

PROSPECTUS

The date of this Prospectus is April 4, 2007

## General Electric Capital Corporation

(Incorporated under the laws of the State of Delaware, United States of America)

**GE Capital Australia Funding Pty. Ltd.**

(A.B.N. 67085675467)

(Incorporated with limited liability under the laws of Australia and registered in Victoria)

**GE Capital Canada Funding Company**

(Incorporated under the laws of Nova Scotia, Canada)

**GE Capital European Funding**

(Incorporated with unlimited liability under the Companies Acts, 1963-2006 of Ireland)

**GE Capital UK Funding**

(Incorporated with unlimited liability under the Companies Acts, 1963-2006 of Ireland)

## Euro Medium-Term Notes and Other Debt Securities Due from 9 Months or More from Date of Issue

General Electric Capital Corporation ("**GE Capital**"), GE Capital Australia Funding Pty. Ltd. ("**GEC Australia Funding**"), GE Capital Canada Funding Company ("**GEC Canada Funding**"), GE Capital European Funding and GE Capital UK Funding (together with GE Capital European Funding, the "**Irish Issuers**" and each an "**Irish Issuer**") (GE Capital, GEC Australia Funding, GEC Canada Funding and the Irish Issuers, with each affiliate of GE Capital that is designated in the future as an additional issuer, each an "**Issuer**" and, collectively, the "**Issuers**") may offer at various times Euro Medium-Term Notes and Other Debt Securities (together, the "**Notes**") under this Euro Medium Term Note Programme (the "**Programme**"). Notes issued by an Issuer other than GE Capital will be unconditionally and irrevocably guaranteed by GE Capital (in such capacity, the "**Guarantor**") on either a senior or subordinated basis. Each Issuer will offer Notes in series and tranches as described in this Prospectus and in any currency, subject to any applicable laws and regulations. The Issuers have also prepared a registration document (the "**Registration Document**") for use in connection with the issue of Notes under the Programme. Notes issuable under the Programme by way of the Registration Document shall be documented in a securities note (the "**Securities Note**"). The Registration Document and any Securities Note prepared in connection therewith do not form part of this Prospectus.

In relation to each separate issue of Notes issued under this Euro Medium Term Note Programme (the "**Programme**"), the price and amount of such Notes will be determined by the relevant Issuer and the relevant Dealer at the time of the issue in accordance with prevailing market conditions.

Application has been made to the Financial Services Authority in its capacity as competent authority under Part VI of the Financial Services and Markets Act 2000 (the "**FSMA**") (the "**UK Listing Authority**") for this Prospectus to be approved for use in connection with Notes issued by means of this Prospectus under this Programme during the period of twelve months from the date hereof to be admitted to the official list maintained by the UK Listing Authority (the "**Official List of the UK Listing Authority**") and to the London Stock Exchange plc (the "**London Stock Exchange**") for such Notes to be admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market. References in this Prospectus to Notes being "listed" (and all related references) shall mean that such Notes have been admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market and have been admitted to the Official List. The London Stock Exchange's Gilt Edged and Fixed Interest Market is a regulated market for the purposes of Directive 93/22/EC (the "**Investment Services Directive**"). Notes may also be listed by the Singapore Exchange Securities Trading Limited (the "**Singapore Stock Exchange**") or listed on, or admitted to trading on or by, such other stock exchange(s), competent authority(ies) and/or market(s), in each case as specified in the applicable Final Terms (as defined herein). Notice of the aggregate nominal amount of Notes, interest (if any) payable in respect of Notes, the issue price of Notes and any other terms and conditions not contained herein which are applicable to each Tranche (as defined herein) of Notes, together with certain other information required by Directive 2003/71/EC (the "**Prospectus Directive**") will be set forth in the applicable final terms (the "**Final Terms**") which, with respect to Notes to be admitted to the Official List of the UK Listing Authority and admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market, will be delivered to the UK Listing Authority and the London Stock Exchange on or before the date of issue of such Notes.

Copies of each Final Terms will be available from the specified office of the Principal Paying Agent.

The Singapore Stock Exchange assumes no responsibility for the correctness of any of the statements made or opinions or reports contained in this Prospectus. Admission of the Notes to the official list of the Singapore Stock Exchange is not to be taken as an indication of the merits of any applicable Issuer, the Guarantor or the Notes of any Series so admitted.

Notes issued by any of the Irish Issuers having a maturity of less than one year constitute commercial paper for the purposes of, and are issued in accordance with, an exemption granted by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland under section 8(2) of the Central Bank Act, 1971 of Ireland, as inserted by section 31 of the Central Bank Act, 1989 of Ireland, as amended by section 70(d) of the Central Bank Act, 1997 of Ireland. An investment in Notes issued by an Irish Issuer with a maturity of less than one year will not have the status of a bank deposit and is not within the scope of the Deposit Protection Scheme operated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland. The Irish Issuers are not and will not be regulated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland by virtue of the issue of Notes under the Programme.

The Notes have not been and will not be registered under the U.S. Securities Act of 1933, as amended (the "**Securities Act**"), and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act.

**See "Risk Factors" on page 7 for a discussion of certain risks that should be considered in connection with an investment in the Notes.**

The Programme has been rated by Moody's Investors Service Limited ("**Moody's**") and Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies Inc. ("**S&P**"). The Notes of each Tranche issued under the Programme may be rated or unrated. Where Notes of a Tranche are rated, such rating(s) will not necessarily be the same as the rating(s) assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or withdrawal at any time by the assigning rating agency.

Senior Notes issued under the Programme are, unless otherwise specified in the applicable Final Terms, expected to be rated Aaa by Moody's and AAA/A-1+ by S&P.

Notes issued under this Programme may be offered on a continuing basis by the Issuers through the Dealers named below. The Dealers have agreed to use their best efforts to solicit offers to purchase any Notes issued from time to time. Each Issuer may also sell Notes to any Dealer acting as principal for resale to investors or other purchasers. Each Issuer also reserves the right to sell Notes directly to or through additional dealers and to investors on its own behalf, subject in each case to all applicable laws and regulations.

**Barclays Capital**  
**GE Money Bank**  
**Merrill Lynch International**

**Credit Suisse**  
**Goldman Sachs International**  
**UBS Investment Bank**

## IMPORTANT NOTICE

This Prospectus comprises a base prospectus (a "**Base Prospectus**") for the purposes of Article 5.4 of the Prospectus Directive. With respect to GE Capital the information contained within the whole of this Prospectus constitutes GE Capital's Base Prospectus. The Base Prospectus in respect of each issuer other than GE Capital (each a "**Subsidiary Issuer**") includes all information contained within this Prospectus except for any information relating to any other Subsidiary Issuer. This Prospectus has been approved by the UK Listing Authority as a Base Prospectus for the purposes of Article 5 of the Prospectus Directive and Part VI of the FSMA. This Base Prospectus is not a prospectus for purposes of Section 12(a)(2) or any other provision of or rule under the Securities Act.

All information contained or incorporated by reference herein which relates to or refers to General Electric Company, the ultimate parent company of each of the Issuers, has been extracted from reports and other information filed with the United States Securities and Exchange Commission (the "**Commission**" or the "**SEC**"). GE Capital confirms that all such information has been accurately reproduced and that, so far as GE Capital is aware, and is able to ascertain from information published by General Electric Company, no facts have been omitted which would render such information inaccurate or misleading in any material respect.

Each Issuer (and in the case of Notes issued by a Subsidiary Issuer, the Guarantor) (each, a "**Responsible Person**" and together, the "**Responsible Persons**") accepts responsibility for the information contained in its Base Prospectus as described above, and the information contained in any applicable Final Terms. To the best of the knowledge and belief of each such Responsible Person (each having taken all reasonable care to ensure that such is the case) the information contained in its Base Prospectus is (and with respect to any Final Terms, will be) in accordance with the facts and does not (and with respect to any Final Terms, will not) contain any omission likely to affect the import of such information.

The information regarding ratings on page B5 has been extracted from the websites of Moody's and S&P, as applicable. Each Responsible Person confirms that such information has been accurately reproduced and that, so far as each such Responsible Person is aware, and are able to ascertain from information published by Moody's and S&P, no facts have been omitted which would render the reproduced inaccurate or misleading.

None of the Dealers has separately verified the information contained herein. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility is accepted by the Dealers as to the accuracy or completeness of the information contained in this Prospectus or any other information provided by the Issuers and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor in connection with the Notes. No Dealer accepts liability in relation to the information contained in this Prospectus or any other information provided by the Issuers and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor in connection with the Notes.

No person has been authorized by the Issuer (or in the case of Notes issued by an Issuer other than GE Capital, the Guarantor) to give any information or to make any representation not contained or incorporated by reference in or not consistent with this Prospectus, any Final Terms or any financial statements or further information supplied pursuant to the Notes and, if given or made, such information or representation should not be relied upon as having been authorized by the Issuer, the Guarantor (in the case of Notes issued by an Issuer other than GE Capital) or any Dealer.

Neither this Prospectus nor any other information supplied in connection with the Notes is intended to provide the basis of any credit or any other evaluation and should not be considered as a recommendation by the Issuers, the Guarantor or any of the Dealers that any recipient of this Prospectus or any other information supplied in connection with such Notes should purchase any of the Notes. Each investor contemplating purchasing any of the Notes should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuers and the Guarantor. Neither this Prospectus nor any other information supplied in connection with any Series of Notes constitutes an offer or invitation by or on behalf of the Issuers, the Guarantor or any of the Dealers to any person to purchase any Notes other than the Notes described in the relevant Final Terms relating thereto.

The delivery of this Prospectus does not at any time imply that the information contained herein concerning the Issuers or the Guarantor is correct at any time subsequent to the date hereof or that any other information supplied in connection with any Series of Notes is correct as of any time subsequent to the date indicated in the document containing the same. None of the Dealers undertakes to review the financial condition or affairs of the Issuers or the Guarantor and their affiliates during the life of the Programme. Investors should review, *inter alia*, the most recent financial statements of GE Capital when deciding whether or not purchase any of the Notes.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "**Documents Incorporated by Reference**"). This Prospectus shall, save as specified herein, be read and construed on the basis that such documents are so incorporated and form part of this Prospectus.

The distribution of this Prospectus and the offer or sale of Notes may be restricted by law in certain jurisdictions. None of the Issuers, the Guarantor or the Dealers represents that this document may be lawfully distributed, or that any Notes may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by any Issuer, the Guarantor or any Dealer which would permit a public offering of any Notes outside the European Economic Area or distribution of this document in any jurisdiction where action for that purpose is required. Accordingly, no Notes may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances

that will result in compliance with any applicable laws and regulations and the Dealers have represented that all offers and sales by them will be made on the same terms. Persons into whose possession this Prospectus or any Notes come must inform themselves about, and observe, any such restrictions. In particular, there are restrictions on the distribution of this Prospectus and the offer or sale of Notes in the United States, the European Economic Area and certain other jurisdictions. See "**Plan of Distribution**" below.

**In connection with the issue of any Tranche of Notes, the Dealer or Dealers (if any) named as the Stabilising Manager(s) (or persons acting on behalf of any Stabilising Manager(s)) in the applicable Final Terms may over-allot Notes (provided that, in the case of any Tranche of Notes to be admitted to trading on the London Stock Exchange, the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the relevant Tranche) or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilising Manager(s) (or persons acting on behalf of a Stabilising Manager) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Notes is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Notes and 60 days after the date of the allotment of the relevant Tranche of Notes.**

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## SUMMARY

*This summary must be read as an introduction to this Prospectus and any decision to invest in the Notes should be based on a consideration of the Prospectus as a whole, including the documents incorporated by reference. Following the implementation of the relevant provisions of the Prospectus Directive in each Member State of the European Economic Area, no civil liability will attach to the Responsible Persons in any such Member State solely on the basis of this summary, including any translation thereof, unless it is misleading, inaccurate or inconsistent when read together with the other parts of this Prospectus. Where a claim relating to the information contained in this Prospectus is brought before a court in a Member State of the European Economic Area, the plaintiff may, under the national legislation of the Member State where the claim is brought, be required to bear the costs of translating the Prospectus before the legal proceedings are initiated. Words and expressions defined under "Description of the Notes" below shall have the same meanings in this summary.*

<b>Issuers:</b>	<p>General Electric Capital Corporation ("<b>GE Capital</b>"), a corporation incorporated in the state of Delaware U.S.A.. GE Capital offers diversified financing and services primarily in North America, Europe and Asia. GE Capital operates in four operating segments of General Electric Company: GE Commercial Finance, GE Money, GE Industrial and GE Infrastructure.</p> <p>GE Capital Australia Funding Pty. Ltd. ("<b>GEC Australia Funding</b>"), incorporated in the state of Victoria, Australia. GEC Australia Funding is a financing subsidiary of GE Capital for Australia and New Zealand.</p> <p>GE Capital Canada Funding Company ("<b>GEC Canada Funding</b>"), an unlimited liability company incorporated under the laws of the Province of Nova Scotia, Canada. GEC Canada Funding is engaged in obtaining financing in public markets to fund the operations of affiliated companies in Canada.</p> <p>GE Capital European Funding and GE Capital UK Funding, public unlimited companies incorporated in Ireland under the Companies Acts, 1963 to 2005. GE Capital European Funding and GE Capital UK Funding provide financial service activities, including obtaining financing in the capital markets for the purposes of funding the operations of affiliated companies.</p>
<b>Guarantor:</b>	Notes issued by an Issuer other than GE Capital will be unconditionally and irrevocably guaranteed by GE Capital.
<b>Dealers:</b>	<p>Barclays Bank PLC</p> <p>Credit Suisse Securities (Europe) Limited</p> <p>GE Money Bank</p> <p>Goldman Sachs International</p> <p>Merrill Lynch International</p> <p>UBS Limited</p> <p>Notes may also be issued to other dealers and to third parties other than dealers.</p>
<b>Fiscal Agent and Principal Paying Agent:</b>	JPMorgan Chase Bank, N.A.
<b>Distribution:</b>	Notes may be distributed outside the United States to persons other than U.S. persons (as such terms are defined in Regulation S under the Securities Act) by way of private or public placement, in each case on a syndicated or non-syndicated basis, subject to the selling restrictions described under " <b>Plan of Distribution</b> ".
<b>Specified Currencies:</b>	Subject to any applicable legal or regulatory restrictions, such currencies as may be agreed between the Company and the relevant Dealer(s) (as indicated in the applicable Final Terms).
<b>Issue Price:</b>	Notes may be issued at an issue price which is equal to, less than or more than their principal amount.

**Form of Notes:**

Notes will generally be issued in bearer form although Notes may also be issued in registered form as specified in the applicable Final Terms.

Each Bearer Note will be represented initially by a temporary global Note, without interest coupons, to be deposited with either a Common Safekeeper (if the temporary global Note is intended to be issued in NGN form) or a Common Depositary (if the temporary global Note is not intended to be issued in NGN form) for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the purchaser thereof. The interests of the beneficial owner or owners in a temporary global Note will be exchangeable after the Exchange Date for an interest in a permanent global Note to be held by either a Common Safekeeper (if the permanent global Note is intended to be issued in NGN form) or a Common Depositary (if the permanent global Note is not intended to be issued in NGN form) for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the beneficial owner thereof, or for definitive Bearer Notes or (if so provided in the applicable Final Terms) for definitive Registered Notes; provided, however, that such exchange will be made only upon receipt of ownership certificates. Global Notes will only be issued in NGN form with respect to a Series of euro denominated Notes issued by GE Capital and/or either of the Irish Issuers (if so specified in the applicable Final Terms), and for the avoidance of doubt, GE Capital Australia Funding and GEC Canada Funding will not issue Notes in NGN form.

If specified in the applicable Final Terms, Registered Notes may be issued by the relevant Issuer. Each Final Terms relating to a Tranche of Registered Notes will describe whether such Tranche will be issued in permanent global or definitive registered form and any other provisions relating thereto.

**Fixed Rate Notes:**

The relevant Issuer will pay interest on Fixed Rate Notes on the dates specified in the applicable Final Terms. Fixed interest on Notes will be calculated on the basis of such Fixed Day Count Fraction (as defined under "**Description of the Notes – Interest and Interest Rates**") as may be set forth in the applicable Final Terms.

**Floating Rate Notes:**

The relevant Issuer will pay interest on Floating Rate Notes on the dates specified in the applicable Final Terms. Each Series of Floating Rate Notes will have one or more interest rate bases as indicated in the applicable Final Terms. Interest on Floating Rate Notes will be calculated on the basis of such Floating Day Count Fraction (as defined under "**Description of the Notes – Interest and Interest Rates**") as may be set forth in the applicable Final Terms.

**Interest Period(s) or Interest Payment Date(s) for Floating Rate Notes:**

Such period(s) or date(s) as may be indicated in the applicable Final Terms.

**Indexed Notes:**

Notes may be issued with the principal amount payable at maturity, or interest to be paid thereon, or both, to be determined with reference to the price or prices of specified commodities or stocks, indices, formulae or other assets or bases of reference as may be specified in such Note and the applicable Final Terms. A supplementary Prospectus or a separate Prospectus comprising the Registration Document, relevant Securities Note and a summary document (as the case may be) will be used for the documentation of an issuance of Indexed Notes.

**Extendible Notes:**

Notes may be issued with an Initial Maturity Date which may be extended from time to time upon the election of the holders on specified Election Date(s).

**Dual Currency Notes:**

Notes may be issued under which the relevant Issuer is permitted under certain circumstances to pay principal, premium, if any, and/or interest, in more than one currency or composite currency. The terms of any Dual Currency Notes

will be as set forth in the applicable Final Terms related to any such Notes.

**Amortizing Notes:**

Amortizing Notes are Fixed Rate Notes for which payments combining principal and interest are made in instalments over the life of the Note. Payments with respect to Amortizing Notes will be applied first to interest due and payable thereon and then to the reduction of the unpaid principal amount thereof. The terms of any Amortizing Notes, including the Amortization Schedule, will be as set forth in the applicable Final Terms related to any such Notes.

**Original Issue Discount Notes:**

Notes may be issued at more than a *de minimis* discount from the principal amount payable at maturity. Certain additional considerations relating to Original Issue Discount Notes may be described in the applicable Final Terms relating thereto.

**Redemption:**

The Final Terms relating to each Tranche of Notes will indicate either that the Notes of that Series cannot be redeemed prior to its stated maturity, or that such Notes will be redeemable for taxation reasons or at the option of the relevant Issuer and/or the Noteholders upon giving not more than 60 nor less than 30 days irrevocable notice to the Noteholders or the relevant Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such other terms as are indicated in the applicable Final Terms; provided however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on redemption as described in "**Description of the Notes—Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption**".

**Denomination of Notes:**

Notes issued by an Irish Issuer will be subject to a minimum denomination of €1,000 (or the equivalent in another Specified Currency). In respect of Notes issued by an Issuer other than an Irish Issuer, such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms, subject to such minimum denominations as may be allowed or required from time to time by any relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

**Taxation:**

All payments with respect to the Notes will be made without withholding or deduction for or on account of any taxes or other charges imposed by any governmental authority or agency in the jurisdiction of the relevant Issuer or, if applicable, the Guarantor, except as provided in "**Description of the Notes—Payment of Additional Amounts**".

**Status of the Notes:**

Each Note will be unsecured and will be either a senior or a subordinated debt obligation of the relevant Issuer. Notes which are senior debt obligations will rank equally in right of payment with all other unsecured and unsubordinated obligations of the relevant Issuer. Notes which are subordinated debt obligations will rank junior in right of payment to all senior indebtedness as specified in the applicable Final Terms, which will set forth the precise terms of such subordination.

**Status of the Guarantee:**

Guarantees may be issued on either a senior or subordinated basis. Guarantees issued on a senior basis will rank equally in right of payment with all other unsecured and unsubordinated obligations of GE Capital. Guarantees issued on a subordinated basis will rank junior in right of payment to all senior indebtedness of GE Capital as specified in the applicable Final Terms, which will set forth the precise terms of such subordination.

**Rating:**

The Notes of each Tranche issued under the Programme may be rated or unrated. Where the Notes of a Tranche are rated, such rating (i) will be set out in the Final Terms and (ii) will not necessarily be the same as the rating(s) assigned to the Programme. A security rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, reduction or



withdrawal at any time by the assigning rating agency.

**Listing and admission to trading:**

Each Series of Notes may be admitted to the Official List and admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market and/or listed or admitted to trading on or by such other or additional stock exchange(s), competent authority(ies) and/or market(s) or may be unlisted, in each case as specified in the applicable Final Terms.

**Governing Law:**

New York Law.

**Selling Restrictions:**

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. In addition, Notes issued in bearer form are subject to U.S. tax law requirements. For a description of certain restrictions on offers, sales and deliveries of Notes in the United States, the European Economic Area, Australia, Canada and certain other jurisdictions see "**Description of the Notes—Plan of Distribution**".

**Risk Factors:**

There are certain factors that may affect the ability of the relevant Issuer and the Guarantor to fulfill their respective obligations under Notes issued under the Programme. Such factors include liquidity, credit and event risks. In addition, there are certain factors which are material for the purpose of assessing the market risks associated with the Notes issued under the Programme, including the structure of a particular issue of Notes and risks related to the market generally see "**Risk Factors**".

## SUPPLEMENTARY PROSPECTUSES

For so long as any Notes remain outstanding, each Issuer will, in the event of any significant new factor, material mistake or inaccuracy relating to the information included in this Prospectus which is capable of affecting an Investor's assessment of Notes issued under this Programme pursuant to this Prospectus or any material adverse change in the business or financial condition of any such Issuer (or in the case of Notes issued by an Issuer other than GE Capital, the Guarantor) or material change in the terms and conditions of the Notes (as set out below under "**Description of Notes**") or the Programme, in each case that is not reflected in this Prospectus, prepare a supplement to this Prospectus or publish a new Prospectus for use in connection with any issue of Notes. If the terms of the supplement modify or amend this Prospectus in such a manner as to make this Prospectus, as so supplemented, inaccurate or misleading, a new Prospectus will be prepared.

## AVAILABLE INFORMATION

GE Capital is subject to the informational reporting requirements of the United States Securities Exchange Act of 1934, as amended (the "**Exchange Act**") and in accordance therewith files reports and other information with the Commission. Such reports and other information can be viewed, and copies can be obtained at, the Public Reference Room of the Commission at 100 F Street, N.E., Room 1580, Washington, D.C. 20549, U.S.A. at prescribed rates. The Commission maintains a Web site at <http://www.sec.gov> containing reports, proxy and information statements and other information regarding registrants that file electronically with the Commission, including GE Capital. Reports and other information concerning GE Capital (including those documents incorporated by reference herein (see "**Documents Incorporated by Reference**")) can also be inspected at the offices of the New York Stock Exchange, 20 Broad Street, New York, New York 10005, U.S.A., on which certain of GE Capital's securities are listed, or on the internet at [www.ge.com/en/company/investor/secfilings.htm](http://www.ge.com/en/company/investor/secfilings.htm). Copies are also available, without charge, from GE Corporate Investor Communications, 3135 Easton Turnpike, Fairfield, CT06828-0001, U.S.A. For the avoidance of doubt, the information referred to in this paragraph (other than those documents incorporated by reference herein (see "**Documents Incorporated by Reference**")) is not incorporated by reference into, and does not form part of, this Prospectus.

## DOCUMENTS INCORPORATED BY REFERENCE

The Annual Report on Form 10-K of GE Capital for the fiscal year ended December 31, 2006 filed with the Commission on February 27, 2007 ("**Form 10-K**") (excluding the documents listed as Exhibits in Part IV, Item 15, on pages 76-79 of such Form 10-K), which has previously been published and filed with the Commission and which has been filed with the Financial Services Authority, shall be deemed to be incorporated in, and to form part of, this Prospectus.

Unless otherwise specified in any supplement to this Prospectus, any document incorporated by reference herein excludes exhibits or other any documents incorporated by reference into such document.

Any statement contained in a document, all or a portion of which is deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for the purposes of this Prospectus to the extent that a statement contained herein modifies or supersedes such statement (whether expressly, by implication or otherwise). Any statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Prospectus.

The following documents, which documents may be produced or issued from time to time after the date hereof, shall be deemed to be incorporated in, and to form part of, this Prospectus, upon publication (although all such documents will not form part of this base prospectus for the purposes of Article 5.4 of the Prospectus Directive):

- (a) the most recent annual report on Form 10-K of GE Capital filed with the Commission; and
- (b) any other reports filed by GE Capital with the Commission pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, and the rules and regulations thereunder subsequent to the date of the financial statements included in the annual report on Form 10-K referred to in sub-paragraph (a) above including, without limitation, any quarterly report on Form 10-Q;

provided, however, that GE Capital is not incorporating by reference herein any information furnished to the Commission under either Item 2.02 or Item 7.01 of any Current Report on Form 8-K.

This Prospectus should be read and construed with any amendment or supplement hereto and with any other document incorporated by reference herein and, in relation to any Series should be read and construed together with the relevant Final Terms.

Each Issuer hereby undertakes to provide free of charge to each person, including any beneficial owner of a Note, to whom a copy of this Prospectus has been delivered, on the written or oral request of such person, a copy of any or all of the documents referred to above which have been incorporated by reference herein. All such documents incorporated by reference in this Prospectus may be obtained free of charge. Such requests should be directed to the principal office of the Principal Paying Agent, JPMorgan Chase Bank, N.A., c/o The Bank of New York, at One Canada Square, London E14 5AL, United Kingdom. Such documents will also be available for inspection at such offices of the Principal Paying Agent.

## RISK FACTORS

EACH OF THE ISSUERS AND THE GUARANTOR BELIEVE THAT THE FOLLOWING FACTORS MAY AFFECT ITS ABILITY TO FULFILL ITS OBLIGATIONS UNDER NOTES ISSUED UNDER THE PROGRAMME. ALL OF THESE FACTORS ARE CONTINGENCIES WHICH MAY OR MAY NOT OCCUR AND NEITHER THE ISSUER NOR THE GUARANTOR IS IN A POSITION TO EXPRESS A VIEW ON THE LIKELIHOOD OF ANY SUCH CONTINGENCY OCCURRING. IN ADDITION, FACTORS WHICH ARE MATERIAL FOR THE PURPOSE OF ASSESSING THE MARKET RISKS ASSOCIATED WITH NOTES ISSUED UNDER THE PROGRAMME ARE ALSO DESCRIBED BELOW.

