity, the "**Manager**") of the several Initial Purchasers (the "**Initial Purchasers**") named in Schedule I to the Purchase Agreement (as defined below).

This Agreement is entered in connection with the Purchase Agreement dated September 27, 2013, between the Company and the Manager (the "**Purchase Agreement**"), which provides for the sale by the Company to the Initial Purchasers of $1,500,000,000 aggregate principal amount of the Company's 3.500% Senior Notes due 2018 (the "**2018 Notes**"), $1,500,000,000 aggregate principal amount of the Company's 4.875% Senior Notes due 2023 (the "**2023 Notes**") and $1,500,000,000 aggregate principal amount of the Company's 6.250% Senior Notes due 2043 (the "**2043 Notes**", and together with the 2018 Notes and the 2023 Notes, the "**Securities**"). In order to induce the Initial Purchasers to enter into the Purchase Agreement, the Company has agreed to provide to the Initial Purchasers and their direct and indirect transferees the registration rights set forth in this Agreement. The execution and delivery of this Agreement is a condition to the Initial Purchasers' obligations to purchase the Securities under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows for the benefit of each other and for the equal and ratable benefit of the Holders of the Securities:

1. *Definitions.*

As used in this Agreement, the following capitalized defined terms shall have the following meanings:

"**1933 Act**" shall mean the Securities Act of 1933 as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"**1934 Act**" shall mean the Securities Exchange Act of 1934, as amended, or any successor federal statute, and the rules and regulations of the Commission thereunder, all as the same shall be in effect from time to time.

"**Additional Interest**" shall have the meaning set forth in Section 2(e) hereof.

"**Affiliate**" shall mean with respect to any specified Person, any other Person directly or indirectly controlling or controlled by, or under direct or indirect common control with, such specified Person. For purposes of this definition, "control" (including, with correlative meanings, the terms "controlling," "controlled by," and "under common control with") as used with respect to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities or otherwise.

"**Agreement**" shall have the meaning set forth in the preamble.

"**Business Days**" means a day other than a Saturday, Sunday or other day on which banking institutions are authorized or required by law to close in New York City or the place of payment.

“**Closing Date**” shall have the meaning ascribed thereto in the Purchase Agreement.

“**Company**” shall have the meaning set forth in the preamble and shall also include the Company’s successors.

“**Effectiveness Date**” shall mean the date of effectiveness of any Registration Statement.

“**Effectiveness Target Date**” means (i) with respect to an Exchange Offer Registration Statement or the Shelf Registration Statement required to be filed pursuant to Section 2(b)(i), the 365th day after the Closing Date and (ii) with respect to the Shelf Registration Statement required to be filed pursuant to Sections 2(b)(ii), (iii) or (iv), as promptly as possible after the 365th day after the Closing Date (or, in the case of 2(b)(iii) or (iv), the 60th day after the delivery of notice, if later than such 365th day after the Closing Date).

“**Exchange Dates**” shall have the meaning set forth in Section 2(a)(ii) hereof.

“**Exchange Offer**” shall mean the exchange offer by the Company of Exchange Securities for Registrable Securities pursuant to Section 2(a) hereof.

“**Exchange Offer Registration**” shall mean a registration under the 1933 Act effected pursuant to Section 2(a) hereof.

“**Exchange Offer Registration Statement**” shall mean an exchange offer registration statement on Form S-4 (or, if applicable, on another appropriate form) and all amendments and supplements to such registration statement, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“**Exchange Securities**” shall mean securities issued by the Company under the Indenture containing terms identical to the Securities (except that (i) interest thereon shall accrue from the last date on which interest was paid on the Securities or, if no such interest has been paid, from the Closing Date and (ii) the Exchange Securities will not contain restrictions on transfer) and to be offered to Holders of Securities in exchange for Securities pursuant to the Exchange Offer.

“**FINRA**” shall mean the Financial Industry Regulatory Authority.

“**Holder**” shall mean the Initial Purchasers, for so long as they own any Registrable Securities, and each of their successors, assigns and direct and indirect transferees who become registered owners of Registrable Securities under the Indenture or who become beneficial owners of Registrable Securities, so long as in the case of beneficial owners, such owners have so notified the Company in writing; *provided* that for purposes of Sections 4 and 5 of this Agreement, the term “**Holder**” shall include Participating Broker-Dealers.

“**Indenture**” shall mean the Indenture relating to the Securities dated as of the Closing Date between the Company and The Bank of New York Mellon, as trustee, pursuant to which the Securities are being issued, and as the same may be supplemented or amended from time to time in accordance with the terms thereof (including by the first supplemental indenture dated as of the Closing Date).

“**Initial Purchasers**” shall have the meaning set forth in the preamble.

“**Majority Holders**” shall mean the Holders of a majority of the aggregate principal amount of outstanding Registrable Securities; *provided* that whenever the consent or approval of Holders of a

specified percentage of Registrable Securities is required hereunder, Registrable Securities held by the Company or any of its Affiliates (other than the Initial Purchasers or subsequent Holders of Registrable Securities if such subsequent holders are deemed to be such Affiliates solely by reason of their holding of such Registrable Securities) shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount; *provided*, *further* that whenever the consent or approval of Majority Holders is required hereunder in connection with an offering pursuant to a Shelf Registration, such consent shall only be required of Holders of a majority of the aggregate principal amount of outstanding Registrable Securities included in the applicable Shelf Registration Statement.

"**Participating Broker-Dealer**" shall have the meaning set forth in Section 4(a) hereof.

"**Person**" shall mean an individual, partnership, limited liability company, corporation, joint venture, association, joint stock company, trust or unincorporated organization, or a government or agency or political subdivision thereof.

"**Prospectus**" shall mean the prospectus included in a Registration Statement, including any preliminary prospectus, and any such prospectus as amended or supplemented by any prospectus supplement, including a prospectus supplement with respect to the terms of the offering of any portion of the Registrable Securities covered by a Shelf Registration Statement, and by all other amendments and supplements to such prospectus, and in each case including all material incorporated by reference therein.

"**Purchase Agreement**" shall have the meaning set forth in the preamble.

"**Registrable Securities**" shall mean the Securities; provided, however, that the Securities shall cease to be Registrable Securities (i) when, in the case of a Holder of such Securities who was entitled to participate in the Exchange Offer, an Exchange Offer Registration Statement with respect to such Securities shall have been declared effective under the 1933 Act and either (a) such Securities shall have been exchanged pursuant to the Exchange Offer for Exchange Securities or (b) such Securities were not tendered by the Holder thereof in the Exchange Offer, (ii) when a Shelf Registration Statement with respect to such Securities shall have been declared effective under the 1933 Act and such Securities shall have been disposed of pursuant to such Shelf Registration Statement, (iii) when such Securities have been sold to the public pursuant to Rule 144 (or any similar provision then in force, but not Rule 144A) under the 1933 Act or (iv) when such Securities shall have ceased to be outstanding.

"**Registration Default**" shall have the meaning set forth in Section 2(e) hereof.

"**Registration Expenses**" shall mean any and all expenses incident to performance of or compliance by the Company with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any underwriters or Holders in connection with blue sky qualification of any of the Exchange Securities or Registrable Securities) (x) within the United States, (y) where the Holders are located, in the case of the Exchange Securities, or (z) as provided in Section 3(d) hereof, in the case of Registrable Securities to be sold by a Holder pursuant to a Shelf Registration Statement, (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distributing any Registration Statement, any Prospectus, any amendments or supplements thereto, any underwriting agreements, securities sales agreements and other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Company and, in the case of a Shelf Registration

Statement, the fees and disbursements of one counsel for the Holders (which counsel shall be selected by the Majority Holders and shall be reasonably acceptable to the Company and which counsel may also be counsel for the Initial Purchasers) and (viii) the fees and disbursements of the independent public accountants of the Company, including the expenses of any special audits or "**cold comfort**" letters required by or incident to such performance and compliance, but excluding fees and expenses of counsel to the underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions, out-of-pocket expenses incurred by the Holders and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

"**Registration Statement**" shall mean any registration statement of the Company that covers any of the Exchange Securities or Registrable Securities pursuant to the provisions of this Agreement and all amendments and supplements to any such Registration Statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"**SEC**" shall mean the Securities and Exchange Commission.

"**Securities**" shall have the meaning set forth in the preamble.

"**Shelf Effectiveness Registration Default**" shall have the meaning set forth in Section 2(h) hereof.

"**Shelf Registration**" shall mean a registration effected pursuant to Section 2(b) hereof.

"**Shelf Registration Statement**" shall mean a "shelf" registration statement of the Company pursuant to the provisions of Section 2(b) of this Agreement which covers all of the Registrable Securities on an appropriate form under Rule 415 under the 1933 Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

"**TIA**" shall have the meaning set forth in Section 3(l) hereof.

"**Trustee**" shall mean the trustee with respect to the Securities under the Indenture.

"**Underwriter**" shall have the meaning set forth in Section 3 hereof.

"**Underwritten Registration**" or "**Underwritten Offering**" shall mean a registration in which Registrable Securities are sold to an Underwriter for reoffering to the public.

2. *Registration Under the 1933 Act.*

(a) To the extent not prohibited by any applicable law or applicable interpretation of the Staff of the SEC, the Company shall use its commercially reasonable efforts to: prepare and use its commercially reasonable efforts to cause to be filed an Exchange Offer Registration Statement covering the offer by the Company to the Holders to exchange all of the Registrable Securities for Exchange Securities; use its commercially reasonable efforts to cause the Exchange Offer Registration Statement to be declared effective on or prior to the Effectiveness Target Date; have such Exchange Offer Registration Statement remain effective until the closing of the Exchange Offer; commence the Exchange Offer as soon as practicable after the Effectiveness Date; and keep the Exchange Offer open for not less than 20 Business Days (or longer if required

by applicable law) after the date notice of the Exchange Offer is sent to Holders pursuant to the next paragraph. The Company shall commence the Exchange Offer by sending the related exchange offer Prospectus and accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law:

(i) that the Exchange Offer is being made pursuant to this Registration Rights Agreement and that all Registrable Securities validly tendered will be accepted for exchange;

(ii) the dates of acceptance for exchange (which shall be a period of at least 20 Business Days from the date such notice is sent) (the “**Exchange Dates**”);

(iii) that any Registrable Security not validly tendered by a Holder who was eligible to participate in the Exchange Offer will remain outstanding and continue to accrue interest, but will not retain any rights under this Registration Rights Agreement;

(iv) that Holders electing to have a Registrable Security exchanged pursuant to the Exchange Offer will be required to surrender such Registrable Security, together with the enclosed letter(s) of transmittal, to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice prior to the close of business on the last Exchange Date; and

(v) that Holders will be entitled to withdraw their election, not later than the close of business, New York City time, on the last Exchange Date, by sending to the institution and at the address (located in the Borough of Manhattan, The City of New York) specified in the notice, facsimile transmission or letter setting forth the name of such Holder, the principal amount of Registrable Securities delivered for exchange and a statement that such Holder is withdrawing such Holder’s election to have such Securities exchanged.

As soon as practicable after the last Exchange Date, the Company shall:

(i) accept for exchange Registrable Securities or portions thereof validly tendered and not properly withdrawn pursuant to the Exchange Offer; and

(ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Company and issue, and cause the Trustee to authenticate and deliver to the depositary of one or more Exchange Securities in global form in an equivalent principal amount thereto for the account of such Holders in accordance with the Indenture.

Interest on the Exchange Securities issued pursuant to the Exchange Offer will accrue from the last interest payment date on which interest was paid on the Securities surrendered in exchange therefor or, if no interest has been paid on the such Securities, from the Closing Date.

Each Holder (including, without limitation, each Participating Broker-Dealer (as defined below)) who participates in the Exchange Offer will be required to represent to the Company, in writing (which may be contained in the applicable letter of transmittal) that: (i) any Exchange Securities acquired in exchange for Registrable Securities tendered are being acquired in the ordinary course of business of the Person receiving such Exchange Securities, whether or not

such recipient is a Holder of Registrable Securities, (ii) at the time of the commencement of the Exchange Offer, neither such Holder nor, to the actual knowledge of such Holder, any other Person receiving Exchange Securities from such Holder has an arrangement or understanding with any Person to participate in the distribution (within the meaning of the 1933 Act) of the Exchange Securities in violation of the provisions of the 1933 Act, (iii) the Holder is not an Affiliate of the Company or if it is an Affiliate, such Holder will comply with the registration and prospectus delivery requirements of the 1933 Act to the extent applicable, (iv) if such Holder is not a Participating Broker-Dealer, that it has not engaged in, and does not intend to engage in, the distribution of Exchange Securities, and (v) if such Holder is a Participating Broker-Dealer, such Holder acquired the Registrable Securities as a result of market-making activities or other trading activities, that the Registrable Securities do not represent an unsold allotment from the original sale of the Registrable Securities and that it will comply with the applicable provisions of the 1933 Act with respect to resale of any Exchange Securities.

The Company shall comply with the applicable requirements of the 1933 Act, the 1934 Act and other applicable laws and regulations in connection with the Exchange Offer. The Exchange Offer shall not be subject to any conditions, other than (i) that the Exchange Offer does not violate applicable law or any applicable interpretation of the staff of the SEC, (ii) no action or proceeding shall have been instituted or threatened in any court or by any governmental agency with respect to the Exchange Offer (other than any such actions or proceedings that the Company believes in good faith will not materially adversely affect the Company's ability to consummate the Exchange Offer) and no material adverse development shall have occurred with respect to the Company, and (iii) all governmental approvals shall have been obtained, which approvals the Company deem necessary for the consummation of the Exchange Offer. Upon the Initial Purchaser's request, the Company shall inform the Initial Purchasers of the names and addresses of the Holders to whom the Exchange Offer is made, and the Initial Purchasers shall have the right, subject to applicable law, to contact such Holders and otherwise facilitate the tender of Registrable Securities in the Exchange Offer.

(b) In the event that (i) the Company determines that the Exchange Offer Registration provided for in Section 2(a) above is not available or may not be consummated as soon as practicable after the last Exchange Date because it would violate applicable law or the applicable interpretations of the Staff of the SEC, (ii) the Exchange Offer is not for any other reason consummated by the 395th day after the Closing Date, (iii) an Initial Purchaser notifies the Company on or before the 30th day after the consummation of the Exchange Offer that the Registrable Securities held by it were not eligible to be exchanged for Exchange Securities under the Exchange Offer, or (iv) if any Holder is not entitled to participate in the Exchange Offer (as a result of being prohibited by law, SEC policy or otherwise) or is not able to resell the Exchange Securities acquired by such Holder in the Exchange Offer without delivering a prospectus in connection with such resale and so requests in writing on or prior to the 30th day after the consummation of the Exchange Offer, the Company shall, in each case, cause to be filed as soon as practicable after such event and shall use its commercially reasonable efforts to have a Shelf Registration Statement providing for the sale by the Holders of all of the Registrable Securities declared effective by the SEC by the Effectiveness Target Date; *provided* that any Holder known to the Company who is not entitled to participate in the Exchange Offer because such Holder is an Affiliate of the Company shall automatically be deemed to have requested on the date hereof that the Company causes to be filed a Shelf Registration Statement.

In the event the Company is required to file a Shelf Registration Statement solely as a result of the matters referred to in clauses (iii) or (iv) of the preceding sentence, the Company shall use its commercially reasonable efforts to file and use its commercially reasonable efforts to have declared effective (unless it becomes effective automatically upon filing) by the SEC both an Exchange Offer Registration Statement pursuant to Section 2(a) with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by such other Holders as promptly as possible after completion of the Exchange Offer.

