
**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, DC 20549-1004**

FORM 8-K

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

Date of Report (Date of earliest event reported): June 12, 2017 (June 6, 2017)

GENERAL MOTORS COMPANY

(Exact Name of Registrant as Specified in its Charter)

DELAWARE
(State or other jurisdiction of
incorporation)

001-34960
(Commission File Number)

27-0756180
(I.R.S. Employer
Identification No.)

300 Renaissance Center, Detroit, Michigan
(Address of Principal Executive Offices)

48265-3000
(Zip Code)

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

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

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17-CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company

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

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

As discussed below in Item 5.07 of this Current Report on Form 8-K, on June 6, 2017, the shareholders of General Motors Company (the “Company”) approved the General Motors Company 2017 Short-Term Incentive Plan (the “STIP”) and the General Motors Company 2017 Long-Term Incentive Plan (the “LTIP”) and, together with the STIP, the “Plans”) at the Company’s 2017 Annual Meeting of Shareholders (the “Annual Meeting”). The material terms of the STIP and the LTIP are described in Item No. 3 and Item No. 4, respectively, of the Company’s definitive proxy statement filed with the Securities and Exchange Commission on April 13, 2017 (the “Proxy Statement”), which descriptions are incorporated by reference herein. The descriptions of the Plans in the Proxy Statement are qualified in their entirety by reference to the full text of the STIP and the LTIP, as applicable, copies of which were filed as Appendix A and Appendix B, respectively, to the Proxy Statement and are incorporated by reference herein. The Plans had previously been approved by the Company’s Board of Directors and became effective immediately upon shareholder approval.

The form of award agreement for the award of stock options under the LTIP is filed as Exhibit 10.3 hereto and is incorporated by reference herein.

Item 5.07 Submission of Matters to a Vote of Security Holders.

On June 6, 2017, the Company held its Annual Meeting. Set forth below are each of the matters submitted to a vote of the shareholders at the Annual Meeting, and the preliminary voting results reported by the Company’s proxy solicitor, Innisfree M&A Incorporated (“Innisfree”), based on the information available to Innisfree. These results **do not include** (i) shares voted on the green proxy card distributed by Greenlight Capital, Inc. and certain of its affiliates (together, “Greenlight”) outside of the system maintained by Broadridge Financial Solutions, Inc. (“Broadridge”), (ii) shares (A) not represented by a white proxy card returned to the Company, (B) not otherwise known to have been voted at the Annual Meeting and (C) either (I) for which legal proxies were issued (approximately 66,217 shares which number excludes shares represented by legal proxies which are known to have been voted at the Annual Meeting) or (II) held in registered name (approximately 1,554,932 shares, not including registered shares for which a white proxy card was returned) or (iii) shares voted that Innisfree could not definitively match with a shareholder identified as being a record or beneficial holder of shares of the Company’s common stock, par value \$0.01 per share (“Common Stock”), as of the record date for the Annual Meeting. Further, these preliminary results do not reflect the impact of any revocations of votes previously submitted on the white proxy card either through in-person voting at the Annual Meeting or through the submission of a later-dated green proxy card outside of the Broadridge system.

In addition to being incomplete for the reasons described above, these results are preliminary only and are subject to change based on the final certification of the voting results by the independent inspector of elections for the Annual Meeting, IVS Associates, Inc. (“IVS”). The Company will file an amendment to this Current Report on Form 8-K to disclose the final voting results after receiving IVS’s final certified report.

As of the close of business on April 7, 2017, the record date for the Annual Meeting, 1,510,395,471 shares of Common Stock were outstanding and entitled to vote. Based on the preliminary results from Innisfree and subject to the qualifications set forth above, at least 1,246,503,133 shares of Common Stock were voted in person or by proxy at the Annual Meeting, representing more than 82 percent of the shares entitled to be voted.

The preliminary tabulation from Innisfree of voting results (subject to the caveats noted in the paragraphs above) for the election of directors and other proposals is set forth below.