EACH OF THE ISSUERS AND THE GUARANTOR BELIEVE THAT THE FACTORS DESCRIBED BELOW REPRESENT THE PRINCIPAL RISKS INHERENT IN INVESTING IN NOTES ISSUED UNDER THE PROGRAMME, BUT THE INABILITY OF THE ISSUERS OR THE GUARANTOR TO PAY INTEREST, PRINCIPAL OR OTHER AMOUNTS ON OR IN CONNECTION WITH ANY NOTES MAY OCCUR FOR OTHER REASONS AND NONE OF THE ISSUERS NOR THE GUARANTOR REPRESENTS THAT THE STATEMENTS BELOW REGARDING THE RISKS OF HOLDING ANY NOTES ARE EXHAUSTIVE. PROSPECTIVE INVESTORS SHOULD ALSO READ THE DETAILED INFORMATION SET OUT ELSEWHERE IN THIS PROSPECTUS OR INCORPORATED BY REFERENCE HEREIN AND REACH THEIR OWN VIEWS PRIOR TO MAKING ANY INVESTMENT DECISION TO INVEST IN NOTES ISSUED BY ANY ISSUER.

PROSPECTIVE INVESTORS SHOULD CONSULT THEIR OWN FINANCIAL AND LEGAL ADVISORS AS TO THE RISKS ENTAILED BY AN INVESTMENT IN ANY NOTES. NOTES ISSUED UNDER THIS PROGRAMME MAY NOT BE AN APPROPRIATE INVESTMENT FOR INVESTORS WHO ARE UNSOPHISTICATED.

**Factors that may affect the ability of the relevant Issuer and the Guarantor to fulfill their respective obligations under the Notes issued under the Programme:**

### **Risks Relating to GE Capital's Business\***

#### *Global Risk Management*

A disciplined approach to risks is important in a diversified organization such as GE Capital's in order to ensure that it is executing according to its strategic objectives and that GE Capital only accepts risks for which it is adequately compensated. It is necessary for GE Capital and the other Issuers to manage risk at the individual transaction level, and to consider aggregate risk at the customer, industry, geography and collateral-type levels, where appropriate.

GE Capital's Board of Directors oversees the risk management process as it affects GE Capital, including the approval of all significant acquisitions and dispositions and the establishment of borrowing and investment approval limits delegated to the Investment Committee of the Board, the Chairman, the Chief Financial Officer and the Chief Risk Officer. All participants in the risk management process must comply with these approval limits.

The Chief Risk Officer is responsible, through the Corporate Risk Function, for establishing standards for the measurement, reporting and limiting of risk; for managing and evaluating risk managers; for approving risk management policies and for reviewing major risk exposures and concentrations across the organization. GE Capital's Corporate Risk Function analyzes certain business risks and assesses them in relation to aggregate risk appetite and approval limits set by GE Capital's Board of Directors.

Threshold responsibility for identifying, quantifying and mitigating risks is assigned to GE Capital's individual businesses including the Issuers other than GE Capital. Because the risks and their interdependencies are complex, GE Capital applies a Six Sigma-based analytical approach to each major product line that monitors performance against external benchmarks, proactively manages changing circumstances, provides early warning detection of risk and facilitates communication to all levels of authority. Other corporate functions such as Financial Planning and Analysis, Treasury, Legal and GE Capital's Corporate Audit Staff support business-level risk management. Businesses and subsidiaries that, for example, hedge risk with derivative financial instruments must do so using GE Capital's centrally-managed Treasury function, providing assurance that the business strategy complies with GE Capital's corporate policies and achieves economies of scale. GE Capital reviews risks periodically with business-level risk managers, senior management and its Board of Directors.

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\* "GE Capital" means GE Capital and its consolidated subsidiaries.

GE Capital and its subsidiaries employ about 18,000 dedicated risk professionals, including 11,400 involved in collection activities and 680 specialized asset managers who evaluate leased asset residuals and remarket off-lease equipment.

GE Capital and its subsidiaries manage a variety of risks including liquidity, credit, market and event risks.

Liquidity risk is the risk of being unable to accommodate liability maturities, fund asset growth and meet contractual obligations through access to funding at reasonable market rates.

Credit risk is the risk of financial loss arising from a customer or counterparty's failure to meet its contractual obligations. GE Capital and the other Issuers face credit risk in its lending and leasing activities and derivative financial instruments activities.

Market risk is the potential loss in value of investment and other asset and liability portfolios, including financial instruments, caused by changes in market variables, such as interest and currency exchange rates and equity and commodity prices. GE Capital and the other Issuers are exposed to market risk in the normal course of their business operations as a result of their ongoing investing and funding activities. GE Capital and the other Issuers attempt to mitigate the risks to their various portfolios arising from changes in interest and currency exchange rates in a variety of ways that often include offsetting positions in local currencies or use of derivatives. See "*Derivatives and Hedging*" below.

Event risk is that body of risk beyond liquidity, credit and market risk. Event risk includes the possibility of adverse occurrences both within and beyond GE Capital's control. Examples of event risk include natural disasters, availability of necessary materials, guarantees of product performance and business interruption. This type of risk is often insurable, and success in managing this risk is ultimately determined by the balance between the level of risk retained or assumed and the cost of transferring the risk to others. The decision as to the appropriate level of event risk to retain or cede is evaluated in the framework of business decisions.

#### *Derivatives and Hedging*

Exchange rate and interest rate risks are managed with a variety of straightforward techniques, including match funding and selective use of derivatives. GE Capital and the other Issuers use derivatives to mitigate or eliminate certain financial and market risks because it conducts business in diverse markets around the world and local funding is not always efficient. In addition, GE Capital and the other Issuers use derivatives to adjust the debt it is issuing to match the fixed or floating nature of the assets it is acquiring. GE Capital and the other Issuers apply strict policies to manage each of these risks, including prohibitions on derivatives trading, derivatives market-making or other speculative activities.

#### *Regulations and Competition*

GE Capital's activities are subject to a variety of U.S. Federal and State regulations including, at the Federal level, the Consumer Credit Protection Act, the Equal Credit Opportunity Act and certain regulations issued by the Federal Trade Commission. A majority of states have ceilings on rates chargeable to customers on retail time sales transactions, installment loans and revolving credit financing. GE Capital's insurance operations are regulated by various state insurance commissions and non-U.S. regulatory authorities. GE Capital is a unitary diversified savings and loan holding company by virtue of owning a federal savings bank in the U.S.; as such, it is subject to holding company supervision by the Office of Thrift Supervision, which is also its consolidated supervisor under the EU Financial Conglomerates Directive. GE Capital's global operations are subject to regulation in their respective jurisdictions. To date, compliance with such regulations has not had a material adverse effect on GE Capital's financial position or results of operations.

The businesses in which GE Capital and the other Issuers engage are highly competitive. GE Capital and the other Issuers are subject to competition from various types of financial institutions, including banks, thrifts, investment banks, broker-dealers, credit unions, leasing companies, consumer loan companies, independent finance companies, finance companies associated with manufacturers and insurance and reinsurance companies.

#### *Business and Economic Conditions*

GE Capital's businesses are generally affected by general business and economic conditions in countries in which it conducts business. When overall economic conditions deteriorate in those countries, there generally are adverse effects on its operations, although those effects are dynamic and complex. For example, a downturn in employment or economic growth in a particular national or regional economy will generally increase the pressure on customers, which generally will result in deterioration of repayment patterns and a reduction in the value of collateral. However, in such a downturn, demand for loans and other products and services GE Capital offer may actually increase. Interest rates, another macro-economic factor, are important to GE Capital's businesses. In the lending and leasing businesses, higher real interest rates increase GE Capital's cost to borrow

funds, but also provide higher levels of return on new investments. For GE Capital's operations, such as the insurance operations, that are linked less directly to interest rates, rate changes generally affect returns on investment portfolios.

#### *Litigation Risk*

Since January 2005, the U.S. Securities and Exchange Commission (SEC) staff has been conducting an investigation of the use of hedge accounting for derivatives by GE and GECC. In August 2005, the SEC staff advised GE that the SEC had issued a formal order of investigation in this matter. The SEC staff has continued to subpoena documents and take testimony in this matter. GE and GECC continue to cooperate fully with its investigation.

In the course of the SEC investigation, the SEC Enforcement staff raised certain concerns about the accounting for the use of interest rate swaps to fix certain otherwise variable interest costs in a portion of GECC's commercial paper program. The SEC Enforcement staff referred such concerns to the Office of Chief Accountant (OCA). GECC and its auditors determined that its accounting for the commercial paper hedging program satisfied the requirements of Statement of Financial Accounting Standards (SFAS) 133, *Accounting for Derivative Instruments and Hedging Activities*, as amended, and conveyed its views to the staff of OCA. Following their discussions, however, OCA communicated its view to GECC that GECC's commercial paper hedging program as structured did not meet the SFAS 133 specificity requirement. Accordingly, GECC restated its previously reported financial results to eliminate hedge accounting for the interest rate swaps entered into as part of its commercial paper hedging program from January 1, 2001.

In August 2006, the New Jersey Department of Environmental Protections (DEP) issued an Administrative Order seeking a penalty of \$142,000 for violations of the Clean Air Act at GECC's Linden, New Jersey facility. The DEP has alleged that emissions from the facility exceeded thresholds established in the site's permit. GECC has requested a hearing to contest the fine, and DEP has offered to settle the matter for 50% of the proposed penalty. GECC is continuing to discuss the matter with the state of New Jersey.

For further information about governmental, legal or arbitration proceedings affecting GE Capital, see "**General Information - Litigation.**"

#### **Factors which are material for the purpose of assessing the market risks associated with Notes issued under the Programme:**

##### **Notes issued under the Programme may not be a suitable investment for all investors.**

Each potential investor in Notes must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Notes, the merits and risks of investing in such Notes and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Notes and the impact such Notes will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Notes, including Notes with principal or interest payable in one or more Specified Currencies, or where the Specified Currency for principal or interest payments is different from the potential investor's usual currency for holding investments;
- (iv) understand thoroughly the terms of the relevant Notes and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment in the relevant Notes and its ability to bear the applicable risks.

Some Notes are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured, appropriate addition of risk to their overall portfolios. A potential investor should not invest in Notes which are complex financial instruments unless it has the expertise (either alone or with a financial adviser) to evaluate how the relevant Notes will perform under changing conditions, the resulting effects on the value of such Notes and the impact such investment will have on the potential investor's overall investment portfolio.

## **Risks related to the structure of a particular issue of Notes**

A wide range of Notes may be issued under the Programme. Certain Notes may have features which contain particular risks for potential investors. Set out below is a description of the most common such features:

### *Notes subject to optional redemption by the relevant Issuer*

An optional redemption feature of Notes is likely to limit their market value. During any period when the relevant Issuer may elect to redeem Notes, the market value of such Notes generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The relevant Issuer may be expected to redeem Notes when its cost of borrowing is lower than the interest rate on the Notes. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Notes being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

### *Indexed Notes*

An investment in Indexed Notes entails significant risks that are not associated with similar investments in a conventional fixed-rate debt security. If the interest rate of a Note is indexed, it may result in an interest rate that is less than that payable on a conventional fixed-rate debt security issued by the relevant Issuer at the same time, including the possibility that no interest will be paid, and, if the principal amount of a Note is indexed, the principal amount payable at maturity may be less than the original purchase price of such Indexed Note, including the possibility that no principal will be paid (but in no event shall the amount of interest or principal paid with respect to an Indexed Note be less than zero). The secondary market for Indexed Notes will be affected by a number of factors, independent of the creditworthiness of the relevant Issuer or, in the case of Notes issued by an Issuer other than GE Capital, the Guarantor, and the value of the applicable currency, commodity, interest rate or other index, including, but not limited to, the volatility of the applicable currency, commodity, interest rate or other index, the time remaining to the maturity of such Indexed Notes, the amount outstanding of such Indexed Notes and market interest rates. The value of the applicable currency, commodity, interest rate or other index depends on a number of interrelated factors, including economic, financial and political events, over which the relevant Issuer and the Guarantor have no control. Additionally, if the formula used to determine the principal amount or interest payable with respect to such Indexed Notes contains a multiple or leverage factor, the effect of any change in the applicable currency, commodity, interest rate or other index may be increased. The historical experience of the relevant currencies, commodities, interest rate or other indices should not be taken as an indication of future performance of such currencies, commodities, interest rate or other indices during the term of any Indexed Note. Accordingly, prospective investors should consult their own financial and legal advisors as to the risks entailed by an investment in Indexed Notes and the suitability of Indexed Notes in light of their particular circumstances.

### *Variable Rate Notes with a multiplier or other leverage factor*

Notes with variable interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.

### *Inverse Floating Rate Notes*

Inverse Floating Rate Notes have an interest rate equal to a fixed rate minus a rate based upon a reference rate such as LIBOR. The market values of such Notes typically are more volatile than market values of other conventional floating rate debt securities based on the same reference rate (and with otherwise comparable terms). Inverse Floating Rate Notes are more volatile because an increase in the reference rate not only decreases the interest rate of the Notes, but may also reflect an increase in prevailing interest rates, which further adversely affects the market value of these Notes.

### *Fixed/Floating Rate Notes*

Fixed/Floating Rate Notes may bear interest at a rate that the relevant Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The relevant Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Notes since the relevant Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the relevant Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Notes may be less favourable than then prevailing spreads on comparable Floating Rate Notes tied to the same reference rate. In addition, the new floating rate at any time may be lower than the rates on other Notes. If the relevant Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Notes.

### *Notes issued at a substantial discount*

The market values of securities issued at a substantial discount from their principal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining

term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

### ***Risks related to Notes generally***

Set out below is a brief description of certain risks relating to the Notes generally:

#### *Modification and waivers*

The "**Description of the Notes**" section of this Prospectus contains provisions for calling meetings of Noteholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Noteholders including Noteholders who did not attend and vote at the relevant meeting and Noteholders who voted in a manner contrary to the majority.

#### *Change of law*

The "**Description of the Notes**" section of this Prospectus is based on the laws of the State of New York in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to the laws of the State of New York, or administrative practice in the State of New York after the date of this Prospectus.

### ***Risks related to the market generally***

Set out below is a brief description of the principal market risks, including liquidity risk, exchange rate risk, interest rate risk and credit risk:

#### *The secondary market generally*

Notes may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Notes easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Notes that are especially sensitive to interest rate, currency or market risks, are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Notes generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of Notes.

#### *Exchange Rates and Exchange Controls*

**All Notes.** An investment in Notes that are denominated in, or the payment of which is to be or may be made in or related to the value of, a currency or composite currency other than the currency of the country in which the purchaser is a resident or the currency in which the purchaser conducts its business or activities (the "**home currency**") entails significant risks that are not associated with a similar investment in a security denominated in the home currency. Such risks include the possibility of significant changes in rates of exchange between the home currency and the various foreign currencies (or composite currencies) after the issuance of such Note and the possibility of the imposition or modification of foreign exchange controls by either the U.S. or foreign governments. Such risks generally depend on economic and political events over which each Issuer has no control. In recent years, rates of exchange between certain currencies have been highly volatile and such volatility may be expected to continue in the future. Fluctuations in any particular exchange rate that have occurred in the past are not necessarily indicative, however, of fluctuations in such rate that may occur during the term of any Note. Depreciation of the currency in which a Note is denominated against the relevant home currency would result in a decrease in the effective yield of such Note below its coupon rate and, in certain circumstances, could result in a loss to the investor on a home currency basis. In addition, depending on the specific terms of a currency linked Indexed Note, changes in exchange rates relating to any of the currencies involved may result in a decrease in the effective yield of such currency linked Indexed Note and, in certain circumstances, could result in a loss of all or a substantial portion of the principal of a currency linked Indexed Note to the investor.

Foreign exchange rates can either be fixed by sovereign governments or float. Exchange rates of most economically developed nations are permitted to fluctuate in value relative to the U.S. Dollar. National governments, however, rarely voluntarily allow their currencies to float freely in response to economic forces. Governments in fact use a variety of techniques, such as intervention by a country's central bank or imposition of regulatory controls or taxes, to affect the exchange rate of their currencies. Governments may also issue a new currency to replace an existing currency, or alter the exchange rate or relative exchange characteristics by devaluation or revaluation of a currency. Thus, a special risk in purchasing non-home currency denominated Notes or currency linked Indexed Notes is that their home currency-equivalent yields could be affected by governmental actions, which could change or interfere with theretofore freely determined currency valuation, fluctuations in



response to other market forces, and the movement of currencies across borders. There will be no adjustment or change in the terms of such Notes in the event that exchange rates should become fixed, or in the event of any devaluation or revaluation or imposition of exchange or other regulatory controls or taxes, or in the event of other developments affecting the U.S. Dollar or any applicable Specified Currency.

Governments have imposed from time to time, and may in the future impose, exchange controls which could affect exchange rates as well as the availability of a specified foreign currency at the time of payment of principal and of premium, if any, or interest, if any, on a Note. Even if there are no actual exchange controls, it is possible that the Specified Currency for any particular Note not denominated in U.S. Dollars would not be available at such Note's maturity. In that event, the relevant Issuer would make required payments in U.S. Dollars on the basis of the market exchange rate on the date of such payment, or if such rate of exchange is not then available, on the basis of the market exchange rate as of the most recent practicable date. See "**Special Provisions Relating to Foreign Currency Notes—Payments on Foreign Currency Notes.**"

#### *Interest rate risks*

Investment in Fixed Rate Notes involves the risk that subsequent changes in market interest rates may adversely affect the value of the Fixed Rate Notes.

#### *Credit Ratings*

The credit ratings assigned to the Programme may not reflect the potential impact of all risks related to structure and other factors on the value of an investor's Notes. In addition, actual or anticipated changes in the credit ratings of the Issuer will generally affect the market value of an investor's Notes.

#### *Legal investment considerations may restrict certain investments*

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) Notes are legal investments for it, (2) Notes can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Notes. Financial institutions should consult their legal advisors or the appropriate regulators to determine the appropriate treatment of Notes under any applicable risk-based capital or similar rules.

#### *Governing Law and Judgments*

Because the Fiscal Agency Agreement and Notes will be governed by and construed in accordance with the laws of the State of New York, if an action based on Foreign Currency Notes were commenced in a New York court, such court would render or enter a judgment or decree in the Specified Currency. Such judgment would then be converted into U.S. Dollars at the rate of exchange prevailing on the date of entry of the judgment or decree. In the event an action based on Foreign Currency Notes were commenced in a court in the United States outside New York, it is likely that the judgment currency would be U.S. Dollars, but the method of determining the applicable exchange rate may differ.

## DESCRIPTION OF GE CAPITAL

### General Information

General Electric Capital Corporation (“**GE Capital**” or the “**Guarantor**”) was incorporated in 1943 in the State of New York under the provisions of the New York Banking Law relating to investment companies, as successor to General Electric Contracts Corporation, which was formed in 1932. Until November 1987, the name of GE Capital was General Electric Credit Corporation. On July 2, 2001, GE Capital changed its state of incorporation to the State of Delaware under the Delaware General Corporation Law (Title 8), with authentication number 1221631. All outstanding common stock of GE Capital is owned by General Electric Capital Services, Inc. (“**GE Capital Services**”), formerly General Electric Financial Services, Inc., the common stock of which is in turn wholly-owned, directly or indirectly, by General Electric Company (“**GE Company**”).

GE Capital's principal offices are located at 901 Main Avenue, Norwalk, Connecticut, 06851-1187. GE Capital also maintains executive offices at 3135 Easton Turnpike, Fairfield, Connecticut 06828-0001

Pursuant to its Certificate of Incorporation, the corporate purpose of GE Capital is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware.

### Business Overview

GE Capital's services are offered primarily in North America, Europe and Asia. Financing and services offered by GE Capital are diversified, a significant change from the original business of GE Capital, which was, financing the distribution and sale of consumer and other GE Company products. Currently, GE Company manufactures few of the products financed by GE Capital.

GE Capital operates in four operating segments of GE Company: GE Commercial Finance, GE Money, GE Industrial and GE Infrastructure. These operations are subject to a variety of regulations in their respective jurisdictions.

At December 31, 2006, GE Capital employed approximately 81,000 persons.

### Subsidiaries

At December 31, 2006, GE Capital had approximately 6,700 subsidiaries. The principal subsidiaries of GE Capital are GE Capital Financial Holdings USA, Inc., GE Capital International Holdings Corporation and GE Capital Global Financial Holdings, Inc., each of which is a financial services holding company holding shares of financial services subsidiaries.

### Management

The Directors of GE Capital, their respective business addresses, their position in GE Capital or its affiliates and their principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Charles E. Alexander.....	30 Berkeley Square London W1J 6EW	President - GE Capital Europe
Jeffrey S. Bornstein .....	GE Commercial Finance 901 Main Avenue Norwalk, CT 06851	Chief Financial Officer
Kathryn A. Cassidy .....	GE Capital Corporation 201 High Ridge Road Stamford, CT 06927	Senior Vice President, Corporate Treasury and Global Funding Operation
James A. Colica.....	GE Capital Corporation 260 Long Ridge Road Stamford, CT 06927	Senior Vice President, Global Risk Management
Pamela Daley.....	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President, Corporate Business Development
Brackett B. Denniston, III .....	GE Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President, General Counsel
Jeffrey R. Immelt.....	General Electric Company	Chairman and Chief Executive

	3135 Easton Turnpike Fairfield, CT 06828	Officer
Michael A. Neal .....	GE Commercial Finance 901 Main Avenue Norwalk, CT 06851	President and Chief Executive Officer
David R. Nissen.....	GE Money 777 Long Ridge Road Stamford, CT 06902	President and Chief Executive Officer
Ronald R. Pressman.....	GE Asset Management 3003 Summer Street, 7 <sup>th</sup> Floor Stamford CT 06904	President and Chief Executive Officer
Deborah M. Reif .....	GE Equipment Services 120 Long Ridge Road Stamford, CT 06927	President and Chief Executive Officer
John G. Rice .....	GE Infrastructure 4200 Wildwood Parkway Atlanta, GA 30339	President and Chief Executive Officer
John M. Samuels .....	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Vice President and Senior Tax Counsel, Corporate Taxes
Keith S. Sherin .....	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Senior Vice President, Finance, and Chief Financial Officer
Lloyd G. Trotter .....	GE Industrial 3135 Easton Turnpike Fairfield, CT 06828	President and Chief Executive Officer
Robert C. Wright .....	General Electric Company 3135 Easton Turnpike Fairfield, CT 06828	Vice Chairman

All of the directors of GE Capital are officers of GE Capital, GE Capital Services or GE Company. The Secretary of GE Capital is Craig T. Beazer, whose business address is 3135 Easton Turnpike, Fairfield, CT 06828-0001.

There are no existing or potential conflicts of interest between any duties to GE Capital and their private interests or other duties of the directors of GE Capital.

#### **Audit committee**

As a consolidated affiliate of GE Company, oversight of audit functions at GE Capital is carried out by the Audit Committee of the Board of Directors of GE Company<sup>1</sup>. The following independent directors of GE Company are members of the GE Company Audit Committee:

Douglas A. Warner III (Chairman)	Robert W. Lane
James I. Cash, Jr.	Robert J. Swieringa
Claudio X. Gonzalez	

The Board of Directors of GE Company (the "**GE Company Board**") has determined that Messrs. Gonzalez, Lane, Swieringa and Warner are "audit committee financial experts", as defined under Commission rules. The GE Company Board has also determined that although Mr. Gonzalez currently sits on the audit committees of more than three public companies, these relationships do not impair his ability to serve effectively on GE Company's Audit Committee.

The Audit Committee is primarily concerned with the integrity of GE Company's financial statements, GE Company's compliance with legal and regulatory requirements, the independence and qualifications of the independent auditor and the performance of GE Company's internal audit function and independent auditor.

The Audit Committees duties include: (1) selecting and overseeing the independent auditor; (2) reviewing the scope of the audit to be conducted by them, as well as the results of their audit; (3) overseeing GE Company's financial reporting activities, including its annual report, and the accounting standards and principles followed; (4) approving audit and non-audit services

<sup>1</sup> In this section "**GE Company**" means General Electric Company and its consolidated subsidiaries

provided to GE Company by the independent auditor; (5) reviewing the organization and scope of GE Company's internal audit function and its disclosure and internal controls; and (6) conducting other reviews relating to compliance by employees with GE Company policies and applicable laws. The Audit Committee met 15 times during 2006.

## **Corporate Governance**

The GE Company Board, through its Nominating and Corporate Governance Committee, operates corporate governance practices in accordance with U.S. Federal and State legislation.

### *Governance Principles*

All of GE Company's governance materials, including the Governance Principles and board committee charters and key practices, are published in the Citizenship section of GE Company's website ([www.ge.com/en/citizenship](http://www.ge.com/en/citizenship)). GE Company Board regularly reviews corporate governance developments and modifies its Governance Principles, committee charters and key practices as required. Details of any such modifications will be reflected on GE Company's website.

### *Director Independence*

With 11 independent directors out of 15, the GE Company Board has satisfied its objective that at least two-thirds of the GE Company Board should consist of independent directors. For a director to be considered independent, the Board must determine that the director does not have any direct or indirect material relationship with GE Company. The GE Company Board has established guidelines to assist it in determining director independence, which conform to, or are more exacting than, the independence requirements in the New York Stock Exchange listing standards. GE Company's independence guidelines are set forth in Section 4 of its Governance Principles. In addition to applying these guidelines, the GE Company Board will consider all relevant facts and circumstances in making an independence determination.