The Company agrees to use its commercially reasonable efforts to keep the Shelf Registration Statement continuously effective until the earliest of (i) the date that the Registrable Securities covered by such Shelf Registration Statement are permitted to be sold pursuant to Rule 144 (or any successor rule that permits the Registrable Securities to be eligible for resale without registration and without being subject to volume restrictions or public information requirements, but not Rule 144A) without any limitations under clauses (c), (e), (f) and (h) thereof, and (ii) the date on which all Registrable Securities covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement.

The Company further agrees to supplement or amend the Shelf Registration Statement if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the 1933 Act or by any other rules and regulations thereunder for shelf registration or if reasonably requested by a Holder with respect to information relating to such Holder, and to use its commercially reasonable efforts to cause any such amendment to become effective and such Shelf Registration Statement to become usable as soon as thereafter practicable. The Company agrees to furnish to the Holders of Registrable Securities copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Company shall pay all Registration Expenses in connection with the registration pursuant to Section 2(a) and Section 2(b). Each Holder shall pay all underwriting discounts and commissions and transfer taxes, if any, relating to the registration and sale or disposition of such Holder’s Registrable Securities pursuant to the Exchange Offer Registration Statement or the Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to Section 2(a) hereof or a Shelf Registration Statement pursuant to Section 2(b) hereof will not be deemed to have become effective unless it has been declared effective by the SEC; *provided, however*, that, if, after it has been declared effective, the offering of Registrable Securities pursuant to a Shelf Registration Statement is interfered with by any stop order, injunction or other order or requirement of the SEC or any other governmental agency or court, such Registration Statement will be deemed not to have become effective during the period of such interference until the offering of Registrable Securities pursuant to such Registration Statement may legally resume.

(e) In the case of the events set forth in clauses (i), (ii) or (iii) below (each a “**Registration Default**”), the annual interest rate on the Securities will be increased (the “**Additional Interest**”):

(i) if an Exchange Offer Registration Statement or a Shelf Registration Statement to the extent necessary is not declared effective by the SEC on or prior to the Effectiveness Target Date;

(ii) if the Company has failed to consummate the Exchange Offer within 30 Business Days of the Effectiveness Target Date with respect to the Exchange Offer Registration Statement; or

(iii) if an Exchange Offer Registration Statement or a Shelf Registration Statement has been declared effective and such Exchange Offer Registration Statement or Shelf Registration Statement ceases to be effective or useable at any time thereafter (unless (x) all Securities have been validly exchanged or disposed of thereunder, or (y) such cessation of effectiveness and use is otherwise permitted pursuant to the terms of this Agreement).

Additional Interest shall accrue on the principal amount of the Registrable Securities at a rate of 0.25% per annum for the first 90 days from and including the date on which any Registration Default occurs, and such Additional Interest rate shall increase by an additional 0.25% per annum at the beginning of each subsequent 90-day period (it being understood and agreed that, notwithstanding any provision to the contrary, so long as any Securities not registered under an Exchange Offer Registration Statement are then covered by an effective Shelf Registration, no Additional Interest shall accrue on such Securities); *provided, however,* that the Additional Interest rate on the Securities may not exceed in the aggregate 0.5% per annum; *provided, further*, however, that in no event shall the Company be obligated to pay Additional Interest under more than one of the Registration Defaults at any one time; *provided, further, however*, that in the case of Registration Defaults with respect to a Shelf Registration Statement under clauses (i) or (iii) above, it is expressly understood that Additional Interest should be payable only with respect to the Registrable Securities so requested to be registered if pursuant to Sections 2(b)(iii) or (iv) hereof.

Notwithstanding anything to the contrary, any Additional Interest payable under this Agreement shall cease to accrue on and after the date on which all Registration Defaults have been cured (which, for the avoidance of doubt, shall not, however, affect the Company’s obligations hereunder to pay Additional Interest that has accrued to such date and that remains unpaid).

(f) Without limiting the remedies available to the Initial Purchasers and the Holders, the Company acknowledges that any failure by the Company to comply with its obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Initial Purchasers or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Initial Purchasers or any Holder may obtain such relief as may be required to specifically enforce the Company’s obligations under Section 2(a) and Section 2(b) hereof.

(g) No Holder of Registrable Securities may include any of its Registrable Securities in any Shelf Registration unless and until such Holder furnishes to the Company, in writing within 30 days after receipt of a request therefor, the information with respect to such Holder (i) specified in Items 507 and 508 (as applicable) of Regulation S-K under the 1933 Act and (ii) specified in any other applicable rules, regulations or policies of the SEC for use in connection with any Shelf Registration or Prospectus included therein, on a form to be provided by

the Company or (iii) reasonably requested by the Company. No Holder of Registrable Securities shall be entitled to Additional Interest pursuant to Section 2(e) hereof unless and until such Holder shall have provided all such information. Each selling Holder agrees to furnish promptly to the Company additional information to be disclosed so that the information previously furnished to the Company by such Holder 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.

(h) Additional Interest shall not accrue with respect to an event listed in Sections 2(e)(i) or (iii) hereof but only with respect to a Shelf Registration Statement (each, a "**Shelf Effectiveness Registration Default**") if (i) such Shelf Effectiveness Registration Default under Section 2(e)(iii) hereof occurs because of the filing of a post-effective amendment to a Shelf Registration Statement to incorporate annual audited financial information with respect to the Company where such post-effective amendment is not yet effective and needs to be declared effective to permit Holders to use the related Prospectus, (ii) such Shelf Effectiveness Registration Default occurs in respect of a Shelf Registration because of the occurrence of other material events or developments with respect to the Company that would need to be described in such Registration Statement or the related Prospectus, and the effectiveness of such Registration Statement is reasonably required to be suspended while such Registration Statement and related Prospectus are amended or supplemented to reflect such events or developments, or (iii) such Shelf Effectiveness Registration Default occurs in respect of a Shelf Registration because the Company exercises its rights under Section 3(i)(y) hereof not to amend or supplement such Shelf Registration Statement, any related Prospectus or any document incorporated or deemed to be incorporated therein by reference, for the limited periods stated therein.

(i) Additional Interest due on the Securities pursuant to Section 2(e) hereof will be payable in cash semiannually in arrears on the same interest payment dates as the Securities, commencing with the first interest payment date occurring after any such Additional Interest commences to accrue.

(j) The Company shall notify the Trustee in writing within one Business Day after (i) an event occurs in respect of which Additional Interest is required to be paid and (ii) an event occurs in respect of which Additional Interest ceases to be required to be paid.

3. *Registration Procedures.*

In connection with the obligations of the Company with respect to the Registration Statements pursuant to Section 2(a) and Section 2(b) hereof, the Company shall:

(a) use its commercially reasonable best efforts to prepare and file with the SEC a Registration Statement on the appropriate form under the 1933 Act, which form (x) shall be selected by the Company, (y) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the selling Holders thereof and (z) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith, and use its commercially reasonable efforts to cause such Registration Statement to become effective and remain effective in accordance with Section 2 hereof;

(b) use its commercially reasonable best efforts to prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period and, except as provided in Section 3(i) hereof, cause each Prospectus to be supplemented by any prospectus supplement required by applicable law and, as so supplemented, to be filed pursuant to Rule 424 under the 1933 Act; to keep each Prospectus current during the period described under Section 4(3) and Rule 174 under the 1933 Act that is applicable to transactions by brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(c) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities, and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, including each preliminary Prospectus, and any amendment or supplement thereto and such other documents as such Holder or Underwriter may reasonably request, in order to facilitate the public sale or other disposition of the Registrable Securities; and the Company consents to the use of such Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the selling Holders of Registrable Securities and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and in the manner described in such Prospectus or any amendment or supplement thereto in accordance with applicable law;

(d) use its commercially reasonable efforts to register or qualify the Registrable Securities under all applicable state securities or "blue sky" laws of such jurisdictions as any Holder of Registrable Securities covered by a Registration Statement shall reasonably request in writing by the time the applicable Registration Statement is declared effective by the SEC, to cooperate with such Holders in connection with any filings required to be made with FINRA and do any and all other acts and things which may be reasonably necessary or advisable to enable such Holder to consummate the disposition in each such jurisdiction of such Registrable Securities owned by such Holder; *provided, however*, that the Company shall not be required to (i) qualify as a foreign corporation or as a dealer in securities in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(d), (ii) file any general consent to service of process or (iii) subject itself to taxation in any such jurisdiction if it is not so subject;

(e) in the case of a Shelf Registration, notify each Holder of Registrable Securities who has provided contact information to the Company promptly and, if requested by any such Holder or counsel, confirm in writing (i) when a Registration Statement has become effective and when any post-effective amendment thereto has been filed and becomes effective, (ii) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement and Prospectus or for additional information after the Registration Statement has become effective, (iii) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, of the issuance by the SEC or any state securities authority of a notification of objection to the use of the form on which the Shelf Registration Statement has been filed, and of the happening of any event that causes the Company to become an "ineligible issuer," as defined in SEC Rule 405, (iv) if, between the effective date of a Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to the offering cease to be true and correct in all material respects or if the Company receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such

purpose, (v) of the happening of any event during the period a Shelf Registration Statement is effective which makes any statement made in such Registration Statement or the related Prospectus untrue in any material respect or which requires the making of any changes in such Registration Statement or Prospectus in order to make the statements therein not misleading and (vi) of any determination by the Company that a post-effective amendment to a Registration Statement would be appropriate; *provided however* that, in the case of clauses (iv), (v) and (vi), with respect to any event, development or transaction permitted to be kept confidential without the accrual of Additional Interest under Section 2(h) hereof, the Company shall not be required to describe such event, development or transaction in the written notice provided;

(f) make commercially reasonable effort to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement at the earliest possible moment and provide prompt notice to each Holder of the withdrawal of any such order;

(g) in the case of a Shelf Registration, furnish to each Holder of Registrable Securities, without charge, at least one copy of each Registration Statement and any post-effective amendment thereto (without documents incorporated therein by reference or exhibits thereto, unless requested). In the case of a Shelf Registration, the Company shall not, without the prior consent of the Initial Purchasers, make any offer relating to the Securities or the Exchange Securities that would constitute a “free-writing prospectus,” as defined in SEC Rule 405;

(h) in the case of a Shelf Registration, cooperate with the selling Holders of Registrable Securities, DTC and the Underwriters, as applicable, to facilitate the timely preparation and delivery of certificates representing Registrable Securities (and beneficial interests therein) to be sold and not bearing any restrictive legends and enable such Registrable Securities to be in such denominations (consistent with the provisions of the Indenture) and registered in such names as the selling Holders and DTC may reasonably request at least one Business Day prior to the closing of any sale of Registrable Securities;

(i) in the case of a Shelf Registration,

(x) upon the occurrence of any event contemplated by Section 3(e)(v) hereof, use its commercially reasonable efforts to prepare and file with the SEC a supplement or post-effective amendment to a Registration Statement or the related Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered to the purchasers of the Registrable Securities, such Prospectus will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Company agrees to notify the Holders, and confirm such notice in writing, to suspend use of the Prospectus as promptly as practicable after the occurrence of such an event, and the Holders hereby agree to suspend use of the Prospectus until the Company has amended or supplemented the Prospectus to correct such misstatement or omission and expressly agree to maintain the information contained in such notice confidential (except that such information may be disclosed to its counsel) until it has been publicly disclosed by the Company;

(y) notwithstanding the foregoing, the Company shall not be required to amend or supplement a Registration Statement, any related Prospectus or any

document incorporated or deemed to be incorporated therein by reference if (i) an event occurs and is continuing as a result of which the Shelf Registration, any related Prospectus or any document incorporated or deemed to be incorporated therein by reference, would, in the Company's good faith judgment, contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading (with respect to such a Prospectus only, in light of the circumstances under which they were made), and (ii) (a) the Company determines in its good faith judgment that the disclosure of such event at such time would have a material adverse effect on the business, operations or prospects of the Company, or (b) the disclosure otherwise relates to a pending material business transaction that has not yet been publicly disclosed; *provided*, *however*, that the Company may only suspend the offering and sale of Securities under a Shelf Registration Statement pursuant to this clause (i) for a period or periods not in excess of 90 consecutive days or more than three (3) times during any calendar year during which such Shelf Registration Statement is required to be effective and usable hereunder (measured from the effective time of such Shelf Registration Statement to successive anniversaries thereof);

(j) a reasonable time prior to the filing of any Registration Statement, any Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus or any document which is to be incorporated by reference into a Registration Statement or a Prospectus after initial filing of a Registration Statement, provide copies of such document to the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel) and make representatives of the Company available for discussion of such document, and shall not at any time file or make any amendment to the Registration Statement, any Prospectus or any amendment of or supplement to a Registration Statement or a Prospectus (except for 1934 Act filings) , of which the Initial Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel) shall not have previously been advised and furnished a copy or to which the Initial Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Holders or their counsel) shall reasonably object on a timely basis, except for any Registration Statement or amendment thereto or related Prospectus or supplement thereto or document (a copy of which has been previously furnished to the Initial Purchasers and its counsel (and, in the case of a Shelf Registration Statement, the Holders and their counsel)) as provided in the preceding sentence which counsel to the Company has advised the Company in writing is required to be filed in order to comply with applicable law;

(k) obtain a CUSIP number for all Exchange Securities or Registrable Securities, as the case may be, not later than the effective date of a Registration Statement;

(l) cause the Indenture to be qualified under the Trust Indenture Act of 1939, as amended (the "**TIA**"), in connection with the registration of the Exchange Securities or Registrable Securities, as the case may be, reasonably cooperate with the Trustee and the Holders to effect such changes to the Indenture as may be required for the Indenture to be so qualified in accordance with the terms of the TIA and execute, and use its commercially reasonable efforts to cause the Trustee to execute, all documents as may be required to effect such changes and all other forms and documents required to be filed with the SEC to enable the Indenture to be so qualified in a timely manner;

(m) in the case of a Shelf Registration, make available for inspection upon request by any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, and attorneys and accountants designated by such Underwriters, at reasonable times and in a reasonable manner, all financial and other records, pertinent documents and properties of the Company as shall be reasonably necessary to enable them to exercise any applicable due diligence responsibilities, and cause the respective officers, directors and employees of the Company to supply all information reasonably requested by any such Underwriter, attorney or accountant in connection with their due diligence responsibilities under a Shelf Registration Statement *provided*, that each such Underwriter, attorney or accountant shall agree in writing that it will keep such information confidential and that it will not disclose any of the information that the Company determines, in good faith, to be confidential and notifies them in writing are confidential unless (i) the disclosure of such information is necessary to avoid or correct a material misstatement or material omission in such Registration Statement or Prospectus, (ii) the release of such information is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, or (iii) the information in has been made generally available to the public other than by any of such persons or its Affiliates; *provided*, *however*, that prior notice shall be provided as soon as practicable to the Company of the potential disclosure of any information by such person pursuant to clause (i) or (ii) of this sentence in order to permit the Company to obtain a protective order (or waive the provisions of this paragraph (m));

(n) if reasonably requested by any Holder of Registrable Securities covered by a Registration Statement, (i) promptly incorporate in a Prospectus supplement or post-effective amendment such information with respect to such Holder as such Holder reasonably requests to be included therein and (ii) make all required filings of such Prospectus supplement or such post-effective amendment as soon as the Company has received notification of the matters to be incorporated in such filing;

(o) If reasonably requested by the Majority Holders of the Registrable Securities being sold in the case of a Shelf Registration, enter into such customary agreements and use commercially reasonable efforts to) facilitate the disposition of such Registrable Securities including, but not limited to, an Underwritten Offering and in such connection, (i) to the extent possible, make such representations and warranties to the Holders and any Underwriters of such Registrable Securities with respect to the business of the Company and its subsidiaries, the Registration Statement, Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same in writing if and when requested, (ii) obtain opinions of counsel to the Company (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to the Holders and such Underwriters and their respective counsel) addressed to each selling Holder and Underwriter of Registrable Securities, covering the matters customarily covered in opinions requested in underwritten offerings, (iii) obtain “cold comfort” letters from the independent certified public accountants of the Company (and, if necessary, any other certified public accountant of any subsidiary of the Company, or of any business acquired by the Company for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each selling Holder and Underwriter of Registrable Securities, such letters to be in customary form and covering matters of the type customarily covered in “cold comfort” letters in connection with underwritten offerings, (iv) if an underwriting agreement is entered into, include in such underwriting agreement indemnification provisions and procedures no less favorable to the selling Holders and Underwriters, if any, than those set forth in Section 5 hereof (or such other provisions

and procedures acceptable to the Majority Holders and the Underwriters (if any)), and (v) deliver such documents and certificates as may be reasonably requested by the Majority Holders of the Registrable Securities being sold or the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Company made pursuant to clause (i) above and to evidence compliance with any customary conditions contained in an underwriting agreement; and

(p) in the case of a Shelf Registration pursuant to Sections 2(b)(iii) or (iv), cause to be delivered a "cold comfort" letter with respect to the Prospectus in the form existing on the Effective Date of the Shelf Registration Statement and with respect to each subsequent amendment or supplement, if any, effected during the period ending on the 180th day following the Effective Date of the Shelf Registration Statement (as such period may be extended pursuant to the penultimate paragraph of Section 3 of this Agreement).