Item No. 1 – Election of Directors. Based on the preliminary results from Innisfree, the Company’s shareholders elected the following nominees, constituting the Company’s full slate of nominees, to serve on the Company’s Board of Directors until the next annual meeting of shareholders and until their successors have been duly elected or appointed: Mary T. Barra, Theodore M. Solso, Joseph J. Ashton, Linda R. Gooden, Joseph Jimenez, Jane L. Mendillo, Michael G. Mullen, James J. Mulva, Patricia F. Russo, Thomas M. Schoewe, and Carol M. Stephenson.

The Company’s Board of Directors’ Nominees

Director	For	Abstain/Withhold
Mary T. Barra	1,142,152,192	23,050,149
Theodore M. Solso	1,158,038,321	7,162,020
Joseph J. Ashton	1,158,281,666	6,920,676
Linda R. Gooden	1,154,007,068	11,193,273
Joseph Jimenez	1,145,859,195	19,341,146
Jane L. Mendillo	1,012,503,844	5,470,701
Michael G. Mullen	1,011,656,723	6,317,822
James J. Mulva	1,151,367,822	13,832,519
Patricia F. Russo	1,135,974,888	29,225,453
Thomas M. Schoewe	1,158,399,980	6,800,361
Carol M. Stephenson	968,617,987	21,158,543

Greenlight’s Nominees

Director	For	Abstain/Withhold
Leo Hindery, Jr.	172,007,528	1,526,560
Vinit Sethi	142,639,469	2,696,604
William N. Thorndike, Jr.	143,799,581	1,536,492

Item No. 2 – Approval, on an Advisory Basis, of Named Executive Officer Compensation. Based on the preliminary results from Innisfree, the Company’s shareholders approved, by advisory vote, the compensation of the Company’s named executive officers.

For	Against	Abstain/Withhold
1,122,107,343	37,243,508	5,865,485

Item No. 3 – Approval of the General Motors Company 2017 Short-Term Incentive Plan. Based on the preliminary results from Innisfree, the Company’s shareholders approved the General Motors Company 2017 Short-Term Incentive Plan.

For	Against	Abstain/Withhold
1,120,600,360	39,097,608	5,518,948

Item No. 4 – Approval of the General Motors Company 2017 Long-Term Incentive Plan. Based on the preliminary results from Innisfree, the Company’s shareholders approved the General Motors Company 2017 Long-Term Incentive Plan.

For	Against	Abstain/Withhold
1,122,249,911	37,579,925	5,386,993

Item No. 5 – Ratification of the Selection of Deloitte & Touche LLP as the Company’s Independent Registered Public Accounting Firm for 2017. Based on the preliminary results from Innisfree, the Company’s shareholders ratified the appointment of Deloitte & Touche LLP as the Company’s independent registered public accounting firm for 2017.

For	Against	Abstain/Withhold
1,226,251,591	15,966,667	4,284,876

Item No. 6 – Shareholder Proposal Regarding Independent Board Chairman. Based on the preliminary results from Innisfree, the Company’s shareholders did not approve a shareholder proposal regarding an independent board chairman.

For	Against	Abstain/Withhold
481,780,557	677,988,562	5,445,961

Item No. 7 – Greenlight Proposal Regarding Creation of Dual-Class Common Stock. Based on the preliminary results from Innisfree, the Company’s shareholders did not approve Greenlight’s proposal regarding the creation of dual-class common stock.

For	Against	Abstain/Withhold
89,631,372	1,066,859,165	8,724,129

ITEM 9.01 Financial Statements and Exhibits

(d) Exhibits.

- 10.1 General Motors Company 2017 Short-Term Incentive Plan (incorporated herein by reference to Appendix A to the General Motors Company Definitive Proxy Statement on Schedule 14A filed April 13, 2017).
- 10.2 General Motors Company 2017 Long-Term Incentive Plan (incorporated herein by reference to Appendix B to the General Motors Company Definitive Proxy Statement on Schedule 14A filed April 13, 2017).
- 10.3* Form of Non-Qualified Stock Option Grant Award Agreement under the General Motors Company 2017 Long-Term Incentive Plan.