All members of GE Company's Audit, Management Development and Compensation, and Nominating and Corporate Governance Committees must be independent directors as defined by GE Company's Governance Principles. Members of the Audit Committee must also satisfy a separate independence requirement imposed by the Commission, which provides that they may not accept directly or indirectly any consulting, advisory or other compensatory fee from GE Company or any of its subsidiaries other than their directors' compensation. In addition, as a matter of policy, the GE Company Board has determined to apply a separate, heightened independence standard to members of both the Management Development and Compensation Committee and the Nominating and Corporate Governance Committee. No member of either committee may be a partner, member or principal of a law firm, accounting firm or investment banking firm that accepts consulting or advisory fees from GE Company or any of its subsidiaries. This additional voluntary independence requirement for members of the Management Development and Compensation and Nominating and Corporate Governance Committees is intended to remove even the appearance of a conflict of interest.

### *Code of Conduct*

All directors, officers and employees of GE Company (including all of its consolidated subsidiaries) must act ethically at all times and in accordance with the policies comprising GE Company's code of conduct set forth in the company's integrity manual, *Integrity: The Spirit & the Letter*, which is published in the Citizenship section of GE Company's website. Under the GE Company Board's Governance Principles, the GE Company Board will not permit any waiver of any ethics policy for any director or executive officer. If an actual or potential conflict of interest arises for a director, the director will promptly inform the CEO and the presiding director. If a significant conflict exists and cannot be resolved, the director should resign. All directors are required to excuse themselves from any discussions or decisions affecting their personal, business or professional interests.

## **Principal Investments**

Since December 31, 2006, there have been no principal investments made by GE Capital.

## **Share Capital**

As at December 31, 2006 the authorized share capital of GE Capital comprised 33,000 shares of variable cumulative preferred stock of par value U.S.\$100, with a liquidation preference U.S.\$100,000 per share, of which 26,000 shares were held in treasury, and 4,166,000 shares of common stock of U.S.\$14.00 par value, of which 3,985,403 shares were outstanding and fully paid up.

All outstanding common stock of GE Capital is owned by GE Capital Services, the common stock of which is in turn wholly owned, directly or indirectly, by GE Company.

### **Selected Financial Information**

The selected financial data set forth below has been extracted from and should be read in conjunction with the Annual Report of GE Capital on Form 10-K, for the fiscal year ended December 31, 2006, copies of which may be obtained as described under **"Documents Incorporated By Reference"**.

As set out in the section entitled **"General Electric Capital Corporation and consolidated affiliates Statement of Earnings"** on page 36 of GE Capital's Annual Report on Form 10-K for the fiscal year ended December 31, 2006, net earnings for GE Capital and consolidated subsidiaries as at December 31, 2006 equaled U.S.\$10,386,000,000 and, as at December 31, 2005, equaled U.S.\$ 9,926,000,000.

**General Electric Capital Corporation and Consolidated Affiliates**  
**Statement of Financial Position**

At December 31 (In millions, except share amounts)

	<u>2006</u>	<u>2005</u>
<b>Assets</b>		
Cash and equivalents	\$ 9,849	\$ 5,996
Investment securities <sup>1</sup>	21,345	18,467
Inventories	54	159
Financing receivables – net <sup>2</sup>	329,586	284,567
Other receivables	36,059	25,250
Buildings and equipment – net <sup>3</sup>	58,162	50,936
Intangible assets – net <sup>4</sup>	25,243	23,086
Other assets <sup>5</sup>	63,367	49,507
Assets of discontinued operations <sup>6</sup>	–	17,291
Total assets	<u>\$ 543,665</u>	<u>\$ 475,259</u>
<b>Liabilities and equity</b>		
Short-term borrowings <sup>7</sup>	\$ 168,896	\$ 149,679
Accounts payable	15,556	14,345
Long-term borrowings <sup>7</sup>	256,817	206,206
Investment contracts, insurance liabilities and insurance annuity benefits <sup>8</sup>	12,418	12,094
Other liabilities	20,486	16,269
Deferred income taxes <sup>9</sup>	10,727	11,069
Liabilities of and minority interest in discontinued operations <sup>10</sup>	172	13,195
Total liabilities	<u>485,072</u>	<u>422,857</u>
Minority interest in equity of consolidated affiliates <sup>11</sup>	<u>2,008</u>	<u>2,212</u>
Variable cumulative preferred stock, \$100 par value, liquidation preference \$100,000 per share (33,000 shares authorized; 26,000 shares held in treasury at December 31, 2006 and 700 shares issued and outstanding and 25,300 shares held in treasury at December 31, 2005)	–	–
Common stock, \$14 par value (4,166,000 shares authorized at December 31, 2006 and 2005, and 3,985,403 shares issued and outstanding at December 31, 2006 and 2005)	56	56
Accumulated gains (losses) – net		
Investment securities	481	744
Currency translation adjustments	4,809	2,343
Cash flow hedges	(199)	(367)
Benefit plans	(278)	(147)
Additional paid-in capital	14,088	12,055
Retained earnings	37,628	35,506
Total shareowner's equity <sup>12</sup>	<u>56,585</u>	<u>50,190</u>
Total liabilities and equity	<u>\$ 543,665</u>	<u>\$ 475,259</u>

The sum of accumulated gains (losses) on investment securities, currency translation adjustments, cash flow hedges and benefit plans constitutes "Accumulated nonowner changes other than earnings," as shown in note 15, and was \$4,813 million and \$2,573 million at December 31, 2006 and 2005, respectively.

The notes to consolidated financial statements on pages 39-73 of GE Capital's Annual Report on Form 10-K are an integral part of this statement.

<sup>1</sup> See note 5 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 46 thereof.

<sup>2</sup> See notes 6 and 7 of the Notes to Consolidated Financial Statements on form 10-K as set out on pages 48 and 51 thereof.

<sup>3</sup> See note 8 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 53 thereof.

<sup>4</sup> See note 9 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 54 thereof.

<sup>5</sup> See note 10 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 55 thereof.

<sup>6</sup> See note 2 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 43 thereof.

<sup>7</sup> See note 11 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 56 thereof.

<sup>8</sup> See note 12 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 58 thereof.

<sup>9</sup> See note 13 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 58 thereof.

<sup>10</sup> See note 2 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 43 thereof.

<sup>11</sup> See note 14 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 60 thereof.

<sup>12</sup> See note 15 of the Notes to Consolidated Financial Statements on form 10-K as set out on page 61 thereof.

## DESCRIPTION OF GEC AUSTRALIA FUNDING

GEC Australia Funding was incorporated under the Corporations Act 2001 of the Commonwealth of Australia on December 22, 1998, and is registered in the State of Victoria as a limited liability proprietary company with registered number of ABN 67085675467. GEC Australia Funding is a wholly-owned subsidiary of GE Capital.

GEC Australia Funding's registered office and principal executive office is located at 572 Swan Street, Richmond, Victoria 3121, Australia, telephone number +613 9921 6522.

GEC Australia Funding's constitutional documents do not limit or specify its corporate objects as there is no requirement to do so under Australian law.

Notes issued by GEC Australia Funding will be unconditionally and irrevocably guaranteed by GE Capital on either a senior or subordinated basis. See "**Description of the Guarantee**".

### Business overview

GEC Australia Funding is primarily engaged in obtaining financing in public markets to fund the operations of affiliated operating companies in Australia, principally by way of loans to such affiliated companies.

GEC Australia Funding is dependent on GE Capital for a substantial part of its funding, primarily as a result of the acquisition in November 2004 of Australian Financial Investments Group ("**AFIG**") by GE Money Australia and New Zealand (part of GE Money, the global consumer lending unit of GE Company). GEC Australia Funding is the primary funding vehicle for GE Company's Australian operating subsidiaries which include AFIG, and the funding requirements for such Australian operating subsidiaries are greater than GEC Australia Funding can fund in the domestic Australian markets. GEC Australia Funding is also dependent on the performance of the affiliate companies to which it makes loans.

### Subsidiaries

GEC Australia Funding has one wholly-owned subsidiary, GE Capital Australia Cash Pool Pty Ltd and also has a 99.99% ownership interest in GE Liquidity Partnership.

### Management

The directors of GEC Australia Funding and their principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
S. Sargent.....	255 George Street Sydney New South Wales 2000 Australia	Chief Executive Officer, Australia and New Zealand
C.G. Vanderkley .....	572 Swan Street Richmond, Victoria 3121 Australia	Chief Financial Officer, Australia and New Zealand
N. C. Thorpe .....	572 Swan Street Richmond, Victoria 3121 Australia	Treasury Manager, Australia and New Zealand
D. Haramantas .....	572 Swan Street Richmond, Victoria 3121 Australia	Controller, Australia and New Zealand

The Secretaries of GEC Australia Funding are C. G. Vanderkley and S.G. Harris, whose business address is 572 Swan Street, Richmond, Victoria 3121, Australia.

There are no existing or potential conflicts of interest between any duties to GEC Australia Funding and their private interests or other duties of the directors of GEC Australia Funding.

**Corporate Governance**

GEC Australia Funding operates corporate governance practices in accordance with relevant laws and regulations applicable in Australia including under the Corporations Act 2001 of the Commonwealth of Australia.

**Principal investments**

Since December 31, 2006, there have been no principal investments made by GEC Australia Funding.

**Share Capital**

As at the date of this Prospectus, GEC Australia Funding has an authorized share capital of 809,900,002 shares all of which have been issued and are fully paid up. The entire issued share capital of GEC Australia Funding is owned by GE Capital.



## DESCRIPTION OF GEC CANADA FUNDING

GEC Canada Funding was incorporated under the Companies Act of Nova Scotia, Canada on September 17, 1998 as an unlimited company with Registry of Joint Stock Companies identification number 3022838. GEC Canada Funding is an indirect wholly-owned subsidiary of GE Capital.

GEC Canada Funding's registered office is located at Purdy's Wharf Tower One, P.O. Box 997, 1959 Upper Water Street, Halifax, Nova Scotia, Canada B3J 2X2 and its principal place of business is located at 2300 Meadowvale Boulevard, Mississauga, Ontario, Canada L5N 5P9, telephone number +1 (905) 858-5100.

Pursuant to clause 2 of GEC Canada Funding's Memorandum of Association there are no restrictions on its objects and powers.

Notes issued by GEC Canada Funding are unconditionally and irrevocably guaranteed by GE Capital on either a senior or subordinated basis. See "**Description of the Guarantee**".

### Business Overview

GEC Canada Funding is primarily engaged in obtaining financing in public markets to fund the operations of affiliates in Canada. These affiliates engage in, among other things, financial and full service leasing of commercial equipment, automobile fleets, railcars and computer systems, and asset-based commercial lending.

GEC Canada Funding is dependent on the performance of the affiliates to which it makes loans.

### Subsidiaries

GEC Canada Funding has two wholly-owned subsidiaries: 3065715 Nova Scotia Company and 3065716 Nova Scotia Company. In addition, GEC Canada Funding has four other subsidiary undertakings: GE Canada Term Funding Limited Partnership, GE Canada Liquidity Funding Limited Partnership, General Electric Finance Canada LP and General Electric Financial Investments Canada LP.

### Management

The directors of GEC Canada Funding and their principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Bruce N. Futterer .....	2300 Meadowvale Boulevard Mississauga, Ontario Canada L5N 5P9	Vice President, General Counsel and Secretary General Electric Capital Canada
Jeffrey S. Bornstein .....	901 Main Avenue Norwalk, CT 06851 USA	Senior Vice President, Finance, GE Capital
Manjit K. Sharma .....	2300 Meadowvale Boulevard Mississauga, Ontario Canada L5N 5P9	Vice President and Comptroller, General Electric Capital Canada
Amit Kapur .....	2300 Meadowvale Boulevard Mississauga, Ontario Canada L5N 5P9	Assistant Treasurer, General Electric Capital Canada

The Secretary of GEC Canada Funding is Bruce N. Futterer, whose business address is 2300 Meadowvale Boulevard, Mississauga, Ontario, Canada L5N 5PQ.

All of the directors of GEC Canada Funding are officers or employees of General Electric Capital Canada or GE Capital.

There are no existing or potential conflicts of interest between any duties to GEC Canada Funding and their private interests or other duties of the directors of GEC Canada Funding.

**Corporate Governance**

GEC Canada Funding operates corporate governance practices in accordance with the best practices of the corporate governance regime applicable in Canada to companies such as GEC Canada Funding pursuant to the *Securities Act* (Ontario), the Companies Act of Nova Scotia and comparable legislation in all other Provinces of Canada and other applicable Canadian rules and regulations.

**Principal Investments**

Since December 31, 2006, there have been no principal investments made by GEC Canada Funding.

**Share Capital**

As at the date of this Prospectus, GEC Canada Funding has an authorized share capital of 100,000,000 shares without par value, 1,412 of which have been issued and are fully paid up. The entire issued share capital of GEC Canada Funding is owned, indirectly, by GE Capital.

## DESCRIPTION OF GE CAPITAL EUROPEAN FUNDING

GE Capital European Funding was initially incorporated and registered under the Companies Acts, 1963 to 2006 of Ireland as Buford Limited on June 6, 1985 with registered number 107727, and was renamed Shannon International Leasing & financial services Limited on July 28, 1986, and further renamed GE Capital European Funding Limited on April 25, 2002. On August 28, 2002, GE Capital European Funding Limited became a public company with unlimited liability and its name was changed to GE Capital European Funding. The entire issued share capital of GE Capital European Funding is beneficially owned by GE Capital Shannon, a wholly-owned subsidiary of GE Capital.

GE Capital European Funding's registered office is at WIL House, Shannon Business Park, Shannon, Co. Clare, Ireland, telephone number +353 61 362 322.

The principal objects of GE Capital European Funding are set out in clause 2 of its Memorandum of Association and include, among other things, engaging in financial service activities of various nature and kind and providing financial services generally.

Notes issued by GE Capital European Funding will be unconditionally and irrevocably guaranteed by GE Capital on either a senior or subordinated basis. See "**Description of the Guarantee**".

### Business overview

GE Capital European Funding is engaged in obtaining financing in the capital markets primarily for the purpose of funding the operations of affiliated companies. GE Capital European Funding is dependent on the performance of the affiliated companies to which it makes loans.

### Subsidiaries

GE Capital European Funding has one wholly-owned affiliate, Eireann Aviation Finance Limited, which is an aircraft financing special purpose company. GE Capital European Funding also invests in a partnership which makes loans primarily to affiliated companies.

### Management

The directors of GE Capital European Funding and their principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Mr. Brendan Gilligan (non-executive Director)	Le Pole House Great Ship Street Dublin 8	Controller GE Capital Global Consumer Finance Europe
Mr. Patrick Gilmartin (executive Director)	WIL House Shannon Business Park Shannon, Co. Clare	General Manager GE Capital European Funding
Mr. Frank Cantillon (executive Director)	WIL House Shannon Business Park Shannon, Co. Clare	Chief Financial Officer GE Capital European Funding
Mr. Mark S. Barber (non-executive Director)	201 High Ridge Road Stamford, CT 06905-3417 USA	Vice President and Assistant Treasurer GE Capital

The Secretary of GE Capital European Funding is Ms. Columba Glavin, whose business address is WIL House, Shannon Business Park, Shannon, Co. Clare.

There are no existing or potential conflicts of interest between any duties to GE Capital European Funding and their private interests or other duties of the directors of GE Capital European Funding.

### Audit Committee

There is no requirement for GE Capital European Funding to have an audit committee under Irish law and the Board of directors of GE Capital European Funding is fully responsible for GE Capital European Funding's financial statements.

**Corporate Governance**

GE Capital European Funding operates corporate governance practices in accordance with the best practices of the corporate governance regime applicable in Ireland pursuant to the Companies Acts 1963 to 2006.

**Principal investments**

Since December 31, 2006, there have been no principal investments made by GE Capital European Funding.

**Share Capital**

As at the date of this Prospectus, GE Capital European Funding has an authorized share capital of 100,000,000 ordinary shares of €1.27 each, 33,515,848 of which have been issued and paid up in full. The entire issued share capital of GE Capital European Funding is beneficially owned by GE Capital Shannon, a wholly-owned subsidiary of GE Capital.

## DESCRIPTION OF GE CAPITAL UK FUNDING

GE Capital UK Funding was incorporated under the Companies Acts, 1963 to 2006 of Ireland on February 27, 2003 as a public company with unlimited liability and with registered number 367997. The entire issued share capital of GE Capital UK Funding is beneficially owned by GE Capital Shannon, a wholly-owned subsidiary of GE Capital.

GE Capital UK Funding's registered office is at WIL House, Shannon Business Park, Shannon, Co. Clare, Ireland, telephone number +353 61 362 322.

The principal objects of GE Capital UK Funding are set out in clause 2 of its Memorandum of Association and include, among other things, engaging in financial service activities of every nature and kind and providing financial services generally.

Notes issued by GE Capital UK Funding will be unconditionally and irrevocably guaranteed by GE Capital on either a senior or subordinated basis. See "**Description of the Guarantee**".

### Business overview

GE Capital UK Funding is engaged in obtaining financing in the capital markets primarily for the purpose of funding the operations of affiliated companies. GE Capital UK Funding is dependent on the performance of the affiliate companies to which it makes loans.

### Subsidiaries

GE Capital UK Funding has no subsidiaries. GE Capital UK Funding invests in a partnership which makes loans primarily to affiliated companies.

### Management

Management services for GE Capital UK Funding are provided by GE Capital European Funding. The directors of GE Capital UK Funding and their respective principal activities are:

<u>Name</u>	<u>Business Address</u>	<u>Principal Activities</u>
Mr. Patrick Gilmartin (non-executive Director)	WIL House Shannon Business Park Shannon, Co. Clare	General Manager GE Capital European Funding
Mr. Frank Cantillon (non-executive Director)	WIL House Shannon Business Park Shannon, Co. Clare	Chief Financial Officer GE Capital European Funding
Mr. Mark S. Barber (non-executive Director)	201 High Ridge Road Stamford, CT 06905-3417 USA	Vice President and Assistant Treasurer, GE Capital
Mr. Brendan Gilligan (non-executive Director)	Le Pole House Great Ship Street Dublin 8	Controller GE Capital Global Consumer Finance Europe

The Secretary of GE Capital UK Funding is Ms. Columba Glavin whose business address is WIL House, Shannon Business Park, Shannon, Co. Clare.

There are no existing or potential conflicts of interest between any duties to GE Capital UK Funding and their private interests or other duties of the directors of GE Capital UK Funding.

### Audit Committee

There is no requirement for GE Capital UK Funding to have an audit committee under Irish law and the Board of Directors of GE Capital UK Funding is fully responsible for GE Capital UK Funding's financial statements.

**Corporate Governance**

GE Capital UK Funding operates corporate governance practices in accordance with the best practices of the corporate governance regime applicable in Ireland pursuant to the Companies Acts 1963 to 2006.

**Principal investments**

Since December 31, 2006, there have been no principal investments made by GE Capital UK Funding.

**Share Capital**

As at the date of this Prospectus, GE Capital UK Funding has an authorized share capital of 100,000,000 ordinary shares of £1.00 each, 11,750,000 of which have been issued and paid up in full. The entire issued share capital of GE Capital European Funding is beneficially owned by GE Capital Shannon, a wholly-owned subsidiary of GE Capital.

### **USE OF PROCEEDS**

Except as may be otherwise set forth in the Final Terms applicable to any Series of Notes, the net proceeds of the sale of Notes issued by any Issuer will be added to the general funds of the relevant Issuer and will be available for financing each of their respective operations. Additional short- and long-term financing, as required, will be undertaken by each Issuer at such times, and through such means, as may be appropriate.

## DESCRIPTION OF NOTES

### General

Each Issuer may issue and have outstanding from time to time an unlimited principal amount of its Euro Medium-Term Notes ("**Medium Term Notes**") and other debt securities ("**Other Debt Securities**") having maturities of 9 months or more from the date of issue (Medium-Term Notes and Other Debt Securities are referred to collectively as the "**Notes**") under this Programme. Notes may be denominated in any currency, subject to any applicable laws and regulations. Unless otherwise specified in an applicable Final Terms, Notes will have the terms described below, except that references to interest payments and interest-related information do not apply to certain Original Issue Discount Notes (as defined below).

The Notes are to be issued under an Eighth Amended and Restated Fiscal and Paying Agency Agreement dated as of May 12, 2006 among GE Capital, in its capacity as both Issuer and Guarantor, GEC Australia Funding, GEC Canada Funding, the Irish Issuers and JPMorgan Chase Bank, N.A., as fiscal agent (in such capacity, the "**Fiscal Agent**") and Principal Paying Agent and the other paying agents and transfer agents named therein, as further amended and supplemented from time to time (the "**Fiscal Agency Agreement**"). The following summaries of certain provisions of the Fiscal Agency Agreement do not purport to be complete, and are subject to, and are qualified in their entirety by reference to, all the provisions of the Fiscal Agency Agreement, including the definitions therein of certain terms.

Each relevant Issuer may, from time to time, re-open one or more series of Notes (each, a "**Series**") and issue additional Notes with the same terms (including maturity and interest payment terms) as Notes issued on an earlier date; provided that a Series of Notes may not comprise both Notes in bearer form and Notes in registered form. After such additional Notes are issued they will be fungible with the previously issued Notes to the extent specified in the applicable Final Terms. Each such Series may contain one or more tranches of Notes (each, a "**Tranche**") having identical terms, including the authentication date and the public offering price; provided that a Tranche of Notes may not comprise both Notes in bearer form and Notes in registered form.

Each Note will be unsecured and will be either a senior or a subordinated debt obligation. Notes which are senior debt obligations will rank equally with all other unsecured and unsubordinated obligations of the Issuer thereof. Notes which are subordinated debt obligations will rank junior in right of payment to all senior indebtedness as specified in the applicable Final Terms, which will set forth the precise terms of such subordination.

The Final Terms relating to a Tranche of Notes issued by any Issuer will describe the following terms: (i) the currency or composite currency in which the Notes of such Tranche will be denominated (each such currency or composite currency, a "**Specified Currency**") and, if other than the Specified Currency, the currency or composite currency in which payments on the Notes of such Series will be made (and, if the Specified Currency or currency or composite currency of payment is other than U.S. Dollars, certain other terms relating to such Notes (a "**Foreign Currency Note**") and such Specified Currency or such currency or composite currency of payment); (ii) whether such Notes are Fixed Rate Notes or Floating Rate Notes (including whether such Notes are Regular Floating Rate Notes, Floating Rate/Fixed Rate Notes or Inverse Floating Rate Notes); (iii) the price at which such Notes will be issued (the "**Issue Price**"); (iv) the date on which such Notes will be issued (the "**Original Issue Date**"); (v) the date on which such Notes will mature; (vi) whether such notes are senior or subordinated and, if subordinated, the terms of the subordination; (vii) if such Notes are Fixed Rate Notes, the rate per annum at which such Notes will bear interest, if any; (viii) if such Notes are Floating Rate Notes, the base rate (the "**Base Rate**"), the initial interest rate (the "**Initial Interest Rate**"), the minimum interest rate (the "**Minimum Interest Rate**"), the maximum interest rate (the "**Maximum Interest Rate**"), the Interest Payment Dates, the Index Maturity, the Spread and/or Spread Multiplier, if any (all as defined in "**Interest and Interest Rates**" below) and any other terms relating to the particular method of calculating the interest rate for such Notes; (ix) if such Notes are Indexed Notes, the terms relating to the particular Notes; (x) if such Notes are Dual Currency Notes, the terms relating to the particular Notes; (xi) if such Notes are Amortizing Notes, the amortization schedule and any other terms relating to the particular Notes; (xii) whether such Notes may be redeemed at the option of the relevant Issuer, or repaid at the option of the holder, prior to its stated maturity as described under "**Optional Redemption**" and "**Repayment at the Noteholders' Option; Repurchase**" below and, if so, the provisions relating to such redemption or repayment, including, in the case of any Original Issue Discount Notes, the information necessary to determine the amount due upon redemption or repayment; (xiii) any relevant tax consequences associated with the terms of the Notes which have not been described under "**Tax Considerations—United States Tax Considerations**" below and, in the case of Notes issued by GEC Australia Funding, GEC Canada Funding or the Irish Issuers, "**Tax Considerations—Australian Tax Considerations**", "**Tax Considerations—Canadian Tax Considerations**" and "**Tax Considerations—Irish Tax Considerations**", respectively; (xiv) if such Notes are Additional Notes (as defined below), a description of the original issue date and aggregate principal amount of the prior Tranche of Notes having terms (other than the original issue date and public offering price) identical to such Additional Notes; (xv) in the case of Notes issued by an Issuer other than GE Capital, the terms of the Guarantee; and (xvi) any other terms of such Notes not inconsistent with the provisions of the Fiscal Agency Agreement. In addition, each Final Terms with respect to a Tranche of Notes will identify the Dealer(s) participating in the distribution of



such Notes. See "**Plan of Distribution-General**." Each Final Terms relating to Notes will be in, or substantially in, the relevant forms attached as Annex A and Annex B to this Prospectus.

If any Notes are to be issued as Foreign Currency Notes, the applicable Final Terms will specify the currency or currencies, which may be composite currencies, in which the purchase price of such Notes are to be paid by the purchaser, and the currency or currencies, which may be composite currencies, in which the principal at maturity or earlier redemption, premium, if any, and interest, if any, with respect to such Notes may be paid, if applicable, along with any other terms relating to the non-U.S. Dollar denomination. See "**Special Provisions Relating to Foreign Currency Notes**" and "**Currency Risks**."

Subject to such additional restrictions as are described under "**Special Provisions Relating to Foreign Currency Notes**," Notes of each Tranche will mature on a day from 9 months or more from the date of issue, as specified in the applicable Final Terms, as selected by the initial purchaser and agreed to by the relevant Issuer. In the event that such maturity date of any Notes or any date fixed for redemption or repayment of any Notes (collectively, the "**Maturity Date**") is not a Business Day (as defined below), principal and interest payable at maturity or upon such redemption or repayment will be paid on the next succeeding Business Day with the same effect as if such Business Day were the Maturity Date. No interest shall accrue for the period from and after the Maturity Date to such next succeeding Business Day. Except as may be provided in the applicable Final Terms and except for Indexed Notes (as defined below), all Notes will mature at par.