In the case of a Shelf Registration Statement, the Company may require each Holder of Registrable Securities to furnish to the Company such information regarding the Holder and the proposed distribution by such Holder of such Registrable Securities as the Company may from time to time reasonably request in writing. The Company may exclude from such registration the Registrable Securities or Exchange Securities of any Holder so long as such Holder fails to furnish such information within a reasonable time after receiving such request. Each Holder as to which any Shelf Registration is being effected agrees to furnish promptly to the Company all information required to be disclosed in order to make the information previously furnished to the Company by such Holder not materially misleading.

In the case of a Shelf Registration Statement, each Holder agrees that, upon receipt of any notice from the Company of the happening of any event of the kind described in Section 3(e)(v) hereof, such Holder will forthwith discontinue disposition of Registrable Securities pursuant to a Registration Statement until such Holder's receipt of the copies of the supplemented or amended Prospectus contemplated by Section 3(i) hereof, and, if so directed by the Company, such Holder will deliver to the Company (at its expense) all copies in its possession, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Registrable Securities current at the time of receipt of such notice. If the Company shall give any such notice to suspend the disposition of Registrable Securities pursuant to a Registration Statement, the Company shall extend the period during which the Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders shall have received copies of the supplemented or amended Prospectus necessary to resume such dispositions.

The Holders of Registrable Securities covered by a Shelf Registration Statement who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the investment banker or investment bankers and manager or managers (the "**Underwriters**") that will administer the offering will be selected by the Majority Holders of the Registrable Securities included in such offering.

4. *Participation of Broker-Dealers in Exchange Offer.*

(a) The Staff of the SEC has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offer in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a "**Participating Broker-Dealer**"), may be deemed to be an "underwriter" within the

meaning of the 1933 Act and must deliver a prospectus meeting the requirements of the 1933 Act in connection with any resale of such Exchange Securities.

The Company understands that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers to satisfy their prospectus delivery obligation under the 1933 Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the 1933 Act.

(b) In light of the above, notwithstanding the other provisions of this Agreement, the Company agrees that the provisions of this Agreement as they relate to a Shelf Registration shall also apply to an Exchange Offer Registration to the extent, and with such reasonable modifications thereto as may be, reasonably requested by the Initial Purchasers or by one or more Participating Broker-Dealers (or other Holders, if any, with similar prospectus delivery obligations under the 1933 Act), in each case as provided in clause (ii) below, in order to expedite or facilitate the disposition of any Exchange Securities by such Participating Broker-Dealers (or other Holder with similar prospectus delivery obligations) consistent with the positions of the Staff recited in Section 4(a) above; *provided* that:

(i) the Company shall not be required to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement, as would otherwise be contemplated by Section 3(i), for a period exceeding 180 days after the last Exchange Date (as such period may be extended pursuant to the penultimate paragraph of Section 3 of this Agreement) and Participating Broker-Dealers shall not be authorized by the Company to deliver and shall not deliver such Prospectus after such period in connection with the resales contemplated by this Section 4; and

(ii) the application of the Shelf Registration procedures set forth in Section 3 of this Agreement to an Exchange Offer Registration, to the extent not required by the positions of the Staff of the SEC or the 1933 Act and the rules and regulations thereunder, will be in conformity with the reasonable request to the Company by the Initial Purchasers or with the reasonable request in writing to the Company by one or more broker-dealers who certify to the Initial Purchasers and the Company in writing that they anticipate that they will be Participating Broker-Dealers (or other Holder with similar prospectus delivery obligations); and provided further that, in connection with such application of the Shelf Registration procedures set forth in Section 3 to an Exchange Offer Registration, the Company shall be obligated (x) to deal only with one entity representing the Participating Broker-Dealers (and such other Holders with similar prospectus delivery obligations), which shall be Citigroup Global Markets Inc. unless it elects not to act as such representative, (y) to pay the fees and expenses of only one counsel representing the Participating Broker-Dealers (and such other Holders with similar prospectus delivery obligations), which shall be counsel to the Initial Purchasers unless such counsel elects not to so act and (z) to cause to be delivered only one, if any, "cold comfort" letter with respect to the Prospectus in the form existing on the last Effective Date of such Registration Statement and with respect to each subsequent amendment or supplement, if any, effected during the period specified in clause (i) above.

(c) The Initial Purchasers shall have no liability to the Company or any Holder with respect to any request that it may make pursuant to Section 4(b) above.

5. *Indemnification and Contribution.*

(a) The Company agrees to indemnify and hold harmless the Initial Purchasers, each Holder and each Person, if any, who controls any Initial Purchaser or any Holder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, or is under common control with, or is controlled by, any Initial Purchaser or any Holder, from and against all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred by the Initial Purchasers, any Holder or any such controlling or affiliated Person in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement (or any amendment thereto) pursuant to which Exchange Securities or Registrable Securities were registered under the 1933 Act, including all documents incorporated therein by reference, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or caused by any untrue statement or alleged untrue statement of a material fact contained in any Prospectus (as amended or supplemented if the Company shall have furnished any amendments or supplements thereto), or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein in light of the circumstances under which they were made not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information relating to the Initial Purchasers or any Holder furnished to the Company in writing through the Manager or any selling Holder expressly for use therein. In connection with any Underwritten Offering permitted by Section 3, the Company will also indemnify the Underwriters, if any, selling brokers, dealers and similar securities industry professionals participating in the distribution, their officers and directors and each Person who controls such Persons (within the meaning of the 1933 Act and the 1934 Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Initial Purchasers and the other selling Holders, and each of their respective directors, officers who sign the Registration Statement and each Person, if any, who controls the Company, any Initial Purchaser and any other selling Holder within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act to the same extent as the foregoing indemnity from the Company to the Initial Purchasers and the Holders, but only with reference to information relating to such Holder furnished to the Company in writing by such Holder expressly for use in any Registration Statement (or any amendment thereto) or any Prospectus (or any amendment or supplement thereto).

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any Person in respect of which indemnity may be sought pursuant to either paragraph (a) or paragraph (b) above, such Person (the "**indemnified party**") shall promptly notify the Person against whom such indemnity may be sought (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 indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding. In any such proceeding, any

indemnified party shall have the right to retain its own counsel, but the 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 or (ii) 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 understood that the indemnifying party shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for (A) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Initial Purchasers and all Persons, if any, who control any Initial Purchaser within the meaning of either Section 15 of the 1933 Act or Section 20 of the 1934 Act, (B) the fees and expenses of more than one separate firm (in addition to any local counsel) for the Company, its directors, its officers who sign the Registration Statement and each Person, if any, who controls the Company within the meaning of either such Section and (c) the fees and expenses of more than one separate firm (in addition to any local counsel) for all Holders and all Persons, if any, who control any Holders within the meaning of either such Section, and that all such fees and expenses shall be reimbursed as they are incurred. In such case involving the Initial Purchasers and Persons who control the Initial Purchasers, such firm shall be designated in writing by the Manager. In such case involving the Holders and such Persons who control Holders, such firm shall be designated in writing by the Majority Holders. In all other cases, such firm shall be designated by the Company. 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. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party for such fees and expenses of counsel in accordance with such request prior to the date of such settlement. 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 such indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding.

(d) If the indemnification provided for in paragraph (a) or paragraph (b) of this Section 5 is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative fault of the indemnifying party or parties on the one hand and of the indemnified party or parties on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company and the Holders shall be determined by reference to, among other things, whether the untrue 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 Holders and the parties' relative intent, knowledge, access to

information and opportunity to correct or prevent such statement or omission. The Holders' respective obligations to contribute pursuant to this Section 5(d) are several in proportion to the respective principal amount of Registrable Securities of such Holder that were registered pursuant to a Registration Statement.

(e) The Company and each Holder agree that it would not be just or equitable if contribution pursuant to this Section 5 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any 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 Section 5, no Holder shall be required to indemnify or contribute any amount in excess of the amount by which the total price at which Registrable Securities were sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 5 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 provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Initial Purchasers, any Holder or any Person controlling any Initial Purchaser or any Holder, or by or on behalf of the Company, its officers or directors or any Person controlling the Company, (iii) acceptance of any of the Exchange Securities and (iv) any sale of Registrable Securities pursuant to a Shelf Registration Statement.

6. *Miscellaneous.*

(a) No Inconsistent Agreements. The Company has not entered into, and on or after the date of this Agreement will not enter into, any agreement which is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof. The rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of the Company's other issued and outstanding securities under any such agreements.

(b) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless the Company has obtained the written consent of Holders of at least a majority in aggregate principal amount of the outstanding Registrable Securities affected by such amendment, modification, supplement, waiver or consent; provided, however, that no amendment, modification, supplement, waiver or consent to any departure from the provisions of Section 5 hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders of Registrable Securities whose securities are being sold pursuant to a Registration Statement and that does not directly or indirectly affect,

impair, limit or compromise the rights of other Holders of Registrable Securities may be given by Holders of at least a majority in aggregate principal amount of the Registrable Securities being sold pursuant to such Registration Statement.

(c) Notices. All notices and other communications provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, telex, telecopier, or any courier guaranteeing overnight delivery (i) if to a Holder, at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Initial Purchasers, the address set forth in the Purchase Agreement; and (ii) if to the Company, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c).

All such notices and communications shall be deemed to have been duly given: at the time delivered by hand, if personally delivered; five business days after being deposited in the mail, postage prepaid, if mailed; when answered back, if telexed; when receipt is acknowledged, if telecopied; and on the next business day if timely delivered to an air courier guaranteeing overnight delivery.

Copies of all such notices, demands, or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; *provided* that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Indenture. If any transferee of any Holder shall acquire Registrable Securities, in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all of the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. Neither the Trustee (in its capacity as Trustee under the Indenture or acting on behalf of the Holders pursuant to this Agreement) or the Initial Purchasers (in their capacity as Initial Purchasers) shall have any liability or obligation to either (i) the Company with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement or (ii) any Holder with respect to any failure by the Company to comply with, or any breach by the Company of, any of the obligations of the Company under this Agreement.

(e) Purchases and Sales of Securities. The Company shall not, and shall use its commercially reasonable efforts to cause its affiliates (as defined in Rule 405 under the 1933 Act) not to, purchase and then resell or otherwise transfer any Securities.

(f) Third Party Beneficiary. The Holders shall be third party beneficiaries to the agreements made hereunder between the Company, on the one hand, and the Initial Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of Holders hereunder.

(g) Counterparts. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

(h) Headings. The headings in this Agreement are for convenience of reference only and shall not limit or otherwise affect the meaning hereof.

(i) Governing Law. This Agreement shall be governed by the laws of the State of New York.

(j) Severability. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions contained herein shall not be affected or impaired thereby.

(k) Entire Agreement. This Agreement contains the entire agreement among the parties hereto with respect to the subject matter hereof and supersedes and replaces all other prior agreements, written or oral, among the parties hereto with respect to the subject matter hereof.

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

GENERAL MOTORS COMPANY

By: /s Daniel Ammann
Name: Daniel Ammann
Title: Executive Vice President & Chief Financial Officer

Confirmed and accepted as of
the date first above written:

CITIGROUP GLOBAL MARKETS INC.

By: /s/ Brian D. Bedwarski
Name: Brian D. Bedwarski
Title: Managing Director

Exhibit 5.1

Robert C. Shrosbree
Executive Director Legal,
Corporate & Securities

General Motors Company
Legal Staff
300 GM Renaissance Center
Mail Code- 482-C23-D24
Detroit, Michigan, 48265-3000
Tel: 313-665-8452
Fax: 313-665-4979
robert.shrosbree@gm.com

OPINION AND CONSENT OF ROBERT C. SHROSBREE, ESQ.

May 22, 2014

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

Re: Registration of Securities on Form S-4

Ladies and Gentlemen:

I have acted as attorney for General Motors Company, a Delaware corporation (the "Company"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of the Company's Registration Statement on Form S-4 under the Securities Act of 1933, as amended (the "Securities Act") (such Registration Statement, as amended or supplemented, the "Registration Statement"), which relates to the issuance by the Company of up to $1,500,000,000 aggregate principal amount of new 3.500% Senior Notes due 2018 (the "New 2018 Notes") in exchange for a like principal amount of the Company's outstanding 3.500% Senior Notes due 2018 (the "Old 2018 Notes"), up to $1,500,000,000 aggregate principal amount of new 4.875% Senior Notes due 2023 (the "New 2023 Notes") in exchange for a like principal amount of the Company's outstanding 4.875% Senior Notes due 2023 (the "Old 2023 Notes"), and up to $1,500,000,000 aggregate principal amount of new 6.250% Senior Notes due 2043 (the "New 2043 Notes" and, together with the New 2018 Notes and the New 2023 Notes, the "New Notes"), in exchange for a like principal amount of the Company's outstanding 6.250% Senior Notes due 2043 (the "Old 2043 Notes" and, together with the Old 2018 Notes and the Old 2023 Notes, the "Old Notes") . The New Notes will be issued pursuant to the indenture (the "Base Indenture"), dated as of September 27, 2013, between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as amended and supplemented by the first supplemental indenture (the "Supplemental Indenture"), dated as of September 27, 2013, between the Company and the Trustee. The Base Indenture and the Supplemental Indenture, each as amended and supplemented, are together referred to herein as the "Indenture".

In connection with this opinion, I have examined originals, or copies certified or otherwise identified to my satisfaction, of such documents, corporate records and other instruments as I 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 resolutions and records of corporate proceedings of the Company; (c) the Registration Statement and exhibits thereto; and (d) the Indenture (including the form of New Notes included within the Indenture), which has been filed with the Commission as an exhibit to the Registration Statement.

For purposes of this opinion, I have assumed the authenticity of all documents submitted to me as originals, the conformity to the originals of all documents submitted to me as copies and the authenticity of the originals of all documents submitted to me as copies. I 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. As to any facts material to the opinions expressed herein, I have relied upon statements

and representations of officers and other representatives of the Company or certificates or comparable documents of public officials and officers and other representatives of the Company.