* filed herewith

SIGNATURE

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

GENERAL MOTORS COMPANY

(Registrant)

/s/ Jill E. Sutton

By: Jill E. Sutton

Deputy General Counsel & Corporate Secretary

Date: June 12, 2017

**General Motors Company
2017 Long-Term Incentive Plan
2017 Non-Qualified Stock Option Grant**

Private and Confidential

[Name]

This letter (“**Award Document**”) describes the details under which you are being granted an Award of Non-Qualified Stock Options (“**Options**”) under the General Motors Company 2017 Long-Term Incentive Plan (as amended from time to time, the “**Plan**”). As the Options vest, you have the right to purchase Shares at the exercise price noted below (“**Exercise Price**”).

A copy of the Plan can be found on the Solium Shareworks site. Capitalized terms used in this Award Document have the meanings given in the Plan unless noted otherwise.

The full terms of your Award are set out in this Award Document, the Plan and any policy adopted by the Committee in respect of the Plan and Awards thereunder that is applicable to this Award. In the event of any conflict between this Award Document and the Plan, the terms of this Award Document shall prevail.

Terms of this Award

Issuer	General Motors Company, a Delaware corporation
Number of Options Granted To You	[Insert Number of Options]
Exercise Price	\$34.34
Grant Date	June 7, 2017
Vesting Commencement Date	February 14, 2017
Vesting Schedule	<p>One-third of the Options will vest on the first, second and third anniversaries of the Vesting Commencement Date as follows:</p> <p>One-third on February 14, 2018 One-third on February 14, 2019 One-third on February 14, 2020</p> <p>For purposes of calculating the pro rata portion of the Award as may be required under the terms of the Plan, the time period for such proration will be deemed to have commenced on the Vesting Commencement Date.</p> <p>Except as otherwise provided in the Plan and this Award Document, any portion of the Options not vested as of a Termination of Service shall be forfeited.</p>
Expiration Date	<p>June 7, 2027 upon the close of the New York Stock Exchange.</p> <p>Any unexercised Options that remain following the Expiration Date shall be forfeited.</p>

<p>Form of Settlement</p>	<p>Unless otherwise prohibited by the Plan, this Award Document, law or administrative rules established under the Plan, your Options may be exercised and settled in the following ways:</p> <p>Buy and Hold – Exercise Options to buy Shares using cash and then hold the Shares;</p> <p>Cashless – Exercise Options to buy Shares and sell the acquired Shares at the same time without using cash. Net proceeds received in cash;</p> <p>Net Shares – Exercise Options to buy Shares and sell the acquired Shares at the same time without using cash. Net proceeds received in Shares;</p> <p>Stock for Stock – Exercise Options to buy Shares using the value of Shares already owned;</p> <p>Combination or Other Methods (as may be approved by the Committee).</p> <p>Notwithstanding the forgoing and the terms of the Plan, the Company reserves the right to limit the form of settlement based on your home or host location at the time of exercise. For example, if you are providing services in certain specified jurisdictions at the time of exercise, you may only exercise vested Options through a cashless exercise. The Company also reserves the right to further modify the form of settlement of your Award as it deems appropriate to account for the impact of local law and regulations. For example, the Company may adjust settlement to account for unique limitations regarding the provision of equity outside the United States.</p> <p>Regardless of the form of settlement, as required by law, the Company will withhold any applicable federal, state, local or foreign tax in connection with any exercise of the Options. You are responsible for any taxes due upon exercise of the Options.</p>
<p>Conditions Precedent</p>	<p>Pursuant and subject to Section 11 of the Plan, as a condition precedent to the vesting and/or exercise of any portion of your Award, you shall:</p> <ul style="list-style-type: none"> • Refrain from engaging in any activity which will cause damage to the Company or is in any manner inimical or in any way contrary to the best interests of the Company, as determined pursuant to the Plan; and • Furnish to the Company such information with respect to the satisfaction of the foregoing as the Committee may reasonably request. <p>In addition, the Committee may require you to enter into such agreements as the Committee considers appropriate.</p> <p>Your failure to satisfy any of the foregoing conditions precedent will result in the immediate cancellation of the unvested portion of your Award and any vested portion of your Award that has not yet been exercised, and you will not be entitled to receive any consideration with respect to such cancellation.</p>