## Forms of Notes

### General

Unless otherwise specified in the applicable Final Terms, Notes of each Tranche will be in bearer form ("**Bearer Notes**") and will initially be represented by one or more temporary global Notes, without interest coupons attached and, in the case of definitive Notes, will be serially numbered and will:

- (i) if any global Note is intended to be issued in new global note ("**NGN**") form, as stated in the applicable Final Terms, be delivered to a common safekeeper (the "**Common Safekeeper**") for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**"); and
- (ii) if any global Note is not intended to be issued in NGN form, be delivered to a common depository (the "**Common Depository**") for Euroclear and Clearstream, Luxembourg or any other recognized or agreed clearing system for credit to the account designated by or on behalf of the purchasers thereof.

Global Notes will only be issued in NGN form with respect to a Series of euro denominated Notes issued by GE Capital and/or either of the Irish Issuers (if so specified in the applicable Final Terms), and for the avoidance of doubt, GE Capital Australia Funding and GEC Canada Funding will not issue Notes in NGN form. Bearer Notes in definitive form will be issued with coupons attached. Except as set out below, title to Bearer Notes and any coupons will pass by delivery. The Issuers, the Fiscal Agent and any Paying Agent may deem and treat the bearer of any Bearer Note or coupon as the absolute owner thereof (whether or not overdue and notwithstanding any notice of ownership or writing thereon or notice of any previous loss or theft thereof) for all purposes but, in the case of any global Note, without prejudice to the provisions set out in the next succeeding sentence. For so long as any of the Notes are represented by a global Note, each person who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of Notes (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Notes standing to the account of any person shall be conclusive and binding for all purposes except in the case of manifest error) shall be treated by the Issuers, the Fiscal Agent and any Paying Agent as the holder of such principal amount of such Notes for all purposes other than with respect to the payment of principal or interest on the Notes, the right to which shall be vested, as against the Issuers, the Fiscal Agent and any Paying Agent solely in the bearer of the relevant global Note in accordance with and subject to its terms (and the expressions "**Noteholder**" and "**holder of Notes**" and related expressions shall be construed accordingly). Notes which are represented by a global Note will be transferable only in accordance with the rules and procedures for the time being of Euroclear or of Clearstream, Luxembourg, as the case may be.

References herein to "**Bearer Notes**" shall, except where otherwise indicated, include interests in a temporary or permanent global Note as well as definitive Notes and any coupons attached thereto.

If specified in the Final Terms, Notes may also be issued in fully registered form ("**Registered Notes**").

Notes issued by an Irish Issuer will be subject to a minimum denomination of €1,000 (or its equivalent in another currency). In respect of the Notes issued by an Issuer other than an Irish Issuer notes will be issued in such denominations as may be agreed between the relevant Issuer and the relevant Dealer(s) and as indicated in the applicable Final Terms; provided that the

minimum denomination of each Note will be such as may be allowed or required from time to time by the relevant central bank (or equivalent body) or any laws or regulations applicable to the relevant Specified Currency.

If specified in the applicable Final Terms, other clearing systems capable of complying with the certification requirements set forth in the temporary global Note may be used in addition to or in lieu of Euroclear and Clearstream, Luxembourg, in which case references herein to "**Euroclear**" and "**Clearstream, Luxembourg**" shall be deemed to be modified to include such other clearing system or systems.

#### *Provisions Relating to Bearer Notes*

Each Bearer Note (including any global Note) and interest coupon, if any, will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in sections 165(j) and 1287(a) of the Internal Revenue Code."

Each Bearer Note issued by an Irish Issuer with a maturity of less than one year shall carry the title "**Commercial Paper**", include a statement to the effect that it is guaranteed, identify the Guarantor by name and bear the following legend:

"This Note is issued in accordance with an exemption granted by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland under section 8(2) of the Central Bank Act, 1971 of Ireland, as inserted by section 31 of the Central Bank Act, 1989 of Ireland, as amended by section 70(d) of the Central Bank Act, 1997 of Ireland. *[Insert name of applicable Irish Issuer]* is not regulated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland arising from the issue of Notes. An investment in Notes issued by *[insert name of applicable Irish Issuer]* with a maturity of less than one year does not have the status of a bank deposit and is not within the scope of the Deposit Protection Scheme operated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland."

In addition, each Bearer Note (including any global Note) issued by GEC Canada Funding will bear the following legend:

"This Note has not been and will not be qualified for sale under the securities laws of Canada or any province or territory thereof and may not be offered or sold, directly or indirectly, in Canada, or to, or for the benefit of, any resident thereof, in contravention of any such laws."

Bearer Notes may not be offered or sold, resold or delivered, directly or indirectly, in connection with their original issuance or during the Restricted Period (as defined below), in the United States (as defined below) or to or for the account of any United States person (as defined below), other than to a Qualifying Foreign Branch (as defined below) or to certain other persons as provided under United States Treasury Regulations Section 1.163-5(c)(2)(i)(D)(1)(iii)(B) and (C). An offer or sale will be considered to be made to a person within the United States if the offeror or seller of such Note has an address within the United States for the offeree or purchaser of such Bearer Note with respect to the offer or sale. Bearer Notes may not be delivered in the United States. For these purposes, "**United States**" means the United States (including the States and the District of Columbia), its territories and its possessions. In addition, any such underwriters, agents and dealers will represent that they have procedures reasonably designed to ensure that their employees or agents who are directly engaged in selling Bearer Notes are aware of the restrictions on the offering, sale, resale or delivery of Bearer Notes.

As used herein, "**United States person**" means (i) a citizen or resident of the United States, (ii) a corporation, partnership or other entity created or organized in or under the laws of the United States or any political subdivision thereof, (iii) an estate the income of which is subject to United States federal income taxation regardless of its source, or (iv) a trust if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more United States persons have the authority to control all substantial decisions of the trust or if such trust has a valid election in effect under applicable U.S. Treasury regulations to be treated as a United States person. "**Qualifying Foreign Branch**" means a branch of a United States financial institution, as defined in United States Treasury Regulations Section 1.165-12(c)(1)(iv), located outside the United States that is purchasing for its own account or for resale, and that has agreed, as a condition of purchase, to comply with the requirements of Section 165(j)(3)(A), (B) or (C) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), and the regulations thereunder. An "**Ownership Certificate**" is a certificate, signed or sent by the beneficial owner of the relevant Bearer Note or by a financial institution or clearing organization through which the beneficial owner holds the Bearer Notes to the effect that the relevant Bearer Note or portion thereof is owned by (i) a person that is not a United States person; (ii) a Qualifying Foreign Branch; (iii) a United States person who acquired the Bearer Notes through a Qualifying Foreign Branch and who holds the Bearer Notes through such Qualifying Foreign Branch on the date of certification; or (iv) a financial institution for purposes of resale during the Restricted Period and such financial institution (whether or not also described in clause (i), (ii) or (iii)) certifies that it has not acquired the Bearer Notes for purposes of resale directly or indirectly to a United States person or to a person within the United States. For the purposes of Bearer Notes issued by GEC Canada Funding, the Ownership Certificate shall also contain a statement to the effect that the relevant Bearer Note or any portion

thereof is not beneficially owned by a resident of Canada in contravention of the securities laws of Canada or any province or territory thereof.

As used herein, "**Restricted Period**" with respect to each Tranche of Notes means the period which begins on the earlier of the settlement date (or the date on which the relevant Issuer receives the proceeds of the sale of Bearer Notes of such Tranche), or the first date on which the Bearer Notes of such Tranche are offered to persons other than the Dealers, and which ends 40 days after the date on which the relevant Issuer receives the proceeds of the sale of such Bearer Notes; provided that with respect to a Bearer Note held as part of an unsold allotment or subscription, any offer or sale of such Bearer Note by the relevant Issuer or any Dealer shall be deemed to be during the Restricted Period.

Each Bearer Note will be represented initially by a temporary global Note, without interest coupons which will (a) if the temporary global Note is intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered on or prior to the Original Issue Date of the Series to a Common Safekeeper for Euroclear and Clearstream, Luxembourg or (b) if the temporary global Note is not intended to be issued in NGN form, be delivered on or prior to the Original Issue Date of the Series to a Common Depositary for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the purchaser thereof. Upon deposit of each such temporary global Note, Euroclear or Clearstream, Luxembourg, as the case may be, will credit each subscriber with a principal amount of Notes equal to the principal amount thereof for which it has subscribed and paid. The interests of the beneficial owner or owners in a temporary global Note will be exchangeable after the expiration of the Restricted Period (the "**Exchange Date**") for an interest in a permanent global Note which will (a) if the permanent global Note is intended to be issued in NGN form, as stated in the applicable Final Terms, be delivered to a Common Safekeeper for Euroclear and Clearstream, Luxembourg or (b) if the permanent global Note is not intended to be issued in NGN form, be delivered to a Common Depositary for Euroclear and Clearstream, Luxembourg, for credit to the account designated by or on behalf of the beneficial owner thereof, or for definitive Bearer Notes or (if so provided in the applicable Final Terms) for definitive Registered Notes; provided, however, that such exchange will be made only upon receipt of ownership certificates.

#### *Provisions relating to Registered Notes*

If specified in the applicable Final Terms, Registered Notes may be issued by the relevant Issuer. Each Final Terms relating to a Tranche of Registered Notes will describe whether such Tranche will be issued in permanent global or definitive registered form and any other provisions relating thereto.

Each Registered Note issued by an Irish Issuer with a maturity of less than one year shall carry the title "**Commercial Paper**", include a statement to the effect that it is guaranteed, identify the Guarantor by name and bear the following legend:

"This Note is issued in accordance with an exemption granted by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland under section 8(2) of the Central Bank Act, 1971 of Ireland, as inserted by section 31 of the Central Bank Act, 1989 of Ireland, as amended by section 70(d) of the Central Bank Act, 1997 of Ireland. [Insert name of applicable Irish Issuer] is not regulated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland arising from the issue of Notes. An investment in Notes issued by [insert name of applicable Irish Issuer] with a maturity of less than one year does not have the status of a bank deposit and is not within the scope of the Deposit Protection Scheme operated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland."

#### **Guarantee**

Notes issued by an Issuer other than GE Capital will be issued with the benefit of the unconditional and irrevocable guarantee (the "**Guarantee**") of GE Capital (in such capacity, the "**Guarantor**") under which the Guarantor will guarantee the payment of all amounts (including any Australian, Canadian or Irish Additional Amounts, as the case may be, and U.S. Additional Amounts (all as described below)), payable on or in respect of such Notes. See "**Description of the Guarantee**" below.

#### **Additional Issuers**

Notes may be issued from time to time by additional issuers that are direct or indirect affiliates of GE Capital (each, an "**Additional Issuer**") and that have acceded to the Distribution Agreement (as defined herein) and the Fiscal Agency Agreement. Any Notes issued by an Additional Issuer will have the benefit of the Guarantee issued by the Guarantor. Information regarding any such Additional Issuer will be set forth in a supplement to this Prospectus. All references in this Prospectus to an "**Issuer**" or the "**Issuers**" shall be deemed to include a reference to any such Additional Issuers acceding to the Distribution Agreement and the Fiscal Agency Agreement from time to time.

## Exchange and Transfer of Notes

The beneficial owner of a Note represented by a permanent global Note may, upon 30 days' written notice to the Principal Paying Agent (as defined below) given by the beneficial owner through either Euroclear or Clearstream, Luxembourg, exchange such owner's interest in such permanent global Note for a definitive Bearer Note or Notes, with coupons, if any, attached or (if provided in the applicable Final Terms) a definitive Registered Note or Notes, of any authorized denominations. Upon receipt by the Principal Paying Agent of an initial request to exchange an interest in a permanent global Note for a definitive Bearer Note or Notes, all other interests in such permanent global Note shall be exchanged for definitive Bearer Notes. Such exchange shall occur at no expense to the beneficial owners as soon as practicable after the receipt of the initial request for definitive Bearer Notes. After such exchange has occurred, all remaining interests in the temporary global Note will be exchangeable only for definitive Bearer Notes or (if so provided in the applicable Final Terms) for definitive Registered Notes. No definitive Bearer Note will be delivered in or to the United States.

If specified in the applicable Final Terms, and subject to the terms of the Fiscal Agency Agreement, definitive Bearer Notes (along with all unmatured coupons, and all matured coupons, if any, in default) will be exchangeable at the option of the holder into Registered Notes of any authorized denominations of like tenor and in an equal aggregate principal amount, in accordance with the provisions of the Fiscal Agency Agreement at the office of the Registrar (as defined below) or at the office of any transfer agent designated by the relevant Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor for such purpose. See "**Registrar and Transfer Agents.**" Definitive Bearer Notes surrendered in exchange for Registered Notes after the close of business at any such office (i) on or after any record date for the payment of interest (a "**Regular Record Date**") on a Registered Note on an Interest Payment Date (as defined below) and before the opening of business at such office on the relevant Interest Payment Date, or (ii) on or after any record date to be established for the payment of defaulted interest on a Registered Note ("**Special Record Date**") and before the opening of business at such office on the related proposed date for payment of defaulted interest, shall be surrendered without the coupon relating to such date for payment of interest. Definitive Bearer Notes will be exchangeable for definitive Bearer Notes in other authorized denominations, in an equal aggregate principal amount, in accordance with the provisions of the Fiscal Agency Agreement and at the offices of the Principal Paying Agent in London, England or at the office of any transfer agent designated by the relevant Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor for such purpose. See "**Registrar and Transfer Agents.**"

Registered Notes will be exchangeable for Registered Notes in other authorized denominations, in an equal aggregate principal amount upon surrender of any such Notes to be exchanged at the offices of the Registrar or any transfer agent designated by the relevant Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor for such purpose. Registered Notes will not be exchangeable for Bearer Notes. Registered Notes may be presented for registration of transfer at the offices of the Registrar or any transfer agent designated by the relevant Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor for such purpose. See "**Registrar and Transfer Agents.**" No service charge will be made for any registration of transfer or exchange of Notes but the relevant Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor may require payment of a sum sufficient to cover any transfer taxes payable in connection therewith. Bearer Notes and any coupons appertaining thereto will be transferable by delivery.

The relevant Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor shall not be required (i) to register the transfer of or exchange Notes to be redeemed for a period of fifteen calendar days preceding the first publication of the relevant notice of redemption, or if Registered Notes are outstanding and there is no publication, the mailing of the relevant notice of redemption, (ii) to register the transfer of or exchange any Registered Note selected for redemption or surrendered for optional repayment, in whole or in part, except the unredeemed or unpaid portion of any such Registered Note being redeemed or repaid, as the case may be, in part, or (iii) to exchange any Bearer Note selected for redemption or surrendered for optional repayment, except that such Bearer Note may be exchanged for a Registered Note of like tenor, provided that such Registered Note shall be simultaneously surrendered for redemption or repayment, as the case may be.

## Payments and Paying Agents

Interest, if any, payable on a Bearer Note represented by a temporary global Note or any portion thereof in respect of an Interest Payment Date will be paid in the Specified Currency (unless otherwise provided in the applicable Final Terms) to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such temporary global Note held for its account (upon presentation to the Principal Paying Agent of the temporary global Note if the temporary global Note is not issued in NGN form and) upon delivery of an Ownership Certificate signed by Euroclear or Clearstream, Luxembourg, as the case may be, dated no earlier than such Interest Payment Date, which certificate must be based on ownership certificates provided to Euroclear or Clearstream, Luxembourg, as the case may be, by its member organizations. Each of Euroclear and Clearstream, Luxembourg, as the case may be, will in such circumstances credit the interest received by it in respect of such temporary global Note or any portion thereof to the accounts of the beneficial owners thereof.

Each permanent global Note will provide that principal and premium, if any, and interest, if any, on such permanent global Note, in respect of an Interest Payment Date, will be paid (upon presentation to the Principal Paying Agent of the permanent global Note if the permanent global Note is not issued in NGN form) in the Specified Currency (unless otherwise provided in the applicable Final Terms) to each of Euroclear and Clearstream, Luxembourg, as the case may be, with respect to that portion of such permanent global Note held for its account. Each of Euroclear and Clearstream, Luxembourg will in such circumstances credit such principal and any interest received by it in respect of such permanent global Note to the respective accounts of the beneficial owners of such permanent global Note at maturity, redemption or repayment or on such Interest Payment Date, as the case may be. If a Registered Note is issued in exchange for a permanent global Note after the close of business at the office or agency where such exchange occurs (a) on or after any Regular Record Date and before the opening of business at such office or agency on the relevant Interest Payment Date, or (b) on or after any Special Record Date and before the opening of business at such office or agency on the related proposed date for payment of defaulted interest, any interest or defaulted interest, as the case may be, will not be payable on such Interest Payment Date or proposed date for payment, as the case may be, in respect of such Registered Note, but will be payable on such Interest Payment Date or proposed date for payment, as the case may be, only to Euroclear and Clearstream, Luxembourg, and Euroclear and Clearstream, Luxembourg will in such circumstances credit any such interest to the account of the beneficial owner of such permanent global Note on such Regular Record Date or Special Record Date, as the case may be. Payment of principal and of premium, if any, and any interest due at maturity, redemption or repayment (in the event, with respect to payment of interest, that any such maturity date or redemption or repayment date is other than an Interest Payment Date) in respect of any permanent global Note will be made to Euroclear and Clearstream, Luxembourg in immediately available funds.

Payment of principal and of premium, if any, and interest on Bearer Notes at maturity or upon redemption or repayment will be made in immediately available funds in the Specified Currency (unless otherwise provided in the applicable Final Terms), subject to any applicable laws and regulations, only against presentation and surrender of such Note and any coupons (if, in the case of a permanent global Note, such permanent global Note is not issued in NGN form) at the offices of a Paying Agent outside the United States or, at the option of the holder, by check or by wire transfer of immediately available funds to an account maintained by the payee with a bank located outside the United States if appropriate wire instructions have been received by a Paying Agent not less than 10 calendar days prior to an applicable payment date. Payment of interest on definitive Bearer Notes due on any Interest Payment Date will be made only against presentation and surrender of the coupon relating to such Interest Payment Date at the offices of a Paying Agent outside the United States or, at the option of the holder, by check or by wire transfer of immediately available funds to an account maintained by the payee with a bank located outside the United States if appropriate wire instructions have been received by a Paying Agent not less than 10 calendar days prior to an applicable payment date. No payment with respect to any Bearer Note will be made at any office or agency of the relevant Issuer or (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor in the United States or by check mailed to any address in the United States or, in the case of interest on Notes issued by GEC Australia Funding, in Australia, or by wire transfer to an account maintained with a bank located in the United States or, in the case of Notes issued by GEC Australia Funding, in Australia, except as may be permitted under United States federal tax laws and regulations then in effect and, in the case of Notes issued by GEC Australia Funding, as may be permitted under Australian tax laws and regulations then in effect without adverse tax consequences to the relevant Issuer or the Guarantor, as the case may be. Notwithstanding the foregoing, (a) payments of principal and of premium, if any, and interest on Bearer Notes denominated and payable in U.S. Dollars will be made at the office of the paying agent of the relevant Issuer or the Guarantor, as the case may be, in the Borough of Manhattan, The City of New York, if and only if (i) payment of the full amount thereof in U.S. Dollars at all offices or agencies outside the United States is illegal or effectively precluded by exchange controls or other similar restrictions and (ii) such paying agent in the Borough of Manhattan, The City of New York, under applicable law and regulations, would be able to make such payment, (b) if the full amount of any payment on Notes denominated in Canadian dollars and coupons appertaining thereto may not be made at an office of any designated paying agent outside of Canada because such payment would be illegal or effectively precluded due to the imposition of exchange controls or other similar restrictions on the full payment or receipt of such amounts in Canadian dollars, then the relevant Issuer shall designate a paying agent in the city of Toronto from which such payments shall be made, if permitted by applicable laws and regulations and (c) if the full amount of any payment on Notes denominated in Australian dollars and coupons appertaining thereto may not be made at an office of any designated paying agent outside of Australia because such payment would be illegal or effectively precluded due to the imposition of exchange controls or other similar restrictions on the full payment or receipt of such amounts in Australian dollars, then the relevant Issuer shall designate a paying agent in Sydney or Melbourne from which such payments shall be made, if permitted by applicable laws and regulations.

Payment of principal and of premium, if any, and interest on Registered Notes at maturity or upon redemption or repayment will be made in immediately available funds in the Specified Currency (unless otherwise provided in the applicable Final Terms) against presentation of such Note at the office of a Paying Agent. Payment of interest on Registered Notes will be made to the person in whose name such Note is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date either by check mailed to the address of the person entitled thereto as such address shall appear in the security register or by wire transfer to an account selected by the person entitled thereto if appropriate wire instructions have been received by the Paying Agent not less than 10 calendar days prior to the applicable payment date; provided,

however, that (i) if either the relevant Issuer or (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor fails to pay such interest on such Interest Payment Date, such defaulted interest will be paid to the person in whose name such Note is registered at the close of business on the Special Record Date and (ii) interest payable at maturity, redemption or repayment will be payable to the person to whom principal shall be payable. The first payment of interest on any Registered Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date to the registered owner on such next Regular Record Date. Interest rates and interest rate formulae are subject to change by the relevant Issuer from time to time but no such change will affect any Note theretofore issued or which the relevant Issuer has agreed to issue. Unless otherwise indicated in the applicable Final Terms, the Interest Payment Dates and the Regular Record Dates for Fixed Rate Notes shall be as described below under **"Fixed Rate Notes"**. The Interest Payment Dates for Floating Rate Notes shall be as indicated in the applicable Final Terms and in such Note, and, unless otherwise specified in the applicable Final Terms, each Regular Record Date for a Registered Floating Rate Note will be the fifteenth day (whether or not a Business Day) next preceding each Interest Payment Date.

Pursuant to the Fiscal Agency Agreement, each Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor has initially designated JPMorgan Chase Bank, N.A. as its principal paying agent (in such capacity, the **"Principal Paying Agent"**, which term includes any successor principal paying agent appointed by each such Issuer and the Guarantor) and J.P. Morgan Bank Luxembourg S.A. as its paying agent, for Notes outside the United States, (together with the Principal Paying Agent and any other paying agents, the **"Paying Agents"** which term includes any additional or successor paying agent appointed by each such Issuer and the Guarantor). So long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, there will at all times be a Paying Agent with a specified office in each location required by the rules and regulations of the relevant stock exchange(s), competent authority(ies) and/or market(s) on or by which such Notes are listed and/or admitted to trading. So long as any Notes are listed and/or admitted to trading on or by the London Stock Exchange or any other stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the relevant Issuer will notify the holders of its Notes in the manner specified under **"Notices"** herein in the event that such Issuer appoints an agent with respect to such Notes other than the agent designated as such in this Prospectus or in the applicable Final Terms.

All moneys paid by the relevant Issuer or the Guarantor, as the case may be, to the Principal Paying Agent or any Paying Agent for the payment of any amounts payable on any Notes which remain unclaimed at the end of three years after such amounts shall have become due and payable shall be repaid to the relevant Issuer or the Guarantor, as the case may be, and the holders of the Notes shall thereafter look only to the relevant Issuer or the Guarantor, as the case may be, for payment.

### **Registrar and Transfer Agents**

Each Issuer and the Guarantor have initially designated J.P. Morgan Bank Luxembourg S.A., as registrar for any Registered Notes (the **"Registrar"**, which term includes any successor registrar appointed by each such Issuer and the Guarantor). In addition, each Issuer and the Guarantor has appointed JPMorgan Chase Bank, N.A., as Transfer Agent for any Registered Notes listed on the London Stock Exchange. For so long as any Notes are listed and/or admitted to trading on or by any stock exchange, competent authority and/or market, the relevant Issuer will maintain a Transfer Agent with a specified office in each location required by the rules and regulations of the relevant stock exchange, competent authority and/or market. Any initial designation by the relevant Issuer or the Guarantor, as the case may be, of the Registrar or a Transfer Agent may be rescinded at any time. Each Issuer and the Guarantor may at any time designate additional Transfer Agents with respect to the Notes. So long as any Notes are listed on or by the London Stock Exchange or any other stock exchange, competent authority and/or market and the rules of such exchange, competent authority and/or market so require, the relevant Issuer will notify the holders of its Notes in the manner specified under **"Notices"** herein in the event that such Issuer appoints an agent with respect to such Notes other than the agent designated as such in this Prospectus or in the applicable Final Terms.

### **Optional Redemption**

Each applicable Final Terms will indicate either that the relevant Tranche of Notes of a Series cannot be redeemed prior to maturity (other than as provided under **"Tax Redemption"** below) or the terms on which such Notes will be redeemable at the option of the relevant Issuer and the relevant date upon which such Notes will be so redeemed (each such date, an **"Issuer Optional Redemption Date"**); provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on redemption as set forth under **"Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption"** herein. Notice of redemption to holders of Bearer Notes shall be published as described under **"Notices"** below once in each of three successive calendar weeks, the first publication to be not less than 30 nor more than 60 calendar days prior to the relevant Issuer Optional Redemption Date. Notice of redemption to holders of Registered Notes shall be provided as described under **"Notices"** below at least 30 and not more than 60 calendar days prior to the relevant Issuer Optional Redemption Date.

## Repayment at the Noteholders' Option; Repurchase

If applicable, the Final Terms applicable to the Notes of a Tranche will indicate that such Notes will be repayable at the option of the holder on a date or dates specified prior to their stated maturity date (such option, "**Optional Repayment**" and each such date, a "**Noteholder Optional Redemption Date**") and, unless otherwise specified in the applicable Final Terms, at a price equal to 100% of the principal amount thereof, together with accrued interest to, but not including, the relevant Noteholder Optional Redemption Date; provided, however, that Notes denominated in currencies other than U.S. Dollars may be subject to different restrictions on repayment as set forth under "**Special Provisions Relating to Foreign Currency Notes—Minimum Denominations, Restrictions on Maturities, Repayment and Redemption**" herein. If no Noteholder Optional Redemption Date is included with respect to a Note, such Note will not be repayable at the option of the holder prior to its maturity.