I have also assumed that (A) the Trustee is and has been duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, (B) the Trustee had and has the power and authority to enter into and perform its obligations under, and has duly authorized, executed and delivered, the Indenture, (C) the Indenture is valid, binding and enforceable with respect to the Trustee, and (D) the New Notes will be duly authenticated by the Trustee in the manner provided in the Indenture.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, I am of the opinion that when (a) the Registration Statement has become effective under the Securities Act, (b) the Indenture has been qualified under the Trust Indenture Act of 1939, as amended, and (c) the New Notes have been duly executed, authenticated, issued and delivered in accordance with the provisions of the Indenture against surrender and cancellation of like principal amount of respective Old Notes in the manner described in the Registration Statement, the New Notes will constitute valid and binding obligations of the Company enforceable against the Company in accordance with their terms.

My advice on every legal issue in this letter is based exclusively on 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 the laws of the State of New York. My advice represents my 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. I have not undertaken any obligation to advise you of changes in matters of fact or law which may occur after the date hereof.

I do not find it necessary for the purposes of this opinion, and accordingly I 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 New Notes nor do I 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.

My opinions expressed above are subject to the qualifications that I 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 and (ii) general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

I hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the use of my name under the heading “Legal Matters” in the Registration Statement and the prospectus that forms a part thereof. In giving this consent, I do not thereby admit that I am 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/ ROBERT C. SHROSBREE
Robert C. Shrosbree
Executive Director Legal, Corporate & Securities

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement on Form S-4 of our reports dated February 6, 2014, relating to the consolidated financial statements of General Motors Company and subsidiaries (“the Company”) (which report expresses an unqualified opinion and includes explanatory paragraphs relating to the adoption of amendments to accounting standards) and the effectiveness of the Company’s internal control over financial reporting, appearing in the Annual Report on Form 10-K of General Motors Company for the year ended December 31, 2013. We also consent to the reference to us under the headings “Summary Consolidated Financial Information” and "Experts" in the Prospectus, which is part of this Registration Statement.

/S/ DELOITTE & TOUCHE LLP

Deloitte & Touche LLP
Detroit, Michigan
May 22, 2014

Exhibit 24.1

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

SEC Registration Statement (s) on	Covering
Form S-4	Registration of $1.5 billion of 3.500% Senior Notes due 2018 (2018 Notes); $1.5 billion of 4.875% Senior Notes due 2023 (2023 Notes); and $1.5 billion of 6.250% Senior Notes due 2043 (2043 Notes) to be exchanged for $1.5 billion of 2018 Notes; $1.5 billion of 2023 Notes; and $1.5 billion of 2043 Notes issued during 2013 pursuant to Rule 144A of the Securities Exchange Act of 1933, as amended (Securities Act) that have not been registered under the Securities Act.
Form S-8	Registration of 60,000,000 shares of General Motors Company common stock, par value $0.01, for the General Motors 2014 Long-Term Incentive Plan

and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ THEODORE M. SOLSO

Theodore M. Solso

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

SEC Registration Statement (s) on	Covering
Form S-4	Registration of $1.5 billion of 3.500% Senior Notes due 2018 (2018 Notes); $1.5 billion of 4.875% Senior Notes due 2023 (2023 Notes); and $1.5 billion of 6.250% Senior Notes due 2043 (2043 Notes) to be exchanged for $1.5 billion of 2018 Notes; $1.5 billion of 2023 Notes; and $1.5 billion of 2043 Notes issued during 2013 pursuant to Rule 144A of the Securities Exchange Act of 1933, as amended (Securities Act) that have not been registered under the Securities Act.
Form S-8	Registration of 60,000,000 shares of General Motors Company common stock, par value $0.01, for the General Motors 2014 Long-Term Incentive Plan

and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ DAVID BONDERMAN

David Bonderman

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

SEC Registration Statement (s) on	Covering
Form S-4	Registration of $1.5 billion of 3.500% Senior Notes due 2018 (2018 Notes); $1.5 billion of 4.875% Senior Notes due 2023 (2023 Notes); and $1.5 billion of 6.250% Senior Notes due 2043 (2043 Notes) to be exchanged for $1.5 billion of 2018 Notes; $1.5 billion of 2023 Notes; and $1.5 billion of 2043 Notes issued during 2013 pursuant to Rule 144A of the Securities Exchange Act of 1933, as amended (Securities Act) that have not been registered under the Securities Act.
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and any or all amendments (including post-effective amendments) to such Registration Statement(s), and to file the same, with all exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them or their or my substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ ERROLL B. DAVIS, JR.

Erroll B. Davis, Jr.

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ STEPHEN J. GIRSKY
Stephen J. Girsky

Date: April 8, 2014

POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ E. NEVILLE ISDELL

E. Neville Isdell

Date: April 8, 2014

POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ ROBERT D. KREBS

Robert D. Krebs

Date: April 8, 2014

POWER OF ATTORNEY

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ KATHRYN V. MARINELLO

Kathryn V. Marinello

Date: April 20, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ ADMIRAL MICHAEL G. MULLEN, USN (ret.)

Admiral Michael G. Mullen, USN (ret.)

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ JAMES J. MULVA

James J. Mulva

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ PATRICIA F. RUSSO

Patricia F. Russo

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ THOMAS M. SCHOEWE

Thomas M. Schoewe

Date: April 8, 2014

POWER OF ATTORNEY

The undersigned, a director of General Motors Company (GM), hereby constitutes and appoints Robert C. Shrosbree, Anne T. Larin, Thomas S. Timko and Jeffrey W. Shepherd, and each of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for me and in my name, place and stead, in any and all capacities (including his capacity as a director of GM), to sign:

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Pursuant to the requirements of the Securities Act of 1933, as amended, this power of attorney has been executed by the undersigned.

/s/ CAROL M. STEPHENSON

Carol M. Stephenson

Date: April 8, 2014

Exhibit 25.1

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

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York (Jurisdiction of incorporation if not a U.S. national bank)	**13-5160382** (I.R.S. Employer Identification No.)
One Wall Street **New York, New York** (Address of principal executive offices)	**10286** (Zip code)

Legal Department
The Bank of New York Mellon
One Wall Street, 15th Floor
New York, NY 10286
(212) 635-1270
(Name, address and telephone number of agent for service)

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

Delaware (State or other jurisdiction of incorporation or organization)	**27-0756180** (I.R.S. Employer Identification No.)
300 Renaissance Center **Detroit, Michigan** (Address of principal executive offices)	**48265-3000** (Zip code)

Debt Securities
(Title of the indenture securities)

Item 1. General Information.

Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Superintendent of Banks of the State of New York	One State Street, New York, N.Y. 10004-1417 and Albany, N.Y. 12203
Federal Reserve Bank of New York	33 Liberty Plaza, New York, N.Y. 10045
Federal Deposit Insurance Corporation	550 17th Street, N.W., Washington, D.C. 20429
New York Clearing House Association	New York, N.Y. 10005

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

Item 16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act") and 17 C.F.R. 229.10(d).

1. - A copy of the Organization Certificate of The Bank of New York Mellon (formerly The Bank of New York (formerly Irving Trust Company)) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed as Exhibit 25.1 to Current Report on Form 8-K of Nevada Power Company, Date of Report (Date of Earliest Event Reported) July 25, 2008 (File No. 000-52378).)

4. - A copy of the existing By-laws of the Trustee. (Exhibit 4 to Form T-1 with Registration Statement No. 333-155238.)

6. - The consent of the Trustee required by Section 321(b) of the Act. (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-152856.)

7. - A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on the 21st day of May, 2014.

THE BANK OF NEW YORK MELLON

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

NY02DOCS\1782298.3\C037780\0353658

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of One Wall Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2013, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

ASSETS	Dollar Amounts In Thousands
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	$4,798,000
Interest-bearing balances	117,806,000
Securities:	
Held-to-maturity securities	18,480,000
Available-for-sale securities	77,008,000
Federal funds sold and securities purchased under agreements to resell	
Federal funds sold in domestic offices	67,000
Securities purchased under agreements to resell	4,438,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases, net of unearned income	33,479,000
LESS: Allowance for loan and lease losses	182,000
Loans and leases, net of unearned income and allowance	33,297,000
Trading Assets	6,825,000
Premises and fixed assets (including capitalized leases)	1,162,000
Other real estate owned	3,000
Investments in unconsolidated subsidiaries and associated companies	1,111,000
Direct and indirect investments in real estate ventures	0
Intangible assets:	
Goodwill	6,487,000
Other intangible assets	1,255,000
Other assets	15,439,000
Total assets	$288,176,000

LIABILITIES	
Deposits:	
In domestic offices	$122,415,000
Noninterest-bearing	79,457,000
Interest-bearing	42,958,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	121,648,000
Noninterest-bearing	8,862,000
Interest-bearing	112,786,000
Federal funds purchased and securities sold under agreements to repurchase	
Federal funds purchased in domestic offices	2,270,000
Securities sold under agreements to repurchase	3,511,000
Trading liabilities	4,618,000
Other borrowed money: (includes mortgage indebtedness and obligations under capitalized leases)	5,928,000
Not applicable	
Not applicable	
Subordinated notes and debentures	1,065,000
Other liabilities	6,134,000
Total liabilities	$267,589,000
Not applicable	
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	9,954,000
Retained earnings	9,711,000
Accumulated other comprehensive income	(563,000)
Other equity capital components	—
Total bank equity capital	20,237,000
Noncontrolling (minority) interests in consolidated subsidiaries	350,000
Total equity capital	20,587,000
Total liabilities, minority interest, and equity capital	$288,176,000

I, Thomas P. Gibbons, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Thomas P. Gibbons,
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Gerald L. Hassell
Catherine A. Rein
John P. Surma

Directors

EXHIBIT 99.1

LETTER OF TRANSMITTAL
OF
GENERAL MOTORS COMPANY

OFFER TO EXCHANGE

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 3.500% SENIOR NOTES DUE 2018 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 3.500% SENIOR NOTES DUE 2018 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 4.875% SENIOR NOTES DUE 2023 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 4.875% SENIOR NOTES DUE 2023 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

AND

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 6.250% SENIOR NOTES DUE 2043 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 6.250% SENIOR NOTES DUE 2043 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

PURSUANT TO THE PROSPECTUS

DATED , 2014

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS EXTENDED BY THE COMPANY (AS DEFINED BELOW) IN ITS SOLE AND ABSOLUTE DISCRETION (THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

The Exchange Agent for the Exchange Offer is:

THE BANK OF NEW YORK MELLON

By hand delivery, mail or overnight courier at:

The Bank of New York Mellon
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Dacia Brown-Jones

By Facsimile:

(732) 667-9408

For Confirmation by Telephone:

(315) 414-3349

DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS LETTER OF TRANSMITTAL VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY. THE INSTRUCTIONS ACCOMPANYING THIS LETTER OF TRANSMITTAL SHOULD BE READ CAREFULLY BEFORE THIS LETTER OF TRANSMITTAL IS COMPLETED. YOU MUST SIGN THIS LETTER OF TRANSMITTAL IN THE APPROPRIATE SPACE PROVIDED THEREFOR, WITH SIGNATURE GUARANTEE IF REQUIRED, AND COMPLETE THE SUBSTITUTE FORM W-9 INCLUDED HEREIN.

Holders of Old Notes (as defined below) should complete this Letter of Transmittal if Old Notes are to be forwarded herewith. If tenders of Old Notes are to be made by book-entry transfer to an account maintained by the Exchange Agent at the book-entry transfer facility specified by the holder pursuant to the procedures set forth in "The Exchange Offer-Book-Entry Transfer" and "The Exchange Offer-Procedures for Tendering the Old Notes" in the Prospectus (as defined below) the holder must have an Agent's Message (as defined below) delivered in lieu of this Letter of Transmittal.

Holders of Old Notes whose certificates for such Old Notes are not immediately available or who cannot deliver their certificates and all other required documents to the Exchange Agent on or prior to the Expiration Date or who cannot complete the procedures for book-entry transfer on a timely basis must tender their Old Notes according to the guaranteed delivery procedures set forth in "The Exchange Offer-Guaranteed Delivery Procedures" in the Prospectus.

Unless the context otherwise requires, the term "holder" for purposes of this Letter of Transmittal means any person in whose name Old Notes are registered or any other person who has obtained a properly completed bond power from the registered holder or any person whose Old Notes are held of record by The Depository Trust Company ("DTC").

The undersigned acknowledges receipt of the Prospectus dated , 2014 (as it may be amended or supplemented from time to time, the "Prospectus") of General Motors Company, a Delaware corporation (the "Company"), and this Letter of Transmittal (the "Letter of Transmittal"), which together constitute the Company's offer (the "Exchange Offer") to exchange the Company's 3.500% Senior Notes due 2018 ("New 2018 Notes"), each of which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for the Company's outstanding 3.500% Senior Notes due 2018 (the "Old 2018 Notes"); 4.875% Senior Notes due 2023 ("New 2023 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 4.875% Senior Notes due 2023 (the "Old 2023 Notes"); and 6.250% Senior Notes due 2043 ("New 2043 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 6.250% Senior Notes due 2043 (the "Old 2043 Notes") (the New 2018 Notes, New 2023 Notes and New 2043 Notes are collectively referred to as the "New Notes" and the Old 2018 Notes, Old 2023 Notes and Old 2043 Notes are collectively referred to as the "Old Notes"). The New Notes and the Old Notes are sometimes collectively referred to as the "Notes."

For each Old Note of any class of the Old Notes accepted for exchange, the holder of such Old Note will receive a New Note having a principal amount equal to that of the surrendered Old Note. The New Notes will accrue interest at the applicable rate of interest per annum for the applicable New Notes.

The New Notes will accrue interest from the most recent interest payment date to which interest has been paid on the Old Notes for which they were exchanged. Accordingly, registered holders of New Notes at the close of business on the relevant record date (which is the March 18 or September 17, as the case may be, next preceding the relevant interest payment date) for the first interest payment date following the completion of the Exchange Offer will receive interest accruing from the most recent date to which interest has been paid on the Old Notes for which they were exchanged, and holders of Old Notes accepted for exchange will not receive any payment for accrued interest on the Old Notes otherwise payable on an interest payment date the record date for which occurs on or after date of closing of the Exchange Offer and will be deemed to have waived their rights to receive the accrued interest on the Old Notes.

However, notwithstanding the foregoing, if the closing of the Exchange Offer occurs after a record date for an interest payment date that will occur on or after the date of closing of the Exchange Offer, the New Notes will accrue interest from such subsequent interest payment date. Accordingly, registered holders of Old Notes on such immediately preceding record date will receive interest accruing to the date prior to such subsequent interest payment date.

Capitalized terms used but not defined herein shall have the same meaning given them in the Prospectus.

YOUR BANK OR BROKER CAN ASSIST YOU IN COMPLETING THIS FORM. THE INSTRUCTIONS INCLUDED WITH THIS LETTER OF TRANSMITTAL MUST BE FOLLOWED. QUESTIONS AND REQUESTS FOR ASSISTANCE OR FOR ADDITIONAL COPIES OF THE PROSPECTUS AND THIS LETTER OF TRANSMITTAL MAY BE DIRECTED TO THE EXCHANGE AGENT, WHOSE ADDRESS AND TELEPHONE NUMBER APPEAR ON THE FRONT PAGE OF THIS LETTER OF TRANSMITTAL.

The undersigned has completed the appropriate boxes below and signed this Letter of Transmittal to indicate the action that the undersigned desires to take with respect to the Exchange Offer.

PLEASE READ THE ENTIRE LETTER OF TRANSMITTAL AND THE PROSPECTUS CAREFULLY BEFORE CHECKING ANY BOX BELOW.