<p>Restrictive Covenants</p>	<p>In exchange for the Options described in this Award Document, except to the extent this provision is expressly unenforceable or unlawful under applicable law, you agree to the following restrictive covenants (“Restrictive Covenants”) that apply during your employment with the Company and its Subsidiaries, and for the 12-month period commencing on your Termination of Service, including a Full Career Status Termination:</p> <ul style="list-style-type: none"> • You will not directly or indirectly engage in or perform any engineering, purchasing, design, marketing, manufacturing or any other tasks or functions or provide services in any other capacity (e.g., as an employee, a board member, a manager or a consultant) for any motor vehicle manufacturer (including its parent, subsidiaries, and other affiliates) that competes with the Company or its Subsidiaries; • You will not directly or indirectly, knowingly induce any employee of the Company or any Subsidiary to leave their employment for participation, directly or indirectly, with any existing or future business venture associated with you; and • You will not directly or indirectly solicit any client, customer, or supplier of, or provider to the Company or its Subsidiaries who was a client, customer, supplier or provider for which you provided services or supervised services during the 12-month period immediately prior to your Termination of Service. <p>You may seek permission from the Company to take action that would otherwise violate one or more aspects of these Restrictive Covenants, including a request to work in a direct or indirect capacity for any motor vehicle manufacturer that competes with the Company, but the Company may deny such request in its unfettered discretion and otherwise enforce the provisions of the Restrictive Covenants.</p> <p>If you violate any of the Restrictive Covenants during its effective period without the Company’s consent, both the unvested and vested but unexercised portion of your Award will immediately be cancelled. In addition, you agree to repay to the Company all of the gains resulting from any exercise of the Options during the period commencing on the date that is 12 months prior to your Termination of Service and ending on the date that is 12 months following your Termination of Service. The Company may also take action at equity or in law to enforce the provisions of the applicable Restrictive Covenants. Following application of this provision of the Award Document, you will continue to be bound by the obligations, promises and other agreements contained in the Plan and the Award Document.</p>
<p>Other Terms and Conditions of the Award</p>	<p>Refer to the Plan for additional terms and conditions applicable to your Award, including but not limited to those relating to:</p> <ul style="list-style-type: none"> • No dividends or dividend equivalents will be earned or paid on the Options granted; • Effects of your Termination of Service on your Award, including upon Death, Disability, achievement of Full Career Status and other Termination of Service scenarios; • Your Award being subject to any clawback or recoupment policies of the Company as may be in effect from time to time; • The impact of a Change in Control or other specified corporate event on your Award; and • Jurisdiction and governing law.

Additional Terms/Acknowledgements

The following additional terms apply to your Award, your participation in the Plan and the grant of the Options (and issuance of any Shares) to you. By accepting the Award you irrevocably agree and acknowledge in favor of the Company (on its own behalf and as an agent for the Subsidiaries) that:

- a) To enable the Company to issue you this Award, and administer the Plan and any Award, you consent to the holding and processing of personal information provided by you to the Company or any Subsidiary, trustee or third party service provider, for all purposes relating to the operation of the Plan in accordance with Section 20 of the Plan.
- b) You will not have any claim to be granted any Award under the Plan, and there is no obligation for uniformity of treatment of employees, consultants, advisors, Participants or holders or Beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient. Any Award granted under the Plan shall be a single, voluntary grant and does not constitute a promise, a contractual right or other right to receive future grants. The Committee maintains the right to make available future grants under the Plan.
- c) The grant of this Award does not give you the right to be retained in the employ of, or to continue to provide services to, the Company or any Subsidiary. The Company or the applicable Subsidiary may at any time dismiss you, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any other agreement binding you and the Company or the applicable Subsidiary. Your receipt of this Award under the Plan is not intended to confer any rights on you except as set forth in this Award Document or in the Plan.
- d) Unless otherwise required by law, this Award under, and your participation in, the Plan does not form part of your remuneration for the purposes of determining payments in lieu of notice of termination of your employment of office, severance payments, leave entitlements, or any other compensation payable to you and no Award, payment, or other right or benefit, under the Plan will be taken into account in determining any benefits under any pension, retirement, savings, profit-sharing, group insurance, welfare or benefit plan of the Company or any of the Subsidiaries.
- e) This Award includes Restrictive Covenants and conditions precedent that apply during and following your termination of employment, and the Options described in this Award constitute good and valuable consideration provided in exchange for those Restrictive Covenants.
- f) The Company and the Subsidiaries, their respective affiliates, officers and employees make no representation concerning the financial benefit or taxation consequences of any Award or participation in the Plan and you are strongly advised to seek your own professional legal and taxation advice concerning the impact of the Plan and your Award.
- g) The future value of the Options and subsequent Shares as a result of exercise is unknown and cannot be predicted with certainty and may increase or decrease in value.
- h) You will have no claim or entitlement to compensation or damages arising from the forfeiture of the Options, the termination of the Plan, or the diminution in value of the Options or Shares, including, without limitation, as a result of the termination of your employment by the Company or any Subsidiary for any reason whatsoever and whether or not in breach of contract. You irrevocably release the Company, its Subsidiaries, Affiliates, the Plan Administrator and their affiliates from any such claim that may arise.
- i) The Company has adopted a stock ownership requirement policy and, if your position is covered, you shall be subject to and comply with this policy as may be in effect from time to time. Options do not count towards your stock ownership requirement.

- j) If any term of this Award is determined to be unenforceable as written by a court of competent jurisdiction, you acknowledge and agree that such term shall be adjusted to the extent determined by the court to achieve the intent of the Company in imposing such term and if the court determines that such term cannot be reformed to achieve the intent of the Company, then the elimination of the pertinent provisions of that term shall not otherwise impact the enforceability of the other terms of this Award.
- k) This Plan and this Award are governed by the laws of the State of Delaware, without regard to the conflicts of law provisions thereof, and any cause or claim arising with respect to this Award or the subject matter contained in this Award Document will be exclusively resolved in the Courts of Delaware. The Company will make reasonable efforts so that the Award complies with all applicable federal and state securities laws; provided, however, notwithstanding any other provision of the Award Document, the Options shall not be exercisable if the exercise thereof would result in a violation of any such law.
- l) Nothing in this Award Document will be construed as requiring a forfeiture or otherwise prohibiting you from fully and truthfully cooperating with any investigation or engaging in any other conduct protected by U.S. law.
- m) You have read this Award Document and the Plan carefully and understand their terms, including but not limited to the Restrictive Covenants herein. By indicating your acceptance of these terms, you are expressly accepting the terms and conditions of the Award, and the Company may rely on your acceptance.

Acceptance of Offer

To accept this offer you will need to follow the link at the bottom of this page. Your electronic acceptance confirms the following:

I confirm that I have been given a copy of this Award Document and access to the Plan, and that having read both documents I irrevocably agree to:

- a) Accept the Options (and any Shares resulting from the exercise of the Options) that are issued by the Company to me in accordance with the terms of the Plan and this Award Document; and
- b) Be bound by and abide by the terms of this Award Document and the Plan.

If you do not accept this Award by [x], this offer will lapse and be incapable of acceptance (unless otherwise agreed to by the Company).

If you have any questions concerning this offer or the Plan, please contact [x].