In order for such a Note to be repaid, and unless provided otherwise in the applicable Final Terms, a Paying Agent must receive at least 30 but not more than 60 calendar days prior to the Noteholder Optional Redemption Date, (i) the Note with the form entitled "**Option to Elect Repayment**" on the reverse of the Note duly completed or (ii) a telegram, facsimile transmission or letter from a commercial bank or trust company in Western Europe which must set forth the name of the holder of the Note (in the case of a Registered Note only), the principal amount of the Note, the principal amount of the Note to be repaid, the certificate number or a description of the tenor and terms of the Note, a statement that the option to elect repayment is being exercised thereby and a guarantee that the Note to be repaid, together with the duly completed form entitled "**Option to Elect Repayment**" on the reverse of the Note, will be received by the Paying Agent not later than the fifth Business Day after the date of such telegram, facsimile transmission or letter; provided, however, that such telegram, facsimile transmission or letter from a commercial bank or trust company in Western Europe shall only be effective in such case if such Note and form duly completed are received by a Paying Agent by such fifth Business Day. Exercise of the repayment option by the holder of a Note will be irrevocable. The repayment option may be exercised by the holder of a Note for less than the entire principal amount of the Note but, in that event, the principal amount of the Note remaining outstanding after repayment must be an authorized denomination. Partial redemption with respect to Notes in NGN form will be reflected in the records of Euroclear and Clearstream, Luxembourg as either pool factor (whereby a percentage reduction is applied to the nominal amount) or reduction in nominal amount, at their discretion.

The relevant Issuer and, in the case of Notes issued by an Issuer other than GE Capital, the Guarantor may at any time purchase Notes at any price in the open market or otherwise. Notes purchased by such Issuer or the Guarantor, as the case may be, will be surrendered to the Fiscal Agent for cancellation.

## Tax Redemption

### *All Notes*

All Notes of the same Series may be redeemed, at the option of the relevant Issuer, as a whole but not in part, at any time prior to maturity, upon the giving of a notice of redemption as described below if the relevant Issuer or the Guarantor, as the case may be, determines that, as a result of any change in or amendment to the laws (or any regulations or rulings promulgated thereunder) of the United States or of any political subdivision or taxing authority thereof or therein affecting taxation, or any change in official position regarding the application or interpretation of such laws, regulations or rulings, which change or amendment becomes effective on or after the date of issuance of the first Tranche of Notes of such Series (if sold on an agency basis) or the date on which a Dealer acting as principal agreed to purchase such Tranche of Notes, the relevant Issuer or the Guarantor, as the case may be, has or will become obligated to pay U.S. Additional Amounts with respect to such Notes as described under "**Payment of Additional Amounts—United States**" below. The redemption price (except as otherwise specified herein or in the applicable Final Terms) shall be equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, or in the case of Original Issue Discount Notes, 100% of the portion of the face amount thereof that has accreted on a straight-line basis to the date of redemption, or in the case of Notes issued at a premium, 100% of the issue price less the amount of the premium amortized on a straight-line basis to the date of redemption. Prior to the giving of any notice of redemption pursuant to this paragraph, the relevant Issuer or the Guarantor, as the case may be, shall deliver to the Fiscal Agent (i) a certificate stating that the relevant Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the relevant Issuer to so redeem have occurred (the date on which such certificate is delivered to the Fiscal Agent is herein called the "**Redemption Determination Date**"), and (ii) an opinion of counsel satisfactory to the Fiscal Agent to such effect based on such statement of facts; provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the relevant Issuer or the Guarantor, as the case may be, would be obligated to pay such U.S. Additional Amounts if a payment in respect of such Notes were then due.

Notice of redemption will be given not less than 30 nor more than 60 days prior to the date fixed for redemption, which date and the applicable redemption price will be specified in the notice. Such notice will be given in accordance with "**Notices**" below.

If any date fixed for redemption is a date prior to the Exchange Date for a temporary global Bearer Note, payment on such redemption date will be made subject to receipt of ownership certificates described above under "**Forms of Notes**," delivery of which is a condition to payment of such Notes.

*Notes issued by GEC Australia Funding*

All Notes of the same Series issued by GEC Australia Funding may be redeemed, at the option of GEC Australia Funding, in whole but not in part, at any time prior to maturity, upon the giving of a notice of redemption as described above if GEC Australia Funding or the Guarantor, as the case may be, determines that, as a result of any change in or amendment to the laws (or any regulations or rulings promulgated thereunder) of Australia or of any political subdivision or taxing authority thereof or therein affecting taxation, or any change in official position regarding the application or interpretation of such laws, regulations or rulings, including any change effected by guidance in any form from an official source, which change or amendment becomes effective on or after the date of issuance of the first Tranche of Notes of such Series (if sold on an agency basis) or the date on which a Dealer acting as principal agreed to purchase such Tranche of Notes, GEC Australia Funding or the Guarantor, as the case may be, has or will become obligated to pay Australian Additional Amounts with respect to the Notes as described under "**Payment of Additional Amounts—Australia**" below. The redemption price (except as otherwise specified herein or in the applicable Final Terms) shall be equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, or in the case of Original Issue Discount Notes, 100% of the portion of the face amount thereof that has accreted on a straight-line basis to the date of redemption, or in the case of Notes issued at a premium, 100% of the issue price less the amount of the premium amortized on a straight-line basis to the date of redemption. Prior to the giving of any notice of redemption pursuant to this paragraph, GEC Australia Funding or the Guarantor, as the case may be, shall deliver to the Fiscal Agent (i) a certificate stating that GEC Australia Funding is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of GEC Australia Funding to so redeem have occurred (the date on which such certificate is delivered to the Fiscal Agent is herein called the "**Redemption Determination Date**"), and (ii) an opinion of counsel satisfactory to the Fiscal Agent to such effect based on such statement of facts; provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which GEC Australia Funding or the Guarantor, as the case may be, would be obligated to pay such Australian Additional Amounts if a payment in respect of such Notes were then due.

*Notes issued by GEC Canada Funding*

All Notes of the same Series issued by GEC Canada Funding may be redeemed, at the option of GEC Canada Funding, in whole but not in part, at any time prior to maturity, upon the giving of a notice of redemption as described above if GEC Canada Funding or the Guarantor, as the case may be, determines that, as a result of any change in or amendment to the laws (or any regulations or rulings promulgated thereunder) of Canada or of any province or territory or political subdivision thereof or any authority or agency therein or thereof having power to tax, or any change in official position regarding the application or interpretation of such laws, regulations or rulings, including any change effected by guidance in any form from an official source, which change or amendment becomes effective on or after the date of issuance of the first Tranche of Notes of such Series (if sold on an agency basis) or the date on which a Dealer acting as principal agreed to purchase such Tranche of Notes, GEC Canada Funding or the Guarantor, as the case may be, has or will become obligated to pay Canadian Additional Amounts with respect to the Notes as described under "**Payment of Additional Amounts—Canada**" below. The redemption price (except as otherwise specified herein or in the applicable Final Terms) shall be equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, or in the case of Original Issue Discount Notes, 100% of the portion of the face amount thereof that has accreted on a straight-line basis to the date of redemption, or in the case of Notes issued at a premium, 100% of the issue price less the amount of the premium amortized on a straight-line basis to the date of redemption. Prior to the giving of any notice of redemption pursuant to this paragraph, GEC Canada Funding or the Guarantor, as the case may be, shall deliver to the Fiscal Agent (i) a certificate stating that GEC Canada Funding is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of GEC Canada Funding to so redeem have occurred and (ii) an opinion of counsel satisfactory to the Fiscal Agent to such effect based on such statement of facts; provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which GEC Canada Funding or the Guarantor, as the case may be, would be obligated to pay such Canadian Additional Amounts if a payment in respect of such Notes were then due.

*Notes issued by an Irish Issuer*

All Notes of the same Series issued by an Irish Issuer may be redeemed, at the option of the respective Irish Issuer, in whole but not in part, at any time prior to maturity, upon the giving of a notice of redemption as described above if the respective Irish Issuer or the Guarantor, as the case may be, determines that, as a result of any change in or amendment to the laws (or any regulations or rulings promulgated thereunder) of Ireland or of any province or territory or political subdivision thereof or any authority or agency therein or thereof having power to tax, or any change in official position regarding the application or



interpretation of such laws, regulations or rulings, including any change effected by guidance in any form from an official source, which change or amendment becomes effective on or after the date of issuance of the first Tranche of Notes of such Series (if sold on an agency basis) or the date on which a Dealer acting as principal agreed to purchase such Tranche of Notes, the respective Irish Issuer or the Guarantor, as the case may be, has or will become obligated to pay Irish Additional Amounts with respect to the Notes as described under "**Payment of Additional Amounts—Ireland**" below. The redemption price (except as otherwise specified herein or in the applicable Final Terms) shall be equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, or in the case of Original Issue Discount Notes, 100% of the portion of the face amount thereof that has accreted on a straight-line basis to the date of redemption, or in the case of Notes issued at a premium, 100% of the issue price less the amount of the premium amortized on a straight-line basis to the date of redemption. Prior to the giving of any notice of redemption pursuant to this paragraph, the relevant Irish Issuer or the Guarantor, as the case may be, shall deliver to the Fiscal Agent (i) a certificate stating that such Irish Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of such Irish Issuer to so redeem have occurred and (ii) an opinion of counsel satisfactory to the Fiscal Agent to such effect based on such statement of facts; provided that no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Irish Issuer or the Guarantor, as the case may be, would be obligated to pay such Irish Additional Amounts if a payment in respect of such Notes were then due.

#### *Special Tax Redemption of Bearer Notes*

If the relevant Issuer or, in the case of Notes issued by an Issuer other than GE Capital, the Guarantor shall determine that any payment made outside the United States by the relevant Issuer, the Guarantor (if the Guarantor is required to make payments under the relevant Guarantee) or any Paying Agent of principal or interest, including original issue discount, due in respect of any Bearer Note of any Series would, under any present or future laws or regulations of the United States, be subject to any certification, identification or other information reporting requirement of any kind, the effect of which requirement is the disclosure to the relevant Issuer, the Guarantor, any Paying Agent or any governmental authority of the nationality, residence or identity of a beneficial owner of such Bearer Note or coupon who is a United States Alien Holder (as defined in "**Payment of Additional Amounts—United States**") (other than such a requirement (a) which would not be applicable to a payment made by the relevant Issuer, the Guarantor or any Paying Agent (i) directly to the beneficial owner or (ii) to a custodian, nominee or other agent of the beneficial owner, or (b) which can be satisfied by such custodian, nominee or other agent certifying to the effect that such beneficial owner is a United States Alien Holder, provided that in each case referred to in clauses (a)(ii) and (b) payment by such custodian, nominee or agent to such beneficial owner is not otherwise subject to any such requirement), the relevant Issuer shall (with respect to Notes issued by an Issuer other than GEC Canada Funding) or may (with respect to Notes issued by GEC Canada Funding) redeem the Bearer Notes of such Series, as a whole, or, at the election of the relevant Issuer or the Guarantor, if the conditions of the next paragraph are satisfied, pay the additional amounts specified in such paragraph. The redemption price (except as otherwise specified herein or in the applicable Final Terms) shall be equal to 100% of the principal amount thereof, together with accrued interest to the date fixed for redemption, or in the case of Original Issue Discount Notes, 100% of the portion of the face amount thereof that has accreted on a straight-line basis to the date of redemption, or in the case of Notes issued at a premium, 100% of the issue price less the amount of the premium amortized on a straight-line basis to the date of redemption. The relevant Issuer or the Guarantor, as the case may be, shall make such determination and election as soon as practicable and publish prompt notice thereof (the "**Determination Notice**") stating the effective date of such certification, identification or other information reporting requirements, whether the relevant Issuer will redeem the Bearer Notes of such Series or whether the relevant Issuer or the Guarantor, as the case may be, has elected to pay the U.S. Additional Amounts specified in the next paragraph, and (if applicable) the last date by which the redemption of the Bearer Notes of such Series must take place, as provided in the next succeeding sentence. If the relevant Issuer redeems the Bearer Notes of such Series, such redemption shall take place on such date, not later than one year after the publication of the Determination Notice, as the relevant Issuer or the Guarantor, as the case may be, shall elect by notice to the Fiscal Agent at least 60 days prior to the date fixed for redemption. Notice of such redemption of the Bearer Notes of such Series will be given to the holders of such Bearer Notes not more than 60 nor less than 30 days prior to the date fixed for redemption. Such redemption notice shall include a statement as to the last date by which the Bearer Notes of such Series to be redeemed may be exchanged for Registered Notes. Notwithstanding the foregoing, the relevant Issuer shall not so redeem such Bearer Notes if the relevant Issuer or the Guarantor shall subsequently determine, not less than 30 days prior to the date fixed for redemption, that subsequent payments would not be subject to any such requirement, in which case the relevant Issuer or the Guarantor shall publish prompt notice of such determination and any earlier redemption notice shall be revoked and of no further effect. The right of the holders of Bearer Notes called for redemption pursuant to this paragraph to exchange such Bearer Notes for Registered Notes will terminate at the close of business of the Principal Paying Agent on the fifteenth day prior to the date fixed for redemption, and no further exchanges of such Series of Bearer Notes for Registered Notes shall be permitted.

If and so long as the certification, identification or other information reporting requirements referred to in the preceding paragraph would be fully satisfied by payment of a backup withholding tax or similar charge, the relevant Issuer or the Guarantor, as the case may be, may elect to pay as U.S. Additional Amounts such amounts as may be necessary so that every

net payment made outside the United States following the effective date of such requirements by the relevant Issuer, the Guarantor or any Paying Agent of principal or interest, including original issue discount, due in respect of any Bearer Note or any coupon of which the beneficial owner is a United States Alien Holder (as defined below) (but without any requirement that the nationality, residence or identity of such beneficial owner be disclosed to the relevant Issuer, the Guarantor, any Paying Agent or any governmental authority, with respect to the payment of such additional amounts), after deduction or withholding for or on account of such backup withholding tax or similar charge (other than a backup withholding tax or similar charge which (i) would not be applicable in the circumstances referred to in the third parenthetical clause of the first sentence of the preceding paragraph, or (ii) is imposed as a result of presentation of such Bearer Note or coupon for payment more than 15 days after the date on which such payment becomes due and payable or on which payment thereof is duly provided for, whichever occurs later), will not be less than the amount provided for in such Bearer Note or coupon to be then due and payable. In the event that the relevant Issuer or the Guarantor, as the case may be, elects to pay any U.S. Additional Amounts pursuant to this paragraph, the relevant Issuer shall have the right to redeem the Bearer Notes of such Series as a whole at any time pursuant to the applicable provisions of the preceding paragraph and the redemption price of such Bearer Notes shall not be reduced for applicable withholding taxes. If the relevant Issuer or the Guarantor, as the case may be, elects to pay U.S. Additional Amounts pursuant to this paragraph and the condition specified in the first sentence of this paragraph should no longer be satisfied, then the relevant Issuer shall (with respect to Notes issued by an Issuer other than GEC Canada Funding) or may (with respect to Notes issued by GEC Canada Funding) redeem the Bearer Notes of such Series as a whole, pursuant to the applicable provisions of the preceding paragraph.

### **Payment of Additional Amounts**

#### *United States*

The relevant Issuer or the Guarantor (if the Guarantor is required to make payments under the Guarantee) will, subject to certain exceptions and limitations set forth below (and subject to the right of redemption referred to under "**Tax Redemption—All Notes**") pay such additional amounts (the "**U.S. Additional Amounts**" and, together with the Australian Additional Amounts, the Canadian Additional Amounts and the Irish Additional Amounts (as such terms are hereinafter defined, the "**Additional Amounts**")) to the holder of any Note or of any coupon appertaining thereto who is a United States Alien Holder (as defined below) as may be necessary in order that every net payment of the principal of and interest, including original issue discount, on such Note and any other amounts payable on such Note, after withholding for or on account of any present or future tax, assessment or governmental charge imposed upon or as a result of such payment by the United States (or any political subdivision or taxing authority thereof or therein), will not be less than the amount provided for in such Note or coupon to be then due and payable. However, the relevant Issuer or the Guarantor, as the case may be, will not be required to make any payment of U.S. Additional Amounts to any such holder for or on account of:

- (a) any such tax, assessment or other governmental charge which would not have been so imposed but for (i) the existence of any present or former connection between such holder (or between a fiduciary, settlor, beneficiary, member or shareholder of such holder, if such holder is an estate, a trust, a partnership or a corporation) and the United States, including, without limitation, such holder (or such fiduciary, settlor, beneficiary, member or shareholder) being or having been a citizen or resident thereof or being or having been engaged in a trade or business or present therein or having, or having had, a permanent establishment therein or (ii) the presentation, where required, by the holder of any such Note or coupon for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;
- (b) any estate, inheritance, gift, sales, transfer or personal property tax or any similar tax, assessment or governmental charge;
- (c) any tax, assessment or other governmental charge imposed by reason of such holder's past or present status as a personal holding company or foreign personal holding company or controlled foreign corporation or passive foreign investment company with respect to the United States or as a corporation which accumulates earnings to avoid United States federal income tax or as a private foundation or other tax-exempt organization;
- (d) any tax, assessment or other governmental charge which is payable otherwise than by withholding from payments on or in respect of any Note;
- (e) any tax, assessment or other governmental charge which would not have been imposed but for the failure to comply with certification, information or other reporting requirements concerning the nationality, residence or identity of the holder or beneficial owner of such Note, if such compliance is required by statute or by regulation of the United States or of any political subdivision or taxing authority thereof or therein as a precondition to relief or exemption from such tax, assessment or other governmental charge;

(f) any tax, assessment or other governmental charge imposed by reason of such holder's past or present status as the actual or constructive owner of 10% or more of the total combined voting power of all classes of stock entitled to vote of the relevant Issuer or of the Guarantor or as a direct or indirect affiliate of the relevant Issuer or of the Guarantor;

(g) any tax, assessment or other governmental charge required to be deducted or withheld by any Paying Agent from a payment on a Note or coupon, if such payment can be made without such deduction or withholding by any other Paying Agent; or

(h) any combination of two or more of items (a), (b), (c), (d), (e), (f) and (g);

nor shall U.S. Additional Amounts be paid with respect to any payment on a Note to a United States Alien Holder who is a fiduciary or partnership or other than the sole beneficial owner of such payment to the extent such payment would be required by the laws of the United States (or any political subdivision thereof) to be included in the income, for tax purposes, of a beneficiary or settlor with respect to such fiduciary or a member of such partnership or a beneficial owner who would not have been entitled to the U.S. Additional Amounts had such beneficiary, settlor, member or beneficial owner been the holder of the Note.

The term "**United States Alien Holder**" means any holder of a Note who is not a United States Person (as defined in "**Forms of Notes – Provisions Relating to Bearer Notes**").

#### *Australia*

All payments of principal and interest in respect of Notes issued by GEC Australia Funding and coupons relating thereto will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Commonwealth of Australia or any political subdivision thereof, or any authority or agency therein or thereof having power to tax, unless the withholding or deduction of such taxes, duties, assessments or governmental charges is required by law or the application, administration or interpretation thereof. In that event, GEC Australia Funding or the Guarantor (if the Guarantor is required to make payments under the Guarantee) shall pay (subject to the right of redemption referred to under "**Tax Redemption—Notes Issued by GEC Australia Funding**" above), such additional amounts (the "**Australian Additional Amounts**") as may be necessary in order that the net amounts received by the holders of such Notes and coupons after such withholding or deduction shall equal the net payment in respect of such Notes or coupons which otherwise would have been received by them in respect of such Notes or coupons, as the case may be, in the absence of such withholding or deduction, except that no Australian Additional Amounts shall be payable with respect to any such Note or coupon presented for payment:

(a) by or on behalf of a holder who is subject to such taxes, duties, assessments or governmental charges by reason of his being resident or deemed to be resident in Australia or otherwise than merely by the holding or use or deemed holding or use outside Australia or ownership as a non-resident of Australia of such Notes or coupons;

(b) by or on behalf of a holder who is a resident of Australia where no additional amount would have been required to be paid had a tax file number, Australian business number or other exemption details been quoted to GEC Australia Funding in respect of the relevant Note before the due date for payment in respect of the relevant Note ("**resident**" and "**tax file number**" and "**Australian business number**" having the same meaning for this purpose as they have for the purposes of the Income Tax Assessment Act 1936 (the "**Australian Tax Act**"), Income Tax Assessment Act 1997 and the Taxation Administration Act 1953 (each as amended) of Australia);

(c) by or on behalf of a holder who is subject to such taxes, duties, assessments or government charges which would not have been so imposed but for the presentation by the holder of any such Note or coupon for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(d) if the holder of such Note or coupon or any entity which directly or indirectly has an interest in or right in respect of such Note or coupon is a "**resident of Australia**" or a "**non-resident**" who is engaged in carrying on business in Australia at or through a "**permanent establishment**" of that non-resident in Australia (the expressions "**resident of Australia**", "**non-resident**" and "**permanent establishment**" having the meanings given to them by the Australian Tax Act) if, and to the extent that, Section 126 of the Australian Tax Act (or any equivalent provision) requires GEC Australia Funding to pay income tax in respect of interest payable on such Note or coupon and the income tax would not be payable were the holder or such entity not such a "**resident of Australia**" or "**non-resident**"; or

(e) by or on behalf of a holder who is an associate of GEC Australia Funding within the meaning of section 128F of the Australian Tax Act where interest withholding tax is payable in respect of that payment by reason of Section 128F(6) of that Act.

## *Canada*

All payments of principal and interest in respect of Notes issued by GEC Canada Funding and coupons relating thereto will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Government of Canada or any province or territory or political subdivision thereof or any authority or agency therein or thereof having power to tax unless the withholding or deduction of such taxes, duties, assessments or charges is required by law or the application, administration or interpretation thereof. In that event, GEC Canada Funding or the Guarantor (if the Guarantor is required to make payments under the Guarantee) shall pay (subject to the right of redemption referred to under "**Tax Redemption—Notes issued by GEC Canada Funding**" above) such additional amounts (the "**Canadian Additional Amounts**") as may be necessary in order that the net amounts received by the holders of such Notes and coupons after such withholding or deduction shall equal the net payment in respect of such Notes or coupons which otherwise would have been received by them in respect of such Notes or coupons, as the case may be, in the absence of such withholding or deduction, except that no Canadian Additional Amounts shall be payable with respect to any such Note or coupon presented for payment:

- (a) by or on behalf of a holder who is subject to such taxes, duties, assessments or charges otherwise than merely by the holding or use or ownership or deemed holding or use outside Canada or ownership as a non-resident of Canada of such Note or coupon;
- (b) by or on behalf of a holder in respect of whom such taxes, duties, assessments or charges are required to be withheld or deducted by reason of the holder being a person with whom GEC Canada Funding is not dealing at arm's length (within the meaning of the Income Tax Act (Canada)); or
- (c) more than 15 days after the Relevant Date (as defined below), except to the extent that the holder thereof would have been entitled to such Canadian Additional Amounts on presenting such Note or coupon for payment on the last day of such period of 15 days.

The term "**Relevant Date**" means the later of (i) the date on which payment in respect of the Note or coupon becomes due and payable; and (ii) if the full amount of the moneys payable on such date has not been received by the Fiscal Agent on or prior to such date, the date on which, the full amount of such moneys having been so received, notice of such receipt is duly published in accordance with the terms set out under "**Notices**" below.

## *Ireland*

All payments of principal and interest in respect of Notes issued by an Irish Issuer and coupons relating thereto will be made without withholding of or deduction for, or on account of, any present or future taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of the Government of Ireland or any authority or agency therein or thereof having power to tax unless the withholding or deduction of such taxes, duties, assessments or charges is required by law or the application, administration or interpretation thereof. In that event, the respective Irish Issuer or the Guarantor (if the Guarantor is required to make payments under the Guarantee) shall pay (subject to right of redemption referred to under "**Tax Redemption—Notes issued by an Irish Issuer**" above) such additional amounts (the "**Irish Additional Amounts**") as may be necessary in order that the net amounts received by the holders of such Notes and coupons after such withholding or deduction shall equal the net payment in respect of such Notes or coupons which otherwise would have been received by them in respect of such Notes or coupons, as the case may be, in the absence of such withholding or deduction, except that no Irish Additional Amounts shall be payable with respect to any such Note or coupon presented for payment:

- (a) by or on behalf of a holder who is subject to such taxes, duties, assessments or charges otherwise than merely by the holding or use or ownership or deemed holding or use outside Ireland or ownership as a non-resident of Ireland of such Note or coupon;
- (b) by or on behalf of a holder who is subject to such taxes, duties, assessments or charges or government charges which would not have been so imposed but for the presentation by the holder of any such Note or coupon for payment on a date more than 15 days after the date on which such payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later; or
- (c) by or on behalf of a holder who is subject to such taxes, duties, assessments or charges or government charges which are deducted or withheld by an Irish Paying Agent, if the payment could have been made by another Paying Agent without such deduction or withholding.

There is also no obligation of the Issuer to pay such additional amounts if such deduction or withholding of taxes, duties or governmental charges could be prevented or reduced by the fulfillment of information or other obligations.

## European Union

Each relevant Issuer or the Guarantor, as the case may be, will not be required to make any payment of Additional Amounts to any such holder for or on the account of:

- (a) any tax, duty, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of, or interest on, any Note, if such payment can be made without such withholding by any other Paying Agent in a member state of the European Union; or
- (b) any tax, duty, assessment or other governmental charge required to be imposed or withheld on a payment to an individual and such deduction or withholding is required to be made pursuant to any European Union Directive on the taxation of savings or any law implementing or complying with, or introduced in order to conform to, such Directive.

## Interest and Interest Rates

Capitalized terms used but not defined in this section "**Interest and Interest Rates**" or elsewhere in this Prospectus shall have the meanings assigned to such terms as set forth in the Glossary.