List below the Old Notes to which this Letter of Transmittal relates. If the space provided below is inadequate, the class, certificate numbers and aggregate principal amounts of Old Notes should be listed on a separate signed schedule affixed hereto.

All Tendering Holders Complete Box 1

Box 1* Description of Old Notes Tendered Herewith				
Name(s) and Address(es) of Registered Holder(s)	**Class of Old Notes Being Tendered**	**Certificate or Registration Number(s) of Old Notes****	**Aggregate Principal Amount Represented by Old Notes**	**Aggregate Principal Amount of Old Notes Being Tendered*****
		Total:		

* If the space provided is inadequate, list the class, certificate numbers and principal amount of Old Notes on a separate signed schedule and attach the list to this Letter of Transmittal.

** Need not be completed by book-entry holders.

*** The minimum permitted tender is $2,000 in principal amount. All tenders must be in the amount of $2,000 or in integral multiples of $1,000 in excess thereof. Unless otherwise indicated in this column, the holder will be deemed to have tendered the FULL aggregate principal amount represented by such Old Notes. See Instruction 2.

Box 2 Book-Entry Transfer

o CHECK HERE IF ANY TENDERED OLD NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name of Tendering Institution: ______________________

Account Number: ______________________

Transaction Code Number: ______________________

Holders of Old Notes that are tendering by book-entry transfer to the Exchange Agent's account at DTC can execute the tender through DTC's Automated Tender Offer Program ("ATOP"), for which the transaction will be eligible. DTC participants that are accepting the Exchange Offer must transmit their acceptances to DTC, which will verify the acceptance and execute a book-entry delivery to the Exchange Agent's account at DTC. DTC will then send a computer-generated message (an "Agent's Message") to the Exchange Agent for its acceptance in which the holder of the Old Notes acknowledges and agrees to be bound by the terms of, and makes the representations and warranties contained in, this Letter of Transmittal, and the DTC participant confirms on behalf of itself and the beneficial owners of such Old Notes all provisions of this Letter of Transmittal (including any representations and warranties) applicable to it and such beneficial owner as fully as if it had completed the information required herein and executed and transmitted this Letter of Transmittal to the Exchange Agent. Each DTC participant transmitting an acceptance of the Exchange Offer through the ATOP procedures will be deemed to have agreed to be bound by the terms of this Letter of Transmittal. Delivery of an Agent's Message by DTC will satisfy the terms of the Exchange Offer as to execution and delivery of a Letter of Transmittal by the participant identified in the Agent's Message. DTC participants may also accept the Exchange Offer by submitting a Notice of Guaranteed Delivery through ATOP.

Box 3

Notice of Guaranteed Delivery

(See Instruction 1)

o CHECK HERE IF ANY TENDERED OLD NOTES ARE BEING DELIVERED PURSUANT TO A NOTICE OF GUARANTEED DELIVERY PREVIOUSLY SENT TO THE EXCHANGE AGENT AND COMPLETE THE FOLLOWING:

Name(s) of Registered Holder(s): ____________________

Description of Old Notes being delivered pursuant to a Notice of Guaranteed Delivery: ____________________

Window Ticket Number (if any): ____________________

Name of Eligible Guarantor Institution that Guaranteed Delivery: ____________________

Date of Execution of Notice of Guaranteed Delivery: ____________________

IF GUARANTEED DELIVERY IS TO BE MADE BY BOOK-ENTRY TRANSFER:

Name of Tendering Institution: ____________________

Account Number: ____________________

Transaction Code Number: ____________________

Box 4
Return of Non-Exchanged Old Notes
Tendered by Book-Entry Transfer

o CHECK HERE IF ANY OLD NOTES TENDERED BY BOOK-ENTRY TRANSFER AND/OR NON-EXCHANGED OLD NOTES ARE TO BE RETURNED BY CREDITING THE ACCOUNT NUMBER SET FORTH ABOVE IN BOX 2.

Box 5
Participating Broker-Dealer

o CHECK HERE IF YOU ARE A BROKER-DEALER WHO ACQUIRED ANY OLD NOTES FOR YOUR OWN ACCOUNT AS A RESULT OF MARKET-MAKING OR OTHER TRADING ACTIVITIES AND WISH TO RECEIVE TEN (10) ADDITIONAL COPIES OF THE PROSPECTUS AND OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name: ____________________

Address: ____________________

If the undersigned is not a broker-dealer, the undersigned represents that it is acquiring the New Notes in the ordinary course of business, has no arrangement or understanding with any person to participate in a distribution of the New Notes (within the meaning of the Securities Act), is not an "affiliate" (as defined in Rule 405 of the Securities Act) of the Company, is not engaged in, and does not intend to engage in, the distribution of the New Notes, and is not acting on behalf of any person who could not truthfully make the foregoing representations.

If the undersigned is a broker-dealer, the undersigned represents that it is acquiring the New Notes in the ordinary course of business, has no arrangement or understanding with any person to participate in a distribution of the New Notes (within the meaning of the Securities Act), is not an "affiliate" (as defined in Rule 405 of the Securities Act) of the Company, will receive the New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities and it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such New Notes (however, by so representing and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act), and is not acting on behalf of any person who could not truthfully make the foregoing representations.

A broker-dealer may not participate in the Exchange Offer with respect to Old Notes acquired other than as a result of market-making activities or other trading activities. Any broker-dealer who purchased Old Notes from the Company to resell pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act must comply with the registration and prospectus delivery requirements under the Securities Act in connection with any secondary resale transaction.

NOTE: SIGNATURE(S) MUST BE PROVIDED BELOW.
PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the Exchange Offer, the undersigned hereby tenders to the Company the aggregate principal amount of the Old Notes indicated above. Subject to, and effective upon, the acceptance for exchange of all or any portion of the Old Notes tendered herewith in accordance with the terms and conditions of the Exchange Offer (including, if such Exchange Offer is extended or amended, the terms and conditions of any such extension or amendment), the undersigned hereby exchanges, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to such Old Notes as are being tendered herewith.

The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as its true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as the agent of the Company, in connection with the Exchange Offer) with respect to the tendered Old Notes, with full power of substitution and resubstitution (such power of attorney being deemed an irrevocable power coupled with an interest) to (1) deliver certificates representing such Old Notes, or transfer ownership of such Old Notes on the account books maintained by the book-entry transfer facility specified by the holder(s) of the Old Notes, together, in each such case, with all accompanying evidences of transfer and authenticity to, or upon the order of, the Company, (2) present and deliver such Old Notes for transfer on the books of the Company and (3) receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such Old Notes, all in accordance with the terms of the Exchange Offer.

The undersigned hereby represents and warrants that (a) the undersigned has full power and authority to tender, exchange, assign and transfer the Old Notes tendered hereby, (b) when such tendered Old Notes are accepted for exchange, the Company will acquire good and unencumbered title thereto, free and clear of all liens, restrictions, charges and encumbrances and (c) the Old Notes tendered for exchange are not subject to any adverse claims or proxies when accepted by the Company. The undersigned hereby further represents that, whether or not such person is the undersigned, the holder of such Old Notes and any such other person (a) is acquiring the New Notes in the ordinary course of business, (b) has no arrangement or understanding with any person to participate in a distribution of the New Notes (within the meaning of the Securities Act), (c) is not an “affiliate” (as defined in Rule 405 of the Securities Act) of the Company, (d) if such holder or person is not a broker-dealer, such holder is not engaged in, and does not intend to engage in, the distribution of the New Notes, (e) if such holder or person is a broker-dealer, such holder will receive the New Notes for its own account in exchange for Old Notes that were acquired as a result of market--making activities or other trading activities and will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such New Notes, and (f) is not acting on behalf of any person who could not truthfully make the foregoing representations.

The undersigned acknowledges that the Exchange Offer is being made based on the Company’s understanding of an interpretation by the staff of the Securities and Exchange Commission (the “SEC”) as set forth in no-action letters issued to third parties, including *Morgan Stanley & Co. Incorporated* (available June 5, 1991), *Exxon Capital Holdings Corporation (available* May 13, 1988), as interpreted in the SEC’s letter to *Shearman & Sterling,* dated July 2, 1993, and similar no-action letters, that the New Notes issued in exchange for the Old Notes pursuant to the Exchange Offer may be offered for resale, resold and otherwise transferred by each holder thereof (other than a broker-dealer who acquires such New Notes directly from the Company for resale pursuant to Rule 144A under the Securities Act or any other available exemption under the Securities Act or any such holder that is an “affiliate” of the Company within the meaning of Rule 405 under the Securities Act), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such New Notes are acquired in the ordinary course of such holder’s business, such holder is not engaged in, and does not intend to engage in, a distribution of the New Notes, such holder has no arrangement or understanding with any person to participate in a distribution of such New Notes (within the meaning of the Securities Act), and such holder is not acting on behalf of any person who could not truthfully make a representation to the foregoing. However, the SEC has not considered the Exchange Offer in the context of a no--action letter, and there can be no assurance that the staff of the SEC would make a similar determination with respect to the Exchange Offer as made in other circumstances.

If a holder of the Old Notes is an “affiliate” of the Company, is not acquiring the New Notes in the ordinary course of its business, is engaged in or intends to engage in a distribution of the New Notes, has any arrangement or understanding with respect to a distribution of the New Notes to be acquired pursuant to the Exchange Offer, or is acting on behalf of any person who could not truthfully make the representations above, then such holder (x) may not rely on the applicable interpretations of the staff of the SEC and (y) must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction.

If the undersigned is a broker-dealer, it represents that it will receive the New Notes for its own account in exchange for the Old Notes, that the Old Notes to be exchanged for the New Notes were acquired by it as a result of market-making activities or other trading activities and that it will deliver a prospectus in connection with any resale or transfer of such New Notes; however, by so representing and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. The SEC has taken the position that such broker-dealers may fulfill their prospectus delivery requirements with respect to the New Notes (other than a resale of New Notes received in exchange for an unsold allotment from the original sale of the Old Notes) with the Prospectus. The Prospectus may be used by certain broker-dealers (as specified in the registration rights agreement between the Company and the initial purchasers of the Old Notes as stated therein, (as the same may be amended, modified or supplemented from time to time, the "Registration Rights Agreement"), relating to the Old Notes) for a period of up to 180 days after the Expiration Date. The Company has agreed that, for such period of time, it will keep its registration statement (containing the Prospectus) effective. By tendering in the Exchange Offer, each broker-dealer that receives New Notes pursuant to the Exchange Offer acknowledges and agrees to notify the Company prior to using the Prospectus in connection with the sale or transfer of New Notes and agrees that, upon receipt of notice from the Company of the happening of any event which makes any statement in the Prospectus untrue in any material respect or which requires the making of any changes in the Prospectus in order to make the statements therein (in light of the circumstances under which they were made) not misleading, such broker-dealer will suspend use of the Prospectus until (i) the Company has amended or supplemented the Prospectus to correct such misstatement or omission and (ii) either the Company has furnished copies of an amended or supplemented Prospectus to such broker-dealer or, if the Company has not otherwise agreed to furnish such copies and declines to do so after such broker-dealer so requests, such broker-dealer has obtained a copy of such amended or supplemented Prospectus as filed by the Company with the SEC. Except as described above, the Prospectus may not be used for or in connection with an offer to resell, a resale or any other retransfer of New Notes. A broker-dealer that would receive New Notes for its own account for its Old Notes, where such Old Notes were not acquired as a result of market-making activities or other trading activities, will not be able to participate in the Exchange Offer.

The undersigned will, upon request, execute and deliver any additional documents deemed by the Company or the Exchange Agent to be necessary or desirable to complete the exchange, assignment and transfer of the tendered Old Notes or transfer ownership of such Old Notes on the account books maintained by the book-entry transfer facility. The undersigned further agrees that acceptance of any and all validly tendered Old Notes by the Company and the issuance of New Notes in exchange therefore shall constitute performance in full by the Company of its obligations under the Registration Rights Agreement, and that the Company shall have no further obligations or liabilities thereunder except as specifically provided for therein. The undersigned will comply with its obligations under the Registration Rights Agreement.

The Exchange Offer is subject to certain conditions as set forth in the Prospectus under the caption "The Exchange Offer-Conditions." The undersigned recognizes that as a result of these conditions (which may be waived, in whole or in part, by the Company), as more particularly set forth in the Prospectus, the Company may not be required to exchange any of the Old Notes tendered hereby and, in such event, the Old Notes not exchanged will be returned to the undersigned at the address shown above (or, in the case of Old Notes tendered by book-entry transfer, to an account maintained with DTC), promptly following the expiration or termination of the Exchange Offer. In addition, the Company may amend the Exchange Offer at any time prior to the Expiration Date if any of the conditions set forth under "The Exchange Offer-Conditions" occur.

The undersigned understands and agrees that its tender of Old Notes pursuant to any of the procedures described herein and the Company's acceptance thereof will constitute a binding agreement between the undersigned and the Company upon the terms and subject to the conditions as set forth in the Prospectus and this Letter of Transmittal, including all of the undersigned's representations. The undersigned recognizes that the Company may not be required to accept for exchange any or all of the Old Notes tendered hereby.

All authority herein conferred or agreed to be conferred in this Letter of Transmittal shall survive the death or incapacity of the undersigned and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, administrators, trustees in bankruptcy and legal representatives of the undersigned. The tendering of Old Notes is irrevocable, except that tendered Old Notes may be withdrawn at any time prior to the Expiration Date in accordance with the procedures set forth in the terms of this Letter of Transmittal.

Unless otherwise indicated in Box 6 below entitled "Special Registration Instructions," please deliver the New Notes (and, if applicable, substitute certificates representing the Old Notes for any Old Notes not exchanged) in the name of the undersigned or, in the case of a book-entry delivery of the Old Notes, please credit the account indicated above in Box 2. Similarly, unless otherwise indicated in Box 7 below entitled "Special Delivery Instructions," please send the New Notes (and, if applicable, substitute certificates representing the Old Notes for any Old Notes not exchanged) to the undersigned at the address shown above in Box 1.

THE UNDERSIGNED, BY COMPLETING BOX 1 ABOVE ENTITLED "DESCRIPTION OF OLD NOTES TENDERED HEREWITH" AND SIGNING THIS LETTER, WILL BE DEEMED TO HAVE TENDERED THE OLD NOTES AS SET FORTH IN SUCH BOX.

Box 6
SPECIAL REGISTRATION INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Old Notes not tendered and/or certificates for the New Notes are to be issued in the name of someone other than the registered holder(s) of the Old Notes whose name(s) appear(s) above.

Issue: o Old Notes not tendered to:
o New Notes to:

Name(s): ______________________
(Please Print or Type)

Address: ______________________
(Include Zip Code)

Daytime Area Code and Telephone Number: ______________________

Taxpayer Identification Number or Social Security Number: ______________________

Box 7
SPECIAL DELIVERY INSTRUCTIONS
(See Instructions 4 and 5)

To be completed ONLY if certificates for the Old Notes not tendered and/or certificates for the New Notes are to be sent in the name of someone other than the registered holder (s) of the Old Notes whose name(s) appear(s) above.

Send: o Old Notes not tendered to:
o New Notes to:

Name(s): ______________________
(Please Print or Type)

Address: ______________________
(Include Zip Code)

Daytime Area Code and Telephone Number: ______________________

Taxpayer Identification Number or Social Security Number: ______________________

Box 8
ALL TENDERING HOLDERS
PLEASE SIGN HERE
(Complete accompanying Substitute Form W-9)

Must be signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Old Notes) of the Old Notes exactly as their name(s) appear(s) on the Old Notes hereby tendered or by any person(s) authorized to become the registered holder(s) by properly completed bond powers or endorsements and documents transmitted herewith. If signature is by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, please set forth the full title of such person. See Instruction 4.