### *General*

Unless otherwise specified in the applicable Final Terms, each Note will bear interest at either:

- (a) a fixed rate; or
- (b) a floating rate determined by reference to an interest rate basis, which may be adjusted by a Spread and/or Spread Multiplier. Any Floating Rate Note may also have either or both of the following:
  - (i) a maximum interest rate limitation, or ceiling, on the rate at which interest may accrue during any interest period; and
  - (ii) a minimum interest rate limitation, or floor, on the rate at which interest may accrue during any interest period.

The applicable Final Terms will designate:

- (a) a fixed rate per annum, in which case such Notes will be "**Fixed Rate Notes**"; or
- (b) one or more of the following interest rate bases as applicable to such Notes, in which case such Notes will be "**Floating Rate Notes**":
  - (i) the CD Rate, in which case such Notes will be "**CD Rate Notes**";
  - (ii) the Commercial Paper Rate, in which case such Notes will be "**Commercial Paper Rate Notes**";
  - (iii) the Eleventh District Cost of Funds Rate, in which case such Notes will be "**Eleventh District Cost of Funds Rate Notes**";
  - (iv) the Federal Funds Rate, in which case such Notes will be "**Federal Funds Rate Notes**";
  - (v) LIBOR, in which case such Notes will be "**LIBOR Notes**";
  - (vi) EURIBOR, in which case such Notes will be "**EURIBOR Notes**";
  - (vii) the Treasury Rate, in which case such Notes will be "**Treasury Rate Notes**";
  - (viii) the Prime Rate, in which case such Notes will be "**Prime Rate Notes**"; or
  - (ix) such other interest rate basis or formula as is set forth in such Final Terms.

Each Note will bear interest from its date of issue or from the most recent date to which interest on such Note has been paid or duly provided for, at the annual rate, or at a rate determined pursuant to an interest rate formula, stated therein. Interest will accrue on a Note until the principal thereof is paid or made available for payment.

Interest will be payable on each Interest Payment Date and at maturity or on redemption or repayment, if any, except for:

- (a) certain Original Issue Discount Notes; and
- (b) Notes originally issued between a Regular Record Date and an Interest Payment Date.

The first payment of interest on any Registered Note originally issued between a Regular Record Date and an Interest Payment Date will be made on the Interest Payment Date following the next succeeding Regular Record Date. Such interest will be payable by the Issuer to the registered owner on such next Regular Record Date. The relevant Issuer may vary the interest rates and interest rate formulae from time to time, but no such change will affect any Note theretofore issued or which the relevant Issuer has agreed to issue.

Interest will be payable on a Registered Note to the person in whose name such Note is registered at the close of business on the Regular Record Date next preceding the Interest Payment Date; provided, however, that:

- (a) if the relevant Issuer or the Guarantor, as the case may be, fails to pay such interest on such Interest Payment Date, such defaulted interest will be paid to the person in whose name such Registered Note is registered at the close of business on the record date to be established for the payment of defaulted interest; and
- (b) interest payable at maturity, redemption or repayment will be payable to the person to whom principal shall be payable.

Unless otherwise indicated in the applicable Final Terms:

- (a) for Fixed Rate Notes, the Interest Payment Dates and any Regular Record Dates shall be as described below under "**Fixed Rate Notes**"; and
- (b) for Floating Rate Notes:
  - (i) the Interest Payment Dates shall be as indicated in the applicable Final Terms and in such Note; and
  - (ii) any Regular Record Date will be the fifteenth calendar day (whether or not a Business Day) next preceding each Interest Payment Date.

#### *Fixed Rate Notes*

*General.* Each Fixed Rate Note will bear interest at the annual rate specified in the Note and in the applicable Final Terms (the "**Fixed Rate of Interest**"). Interest on the Fixed Rate Notes will be paid on the dates specified in the applicable Final Terms (each, a "**Fixed Interest Payment Date**"). The Regular Record Dates for Fixed Rate Notes in registered form will be on the dates specified in the applicable Final Terms. In the event that any Fixed Interest Payment Date or Maturity Date for any Fixed Rate Note is not a Business Day, interest on such Fixed Rate Note will be paid on the next succeeding Business Day without additional interest. If interest is required to be calculated for a period other than a Fixed Interest Period (as defined below), such interest shall be calculated by applying the Fixed Rate of Interest to each specified denomination of the Notes of such Series, multiplying such sum by the applicable Fixed Day Count Fraction, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards, or otherwise in accordance with applicable market convention.

*Day Count Fraction.* Unless otherwise indicated in the applicable Final Terms, "**Fixed Day Count Fraction**" means:

- (1) in the case of Notes denominated in a currency other than U.S. Dollars, "**Actual/Actual (ICMA)**" meaning:
  - (a) in the case of Notes where the number of days in the relevant period from (and including) the most recent Fixed Interest Payment Date (or, if none, the interest commencement date (the "**Interest Commencement Date**") (as specified in the applicable Final Terms)) to (but excluding) the relevant payment date (the "**Calculation Period**") is equal to or shorter than the Determination Period (as defined below) during which the Calculation Period ends, the number of days in such Calculation Period divided by the product of (1) the number of days in such Determination Period and (2) the number of determination dates (each, a "**Determination Date**") (as specified in the applicable Final Terms) that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; or
  - (b) in the case of Notes where the Calculation Period is longer than the Determination Period during which the Calculation Period ends, the sum of:
    - (i) the number of days in such Calculation Period falling in the Determination Period in which the Calculation Period begins divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates (as specified in the applicable Final Terms) that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; and
    - (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of (x) the number of days in such Determination Period and (y) the number of Determination Dates that would occur in one calendar year, assuming interest was to be payable in respect of the whole of that year; and

(2) in the case of Notes denominated in U.S. Dollars "**30/360**", meaning the number of days in the period from and including the most recent Fixed Interest Payment Date (or, if none, the Interest Commencement Date (as specified in the applicable Final Terms)) to but excluding the relevant payment date (such number of days being calculated on the basis of 12 30-day months) divided by 360.

Where:

**"Determination Period"** means the period from (and including) a Determination Date to (but excluding) the next Determination Date (including, where either the Interest Commencement Date (as specified in the applicable Final Terms) or the final Fixed Interest Payment Date is not a Determination Date, the period commencing on the first Determination Date prior to, and ending on the first Determination Date falling after, such date).

**"Fixed Interest Period"** means the period from (and including) a Fixed Interest Payment Date (or, if none, the Interest Commencement Date (as specified in the applicable Final Terms)) to (but excluding) the next (or first) Fixed Interest Payment Date.

**"sub-unit"** means, with respect to any currency other than euro, the lowest amount of such currency that is available as legal tender in the country of such currency and, with respect to euro, means one cent.

#### *Floating Rate Notes*

##### *General*

Floating Rate Notes generally will be issued as described below. Each applicable Final Terms will specify certain terms with respect to which such Floating Rate Note is being delivered, including:

- (a) whether such Floating Rate Note is a Regular Floating Rate Note, a Floating Rate/Fixed Rate Note or an Inverse Floating Rate Note;
- (b) the Interest Rate Basis or Bases, Initial Interest Rate, Interest Reset Dates, Interest Reset Period, Regular Record Dates (if any) and Interest Payment Dates;
- (c) the Index Maturity;
- (d) the Spread and/or Spread Multiplier, if any;
- (e) the maximum interest rate and minimum interest rate, if any; and
- (f) the Designated LIBOR Currency, if one or more of the specified Interest Rate Bases is LIBOR.

The relevant Issuer may change the Spread, Spread Multiplier, Index Maturity and other variable terms of the Floating Rate Notes from time to time. However, no such change will affect any Floating Rate Note previously issued or as to which an offer has been accepted by such Issuer.

The interest rate in effect on each day shall be:

- (a) if such day is an Interest Reset Date, the interest rate determined on the Interest Determination Date immediately preceding such Interest Reset Date; or
- (b) if such day is not an Interest Reset Date, the interest rate determined on the Interest Determination Date immediately preceding the next preceding Interest Reset Date.

##### *Regular Floating Rate Note; Floating Rate/Fixed Rate Note; Inverse Floating Rate Note*

The Interest Rate Basis applicable to each Regular Floating Rate Note, Floating Rate/Fixed Rate Note and Inverse Floating Rate Note may be subject to a Spread or Spread Multiplier, provided that the interest rate on an Inverse Floating Rate Note will not be less than zero. If a Floating Rate Note is designated as having an Addendum attached as specified on the face thereof, the Floating Rate Note shall bear interest in accordance with the terms described in such Addendum and the applicable Final Terms. See "Other Provisions, Addenda" below.

**Regular Floating Rate Note.** A Regular Floating Rate Note will bear interest at the rate determined by reference to the applicable Interest Rate Basis. The rate at which interest shall be payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

- (a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate; and
- (b) the interest rate in effect for the ten calendar days immediately prior to a Maturity Date shall be that in effect on the tenth calendar day preceding such Maturity Date, unless otherwise specified in the applicable Final Terms.

*Floating Rate/Fixed Rate Note.* A Floating Rate/Fixed Rate Note will initially bear interest at the rate determined by reference to the applicable Interest Rate Basis. The rate at which interest shall be payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

- (a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate;
- (b) the interest rate in effect for the ten calendar days immediately prior to the Fixed Rate Commencement Date shall be that in effect on the tenth calendar day preceding the Fixed Rate Commencement Date, unless otherwise specified in the applicable Final Terms; and
- (c) the interest rate in effect commencing on, and including, the Fixed Rate Commencement Date to the Maturity Date shall be the Fixed Interest Rate, if such rate is specified in the applicable Final Terms, or if no such Fixed Interest Rate is so specified and the Floating Rate/Fixed Rate Note is still outstanding on such day, the interest rate in effect thereon on the day immediately preceding the Fixed Rate Commencement Date.

*Inverse Floating Rate Note.* An Inverse Floating Rate Note will bear interest equal to the Fixed Interest Rate specified in the related Final Terms minus the rate determined by reference to the Interest Rate Basis. The rate at which interest is payable shall be reset as of each Interest Reset Date commencing on the Initial Interest Reset Date. However:

- (a) the interest rate in effect for the period from the Original Issue Date to the Initial Interest Reset Date will be the Initial Interest Rate; and
- (b) the interest rate in effect for the ten calendar days immediately prior to a Maturity Date shall be that in effect on the tenth calendar day preceding such Maturity Date, unless otherwise specified in the applicable Final Terms.

#### *Interest Rate Bases*

Each Floating Rate Note will have one or more interest rate bases. The formula may be based on:

- (a) the CD Rate
- (b) the Commercial Paper Rate
- (c) the Eleventh District Cost of Funds Rate
- (d) the Federal Funds Rate
- (e) LIBOR
- (f) EURIBOR
- (g) the Treasury Rate
- (h) the Prime Rate
- (i) the lowest of two or more Interest Rate Bases
- (j) such other rate specified in the applicable Final Terms.

#### *Date of Interest Rate Change*

The interest rate on each Floating Rate Note may be reset daily, weekly, monthly, quarterly, semiannually or annually, as specified in the applicable Final Terms (this period is the "**Interest Reset Period**" and the first day of each Interest Reset Period is the "**Interest Reset Date**").

If an Interest Reset Date for any Floating Rate Note falls on a day that is not a Business Day, it will be postponed to the following Business Day, except that, in the case of LIBOR Notes and EURIBOR Notes, if that Business Day is in the next calendar month, the Interest Reset Date will be the immediately preceding Business Day.

#### *How Interest is Calculated*

*General.* The relevant Issuer will appoint a calculation agent to calculate interest rates on the Floating Rate Notes. Unless otherwise specified in the applicable Final Terms, JPMorgan Chase Bank, N.A. will be the calculation agent for each Series of Floating Rate Notes. Floating Rate Notes will accrue interest from and including the original issue date or the last date to which the Issuer has paid or provided for interest, to but excluding the applicable Interest Payment Date, as described below, or the Maturity Date, as the case may be. However, in the case of Registered Notes that are Floating Rate Notes on which the interest rate is reset daily or weekly, each interest payment will include interest accrued from and including the date of issue or from but excluding the last Regular Record Date to which interest has been paid, through and including the Regular Record Date next preceding the applicable Interest Payment Date, and provided further that the interest payments on Floating Rate Notes made on the Maturity Date will include interest accrued to but excluding such Maturity Date.

*Day Count Fraction.* The amount of interest (the "**Interest Amount**") payable on any Series of Floating Rate Notes shall be calculated with respect to each specified denomination of such Floating Rate Notes of such Series for the relevant Interest



Reset Period. Each Interest Amount shall be calculated by applying the relevant Interest Rate Basis, Spread and/or Spread Multiplier to each specified denomination and multiplying such sum by the applicable Floating Day Count Fraction.

**"Floating Day Count Fraction"** means, in respect of the calculation of the Interest Amount for any Interest Reset Period:

- (a) if **"Actual/365"**, **"Actual/Actual"** or **"Actual/Actual (ISDA)"** is specified in the applicable Final Terms, the actual number of days in the Interest Reset Period divided by 365 (or, if any proportion of that Interest Reset Period falls in a leap year, the sum of (A) the actual number of days in that portion of the Interest Reset Period falling in a leap year divided by 366 and (B) the actual number of days in that portion of the Interest Reset Period falling in a non-leap year divided by 365);
- (b) if **"Actual/365 (Fixed)"** is specified in the applicable Final Terms, the actual number of days in the Interest Reset Period divided by 365;
- (c) if **"Actual/360"** is specified in the applicable Final Terms, the actual number of days in the Interest Reset Period divided by 360;
- (d) if **"30/360"**, **"360/360"** or **"Bond Basis"** is specified in the applicable Final Terms, the number of days in the Interest Reset Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day months (unless (a) the last day of the Interest Reset Period is the 31<sup>st</sup> day of a month but the first day of the Interest Reset Period is a day other than the 30th or 31st day of the month, in which case the month that includes that last day shall not be considered to be shortened to a 30-day month, or (b) the last day of the Interest Reset Period is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month)); and
- (e) if **"30E/360"** or **"Eurobond Basis"** is specified in the applicable Final Terms, the number of days in the Interest Reset Period divided by 360 (the number of days to be calculated on the basis of a year of 360 days with 12 30-day month, without regard to the date of the first day or last day of the Interest Reset Period unless, in the case of an Interest Reset Period ending on the Maturity Date, the Maturity Date is the last day of the month of February, in which case the month of February shall not be considered to be lengthened to a 30-day month).

Unless otherwise specified in the applicable Final Terms, the Day Count Fraction in respect of the calculation of the Interest Amount on any Floating Rate Note will (a) in the case of a Note denominated in U.S. Dollars, be Actual/360; (b) in the case of a Note denominated in Sterling, be Actual/365 (Sterling); or (c) in the case of a Note denominated in any other Specified Currency, be Actual/365. Notes for which the interest rate may be calculated with reference to two or more Interest Rate Bases will be calculated in each period by selecting one such Interest Rate Basis for such period. For these calculations, the interest rate in effect on any Interest Reset Date will be the new reset rate.

The calculation agent will round all percentages resulting from any calculation of the rate of interest on a Floating Rate Note, to the nearest 1/100,000 of 1% (0.0000001), with five one-millionths of a percentage point rounded upward (e.g. 9.876545% (or 0.09876545) would be rounded to 9.87655% (or 0.0987655)) and the calculation agent will round all currency amounts used in or resulting from any calculation to the nearest one-hundredth of a unit (with 0.005 of a unit being rounded upward).

The calculation agent will promptly notify the Fiscal Agent of each determination of the interest rate. The calculation agent will also notify the relevant stock exchange, competent authority and/or market (in the case of Notes that are listed or admitted to trading on or by a stock exchange, competent authority and/or market) and the Paying Agents of the interest rate, the interest amount, the interest period and the Interest Payment Date related to each Interest Reset Date as soon as such information is available. The Paying Agents will make such information available to the holders of Notes. The Fiscal Agent will, upon the request of the holder of any Floating Rate Note, provide the interest rate then in effect and, if determined, the interest rate which will become effective as a result of a determination made with respect to the most recent Interest Determination Date relating to such Note.

So long as any Notes are listed on or by any exchange, competent authority and/or market and the rules of such exchange(s), competent authority(ies) market(s) so require, the relevant Issuer and the Guarantor shall maintain a calculation agent for the Notes of such Issuer, and the relevant Issuer will notify the holders of its Notes in the manner specified under **"Notices"** herein in the event that such Issuer appoints a calculation agent with respect to such Notes other than the calculation agent designated as such in the applicable Final Terms.

#### *When Interest is Paid*

The relevant Issuer will pay interest on Floating Rate Notes on the dates specified in the applicable Final Terms. Each such date upon which the relevant Issuer is required to pay interest is an "**Interest Payment Date**". The relevant Issuer will also pay interest on the relevant Floating Rate Notes at the Maturity Date.

If an Interest Payment Date (other than the Maturity Date) for a Floating Rate Note falls on a day that is not a Business Day, the Issuer will postpone payment of interest to the following Business Day at which time the Issuer will pay additional interest that has accrued up to but excluding such following Business Day, except that if that Business Day would fall in the next calendar month, the Interest Payment Date will be the immediately preceding Business Day.

If the Maturity Date for a Floating Rate Note falls on a day that is not a Business Day, the Issuer will make the payment on the next Business Day, without additional interest.

#### *Date of Interest Rate Determination*

The interest rate for each Interest Reset Period commencing on the Interest Reset Date will be the rate determined on the relevant Interest Determination Date for such Interest Reset Date for the relevant type of Floating Rate Note, as set forth in the Glossary or otherwise in the relevant Final Terms.

#### *Types of Floating Rate Notes*

##### *CD Rate Notes*

Each CD Rate Note will bear interest at a specified rate that will be reset periodically based on the CD Rate and any Spread and/or Spread Multiplier.

"**CD Rate**" means, with respect to any Interest Determination Date, the rate on that Interest Determination Date for negotiable certificates of deposit having the specified Index Maturity as published in H.15(519) under the heading "**CDs (secondary market)**".

The following procedures will apply if the rate cannot be set as described above:

- (a) If the rate is not published in H.15(519) prior to 3:00 p.m., New York City time, on the Interest Determination Date, then the CD Rate will be the rate for negotiable certificates of deposit having the specified Index Maturity as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**CDs (secondary market)**".
- (b) If the rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the CD Rate will be the average of the secondary market offered rates, as of 10:00 a.m., New York City time, of three leading non-bank dealers of negotiable U.S. Dollar certificates of deposit in the City of New York selected by the calculation agent for negotiable certificates of deposit of major money market banks with a remaining maturity closest to the specified Index Maturity in a denomination of \$5,000,000.
- (c) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

##### *Commercial Paper Rate Notes*

Each Commercial Paper Rate Note will bear interest at a specified rate that will be reset periodically based on the Commercial Paper Rate and any Spread and/or Spread Multiplier.

"**Commercial Paper Rate**" means, with respect to any Interest Determination Date, the Money Market Yield of the rate on that Interest Determination Date for commercial paper having the specified Index Maturity as published in H.15(519) under the heading "**Commercial Paper Nonfinancial**".

The following procedures will apply if the rate cannot be set as described above:

- (a) If the rate is not published in H.15(519) prior to 3:00 p.m., New York City time, on the Interest Determination Date, then the Commercial Paper Rate will be the Money Market Yield of the rate for commercial paper having the specified Index Maturity as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**Commercial Paper Nonfinancial**".
- (b) If the rate is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the Commercial Paper Rate will be the Money Market Yield of the average for the offered rates, as of 11:00 a.m., New York City time, on that Interest Determination Date, of three leading dealers of commercial paper in The City of New York selected by the calculation agent for commercial paper having the

specified Index Maturity placed for an industrial issuer whose bond rating is "AA", or the equivalent, by a nationally recognized rating agency.

(c) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

#### *Eleventh District Cost of Funds Rate Notes*

Each Eleventh District Cost of Funds Rate Note will bear interest at a specified rate that will be reset periodically based on the Eleventh District Cost of Funds Rate and any Spread and/or Spread Multiplier.

**"Eleventh District Cost of Funds Rate"** means, with respect to any Interest Determination Date, the rate equal to the monthly weighted average cost of funds for the calendar month preceding such Interest Determination Date as set forth under the caption **"11th District"** on Reuters Screen COFI/ARMS (or such other page as is specified in the applicable Final Terms) as of 11:00 a.m. San Francisco time, on such Interest Determination Date.

The following procedures will apply if the rate cannot be set as described above:

(a) If such rate does not appear on Reuters Screen COFI/ARMS, the Eleventh District Cost of Funds Rate shall be the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District that was most recently announced by the Federal Home Loan Bank of San Francisco as such cost of funds for the calendar month preceding the date of such announcement.

(b) If the Federal Home Loan Bank of San Francisco fails to announce such rate for the calendar month next preceding such Interest Determination Date, then the Eleventh District Cost of Funds Rate will be the same as the rate used in the prior interest period.

#### *Federal Funds Rate Notes*

Each Federal Funds Rate Note will bear interest at a specified rate that will be reset periodically based on the Federal Funds Rate and any Spread and/or Spread Multiplier.

**"Federal Funds Rate"** means, with respect to any Interest Determination Date, the rate on specified dates for federal funds published in H.15(519) prior to 11:00 a.m., New York City time, under the heading **"Federal Funds Effective"**, as such rate is displayed on Telerate Page 120 (or any other pages as may replace such pages on such service).

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate does not appear on Telerate Page 120 (or any other pages as may replace such pages on such service) or is not published in H.15(519) prior to 11:00 a.m., New York City time, on the Interest Determination Date, then the Federal Funds Rate will be the rate on such Interest Determination Date published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption **"Federal Funds (Effective)"**.

(b) If the rate does not appear on Telerate Page 120 (or any other pages as may replace such pages on such service) or is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, the Federal Funds Rate will be the average of the rates, as of 11:00 a.m., New York City time, on that Interest Determination Date, for the last transaction in overnight federal funds arranged by three leading brokers of federal funds transactions in The City of New York selected by the calculation agent.

(c) If fewer than three brokers are providing quotes, the rate will be the same as the rate used in the prior interest period.

#### *LIBOR Notes*

Each LIBOR Note will bear interest at a specified rate that will be reset periodically based on LIBOR and any Spread and/or Spread Multiplier.

The calculation agent will determine LIBOR on each Interest Determination Date as follows:

(a) With respect to any Interest Determination Date, LIBOR will be generally determined as either:

(i) If at least two offered rates appear on the Designated LIBOR Page, the average of the offered rates for deposits in the Designated LIBOR Currency having the specified Index Maturity beginning on the relevant Interest Reset Date, that appear on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date; or

(ii) If fewer than two offered rates appear on the Designated LIBOR Page, the rate for deposits in the London interbank market in the Designated LIBOR Currency having the specified Index Maturity beginning on the relevant

Interest Reset Date, that appears on the Designated LIBOR Page as of 11:00 a.m., London time, on that Interest Determination Date.

If no rate appears on the Designated LIBOR Page, LIBOR for that Interest Determination Date will be determined based on the rates on that Interest Determination Date at approximately 11:00 a.m., London time, at which deposits on that date in the Designated LIBOR Currency for the period of the specified Index Maturity beginning on the relevant Interest Reset Date are offered to prime banks in the London interbank market by four major banks (one of which may be an affiliate of the calculation agent) in that market selected by the calculation agent and in a Representative Amount.

The calculation agent will request the principal London office of each of these banks to quote its rate. If the calculation agent receives at least two quotations, LIBOR will be the average of those quotations.

(b) If the calculation agent receives fewer than two quotations, LIBOR will be the average of the rates quoted at approximately 11:00 a.m., New York City time, on the Interest Determination Date by three major banks (one of which may be an affiliate of the calculation agent) in the Principal Financial Center selected by the calculation agent. The rates will be for loans in the Designated LIBOR Currency to leading European banks having the specified Index Maturity beginning on the relevant Interest Reset Date and in a Representative Amount.

(c) If fewer than three banks provide quotes, the rate will be the same as the rate used in the prior interest period.

#### *EURIBOR Notes*

Each EURIBOR Note will bear interest at a specified rate that will be reset periodically based on EURIBOR and any Spread and/or Spread Multiplier.

"**EURIBOR**" means, with respect to each Interest Determination Date, the rate for deposits in euro having the Index Maturity beginning on the relevant Interest Reset Date that appears on the Designated EURIBOR Page as of 11:00 a.m., Brussels time, on that Interest Determination Date.

The following procedures will apply if the rate cannot be set as described above:

(a) If such rate does not appear on the Designated EURIBOR Page as of 11:00 a.m., Brussels time, on the related Interest Determination Date, then the calculation agent will request the principal offices of four major banks (one of which may be an affiliate of the calculation agent) in the Euro-zone selected by the calculation agent to provide such bank's offered quotation to prime banks in the Euro-zone interbank market for deposits in euro having the Index Maturity beginning on the relevant Interest Reset Date as of 11:00 a.m., Brussels time, on such Interest Determination Date and in a Representative Amount. If at least two quotations are provided, EURIBOR for that date will be the average (if necessary rounded upwards) of the quotations.

(b) If fewer than two quotations are provided, EURIBOR will be the average (if necessary rounded upwards) of the rates quoted by major banks (which may include an affiliate of the calculation agent) in the Euro-zone, selected by the calculation agent, at approximately 11:00 a.m., Brussels time, on the Interest Determination Date for loans in euro to leading European banks for a period of time corresponding to the Index Maturity beginning on the relevant Interest Reset Date and in a Representative Amount.

(c) If no rates are quoted by major banks, the rate will be the same as the rate used for the prior interest period.

#### *Treasury Rate Notes*

Each Treasury Rate Note will bear interest at a specified rate that will be revised periodically based on the Treasury Rate and any Spread and/or Spread Multiplier.

"**Treasury Rate**" means, with respect to any Interest Determination Date, the rate for the most recent auction of direct obligations of the United States ("**Treasury bills**") having the specified Index Maturity as it appears under the caption "[**HIGH RATE**]" on page 56 or page 57 of Telerate (or any other pages as may replace such pages on such service).