____
(Signature(s) of Holder(s))

Date: ____

Name(s): ____
(Please Type or Print)

Capacity (full title): ____

Address: ____
(Including Zip Code)

Daytime Area Code and Telephone Number: ____

Taxpayer Identification Number or Social Security Number: ____

GUARANTEE OF SIGNATURE(S)
(If Required-See Instruction 4)

Authorized Signature: ____

Date: ____

Name: ____

Title: ____

Name of Firm: ____

Address of Firm: ____
(Including Zip Code)

Area Code and Telephone Number: ____

Taxpayer Identification Number or Social Security Number ____

Box 9

PAYER'S NAME: THE BANK OF NEW YORK MELLON

SUBSTITUTE
FORM W-9
Department of the Treasury
Internal Revenue Service
Payer's Request for Taxpayer Identification Number (TIN) and Certification

Name: ____

(Please print or type first, middle and last name. If Joint names, list both and circle the name of the person or entity whose number you enter in Part 1 below)

Holder is a (check one):
o C Corporation o S Corporation o Partnership o Individual/sole proprietor o Trust/Estate
o Limited Liability Company-Enter tax classification (C=C Corporation, S=S Corporation, P=Partnership)
o Other: ____
Address: ____
____

Part 1-Please provide your Taxpayer Identification Number ("TIN") in the space provided below and certify by signing and dating below.	**Part** 2-If you are exempt from backup withholding, enter in any code(s) that may apply to you: Exempt payee code (if any):______________________________
(Social Security Number or Employer Identification Number) o Check here if awaiting TIN.	o Check here if you are submitting this form with respect to an account maintained in the United States. If not and you are exempt from FATCA reporting, enter in any FATCA code(s) that may apply to you: Exemption from FATCA reporting code (if any):______________

Part 3-Certification-Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (the "IRS") that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has informed me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (for federal tax purposes, you are a U.S. person if you are: (a) an individual who is a U.S. citizen or U.S. resident alien, (b) a partnership, corporation, company or association created or organized in the United States or under the laws of the United States, (c) an estate (other than a foreign estate) or (d) a domestic trust (as defined in Regulations section 301.7701-7)); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions-You must cross out item 2 of Part 3 if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. However, if after being notified by the IRS that you are subject to backup withholding, you receive another notification from the IRS stating that you are no longer subject to backup withholding, do not cross out item 2 of Part 3.

Signature: ____Date: ____

NOTE: FAILURE TO COMPLETE AND RETURN THIS FORM MAY RESULT IN BACKUP WITHHOLDING ON ANY PAYMENTS MADE TO YOU PURSUANT TO THE EXCHANGE OFFER. PLEASE REVIEW THE ENCLOSED GUIDELINES TO SUBSTITUTE FORM W-9 FOR ADDITIONAL DETAILS.

YOU MUST COMPLETE THE FOLLOWING CERTIFICATE IF YOU CHECKED THE BOX IN PART 1 OF THE SUBSTITUTE FORM W-9.

CERTIFICATE OF AWAITING TAXPAYER IDENTIFICATION NUMBER

I certify under penalties of perjury that a taxpayer identification number has not been issued to me, and either (1) I have mailed or delivered an application to receive a taxpayer identification number to the appropriate Internal Revenue Service Center or Social Security Administration Office, or (2) I intend to mail or deliver an application in the near future. I understand that if I do not provide a taxpayer identification number by the time of payment, a portion of all reportable payments made to me will be withheld and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the Internal Revenue Service.

Signature: ______________________________ Date: ______________________________

GUIDELINES TO SUBSTITUTE FORM W-9

A copy of the IRS Form W-9 Instructions will be provided if you request one. All "Section" references are to the Internal Revenue Code of 1986, as amended. "IRS" is the Internal Revenue Service.

Guidelines for Determining the Proper Name and Identification Number for the Payee (You) to Give to the Payer.

Social security numbers have nine digits separated by two hyphens: i.e., 000-00-0000. Employee Identification Numbers have nine digits separated by only one hyphen: i.e., 00-0000000. The table below will help determine the number to give the payer.

For this type of account:		Give the NAME and SOCIAL SECURITY NUMBER of:	For this type of account:		Give the NAME and EMPLOYER IDENTIFICATION NUMBER of:
1.	Individual	The individual	7.	Disregarded entity not owned by an individual	The owner
2.	Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account(1)	8.	A valid trust, estate, or pension trust	The legal entity(4)
3.	Custodian account of a minor (Uniform Gift to Minors Act)	The minor(2)	9.	Corporate or LLC electing corporate status on Form 8832 or Form 2553	The corporation
4.	a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee(1)	10.	Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
	b. So-called trust account that is not a legal or valid trust under state law	The actual owner(1)	11.	Partnership or multi-member LLC	The partnership
5.	Sole proprietorship or disregarded entity owned by an individual	The owner(3)	12.	A broker or registered nominee	The broker or nominee
6.	Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*	13.	Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
			14.	Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

(1) List first and circle the name of the person whose number you furnish. If only one person on a joint account has a social security number, that person's number must be furnished.

(2) Circle the minor's name and furnish the minor's social security number.

(3) You must show your individual name and you may also enter your business or "doing business as" name on the second name line. You may use either your social security number or your employer identification number (if you have one), but the IRS encourages you to use your social security number.

(4) List first and circle the name of the trust, estate, or pension trust. (Do not furnish the taxpayer identification number of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see "Special rules for partnerships" in the Form W-9 Instructions.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

***Note:** Grantor must also provide a Form W-9 to trustee of trust.

Obtaining a Taxpayer Identification Number

If you do not have a taxpayer identification number or you do not know your number, apply for one immediately. To apply for a Social Security Number, obtain Form SS-5 "Application for a Social Security Card," at your local Social Security Administration office, by calling 1-800-772-1213, or accessing *www.ssa.gov*. Use Form W-7, "Application for IRS Individual Taxpayer Identification Number," to apply for an Individual Taxpayer Identification Number, or Form SS-4 "Application for Employer Identification Number," to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can obtain a Form W-7 and SS-4 by calling 1-800-TAX-FORM, or accessing *www.irs.gov/business*.

Payees Exempt from Backup Withholding

The following codes identify payees that are exempt from backup withholding:

1. An organization exempt from tax under Section 501(a), any individual retirement account (IRA), or a custodial account under Section 403(b)(7), if the account satisfies the requirements of Section 401(f)(2);

2. The United States or any of its agencies or instrumentalities;

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5. A corporation;

6. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

7. A futures commission merchant registered with the Commodity Futures Trading Commission;

8. A real estate investment trust;

9. An entity registered at all times during the tax year under the Investment Company Act of 1940;

10. A common trust fund operated by a bank under Section 584(a);

11. A financial institution;

12. A middleman known in the investment community as a nominee or custodian; or

13. A trust exempt from tax under Section 664 or described in Section 4947.

Any payee that is exempt from backup withholding as described above must still enter any code(s) that may apply in Part 2, and provide the Exchange Agent with an IRS Form W-9 or a Substitute Form W-9 to avoid possible erroneous backup withholding. FILE THIS FORM WITH THE PAYER, FURNISH YOUR NAME AND TAXPAYER IDENTIFICATION NUMBER, WRITE "EXEMPT" ON THE FACE OF THE FORM, SIGN AND DATE THE FORM AND RETURN IT TO THE PAYER.

Payees Exempt from Reporting Under FATCA:

The following codes identify payees that are exempt from reporting under FATCA:

A. An organization exempt from tax under Section 501(a) or any individual retirement plan as defined in section 7701(a)(37);

B. The United States or any of its agencies or instrumentalities;

C. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;

D. A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. Section 1.1472-1(c)(i);

E. A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. Section 1.1472-1(c)(1)(i);

F. A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state;

G. A real estate investment trust;

H. A regulated investment company as defined in Section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940;

I. A common trust fund defined in Section 584(a);

J. A bank as defined in Section 581;

K. A broker;

L. A tax exempt from tax under Section 664 or described in Section 4947(a)(1); or

M. A tax exempt trust under Section 403(b) plan or Section 457(g) plan.

These codes apply to persons submitting this Substitute Form W-9 for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave the exemption from FATCA reporting code in Part 2 blank.

Privacy Act Notice

Section 6109 requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. It may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a portion of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Penalties

(1) **Failure to Furnish Taxpayer Identification Number.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

(2) **Civil Penalty for False Information with Respect to Withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

(3) **Criminal Penalty for Falsifying Information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

(4) **Misuse of Taxpayer Identification Number.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

FOR ADDITIONAL INFORMATION CONTACT YOUR TAX ADVISOR OR THE INTERNAL REVENUE SERVICE.

LETTER OF TRANSMITTAL INSTRUCTIONS
FORMING PART OF THE TERMS AND CONDITIONS OF THE EXCHANGE OFFER

General

Please do not send certificates for Old Notes directly to the Company. Your certificates for Old Notes, together with your signed and completed Letter of Transmittal and any required supporting documents, should be mailed or otherwise delivered to the Exchange Agent at the address set forth on the first page hereof. The method of delivery of the Old Notes, this Letter of Transmittal and all other required documents is at your sole option and risk and the delivery will be deemed made only when actually received by the Exchange Agent. If delivery is by mail, then registered mail with return receipt requested, properly insured, or overnight or hand delivery service is recommended. In all cases, sufficient time should be allowed to ensure timely delivery.

1. Delivery of this Letter of Transmittal and Certificates; Guaranteed Delivery Procedures.

A holder of Old Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Old Notes) may tender the same by (i) properly completing and signing this Letter of Transmittal or a facsimile thereof (all references in the Prospectus to the Letter of Transmittal shall be deemed to include a facsimile thereof) and delivering the same, together with the certificate or certificates, if applicable, representing the Old Notes being tendered and any required signature guarantees and any other documents required by this Letter of Transmittal, to the Exchange Agent at its address set forth on the first page hereof on or prior to the Expiration Date, (ii) complying with the procedure for book-entry transfer described below or (iii) complying with the guaranteed delivery procedures described below.

Holders who wish to tender their Old Notes and (i) whose Old Notes are not immediately available, (ii) who cannot deliver their Old Notes, this Letter of Transmittal and all other required documents to the Exchange Agent on or prior to the Expiration Date, or (iii) who cannot comply with the book-entry transfer procedures on a timely basis, must tender their Old Notes pursuant to the guaranteed delivery procedure set forth in "The Exchange Offer-Guaranteed Delivery Procedures" in the Prospectus and by completing Box 3. Holders may tender their Old Notes if: (i) the tender is made by or through an Eligible Guarantor Institution (as defined below); (ii) the Exchange Agent receives (by facsimile transmission, mail or hand delivery), prior to the expiration of the Exchange Offer, a properly completed and duly executed Notice of Guaranteed Delivery in the form provided with this Letter of Transmittal that (a) sets forth the name and address of the holder of Old Notes, if applicable, the certificate numbers of the Old Notes to be tendered and the principal amount of Old Notes tendered, (b) states that the tender is being made thereby, and (c) guarantees that, within three New York Stock Exchange trading days after the Expiration Date, the Letter of Transmittal, or a facsimile thereof, together with the Old Notes, or a book-entry confirmation, and any other documents required by the Letter of Transmittal, will be deposited by the Eligible Guarantor Institution with the Exchange Agent; and (iii) the Exchange Agent receives a properly completed and executed Letter of Transmittal, or facsimile thereof and the certificates representing all tendered Old Notes in proper form, or a confirmation of book-entry transfer of the Old Notes into the Exchange Agent's account at the appropriate book-entry transfer facility, and all other documents required by this Letter of Transmittal within three New York Stock Exchange trading days after the Expiration Date.

Any holder who wishes to tender Old Notes pursuant to the guaranteed delivery procedures described above must ensure that the Exchange Agent receives the Notice of Guaranteed Delivery relating to such Old Notes prior to the Expiration Date. Failure to complete the guaranteed delivery procedures outlined above will not, of itself, affect the validity or effect a revocation of any Letter of Transmittal form properly completed and executed by a holder who attempted to use the guaranteed delivery procedures.

No alternative, conditional, irregular or contingent tenders will be accepted. Each tendering holder, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of the Old Notes for exchange (see Instruction 9).

2. Partial Tenders; Withdrawals.

Tenders of Old Notes will be accepted only in the principal amount of $2,000 and integral multiples of $1,000 in excess thereof. If less than the entire principal amount of Old Notes evidenced by a submitted certificate is tendered, the tendering holder(s) must fill in the aggregate principal amount of Old Notes tendered in the column entitled "Aggregate Principal Amount of Old Notes Being Tendered" in Box 1 above. A newly issued certificate for the Old Notes submitted but not tendered, or not accepted for exchange if applicable, will be sent to such holder promptly after the Expiration Date, unless

otherwise provided in the appropriate box on this Letter of Transmittal. All Old Notes delivered to the Exchange Agent will be deemed to have been tendered in full unless otherwise clearly indicated. Old Notes tendered pursuant to the Exchange Offer may be withdrawn at any time prior to the Expiration Date, after which tenders of Old Notes are irrevocable.

To be effective with respect to the tender of Old Notes, a written notice of withdrawal (which may be by telegram, telex, facsimile or letter) must: (i) be received by the Exchange Agent at the address for the Exchange Agent set forth on the first page hereof before 5:00 P.M., New York City time, on the Expiration Date; (ii) specify the name of the person who tendered the Old Notes to be withdrawn; (iii) identify the Old Notes to be withdrawn (including the principal amount of such Old Notes, or, if applicable, the certificate numbers shown on the particular certificates evidencing such Old Notes and the principal amount of Old Notes represented by such certificates); (iv) include a statement that such holder is withdrawing its election to have such Old Notes exchanged; (v) specify the name in which any such Old Notes are to be registered, if different from that of the withdrawing holder; and (vi) be signed by the holder in the same manner as the original signature on this Letter of Transmittal (including any required signature guarantee and/or any accompanying document of transfer). The Exchange Agent will return the properly withdrawn Old Notes promptly following receipt of notice of withdrawal. If Old Notes have been tendered pursuant to the procedure for book-entry transfer, any notice of withdrawal must specify the name and number of the account at the book-entry transfer facility from which the Old Notes were tendered and the name and number of the account at the book-entry transfer facility to be credited with the withdrawn Old Notes or otherwise comply with the book-entry transfer facility's procedures. All questions as to the validity, form and eligibility of any notice of withdrawal, including time of receipt, will be determined by the Company, and such determination will be final and binding on all parties.

Any Old Notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the Exchange Offer. Any Old Notes which have been tendered for exchange but which are not accepted for exchange for any reason will be returned to the holder thereof without cost to such holder (or, in the case of Old Notes tendered by book-entry transfer into the Exchange Agent's account at the book-entry transfer facility pursuant to the book-entry transfer procedures described above, such Old Notes will be credited to an account with such book-entry transfer facility specified by the holder) promptly after withdrawal, rejection of tender or termination of the Exchange Offer. Properly withdrawn Old Notes may be retendered by following one of the procedures described under the caption "The Exchange Offer-Procedures for Tendering the Old Notes" in the Prospectus at any time prior to the Expiration Date.

Neither the Company, any affiliate or assigns of the Company, the Exchange Agent nor any other person will be under any duty to give any notification of any irregularities in any notice of withdrawal or incur any liability for failure to give such notification (even if such notice is given to other persons).