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not so published by 3:00 p.m., New York City time, on the Interest Determination Date, the rate will be the auction average rate for such Treasury bills (expressed as a bond equivalent, on the basis of a year of 365 or 366 days as applicable, and applied on a daily basis) for such auction as otherwise announced by the U.S. Department of the Treasury.

(b) If the results of the auction of Treasury bills are not so published by 3:00 p.m., New York City time, on the Interest Determination Date, or if no such auction is held, the Treasury Rate will be the rate (expressed as a bond equivalent on the

basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) on such Interest Determination Date of such Treasury bills having the specified Index Maturity as published in H.15(519) under the caption "**U.S. Government Securities/Treasury Bills/Auction high.**"

(c) If such rate is not so published in H.15(519) by 3:00 p.m., New York City time, on the related Interest Determination Date, the rate on such Interest Determination Date of such Treasury bills will be as published in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate, under the caption "**U.S. Government Securities/Treasury Bills/Auction high.**"

(d) If such rate is not yet published in H.15(519), H.15 Daily Update or another recognized electronic source, then the Treasury Rate will be a yield to maturity (expressed as a bond equivalent on the basis of a year of 365 or 366 days, as applicable, and applied on a daily basis) of the average of the secondary market bid rates as of approximately 3:30 p.m., New York City time, on the Interest Determination Date, of three leading primary U.S. government securities dealers in The City of New York selected by the calculation agent for the issue of Treasury bills with a remaining maturity closest to the specified Index Maturity.

(e) If fewer than three dealers are providing quotes, the rate will be the same as the rate used in the prior interest period.

#### *Prime Rate Notes*

Each Prime Rate Note will bear interest at a specified rate that will be reset periodically based on the Prime Rate and any Spread and/or Spread Multiplier.

"**Prime Rate**" means, with respect to any Interest Determination Date, the rate set forth on that Interest Determination Date in H.15(519) under the heading "**Bank Prime Loan**".

The following procedures will apply if the rate cannot be set as described above:

(a) If the rate is not published in H.15(519) by 3:00 p.m., New York City time, on the Interest Determination Date, then the Prime Rate will be the rate as published on such Interest Determination Date in H.15 Daily Update, or such other recognized electronic source used for the purpose of displaying such rate under the caption "**Bank Prime Loan**".

(b) If the rate is not published in H.15(519), H.15 Daily Update or another recognized electronic source by 3:00 p.m., New York City time, on the Interest Determination Date, then the Prime Rate will be the average (rounded upwards, if necessary, to the next higher one-hundred thousandth of a percentage point) of the rates publicly announced by each bank on the Reuters Screen USPRIME1 Page as its prime rate or base lending rate for that Interest Determination Date.

(c) If fewer than four, but more than one, rates appear on the Reuters Screen USPRIME1 Page, the Prime Rate will be the average of the prime rates (quoted on the basis of the actual number of days in the year divided by a 360-day year) as of the close of business on the Interest Determination Date by four major money center banks in The City of New York selected by the calculation agent.

(d) If fewer than two rates appear, the Prime Rate will be determined based on the rates furnished in The City of New York by the appropriate number of substitute banks or trust companies organized and doing business under the laws of the United States, or any State thereof, having total equity capital of at least \$500 million and being subject to supervision or examination by a Federal or State authority, as selected by the calculation agent.

(e) If no banks are providing quotes, the rate will be the same as the rate used for the prior interest period.

#### **Disclosure under Interest Act (Canada)**

In the case of Notes issued by GEC Canada Funding, wherever interest is computed on a basis of a year (the "**deemed year**") which contains fewer days than the actual number of days in the calendar year of calculation, such rate of interest shall be expressed as a yearly rate for purposes of the Interest Act (Canada) by multiplying such rate of interest by the actual number of days in the calendar year of calculation and dividing it by the number of days in the deemed year.

#### **Indexed Notes**

*General.* Notes also may be issued with the principal amount payable at maturity or interest to be paid thereon, or both, to be determined with reference to the price or prices of specified commodities or stocks, indices, formulae or other assets or bases of reference as may be specified in such Note and the applicable Final Terms ("**Indexed Notes**"). Holders of such Indexed Notes may receive a principal amount on the Maturity Date that is greater than or less than the face amount of the Indexed Notes, or an interest rate that is greater than or less than the stated interest rate on the Indexed Notes, or both, depending upon the structure of the Indexed Note and the relative value on the Maturity Date or at the relevant Interest Payment Date, as the

case may be, of the specified indexed item. Information as to the method for determining the principal amount payable on the Maturity Date, the currency base rate (the "**Currency Base Rate**"), the manner of determining the interest rate, the determination agent (the "**Determination Agent**"), certain historical information with respect to the specified indexed item and tax considerations associated with an investment in Indexed Notes will be set forth in the applicable Final Terms.

A supplementary Prospectus or a separate Prospectus comprising the Registration Document, relevant Securities Note and a summary document (as the case may be) will be used for the documentation of an issuance of Indexed Notes.

For further information regarding certain risks inherent in Indexed Notes, see "**Risk Factors – Indexed Notes**".

### **Extendible Notes**

Notes may be issued with an initial maturity date (the "**Initial Maturity Date**") which may be extended from time to time upon the election of the holders on specified dates (each, an "**Election Date**") up to a final maturity date (the "**Final Maturity Date**") as set forth in the applicable Final Terms ("**Extendible Notes**"). The Final Terms relating to each issue of Extendible Notes will set forth the terms of such Notes, including the Initial Maturity Date, the Final Maturity Date and the Election Dates, and will also describe certain tax considerations associated with an investment in Extendible Notes, the manner in which holders may elect to extend the Notes and such other terms and conditions as may apply to such issue.

### **Dual Currency Notes**

In general, "**Dual Currency Notes**" refer to Notes as to which the relevant Issuer is permitted under certain specified circumstances to pay principal, premium, if any, and/or interest, in more than one currency or composite currency. The terms of any Dual Currency Notes will be as set forth in the applicable Final Terms related to any such Notes, including the face amount currency (the "**Face Amount Currency**"), the option value calculation agent (the "**Option Value Calculation Agent**"), the optional payment currency (the "**Optional Payment Currency**"), the option election date(s) (the "**Option Election Date(s)**"), and the designated exchange rate (the "**Designated Exchange Rate**").

For further information regarding certain risks inherent in Notes denominated in currencies other than U.S. Dollars, see "**Risk Factors - Currency Risks**."

### **Amortizing Notes**

Amortizing Notes are Fixed Rate Notes for which payments combining principal and interest are made in installments over the life of the Note ("**Amortizing Notes**"). Unless otherwise specified in the applicable Final Terms, interest on each Amortizing Note will be computed on the basis of a 360-day year of twelve 30-day months. Payments with respect to Amortizing Notes will be applied first to interest due and payable thereon and then to the reduction of the unpaid principal amount thereof. Further information concerning additional terms and conditions of any issue of Amortizing Notes, including the amortization schedule (the "**Amortization Schedule**") will be provided in the applicable Final Terms. A table setting forth repayment information in respect of each Amortizing Note will be included in the applicable Final Terms and set forth on such Notes.

### **Original Issue Discount Notes**

Original Issue Discount Notes are Notes issued at more than a *de minimis* discount from the principal amount payable at maturity. Certain additional considerations relating to Original Issue Discount Notes may be described in the applicable Final Terms relating thereto.

### **Additional Notes**

Each Issuer may issue Notes from time to time having terms identical to a prior Tranche of Notes but for the original issue date and the public offering price ("**Additional Notes**"). Any such Additional Notes will be issued in the form of a temporary global Note which will be exchangeable for either a beneficial interest in a permanent global Note or definitive Notes on or after the Exchange Date specified in the applicable Final Terms relating to such Additional Notes. Additional Notes may be issued prior to or after the Exchange Date relating to such prior Tranche of Notes. In the event Additional Notes are issued prior to the Exchange Date for the prior Tranche, the Exchange Date relating to such prior Tranche will be moved to a date not earlier than 40 calendar days after the original issue date of the related Additional Notes; provided, however, in no event will the Exchange Date for a Tranche of Notes be extended more than 160 calendar days after the date such Tranche was issued. Once any Additional Notes have been issued, such Additional Notes together with the earlier Notes shall constitute a single Series issued under the Fiscal Agency Agreement. The Final Terms relating to any Additional Notes will set forth matters related to the issuance, exchange and transfer of Additional Notes, including identifying the prior Tranche of Notes, their original issue date and aggregate principal amount. Any Additional Notes that are Bearer Notes will be subject to the same restrictions as are set forth under "**Description of Notes—Provisions Relating to Bearer Notes**".

## Other Debt Securities

Each Issuer may, at its option, elect to issue debt securities ("**Other Debt Securities**") other than Medium-Term Notes. Other Debt Securities will have general terms which are identical to those described herein under "**Description of Notes**" except that such Notes will be titled "**Debt Securities**" rather than "**Medium-Term Notes**". In particular, (i) any Other Debt Securities issued by an Issuer other than GE Capital will have the benefit of the Guarantee of GE Capital and (ii) Other Debt Securities will be issued under the Fiscal Agency Agreement and holders thereof will be entitled to the benefits thereunder. The terms of such Other Debt Securities will be described in the applicable Final Terms.

## Other Provisions, Addenda

Any provisions with respect to Notes, including the determination of an Interest Rate Basis, the specification of an Interest Rate Basis, calculation of the interest rate applicable to a Floating Rate Note, its Interest Payment Dates or any other matter relating thereto may be modified by the terms specified under "**Other Provisions**" on the face thereof or in an Addendum relating thereto, if so specified on the face thereof and in the applicable Final Terms.

## Events of Default

An event of default ("**Event of Default**") will occur with respect to a Series of the Notes issued on a senior basis if (a) the principal of, or the redemption price of, any Notes of such Series shall fail to be paid when due, (b) any installment of interest or any Additional Amounts with respect to any Notes of such Series shall fail to be paid as and when the same shall become due and payable, and such failure shall continue for a period of 30 days, (c) any other covenant or agreement on the part of the relevant Issuer or, in the case of Notes issued by an Issuer other than GE Capital, the Guarantee contained in the Notes of such Series or the Fiscal Agency Agreement shall fail to be performed or observed in any material respect for a period of 60 days after written notice thereof to the relevant Issuer, the Guarantor and the Fiscal Agent by the holders of at least 25% in aggregate principal amount of the outstanding Notes of such Series, (d) the due acceleration of any indebtedness for money borrowed by GE Capital under the terms of the instruments under which such indebtedness is issued shall have occurred, and such acceleration is not rescinded or annulled or such indebtedness discharged within 10 days after written notice thereof, requiring GE Capital to remedy the same, shall have first been given to GE Capital or any other Issuer (in the case of Notes issued by such Issuers) and the Fiscal Agent by the holders of at least 25% in aggregate principal amount of the outstanding Notes of such Series; provided, that the resulting Event of Default with respect to such Series of Notes may be remedied, cured or waived by the remedying, curing or waiving of such other default under such other Series or such other indebtedness, (e) in the case of Notes issued by GEC Australia Funding, the due acceleration of any indebtedness for money borrowed by GEC Australia Funding shall have occurred under the terms of the instruments under which indebtedness in an aggregate principal amount of at least A\$10,000,000 is issued, and such acceleration is not rescinded or annulled or such indebtedness is not discharged within 10 days after written notice thereof, requiring such Issuer to remedy the same, shall have first been given to GEC Australia Funding, the Guarantor and the Fiscal Agent by the holders of at least 25% in aggregate principal amount of any relevant Series of the outstanding Notes issued by such Issuer, (f) in the case of Notes issued by GEC Canada Funding, the due acceleration of any indebtedness for money borrowed by GEC Canada Funding shall have occurred under the terms of the instruments under which indebtedness in an aggregate principal amount of at least C\$10,000,000 is issued and such acceleration is not rescinded or annulled or such indebtedness is not discharged within 10 days after written notice thereof, requiring such Issuer to remedy the same, shall have first been given to GEC Canada Funding, the Guarantor and the Fiscal Agent by the holders of at least 25% in aggregate principal amount of any relevant Series of the outstanding Notes issued by such Issuer, (g) in the case of Notes issued by an Irish Issuer, the due acceleration of any indebtedness for money borrowed by the respective Irish Issuer shall have occurred under the terms of the instruments under which indebtedness in an aggregate principal amount of at least U.S.\$10,000,000 is issued and such acceleration is not rescinded or annulled or such indebtedness is not discharged within 10 days after written notice thereof, requiring such Issuer to remedy the same, shall have first been given to the respective Irish Issuer, the Guarantor and the Fiscal Agent by the holders of at least 25% in aggregate principal amount of any relevant Series of the outstanding Notes issued by such Issuer, or (h) certain events of bankruptcy, insolvency, examinership, reorganization or similar laws or procedures affecting creditors rights generally relating to the relevant Issuer or, in the case of Notes issued by an Issuer other than GE Capital, the Guarantor shall have occurred. If an Event of Default shall occur and be continuing with respect to a Series of Notes, the holder of any Note of such Series may, at such holder's option, declare, by written notice to the relevant Issuer, the Guarantor and the Fiscal Agent, such Note to be immediately due and payable. Upon such declaration prior to the Exchange Date, beneficial owners will be entitled to receive payments of interest thereon on the terms referred to in the last paragraph under "**Tax Redemption—All Notes**".

## Merger, Consolidation, Sale or Conveyance

Each Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor may consolidate or merge with, or sell, convey, transfer or otherwise dispose of all or substantially all of its properties to, any other corporation, provided that the successor corporation assumes all payment and related obligations of the relevant Issuer or the Guarantor, as the case may be, under the Fiscal Agency Agreement, the Notes and the Guarantee, as the case may be, and that certain other conditions are met.

### **Modification of Fiscal Agency Agreement and Notes**

The Fiscal Agency Agreement may be amended by each Issuer (with respect to matters relating to Notes issued by such Issuer), the Guarantor (with respect to matters relating to Notes issued by an Issuer other than GE Capital) and the Fiscal Agent, without the consent of the holder of any Note of a Series for the purposes of curing any ambiguity, or of correcting or supplementing any defective or inconsistent provisions contained therein or to effect any assumption of the relevant Issuer's obligations thereunder and under the Notes of a Series under the circumstances described under "**Merger, Consolidation, Sale or Conveyance**" above or of the Guarantor's obligations thereunder and under the Guarantee under the circumstances described under "**Description of the Guarantee—Merger, Consolidation, Sale or Conveyance**" below or in any other manner which the relevant Issuer, the Guarantor and the Fiscal Agent may deem necessary or desirable and which will not adversely affect the interests of the holders of Notes of a Series outstanding on the date of such amendment. Nothing in the Fiscal Agency Agreement prevents the Issuers, the Guarantor and the Fiscal Agent from amending the Fiscal Agency Agreement in such a manner as to only have a prospective effect on Notes issued on or after the date of such amendment.

Modifications and amendments to the Fiscal Agency Agreement, to the terms and conditions of the Notes of a Series or to the terms of the Guarantee may also be made, and future compliance therewith or past default by the relevant Issuer or the Guarantor may be waived, by holders of a majority in aggregate principal amount of the Notes of such Series (or, in each case, such lesser amount as shall have acted at a meeting of holders of such Notes, as described below), provided, however, that no such modification or amendment to the Fiscal Agency Agreement, to the terms and conditions of the Notes of a Series or to the terms of the Guarantee may, without the consent of the holders of each Note of such Series affected thereby, among other things, (a) change the stated maturity of the principal of any Note of such Series or extend the time for payment of interest thereon; (b) reduce the principal amount of any Note of such Series or reduce the amount of interest payable thereon or the amount payable thereon in the event of redemption or acceleration (or in the case of Original Issue Discount Notes, change the amount that would be due and payable upon an acceleration thereof); (c) change the currency of payment of principal of or any other amounts payable on any Note of such Series; (d) impair the right to institute suit for the enforcement of any such payment on or with respect to any Note of such Series or the Guarantee; (e) reduce the above-stated percentage of the principal amount of Notes of such Series, the consent of whose holders is necessary to modify or amend the Fiscal Agency Agreement, the terms and conditions of the Notes or reduce the percentage of Notes of such Series required for the taking of action or the quorum required at any such meeting of holders of Notes of such Series; or (f) modify the foregoing requirements to reduce the percentage of outstanding Notes of such Series necessary to waive any future compliance or past default. The persons entitled to vote a majority in principal amount of the Notes of a Series outstanding shall constitute a quorum at a meeting of Noteholders of such Series except as hereinafter provided. In the absence of such a quorum, a meeting of Noteholders called by the relevant Issuer or the Guarantor shall be adjourned for a period of not less than 10 days, and in the absence of a quorum at any such adjourned meeting, the meeting shall be further adjourned for another period of not less than 10 days, at which further adjourned meeting persons entitled to vote 25% in principal amount of Notes of a Series at the time outstanding shall constitute a quorum. Except for modifications or amendments in (a) to (f) above which require the consent of the holders of each Note of such series affected thereby, any modifications, amendments or waivers to the Fiscal Agency Agreement, the terms and conditions of the Notes of a Series or the terms of the Guarantee at a meeting of Noteholders require a favorable vote of holders of the lesser of (i) a majority in principal amount of the outstanding Notes of such Series or (ii) 75% of the principal amount of Notes of such Series represented and voting at the meeting. Any such modifications, amendments or waivers will be conclusive and binding on all holders of Notes of such Series, whether or not they have given such consent or were present at such meeting and whether or not notation of such modifications, amendments or waivers is made upon the Notes, and on all future holders of Notes of such Series. Any instruments given by or on behalf of any holder of a Note of a Series in connection with any consent to any such modification, amendment or waiver will be irrevocable once given and will be conclusive and binding on all subsequent holders of such Note.

### **Replacement of Notes and Coupons**

Any Notes or coupons that become mutilated, destroyed, lost or stolen or are apparently destroyed, lost or stolen will be replaced by the relevant Issuer at the expense of the holder upon delivery of the Notes or coupons or satisfactory evidence of the destruction, loss or theft thereof to such Issuer and the Fiscal Agent. In each case, an indemnity satisfactory to the relevant Issuer and the Fiscal Agent may be required at the expense of the holder of such Note or coupon before a replacement Note or coupon will be issued. For so long as the Notes are listed or admitted to trading on or by any other stock exchange, competent authority and/or market and the rules of such stock exchange(s), competent authority(ies) and/or market(s) so require, a



noteholder shall be able to obtain a replacement Note or coupon at the offices of the paying agent located in each location required by the rules and regulations of such stock exchange(s), competent authority(ies) and/or market(s).

### **Applicable Law**

The Fiscal Agency Agreement and the Notes will be governed by, and construed in accordance with, the laws of the State of New York, United States of America.

### **Notices**

Notices to holders of the Notes will be given by publication in one leading English language daily newspaper with general circulation in London. Such publication is expected to be made in the *Financial Times*. In addition, as long as a Series of Notes is listed or admitted to trading on or by any stock exchange, competent authority and/or market, and the rules of such stock exchange(s), competent authority(ies) and/or market(s) so require, notices in respect of such Notes will also be published in a manner which complies with the rules and regulations of any such stock exchange(s), competent authority(ies) and/or market(s), on or by which the Notes are for the time being listed or admitted to trading. Any such notice shall be deemed to have been given on the date of the first publication. If publication in London (or, if applicable, another location) is not practical, such publication shall be made elsewhere in Western Europe.

Notices to holders of Registered Notes will also be given by mailing such notices to each holder by first class mail, postage prepaid, at the respective address of each holder as that address appears upon the books of the Registrar.

So long as no definitive Bearer Notes are in issue in respect of a particular Series, there may, so long as the global Note(s) for such Series is or are held in its or their entirety by Euroclear and Clearstream, Luxembourg, and the Notes for such Series are not listed or admitted to trading on or by any other stock exchange, competent authority and/or market, be substituted for such publication in such newspaper(s) the delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication by them to the holders of the Notes. Any such notice shall be deemed to have been given to the holders of the Notes on the seventh day after the day on which the said notice was given to Euroclear and Clearstream, Luxembourg.

Notices to be given by a Noteholder shall be in writing and given by lodging the same, together with the relative Note or Notes, with the Fiscal Agent. While any Notes are represented by a global Note, such notice may be given by a Noteholder to the Fiscal Agent via Euroclear and/or Clearstream, Luxembourg, as the case may be, in such manner as the Fiscal Agent and Euroclear and/or Clearstream, Luxembourg may approve for this purpose.

### **Consent to Service**

The Fiscal Agency Agreement provides that each Issuer and (in the case of Notes issued by an Issuer other than GE Capital) the Guarantor designate the Senior Vice President-Corporate Treasury and Global Funding Operation of each such Issuer and the Guarantor as authorized agent for service of process in any legal action or proceeding arising out of or relating to the Fiscal Agency Agreement, the Notes or the Guarantees brought in any federal or state court in the Borough of Manhattan, The City of New York, State of New York and irrevocably submit to the non-exclusive jurisdiction of such courts for such purposes (and only for such purposes) as long as there are any outstanding Notes.

## **DESCRIPTION OF THE GUARANTEE**

The Guarantor will unconditionally and irrevocably guarantee to the holders of Notes issued by an Issuer other than GE Capital and coupons relating thereto the due and punctual payment of all amounts (including any U.S., Australian, Canadian or Irish Additional Amounts) payable on or in respect of such Notes, or any part thereof, all in accordance with the terms of the Guarantee. The Guarantee will be endorsed on each such Note, and may be issued on either a senior or subordinated basis. Guarantees issued on a senior basis will be unsecured and will rank equally in right of payment with all other unsecured and unsubordinated obligations of the Guarantor. Guarantees issued on a subordinated basis will rank junior in right of payment to all senior indebtedness of the Guarantor as specified in the applicable Final Terms, which will set forth the precise terms of such subordination.

### **Merger, Consolidation, Sale or Conveyance**

The Guarantee will provide, in effect, that the Guarantor may consolidate or merge with, or sell, convey, transfer or otherwise dispose of all or substantially all of its properties to, any other corporation provided that the Guarantor is the continuing corporation or the successor corporation assumes all payment and related obligations of the Guarantor under the Guarantee and that certain other conditions are met.

## **Applicable Law**

The Guarantee will be governed by and construed in accordance with the laws of the State of New York, United States of America.

## **SPECIAL PROVISIONS RELATING TO FOREIGN CURRENCY NOTES**

### **General**

Unless otherwise specified in the applicable Final Terms, the following provisions shall apply to Foreign Currency Notes which are in addition to, and to the extent inconsistent therewith replace, the description of general terms and provisions of the Notes set forth elsewhere in this Prospectus.

### **Payments on Foreign Currency Notes**

Purchasers are required to pay for the Notes in the currency specified in the applicable Final Terms. In certain jurisdictions, there may be limited facilities for conversion of home currencies into foreign currencies, and vice versa. In addition, in certain jurisdictions, many banks may not offer foreign currency denominated checking or savings account facilities.

Payment of principal, premium, if any, and interest, if any, on each Note will be made in immediately available funds in the Specified Currency unless otherwise specified in the applicable Final Terms and except as provided under "**Changing the Specified Currency of Foreign Currency Notes**" below.

Unless otherwise specified in the applicable Final Terms, a holder of the equivalent of U.S.\$1,000,000 or more aggregate principal amount of a definitive Registered Note denominated in a Specified Currency other than U.S. Dollars may elect subsequent to the issuance thereof that future payments be converted, or not be converted, as the case may be, at the Market Exchange Rate to U.S. Dollars by transmitting a written request for such payments to the Paying Agent on or prior to the Regular Record Date or at least 16 days prior to maturity or earlier redemption or repayment, as the case may be. Such request shall include appropriate payment instructions and shall be in writing (mail or hand delivered) or by cable, telex or facsimile transmission. A holder may elect to receive all future payments of principal, premium, if any, and interest in either the Specified Currency or in U.S. Dollars, as specified in the written request, and need not file a separate election for each payment. Such election will remain in effect until revoked by a subsequent election made in the manner and at the times prescribed in this paragraph. Owners of beneficial interests in permanent global Notes or holders of definitive Bearer Notes should contact their broker or nominee to determine whether and how an election to receive payment in either U.S. Dollars or the Specified Currency may be made.

The "**Market Exchange Rate**" with respect to any Specified Currency other than U.S. Dollars means, for any day, the noon U.S. Dollar buying rate in The City of New York on such day for cable transfers of such Specified Currency as published by the Federal Reserve Bank of New York, or, if such rate is not published for such day, the equivalent rate as determined by the Exchange Rate Agent.

All determinations made by the Exchange Rate Agent shall be at its sole discretion and, in the absence of manifest error, shall be conclusive for all purposes and binding on holders of the Notes and the Exchange Rate Agent shall have no liability therefor. Under no circumstances shall GE Capital bear any responsibility for losses incurred by a holder due to fluctuations in the Market Exchange Rate.

Specific information about the Specified Currency in which a particular Foreign Currency Note is denominated will be set forth in the applicable Final Terms. Any information therein concerning exchange rates is furnished as a matter of information only and should not be regarded as indicative of the range of or trends in fluctuations in currency exchange rates that may occur in the future.

### **Minimum Denominations, Restrictions on Maturities, Repayment and Redemption**

*General.* Notes denominated in Specified Currencies other than U.S. Dollars shall have such minimum denominations and be subject to such restrictions on maturities, repayment and redemption as are set forth below or as are set forth in the applicable Final Terms in the event different restrictions on minimum denominations, maturities, repayment and redemption may be permitted or required from time to time by any relevant central bank or equivalent governmental body, however designated, or by such laws or regulations as are applicable to the Notes or the Specified Currency. Certain restrictions related to the distribution of Notes denominated in Specified Currencies other than U.S. Dollars are set forth under "**Plan of Distribution**" in this Prospectus. Any other restrictions applicable to Notes denominated in Specified Currencies other than U.S. Dollars will be set forth in the applicable Final Terms relating to such Notes.