3. Beneficial Owner Instructions.

Only a holder of Old Notes (i.e., a person in whose name Old Notes are registered on the books of the registrar or, or, in the case of Old Notes held through book-entry, such book-entry transfer facility specified by the holder), or the legal representative or attorney-in-fact of a holder, may execute and deliver this Letter of Transmittal. Any beneficial owner of Old Notes who wishes to accept the Exchange Offer must arrange promptly for the appropriate holder to execute and deliver this Letter of Transmittal on his or her behalf through the execution and delivery to the appropriate holder of the "Instructions to Registered Holder from Beneficial Owner" form accompanying this Letter of Transmittal.

4. Signature on this Letter of Transmittal; Written Instruments and Endorsements; Guarantee of Signatures.

If this Letter of Transmittal is signed by the registered holder(s) (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Old Notes) of the Old Notes tendered hereby, the signature must correspond exactly with the name(s) as written on the face of the certificates (or on such security listing) without alteration, addition, enlargement or any change whatsoever.

If any of the Old Notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this Letter of Transmittal.

If any Old Notes registered in different names are tendered, it will be necessary to complete, sign and submit as many separate copies of this Letter of Transmittal (or facsimiles thereof) as there are different registrations of Old Notes.

When this Letter of Transmittal is signed by the registered holder(s) of Old Notes (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Old Notes) listed and tendered hereby, no endorsements of certificates or separate written instruments of transfer or exchange are required. If, however, this Letter of Transmittal is signed by a person other than the registered holder(s) of the Old Notes listed

or the New Notes are to be issued, or any Old Notes not tendered, or not accepted for exchange if applicable, are to be reissued, to a person other than the registered holder(s) of the Old Notes, such Old Notes must be endorsed or accompanied by separate written instruments (including, for example, a bond power) of transfer or exchange in form satisfactory to the Company and duly executed by the registered holder, in each case signed exactly as the name or names of the registered holder(s) appear(s) on the Old Notes and the endorsements on certificates and the signatures on separate written instruments must be guaranteed by an Eligible Guarantor Institution. If this Letter of Transmittal, any certificates or separate written instruments of transfer or exchange are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and, unless waived by the Company, submit proper evidence satisfactory to the Company, in its sole discretion, of such persons' authority to so act.

Endorsements on certificates for the Old Notes or signatures on separate written instruments (including bond powers) required by this Instruction 4 must be guaranteed by a member in good standing of a recognized signature medallion program or an eligible guarantor institution identified in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (including any of the following firms (as these terms are used in Rule 17Ad-15): (a) a bank; (b) a broker, dealer, municipal securities dealer, municipal securities broker, government securities dealer or government securities broker; (c) a credit union; (d) a national securities exchange, registered securities association or clearing agency; or (e) a savings association) (each an "Eligible Guarantor Institution").

Signatures on this Letter of Transmittal must be guaranteed by an Eligible Guarantor Institution, unless Old Notes are tendered: (i) by a registered holder (which term, for the purposes described herein, shall include the book-entry transfer facility whose name appears on a security listing as the owner of the Old Notes) who has not completed the box entitled "Special Registration Instructions" or "Special Delivery Instructions" on this Letter of Transmittal; or (ii) for the account of an Eligible Guarantor Institution.

5. Special Registration Instructions and Special Delivery Instructions.

Tendering holders should indicate in Box 6 and/or Box 7 above the name and address in/to which the New Notes and/or certificates for Old Notes not exchanged are to be issued and/or sent, if different from the name(s) and address(es) of the person signing this Letter of Transmittal. In the case of issuance in a different name, the tax identification number (i.e., the social security number or the employer identification number, as applicable) of the person named must also be indicated. A holder tendering the Old Notes by book-entry transfer may request that the Old Notes not exchanged be credited to such account maintained at the book-entry transfer facility as such holder may designate. See Box 4.

If no such instructions are given, the New Notes (and any Old Notes not tendered or not accepted) will be issued in the name of and sent to the holder signing this Letter of Transmittal or deposited into such holder's account at the applicable book-entry transfer facility.

6. Transfer Taxes.

The Company shall pay all transfer taxes, if any, applicable to the transfer and exchange of the Old Notes to it or its order pursuant to the Exchange Offer. If, however, the New Notes, or the Old Notes for principal amounts not tendered or not accepted for exchange, are delivered to or issued in the name of a person other than the registered holder, or if a transfer tax is imposed for any reason other than the transfer and exchange of Old Notes to the Company or its order pursuant to the Exchange Offer, then the amount of any such transfer taxes (whether imposed on the registered holder or any other person) will be payable by the tendering holder. If satisfactory evidence of payment of such taxes or exemption therefrom is not submitted herewith, then the amount of such transfer taxes will be billed directly to such tendering holder.

Except as provided in this Instruction 6, it will not be necessary for transfer tax stamps to be affixed to the Old Notes listed in this Letter of Transmittal.

7. Waiver of Conditions.

The Company reserves the absolute right to waive, in whole or in part, any of the conditions to the Exchange Offer set forth in the Prospectus.

8. Mutilated, Lost, Stolen or Destroyed Securities.

Any holder whose Old Notes have been mutilated, lost, stolen or destroyed, should promptly contact the Exchange Agent at the address set forth on the first page hereof for further instructions. The holder will then be instructed as to the steps

that must be taken in order to replace the certificates. This Letter of Transmittal and related documents cannot be processed until the procedures for replacing mutilated, lost, stolen or destroyed certificates have been completed.

9. No Conditional Tenders; No Notice of Irregularities.

No alternative, conditional, irregular or contingent tenders will be accepted. All tendering holders, by execution of this Letter of Transmittal (or facsimile thereof), shall waive any right to receive notice of the acceptance of their Old Notes for exchange. The Company reserves the right, in its reasonable judgment, to waive any defects, irregularities or conditions of tender as to any particular Old Note. The Company's interpretation of the terms and conditions of the Exchange Offer (including in the Prospectus and in these instructions to this Letter of Transmittal) will be final and binding on all parties. Unless waived, any defects or irregularities in connection with tenders of Old Notes must be cured within such time as the Company shall determine. Neither the Company, the Exchange Agent nor any other person is under any obligation to notify holders of defects or irregularities with respect to tenders of Old Notes, nor shall they incur any liability for failure to give any such notification. Tenders of Old Notes will not be deemed to have been made until such defects or irregularities have been cured or waived. Any Old Notes received by the Exchange Agent that are not properly tendered and as to which the defects or irregularities have not been cured or waived will be returned by the Exchange Agent to the tendering holder promptly following the Expiration Date.

10. Requests for Assistance or Additional Copies.

Questions relating to the procedures for tendering, as well as requests for additional copies of the Prospectus and this Letter of Transmittal, may be directed to the Exchange Agent at the address and telephone number set forth on the first page hereof.

IMPORTANT: THIS LETTER OF TRANSMITTAL OR A FACSIMILE THEREOF (TOGETHER WITH CERTIFICATES OF OLD NOTES OR CONFIRMATION OF BOOK-ENTRY TRANSFER AND ALL OTHER REQUIRED DOCUMENTS) OR A NOTICE OF GUARANTEED DELIVERY MUST BE RECEIVED BY THE EXCHANGE AGENT ON OR PRIOR TO THE EXPIRATION DATE.

IMPORTANT TAX INFORMATION

Under U.S. federal income tax law, a holder may be subject to backup withholding unless the holder provides the Exchange Agent with either (I) for non-exempt U.S. holders, such holder's correct taxpayer identification number ("TIN") *(i.e.*, social security number or employer identification number, as applicable) on IRS Form W-9 or the Substitute Form W-9 included herein, certifying (A) that the TIN provided is correct (or that such holder is awaiting a TIN), (B) that the holder is not subject to backup withholding because (x) such holder is exempt from backup withholding, (y) such holder has not been notified by the IRS that he or she is subject to backup withholding as a result of a failure to report all interest or dividends or (z) the IRS has notified the holder that he or she is no longer subject to backup withholding, and (C) that the holder is a U.S. citizen or other U.S. person (including a U.S. resident alien); or (II) for nonresident aliens or foreign entities not subject to backup withholding, a properly completed IRS Form W-8, as further described below. If the Exchange Agent is not provided with the correct TIN, the holder of New Notes may also be subject to certain penalties imposed by the IRS and any payments that are made to such holder may be subject to backup withholding (see below and the enclosed "Guidelines to Substitute Form W-9").

Certain holders (including, among others, corporations and certain foreign persons) may be exempt from backup withholding. Such exempt holders should indicate their exempt status on IRS Form W-9 or the Substitute Form W-9, or other applicable form. A corporation must complete the appropriate documentation, providing its TIN and, if applicable, indicating that it is exempt from backup withholding. A holder that is a foreign person must submit the appropriate IRS Form W-8, signed under penalties of perjury, and in order to qualify as exempt from backup withholding must attest to its exempt status. The appropriate IRS Form W-8 can be obtained from the Exchange Agent. See the enclosed "Guidelines to Substitute Form W-9" for more instructions. Holders are encouraged to consult their own tax advisors to determine whether they are exempt from backup withholding and reporting requirements.

If backup withholding applies, the payer is required to withhold a portion of any payments made to the holder of New Notes or other payee. Backup withholding is not an additional tax. Rather, the tax liability of persons subject to backup withholding will be reduced by the amount of tax withheld. If withholding results in an overpayment of taxes, a refund may be obtained from the IRS, provided the required information is furnished. The payer cannot refund amounts withheld by reason of backup withholding.

A holder who does not have a TIN may check the box in Part 1 of the IRS Form W-9 or the Substitute Form W-9 if the surrendering holder of Old Notes has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future. If the box in Part 1 is checked, the holder must also complete the "Certificate of Awaiting Taxpayer Identification Number" below the Substitute Form W-9 in Box 9 in order to avoid backup withholding. Notwithstanding that the box in Part 1 is checked and the "Certificate of Awaiting Taxpayer Identification Number" is completed, the payer will withhold a portion of all payments made prior to the time a properly certified TIN is provided to the Exchange Agent and, if the Exchange Agent is not provided with a TIN within 60 days, such amounts will be paid over to the IRS. The holder is required to give the Exchange Agent the TIN *(e.g.*, social security number or employer identification number) of the record owner of the Old Notes. If the Old Notes are in more than one name or are not in the name of the actual owner, consult the enclosed "Guidelines to Substitute Form W-9" for additional guidance on which number to report.

EXHIBIT 99.2

GENERAL MOTORS COMPANY

OFFER TO EXCHANGE

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 3.500% SENIOR NOTES DUE 2018 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 3.500% SENIOR NOTES DUE 2018 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 4.875% SENIOR NOTES DUE 2023 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 4.875% SENIOR NOTES DUE 2023 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

AND

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 6.250% SENIOR NOTES DUE 2043 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 6.250% SENIOR NOTES DUE 2043 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

PURSUANT TO THE PROSPECTUS

DATED , 2014

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS EXTENDED BY THE COMPANY (AS DEFINED BELOW) IN ITS SOLE AND ABSOLUTE DISCRETION (THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Brokers, Dealers, Commercial Banks, Trust Companies and other Nominees:

As described in the enclosed Prospectus, dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus"), and Letter of Transmittal (the "Letter of Transmittal"), General Motors Company (the "Company") is offering to exchange (the "Exchange Offer") the Company's 3.500% Senior Notes due 2018 ("New 2018 Notes"), each of which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for the Company's outstanding 3.500% Senior Notes due 2018 (the "Old 2018 Notes"); 4.875% Senior Notes due 2023 ("New 2023 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 4.875% Senior Notes due 2023 (the "Old 2023 Notes"); and 6.250% Senior Notes due 2043 ("New 2043 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 6.250% Senior Notes due 2043 (the "Old 2043 Notes") (the New 2018 Notes, New 2023 Notes and New 2043 Notes are collectively referred to as the "New Notes" and the Old 2018 Notes, Old 2023 Notes and Old 2043 Notes are collectively referred to as the "Old Notes"), in integral multiples of $2,000 and multiples of $1,000 in excess thereof, upon the terms and subject to the conditions set forth in the enclosed Prospectus and Letter of Transmittal.

The terms of the New Notes offered in the Exchange Offer are substantially identical to the terms of the respective Old Notes, except that the New Notes, upon the terms and subject to the conditions set forth in the enclosed Prospectus and Letter of Transmittal, will be registered under the Securities Act and will not contain restrictions on transfer or provisions relating to additional interest, will bear a different CUSIP or ISIN number from the Old Notes, and will not entitle their holders to registration rights.

The Company will accept for exchange any and all Old Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus. The Exchange Offer is being made in order to satisfy certain obligations of the Company contained in the

registration rights agreement between the Company and the initial purchasers of the Old Notes as stated therein (as the same may be amended, modified or supplemented from time to time, the "Registration Rights Agreement"), relating to the Old Notes.

WE URGE YOU TO PROMPTLY CONTACT YOUR CLIENTS FOR WHOM YOU HOLD OLD NOTES REGISTERED IN YOUR NAME OR IN THE NAME OF YOUR NOMINEE. PLEASE BRING THE EXCHANGE OFFER TO THEIR ATTENTION AS PROMPTLY AS POSSIBLE.

Enclosed are copies of the following documents:

1. The Prospectus;

2. The Letter of Transmittal for your use in connection with the tender of the Old Notes and for the information of your clients, including a "Substitute Form W-9" and "Guidelines to Substitute Form W-9" (providing information relating to U.S. federal income tax backup withholding);

3. A form "Notice of Guaranteed Delivery"; and

4. A form letter including a form of "Instructions to Registered Holder from Beneficial Owner" which you may use to correspond with your clients for whose accounts you hold Old Notes that are registered in your name or the name of your nominee, with space provided for obtaining such clients' instructions regarding the Exchange Offer.

Your prompt action is requested. Please note that the Exchange Offer will expire at 5:00 P.M., New York City time, on the Expiration Date, unless the Company otherwise extends the Exchange Offer.

To participate in the Exchange Offer, certificates for the Old Notes, together with a duly executed and properly completed Letter of Transmittal or facsimile thereof, or a timely confirmation of a book-entry transfer of such Old Notes into the account of The Bank of New York Mellon (the "Exchange Agent") along with a properly transmitted agent's message at the book-entry transfer facility, with any required signature guarantees, and any other required documents, must be received by the Exchange Agent by 5:00 P.M., New York City time, on the Expiration Date, as indicated in the Prospectus and the Letter of Transmittal.

The Company will not pay any fees or commissions to any broker or dealer or to any other persons (other than the Exchange Agent) in connection with the solicitation of tenders of the Old Notes pursuant to the Exchange Offer. However, the Company will pay or cause to be paid any transfer taxes, if any, applicable to the tender of the Old Notes to it or its order, except as otherwise provided in the Prospectus and Letter of Transmittal.

If holders of the Old Notes wish to tender, but it is impracticable for them to forward their Old Notes prior to the Expiration Date or to comply with the book-entry transfer procedures on a timely basis, a tender may be effected by following the guaranteed delivery procedures described in the Prospectus and in the Letter of Transmittal.

Any inquiries you may have with respect to the Exchange Offer should be addressed to the Exchange Agent at its address and telephone number set forth in the enclosed Prospectus and Letter of Transmittal. Additional copies of the enclosed materials may be obtained from the Exchange Agent.

Very truly yours,

GENERAL MOTORS COMPANY

NOTHING CONTAINED HEREIN OR IN THE ENCLOSED DOCUMENTS SHALL CONSTITUTE YOU OR ANY OTHER PERSON AS AN AGENT OF THE COMPANY OR THE EXCHANGE AGENT, OR AUTHORIZE YOU OR ANY OTHER PERSON TO USE ANY DOCUMENT OR MAKE ANY STATEMENTS ON BEHALF OF EITHER OF THEM IN CONNECTION WITH THE EXCHANGE OFFER, OTHER THAN THE DOCUMENTS ENCLOSED HEREWITH AND THE STATEMENTS EXPRESSLY CONTAINED THEREIN.

EXHIBIT 99.3

GENERAL MOTORS COMPANY

OFFER TO EXCHANGE

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 3.500% SENIOR NOTES DUE 2018 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 3.500% SENIOR NOTES DUE 2018 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 4.875% SENIOR NOTES DUE 2023 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 4.875% SENIOR NOTES DUE 2023 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

AND

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 6.250% SENIOR NOTES DUE 2043 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 6.250% SENIOR NOTES DUE 2043 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

PURSUANT TO THE PROSPECTUS

DATED , 2014

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS EXTENDED BY THE COMPANY (AS DEFINED BELOW) IN ITS SOLE AND ABSOLUTE DISCRETION (THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

To Our Clients:

Enclosed for your consideration is a Prospectus, dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus") and a Letter of Transmittal (the "Letter of Transmittal") relating to the offer by General Motors Company (the "Company") to exchange (the "Exchange Offer") the Company's 3.500% Senior Notes due 2018 ("New 2018 Notes"), each of which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for the Company's outstanding 3.500% Senior Notes due 2018 (the "Old 2018 Notes"); 4.875% Senior Notes due 2023 ("New 2023 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 4.875% Senior Notes due 2023 (the "Old 2023 Notes"); and 6.250% Senior Notes due 2043 ("New 2043 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 6.250% Senior Notes due 2043 (the "Old 2043 Notes") (the New 2018 Notes, New 2023 Notes and New 2043 Notes are collectively referred to as the "New Notes" and the Old 2018 Notes, Old 2023 Notes and Old 2043 Notes are collectively referred to as the "Old Notes"), in integral multiples of $2,000 and multiples of $1,000 in excess thereof, upon the terms and subject to the conditions set forth in the enclosed Prospectus and Letter of Transmittal.

The terms of the New Notes offered in the Exchange Offer are substantially identical to the terms of the respective Old Notes, except that the New Notes, upon the terms and subject to the conditions set forth in the enclosed Prospectus and Letter of Transmittal, will be registered under the Securities Act and will not contain restrictions on transfer or provisions relating to additional interest, will bear a different CUSIP or ISIN number from the Old Notes, and will not entitle their holders to registration rights.

The Company will accept for exchange any and all Old Notes properly tendered according to the terms of the Prospectus and the Letter of Transmittal. Consummation of the Exchange Offer is subject to certain conditions described in the Prospectus. The Exchange Offer is being made in order to satisfy certain obligations of the Company contained in the registration rights agreement between the Company and the initial purchasers of the Old Notes, as stated therein (as the same

may be amended, modified or supplemented from time to time, the “Registration Rights Agreement”), relating to the Old Notes.

The enclosed materials are being forwarded to you as the beneficial owner of the Old Notes held by us for your account but not registered in your name. **A tender of such Old Notes may only be made by us as the registered holder and pursuant to your instructions.** Therefore, the Company urges beneficial owners of Old Notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee to contact such registered holder promptly if such beneficial owners wish to tender their Old Notes in the Exchange Offer.

Accordingly, we request instructions as to whether you wish to tender any or all such Old Notes held by us for your account, pursuant to the terms and conditions set forth in the enclosed Prospectus and Letter of Transmittal. If you wish to have us tender any or all of your Old Notes, please so instruct us by completing, signing and returning to us the “Instructions to Registered Holder from Beneficial Owner” form that appears below. We urge you to read the Prospectus and the Letter of Transmittal carefully before instructing us as to whether or not to tender your Old Notes.

The accompanying Letter of Transmittal is furnished to you for your information only and may not be used by you to tender Old Notes held by us and registered in our name for your account or benefit.

If we do not receive written instructions in accordance with the below and in accordance with the procedures presented in the Prospectus and the Letter of Transmittal, we will not tender any of the Old Notes on your account.

INSTRUCTIONS TO REGISTERED HOLDER FROM BENEFICIAL OWNER

The undersigned beneficial owner acknowledges receipt of your letter and the accompanying Prospectus dated , 2014 (as the same may be amended or supplemented from time to time, the "Prospectus") and the Letter of Transmittal (the "Letter of Transmittal") relating to the offer by General Motors Company (the "Company") to exchange (the "Exchange Offer") the Company's 3.500% Senior Notes due 2018 ("New 2018 Notes"), each of which have been registered under the Securities Act of 1933, as amended (the "Securities Act"), for the Company's outstanding 3.500% Senior Notes due 2018 (the "Old 2018 Notes"); 4.875% Senior Notes due 2023 ("New 2023 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 4.875% Senior Notes due 2023 (the "Old 2023 Notes"); and 6.250% Senior Notes due 2043 ("New 2043 Notes"), each of which have been registered under the Securities Act, for the Company's outstanding 6.250% Senior Notes due 2043 (the "Old 2043 Notes") (the New 2018 Notes, New 2023 Notes and New 2043 Notes are collectively referred to as the "New Notes" and the Old 2018 Notes, Old 2023 Notes and Old 2043 Notes are collectively referred to as the "Old Notes"), in integral multiples of $2,000 and multiples of $1,000 in excess thereof, upon the terms and subject to the conditions set forth in the enclosed Prospectus and Letter of Transmittal. Capitalized terms used but not defined herein have the meanings ascribed to them in the Prospectus.

This will instruct you, the registered holder, to tender the principal amount of the Old Notes indicated below held by you for the account of the undersigned, upon the terms and subject to the conditions set forth in the enclosed Prospectus and Letter of Transmittal.

Principal Amount of Old Notes held for Account Holder(s)	Class of Old Notes Being Tendered	Principal Amount of Old Notes to be tendered*

*Unless otherwise indicated, the entire principal amount of Old Notes held for the account of the undersigned will be tendered.

If the undersigned instructs you to tender the Old Notes held by you for the account of the undersigned, it is understood that you are authorized to make, on behalf of the undersigned (and the undersigned, by its signature below, hereby makes to you), the representations and warranties contained in the Letter of Transmittal that are to be made with respect to the undersigned as a beneficial owner of the Old Notes, including but not limited to the representations that the undersigned (i) is acquiring the New Notes in the ordinary course of business, (ii) has no arrangement or understanding with any person to participate in a distribution of the New Notes (within the meaning of the Securities Act), (iii) is not an "affiliate" (as defined in Rule 405 of the Securities Act) of the Company, (iv) if not a broker-dealer, is not engaged in, and does not intend to engage in, the distribution of the New Notes, (v) if a broker-dealer, will receive the New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading activities and will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such New Notes, and (vi) is not acting on behalf of any person who could not truthfully make the foregoing representations.

If a holder of the Old Notes (i) is not acquiring the New Notes in the ordinary course of business, (ii) has an arrangement or understanding with any person to participate in a distribution of the New Notes (within the meaning of the Securities Act), (iii) is an "affiliate" (as defined in Rule 405 of the Securities Act) of the Company, (iv) is not a broker-dealer and is engaged in, or intends to engage in, the distribution of the New Notes, (v) is a broker-dealer and will not receive the New Notes for its own account in exchange for Old Notes that were acquired as a result of market-making activities or other trading

activities and will not deliver a prospectus meeting the requirements of the Securities Act in connection with any resale or transfer of such New Notes, or (vi) is acting on behalf of any person who could not truthfully make the representations in the above paragraph, then such holder may not rely on the applicable interpretations of the staff of the Securities and Exchange Commission relating to exemptions from the registration and prospectus delivery requirements of the Securities Act and must comply with such requirements in connection with any secondary resale transaction.

SIGN HERE

Signature(s):	
Print Name(s):	
Date:	
Address:	
	(Please include Zip Code)
Telephone Number:	
	(Please include Area Code)
Taxpayer Identification Number or Social Security Number:	
My Account Number With You:	

EXHIBIT 99.4

NOTICE OF GUARANTEED DELIVERY
FOR
GENERAL MOTORS COMPANY

OFFER TO EXCHANGE

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 3.500% SENIOR NOTES DUE 2018 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 3.500% SENIOR NOTES DUE 2018 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 4.875% SENIOR NOTES DUE 2023 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 4.875% SENIOR NOTES DUE 2023 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

AND

$1,500,000,000 AGGREGATE PRINCIPAL AMOUNT OF NEW 6.250% SENIOR NOTES DUE 2043 THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, FOR ALL OUTSTANDING 6.250% SENIOR NOTES DUE 2043 ORIGINALLY ISSUED SEPTEMBER 27, 2013,

PURSUANT TO THE PROSPECTUS

DATED , 2014

(Not to be used for signature guarantees.)

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2014, UNLESS EXTENDED BY THE COMPANY (AS DEFINED BELOW) IN ITS SOLE AND ABSOLUTE DISCRETION (THE "EXPIRATION DATE"). TENDERS MAY BE WITHDRAWN PRIOR TO 5:00 P.M., NEW YORK CITY TIME, ON THE EXPIRATION DATE.

This form, or one substantially equivalent hereto, must be used to accept the Exchange Offer made by General Motors Company, a Delaware corporation (the "Company"), pursuant to the Prospectus, dated , 2014 (the "Prospectus"), and the enclosed Letter of Transmittal (the "Letter of Transmittal"), if the certificates for the Old Notes are not immediately available or if the procedure for book-entry transfer cannot be completed on a timely basis or time will not permit all required documents to reach the Exchange Agent prior to 5:00 P.M., New York City time, on the Expiration Date. Such form may be delivered or transmitted by facsimile transmission, mail or hand delivery to The Bank of New York Mellon (the "Exchange Agent") as set forth below. In addition, in order to utilize the guaranteed delivery procedure to tender the Old Notes pursuant to the Exchange Offer, a completed, signed and dated Letter of Transmittal (or facsimile thereof) must also be received by the Exchange Agent prior to 5:00 P.M., New York City time, on the Expiration Date. Capitalized terms not defined herein have the meanings ascribed to them in the Letter of Transmittal.

The Exchange Agent for the Exchange Offer is:

THE BANK OF NEW YORK MELLON

By hand delivery, mail or overnight courier at:
The Bank of New York Mellon
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Dacia Brown-Jones

By Facsimile:
(732) 667-9408

For Confirmation by Telephone:
(315) 414-3349

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF THIS NOTICE OF GUARANTEED DELIVERY VIA FACSIMILE TRANSMISSION TO A NUMBER OTHER THAN AS SET FORTH ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

THIS NOTICE OF GUARANTEED DELIVERY IS NOT TO BE USED TO GUARANTEE SIGNATURES. IF A SIGNATURE ON A LETTER OF TRANSMITTAL IS REQUIRED TO BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (AS DEFINED IN THE LETTER OF TRANSMITTAL), SUCH SIGNATURE GUARANTEE MUST APPEAR IN THE SPACE ENTITLED "GUARANTEE OF SIGNATURE(S)" IN BOX 8 ON THE LETTER OF TRANSMITTAL.

(THE GUARANTEE OF DELIVERY BELOW MUST BE COMPLETED.)

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Prospectus and the accompanying Letter of Transmittal, the undersigned hereby tenders to the Company the principal amount of Old Notes indicated below, pursuant to the guaranteed delivery procedures described in “The Exchange Offer Guaranteed Delivery Procedures” section of the Prospectus and Instruction 1 of the Letter of Transmittal.

Class of Old Notes Being Tendered	Certificate Number(s) (if known) of Old Notes or Account Number at Book-Entry Transfer Facility	Aggregate Principal Amount Represented by Old Notes	Aggregate Principal Amount of Old Notes Being Tendered

Signature(s) of Record Holder(s): ______________________________

Please Type or Print Name(s) of Record Holder(s): ______________________________

Dated: ______________________________

Address: ______________________________

(Zip Code)

(Daytime Area Code and Telephone No.): ______________________________

o **Check this box if the Old Notes will be delivered by book-entry transfer to The Depository Trust Company.**

Account Number: ______________________________

(THE GUARANTEE OF DELIVERY BELOW MUST BE COMPLETED.)
GUARANTEE OF DELIVERY
(Not to be used for signature guarantee)

The undersigned, a member in good standing of a recognized signature medallion program or an "eligible guarantor institution," as such term is defined in Rule 17Ad-15 under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), hereby (a) represents that the above person(s) "own(s)" the Old Notes tendered hereby within the meaning of Rule 14e-4(b)(2) under the Exchange Act, (b) represents that the tender of those Old Notes complies with Rule 14e-4 under the Exchange Act and (c) guarantees to deliver to the Exchange Agent, at its address set forth in the Notice of Guaranteed Delivery, a properly completed and duly executed Letter of Transmittal, or facsimile thereof, with any required signature guarantees, together with the certificates for all physically tendered Old Notes, in proper form for transfer, or a book-entry confirmation, as the case may be, and any other documents required by the Letter of Transmittal within three (3) New York Stock Exchange trading days after the Expiration Date.

The signature medallion program member or the eligible guarantor institution that completes this form must deliver the documents listed above to the Exchange Agent within the time period indicated above. Failure to do so may result in financial loss to such member or institution.

Name of Firm:	
(Authorized Signature)	
Address:	
	(Zip Code)
Area Code and Telephone No.:	
Name:	
	(Please Type or Print)
Title:	
Dated:	

NOTE: DO NOT SEND OLD NOTES WITH THIS NOTICE OF GUARANTEED DELIVERY. OLD NOTES SHOULD BE SENT WITH YOUR LETTER OF TRANSMITTAL.

INSTRUCTIONS FOR NOTICE OF GUARANTEED DELIVERY

1. **Delivery of this Notice of Guaranteed Delivery**. A properly completed and duly executed copy of this Notice of Guaranteed Delivery and any other documents required by this Notice of Guaranteed Delivery must be received by the Exchange Agent at its address set forth herein prior to 5:00 P.M., New York City time, on the Expiration Date. The method of delivery of this Notice of Guaranteed Delivery and any other required documents to the Exchange Agent is at the election and risk of the holders and the delivery will be deemed made only when actually received by the Exchange Agent. Instead of delivery by mail, it is recommended that the holders use an overnight or hand delivery service, properly insured. If such delivery is by mail, it is recommended that the holders use properly insured, registered mail with return receipt requested. In all cases, sufficient time should be allowed to assure timely delivery. For a description of the guaranteed delivery procedure, see "The Exchange Offer-Guaranteed Delivery Procedures" section of the Prospectus and see Instruction 1 of the Letter of Transmittal. Neither this Notice of Guaranteed Delivery nor any other notice of guaranteed delivery should be sent to the Company.

2. **Signatures on this Notice of Guaranteed Delivery.** If this Notice of Guaranteed Delivery is signed by the registered holder(s) of the Old Notes referred to herein, the signatures must correspond with the name(s) written on the face of the Old Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a person other than the registered holder(s) of the Old Notes listed, this Notice of Guaranteed Delivery must be accompanied by appropriate bond powers, signed as the name of the registered holder(s) appear(s) on the Old Notes without alteration, addition, enlargement or any change whatsoever. If this Notice of Guaranteed Delivery is signed by a trustee, executor, administrator, guardian, attorney-in-fact, officer of a corporation or other person acting in a fiduciary or representative capacity, such person should so indicate when signing and, unless waived by the Company, evidence satisfactory to the Company of such person's authority to so act must be submitted with this Notice of Guaranteed Delivery.

3. **Questions and Requests for Assistance or Additional Copies.** Questions and requests for assistance and requests for additional copies of the Prospectus, the Letter of Transmittal and this Notice of Guaranteed Delivery may be directed to the Exchange Agent at the address set forth herein. Holders may also contact their broker, dealer, commercial bank, trust company or other nominee for assistance concerning the Exchange Offer.