*Minimum Denominations.* Unless permitted by then current laws, regulations and directives, Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are received by the relevant Issuer in the United Kingdom and

which have a maturity of less than one year will only be issued if (a) the redemption value of each such Note is not less than €100,000 as determined at the time of issuance or an amount of equivalent value denominated wholly or partly in a currency other than Sterling, (b) no part of any Note may be transferred unless the redemption value of that part is not less than €100,000, or such an equivalent amount, and (c) such Notes are issued to a limited class of professional investors, unless the relevant Note(s) can be issued and sold without contravention of section 19 of the FSMA. See "**Plan of Distribution**".

Notes issued by an Irish Issuer will in all circumstances be subject to a minimum denomination of €1,000 (or the equivalent thereof in another Specified Currency). Notes issued by an Irish Issuer with a maturity of less than one year will be subject to a minimum denomination of €25,000 (or the equivalent thereof in another Specified Currency).

*Restrictions on Maturities, Repayment and Redemption.* All Notes (irrespective of the Specified Currency in which they are denominated) will comply with applicable legal, regulatory and/or central bank requirements in respect of minimum required maturities and limitations on redemption by the Issuer or holder of such Note.

Unless otherwise specified in the applicable Final Terms, GEC Canada Funding will not issue any Notes (a) which impose any obligation on such Issuer to repay more than 25% of the aggregate principal amount of a Tranche of Notes within five years from the date of issue of such Tranche except, generally, in the event of a failure or default under such Notes or a related agreement, (b) where all or any portion of interest on such Notes is contingent or dependent upon the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, a commodity price or any other similar criterion or by reference to dividends payable on any class of shares of the capital stock of a corporation, (c) which are Floating Rate Notes, or (d) which are Indexed Notes.

### **Redenomination**

If specified in the applicable Final Terms, an Issuer may, without the consent of holders of Notes denominated in a Specified Currency of a member state of the European Union, which on or after the issue date of such Notes participates in European Economic and Monetary Union, on giving at least 30 days' prior notice (the "**Redenomination Notice**") to the holders of such Notes and on prior notice to the Fiscal Agent, and Euroclear, Clearstream, Luxembourg and/or any other relevant clearing system, elect that, with effect from the date specified in the Redenomination Notice (the "**Redenomination Date**"), such Notes shall be redenominated in euro.

The election will have effect as follows:

- (a) the Notes shall be deemed to be redenominated into euro in the denomination of €0.01 with a nominal amount for each Note equal to the nominal amount of that Note in the Specified Currency, converted into euro at the Established Rate (defined below); provided that, if the Issuer determines after consultation with the Fiscal Agent that the then market practice in respect of the redenomination into euro of internationally offered securities is different from the provisions specified above, such provisions shall be deemed to be amended so as to comply with such market practice and the Issuer shall promptly notify the holders of Notes, any stock exchange on which the Notes may be listed, the Fiscal Agent and the Paying Agents of such deemed amendments;
- (b) save to the extent that an Exchange Notice (defined below) has been given in accordance with paragraph (d) below, the amount of interest due in respect of the Notes will be calculated by reference to the aggregate nominal amount of Notes presented (or, as the case may be, in respect of which coupons are presented) for payment by the relevant holder and the amount of such payment shall be rounded down to the nearest €0.01;
- (c) if definitive Notes are required to be issued after the Redenomination Date, they shall be issued, subject to compliance with all applicable laws and regulations, at the expense of the Issuer in the denominations of €1,000, €10,000, €100,000 and (but only to the extent of any remaining amounts less than €1,000 or such smaller denominations as the Paying Agent may approve) €0.01 and such other denominations as the Issuer shall determine and notify to the Noteholders;
- (d) if issued prior to the Redenomination Date, all unmatured coupons denominated in the Specified Currency (whether or not attached to the Notes) will become void with effect from the date on which the Issuer gives notice (the "**Exchange Notice**") that replacement euro-denominated Notes and coupons are available for exchange (provided that such securities are so available) and no payments will be made in respect of them. The payment obligations contained in any Notes so issued will also become void on that date although such Notes will continue to constitute valid exchange obligations of the Issuer. New euro-denominated Notes and coupons, if any, will be issued in exchange for Notes and coupons, if any, denominated in the Specified Currency in such manner as the Paying Agent may specify and as shall be notified to the holders of Notes in the Exchange Notice. No Exchange Notice may be given less than 15 days prior to any date for payment of principal or interest on the Notes;
- (e) after the Redenomination Date, all payments in respect of the Notes and the coupons, if any, including payments of interest in respect of periods commencing before the Redenomination Date, will be made solely in euro as though references in the Notes to the Specified Currency were to euro. Payments will be made in euro by credit or transfer to a euro account outside

the United States (or any other account to which euro may be credited or transferred) specified by the payee or, at the option of the payee, by a euro check mailed to an address outside the United States;

(f) if the Notes are Fixed Rate Notes and interest for any period ending on or after the Redenomination Date is required to be calculated for a period ending other than on an Interest Payment Date, it will be calculated by applying the Fixed Interest Rate to each specified denomination, multiplying such sum by the applicable Fixed Day Count Fraction specified in the applicable Final Terms, and rounding the resultant figure to the nearest sub-unit of the relevant Specified Currency, half of any such sub-unit being rounded upwards or otherwise in accordance with applicable market convention;

(g) if the Notes are Floating Rate Notes, the applicable Final Terms will specify any relevant changes to the provisions relating to interest; and

(h) such other changes shall be made as the Issuer may decide, after consultation with the Paying Agent and the calculation agent (if applicable), and as may be specified in the Redenomination Notice, to conform them to conventions then applicable to instruments denominated in euro.

**"Established Rate"** means the rate for the conversion of the Specified Currency (including compliance with rules relating to roundings in accordance with applicable European Union regulations) into euro established by the Council of European Union pursuant to Article 109L(4) of the treaty establishing the European Communities, as amended by the Treaty on European Union.

**"sub-unit"** means, with respect to any Specified Currency other than euro, the lowest amount of such Specified Currency that is available as legal tender in the country of such Specified Currency and, with respect to euro, means one cent.

### **Changing the Specified Currency of Foreign Currency Notes**

Payments of principal, premium, if any, and interest, if any, on any Note denominated in a Specified Currency other than U.S. Dollars shall be made in U.S. Dollars if, on any payment date, such Specified Currency (a) is unavailable due to imposition of exchange controls or other circumstances beyond the relevant Issuer's control or (b) is no longer used by the government of the country issuing such Specified Currency or for the settlement of transactions by public institutions in that country or within the international banking community. Such payments shall be made in U.S. Dollars on such payment date and on all subsequent payment dates until such Specified Currency is again available or so used as determined by such Issuer.

Amounts so payable on any such date in such Specified Currency shall be converted into U.S. Dollars at a rate determined by the Exchange Rate Agent (as defined below) on the basis of the most recently available Market Exchange Rate or as otherwise indicated in the applicable Final Terms. The **"Exchange Rate Agent"** at the date of this Prospectus is JPMorgan Chase Bank, N.A.. Any payment required to be made on Foreign Currency Notes denominated in a Specified Currency that is instead made in U.S. Dollars under the circumstances described above will not constitute a default of any obligation of the relevant Issuer under such Notes.

The provisions of the two preceding paragraphs shall not apply in the event of the introduction in the country issuing any Specified Currency of the euro pursuant to the entry of such country into European Economic and Monetary Union. In such an event, payments of principal, premium, if any, and interest, if any, on any Note denominated in any such Specified Currency shall be effected in euro at such time as is required by, and otherwise in conformity with, legally applicable measures adopted with reference to such country's entry into the European Economic and Monetary Union.

## TAX CONSIDERATIONS

THE SUMMARIES OF CERTAIN MATTERS RELATING TO TAXATION SET OUT BELOW ARE NOT INTENDED TO CONSTITUTE A COMPLETE ANALYSIS OF ALL TAX CONSEQUENCES RELATING TO THE HOLDING OF NOTES. WITH RESPECT TO A SERIES OF NOTES, TO THE EXTENT APPROPRIATE, ADDITIONAL TAX CONSIDERATIONS MAY BE PROVIDED IN THE APPLICABLE FINAL TERMS AND SHOULD BE READ IN CONJUNCTION WITH THE TAX CONSIDERATIONS DISCUSSED BELOW IN THIS PROSPECTUS. PROSPECTIVE PURCHASERS OF NOTES SHOULD CONSULT THEIR OWN TAX ADVISERS CONCERNING THE TAX CONSEQUENCES OF THEIR PARTICULAR SITUATION.

### United States Tax Considerations

The following is a summary of the principal United States federal income and estate tax consequences of the purchase, ownership and disposition of the Notes by initial holders and is based upon the Code, as amended to the date hereof, regulations, rulings and decisions in effect on the date hereof. This summary discusses only Notes that are beneficially owned by United States Alien Holders and held as capital assets; it does not discuss all of the tax consequences that may be relevant to a holder in light of its particular circumstances or to holders subject to special rules, such as certain financial institutions, insurance companies, dealers in securities or foreign currencies, or persons holding Notes as a hedge against currency risks or as a position in a "straddle" for tax purposes.

All discussions of U.S. federal income tax considerations in this document have been written to support the marketing of the Notes. Such discussions were not intended or written to be used, and cannot be used by any taxpayer, for the purpose of avoiding U.S. federal tax penalties. Persons considering the purchase of Notes should consult their own tax advisors in order to determine the United States, as well as any state, local or foreign tax consequences to them of the purchase, ownership and disposition of the Notes.

A United States Alien Holder means any holder of a Note that is not a United States person (as defined under "**Description of the Notes – Forms of Notes – Provisions Relating to Bearer Notes**").

Certain Issuers may be disregarded for U.S. federal income tax purposes and will, therefore, be treated as paying U.S. source income subject to the rules stated below. Under the "check the box" provisions of the Code, GEC Australia Funding, GEC Canada Funding and the Irish Issuers are entities disregarded for U.S. federal income tax purposes. Therefore, these issuers will be treated as paying U.S. source income subject to the rules stated below. The relevant Final Terms will indicate if any Issuers, other than GEC Australia Funding, GEC Canada Funding and the Irish Issuers, are also disregarded or treated as a partnership for U.S. federal income tax purposes.

Under current United States federal income and estate tax law,

(a) payment on a Note or coupon by an Issuer (or any paying agent on its behalf) to a holder that is a United States Alien Holder will not be subject to withholding of United States federal income tax, provided that, with respect to payments of interest (including original issue discount), (i) the holder does not actually or constructively own 10 percent or more of the combined voting power of all classes of stock of the relevant Issuer and is not a controlled foreign corporation related to such Issuer through stock ownership and (ii) in the case of a Registered Note, the beneficial owner provides a statement signed under penalties of perjury (typically, on IRS Form W-8BEN) that includes its name and address and certifies that it is a United States Alien Holder in compliance with applicable requirements (or satisfies certain documentary evidence requirements for establishing that it is a United States Alien Holder);

(b) a holder of a Note or coupon that is a United States Alien Holder will not be subject to United States federal income tax on gain realized on the sale, exchange or redemption of the Note or coupon, provided that such holder does not have a connection with or status with respect to the United States described in clause (a)(i) or (c) under "**Description of the Notes – Forms of Notes – Payment of Additional Amounts – United States**";

(c) a beneficial owner of a Bearer Note or coupon that is a United States Alien Holder will not be required to disclose its nationality, residence or identity to the relevant Issuer, a paying agent (acting in its capacity as such) or any United States governmental authority in order to receive payment on such Bearer Note or coupon from such Issuer or a paying agent outside the United States; and

(d) a Note or coupon will not be subject to United States federal estate tax as a result of the death of a holder who is not a citizen or resident of the United States at the time of death, provided that such holder did not at the time of death actually or

constructively own 10 percent or more of the combined voting power of all classes of stock of the relevant Issuer and, at the time of such holder's death, payments of interest on such Note or coupon would not have been effectively connected with the conduct by such holder of a trade or business in the United States.

United States information reporting requirements and backup withholding tax will not apply to payments on a Bearer Note or coupon made outside the United States by the relevant Issuer or any paying agent to a holder that is a United States Alien Holder. Payments on a Registered Note owned by a United States Alien Holder will not be subject to such requirements or tax if the statement described in clause (a) of the preceding paragraph is duly provided to the Fiscal Agent.

Information reporting requirements and backup withholding tax will not apply to any payment on a Bearer Note or coupon outside the United States by a foreign office of a foreign custodian, foreign nominee or other foreign agent of the beneficial owner of such Note or coupon, provided that such custodian, nominee or agent (i) derives less than 50 percent of its gross income for certain periods from the conduct of a trade or business in the United States, (ii) is not a controlled foreign corporation for United States federal income tax purposes and (iii) is not a foreign partnership that, at any time during its taxable year, is more than 50 percent (by income or capital interest) owned by United States persons or is engaged in the conduct of a U.S. trade or business. Payment on a Bearer Note or coupon outside the United States to the beneficial owner thereof by a foreign office of any other custodian, nominee or agent will not be subject to backup withholding tax, but will be subject to information reporting requirements unless such custodian, nominee or agent has documentary evidence in its records that the beneficial owner is a United States Alien Holder or the beneficial owner otherwise establishes an exemption. Payment on a Registered or Bearer Note or coupon by the United States office of a custodian, nominee or other agent of the beneficial owner of such Note or coupon will be subject to information reporting requirements and backup withholding tax unless the beneficial owner certifies its non-U.S. status under penalties of perjury or otherwise establishes an exemption.

Information reporting requirements and backup withholding tax will not apply to any payment of the proceeds of the sale of a Registered or Bearer Note or coupon effected outside the United States by a foreign office of a foreign "broker" (as defined in applicable Treasury regulations), provided that such broker (i) derives less than 50 percent of its gross income for certain periods from the conduct of a trade or business in the United States, (ii) is not a controlled foreign corporation for United States federal income tax purposes and (iii) is not a foreign partnership that, at any time during its taxable year, is more than 50 percent (by income or capital interest) owned by United States persons or is engaged in the conduct of a U.S. trade or business. Payment of the proceeds of the sale of a Registered or Bearer Note or coupon effected outside the United States by a foreign office of any other broker will not be subject to backup withholding tax, but will be subject to information reporting requirements unless such broker has documentary evidence in its records that the beneficial owner is a United States Alien Holder and certain other conditions are met, or the beneficial owner otherwise establishes an exemption. Payment of the proceeds of a sale of a Registered or Bearer Note or coupon by the United States office of a broker will be subject to information reporting requirements and backup withholding tax unless the beneficial owner certifies its non-U.S. status under penalties of perjury or otherwise establishes an exemption.

For purposes of applying the rules set forth under this heading "**United States Tax Considerations**" to an entity that is treated as fiscally transparent (e.g., a partnership) for U.S. federal income tax purposes, the beneficial owner means each of the ultimate beneficial owners of the entity.

### **Australian Tax Considerations**

Under the "check the box" provisions of the Code, GEC Australia Funding is a disregarded entity for U.S. federal income tax purposes. Therefore, GEC Australia Funding will be treated as paying U.S. source income, subject to the rules under "**Tax Considerations - United States Tax Considerations**" above. Notwithstanding such election for U.S. federal income tax purposes, GEC Australia Funding will be treated as paying Australian source income for Australian federal income tax purposes.

The following is a summary of the Australian taxation treatment, at the date of this Prospectus, of payments of interest on Notes by GEC Australia Funding and certain other matters. It is not exhaustive, and in particular does not deal with the position of certain classes of holders of a Note (such as dealers in securities). Prospective holders of Notes should be aware that the particular terms of issue of any Series of Notes may affect the tax treatment of that and other Series of Notes. The following is a general guide and should be treated with appropriate caution. Holders of Notes who are in any doubt as to their tax position should consult their professional advisers.

References to "**interest**" may include amounts in the nature of or in substitution for interest.

Where the holder of any Note issued by GEC Australia Funding: (a) is a resident of Australia for the purpose of the Australian Tax Act; (b) is not a person who subscribed for the Note in the ordinary course of the business of providing business finance

and carries on that business; and (c) holds the Note at a time when GEC Australia Funding becomes liable to pay interest in respect of the Note, and the Note is not a bearer debenture for the purposes of the Australian Tax Act, then GEC Australia Funding, or a paying agent on its behalf, must either (i) ensure that a tax file number, Australian business number or other exemption details have been quoted, or are taken to have been quoted, to it by the holder of the Note, or (ii) deduct Australian tax in respect of the interest.

Generally, interest paid by GEC Australia Funding to a non-resident of Australia who does not derive the interest in carrying on business at or through a permanent establishment in Australia or to a resident of Australia who derives the interest in carrying on business at or through a permanent establishment outside Australia, is subject to interest withholding tax at the rate of 10%.

An exemption from Australian interest withholding tax is available in respect of any interest on Notes under section 128F of the Australian Tax Act if the following conditions are met:

- (a) GEC Australia Funding is a resident of Australia when it issues the relevant Notes and when interest (as defined in section 128A (1AB)) is paid on the relevant Notes;
- (b) the relevant Notes are issued in a manner which satisfies the public offer test. There are five principal methods of satisfying the public offer test the purpose of which is to ensure that lenders in overseas capital markets are aware that GEC Australia Funding is offering the relevant Notes for issue. In summary, the five methods are:
  - (i) offers of the relevant Notes to 10 or more professional market financiers, investors or dealers who are not associates of each other;
  - (ii) offers of the relevant Notes to 100 or more potential investors;
  - (iii) offers of the relevant Notes which are listed on a stock exchange;
  - (iv) offers of the relevant Notes via publicly available financial markets dealing information; and
  - (v) offers of the relevant Notes to the Dealers who offer to sell such Notes within 30 days by one of the preceding methods.

In addition, the issue of a global note and the offering of interests in the global note by one of these methods will satisfy the public offer test.

- (c) GEC Australia Funding does not know, or have reasonable grounds to suspect that:

- (i) at the time of issue, the Notes or interests in the relevant Notes were being, or would later be, acquired, directly or indirectly, by an Offshore Associate of GEC Australia Funding other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the relevant Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act 2001 of Australia); or
- (ii) at the time of the payment of interest, the payee is an Offshore Associate of GEC Australia Funding other than one which receives the payment in the capacity of a clearing house, paying agent, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act 2001 of Australia).

Reference to "**Offshore Associate**", for this purpose, means an associate (as defined in section 128F of the Australian Tax Act) of GEC Australia Funding that is either a non-resident of the Commonwealth of Australia which does not acquire Notes in carrying on a business at or through a permanent establishment in Australia, or alternatively, is a resident of Australia that acquires Notes in carrying on business at or through a permanent establishment outside Australia.

GEC Australia Funding proposes to issue Notes in a manner which will satisfy the public offer test and which otherwise meets the requirements of section 128F of the Australian Tax Act.

Section 126 of the Australian Tax Act imposes a type of withholding tax at the rate of 45 per cent on the payment of interest on bearer Notes (other than certain zero-coupon promissory notes) if GEC Australia Funding fails to disclose the names and addresses of the holders to the Australian Taxation Office. Section 126 does not apply to the payment of interest on Notes held by non-residents who do not carry on business at or through a permanent establishment in Australia, where the issue of those Notes satisfies the requirements of section 128F of the Australian Tax Act or interest withholding tax is payable. However the operation of section 126 in relation to Notes held by persons other than non-residents who do not carry on business at or through a permanent establishment in Australia whose names and addresses are not provided to the Australian Tax Office is unclear.

As set out in more detail under "**Description of the Notes**," if GEC Australia Funding should at any time be compelled by law to deduct or withhold an amount in respect of any withholding taxes (as defined), GEC Australia Funding shall, subject to certain exceptions, pay such additional amounts as may be necessary in order to ensure that the net amounts received by the holders of the relevant Notes after such deduction or withholding shall equal the respective amounts which would have been receivable had no such deduction or withholding been required.

GEC Australia Funding has been advised that under Australian law as presently in effect:

(A) assuming the requirements of section 128F of the Australian Tax Act are satisfied with respect to an issue of Notes, payment of principal and interest to a holder of such Notes, who is a non-resident of Australia and who, during the taxable year, has not held any Notes in the course of carrying on business at or through a permanent establishment within Australia, will not be subject to Australian income taxes;

(B) a holder of the Notes, who is a non-resident of Australia and who during the taxable year has not held any Note in the course of carrying on business through a permanent establishment in Australia, will not be subject to Australian income tax on gains realized during that year on a sale or redemption of such Notes, provided such gains do not have an Australian source. A gain arising on the sale of such Notes by a non-Australian resident holder to another non-Australian resident holder where such Notes are sold outside Australia and all negotiations are conducted, and documentation executed, outside Australia would not generally be regarded as having an Australian source.

There are specific rules that can apply to treat a portion of the purchase price of notes as interest for withholding tax purposes when certain notes originally issued at a discount or with a maturity premium or which do not pay interest at least annually are sold to an Australian resident (who does not acquire them in the course of carrying on trade or business at or through a permanent establishment outside Australia) or a non-resident who acquires them in the course of carrying on trade or business at or through a permanent establishment in Australia. The exemption in section 128F of the Australian Tax Act extends to the deemed interest in those circumstances, in cases where the interest would have been exempt if the Note had been held to maturity.

The Commissioner of Taxation of the Commonwealth of Australia may give a direction under s255 of the Australian Tax Act or s260-5 of the Taxation Administration Act 1953 or any similar provision requiring GEC Australia Funding to deduct from any payment to any other party (including any holder of a Note) any amount in respect of tax payable by that other party.

### **Canadian Tax Considerations**

Under the "check the box" provisions of the Code, GEC Canada Funding is a disregarded entity for U.S. federal income tax purposes. Therefore, GEC Canada Funding will be treated as paying U.S. source income, subject to the rules stated under "**Tax Considerations—United States Tax Considerations**" above. Notwithstanding such election for U.S. federal income tax purposes, GEC Canada Funding will be treated as paying Canadian source income for Canadian federal income tax purposes.

The following summary of Canadian federal income tax considerations is of a general nature only, and is not intended to be, nor should it be considered to be, legal or tax advice to any particular holder of Notes who is a non-resident of Canada. Holders of Notes who are non-residents of Canada should therefore consult their own tax advisors with respect to their particular circumstances.

Unless otherwise specified in the applicable Final Terms, GEC Canada Funding will be prohibited from issuing any Notes (a) which impose any obligation on any such Issuer to repay more than 25% of the aggregate principal amount of a Tranche of Notes within five years from the date of issue of such Tranche except, generally, in the event of a failure or default under such Notes or a related agreement, (b) where all or any portion of interest on such Notes is contingent or dependent upon the use of or production from property in Canada or is computed by reference to revenue, profit, cash flow, a commodity price or any other similar criterion or by reference to dividends payable on any class of shares of the capital stock of a corporation, (c) which are Floating Rate Notes, or (d) which are Indexed Notes.

Subject to the following, in the case of a Note issued by GEC Canada Funding (a "**Canadian Issuer Note**") interest paid or credited by such Issuer or the Guarantor or deemed to be paid or credited on such Note (including accrued interest on such Note in certain cases involving the assignment or transfer of such Note to a resident or deemed resident of Canada) to a holder who is a non-resident of Canada for purposes of Canadian federal income tax laws will not be subject to Canadian non-resident withholding tax where GEC Canada Funding deals at arm's length for the purposes of Canadian federal income tax laws with the non-resident holder at the time of such payment and under the terms and conditions of the Canadian Issuer Notes or any agreement relating thereto such Issuer may not under any circumstances be obliged to repay more than 25% of the aggregate principal amount of a Tranche of Canadian Issuer Notes within five years from the date of issue of such Tranche except, generally, in the event of a failure or default under such Notes or a related agreement. Canadian non-resident withholding tax will apply if all or any portion of such interest on the Canadian Issuer Notes (other than on a prescribed obligation described below) is contingent or dependent upon the use of or production from property in Canada or is computed by reference to



revenue, profit, cash flow, a commodity price or any other similar criterion or by reference to dividends payable on any class of shares of the capital stock of a corporation. The Canadian non-resident withholding tax is at the rate of 25%, or such lower rate as may be provided for under the terms of any applicable bilateral tax treaty.

A prescribed obligation for this purpose is an "**indexed debt obligation**" (as defined below) on which no amount payable is contingent or dependent upon the use of, or production from, property in Canada or is computed by reference to revenue, profit, cash flow, a commodity price or any other similar criterion, other than an amount determined by reference to a change in the purchasing power of money, or by reference to dividends paid or payable to shareholders of any class of shares of the capital stock of a corporation. An "**indexed debt obligation**" is a debt obligation the terms or conditions of which provide for an adjustment to an amount payable in respect of the obligation for a period during which the obligation was outstanding that is determined by reference to a change in the purchasing power of money. All or a portion of an adjustment to an amount payable in respect of such an obligation may be treated as being paid or credited by the issuer as interest on such obligation.

Accordingly, interest on any Tranche of Canadian Issuer Notes having an initial term of less than five years, on any Tranche of Canadian Issuer Notes of which installment payments of more than 25% of the aggregate principal amount of such Notes are made within five years from the date of issue of such Notes and on any Tranche of Canadian Issuer Notes redeemable at the option of the holder within five years from the date of issue of such Notes will be subject to Canadian non-resident withholding tax. Interest on Floating Rate Notes issued by GEC Canada Funding, depending upon the interest rate formula as set forth in the applicable Final Terms, and interest on Indexed Notes issued by GEC Canada Funding, depending upon the terms as set forth in the applicable Final Terms, may be subject to Canadian non-resident withholding tax.

In the event that a Canadian Issuer Note is redeemed, cancelled, repurchased or purchased by GEC Canada Funding or any other resident or deemed resident of Canada from a non-resident holder or otherwise assigned or transferred by a non-resident holder to a resident or deemed resident of Canada for an amount which exceeds, generally, the issue price thereof, the difference between the price for which such Note is redeemed, cancelled, repurchased or purchased or otherwise assigned or transferred and the issue price may, in certain circumstances, be deemed to be interest on such Note. Such deemed interest on such Note will be subject to Canadian non-resident withholding tax if such interest is not otherwise exempt from Canadian non-resident withholding tax (as described above). A further exception to this deemed interest rule applies if the Canadian Issuer Note is not an indexed debt obligation (as defined above), was issued for at least 97% of its principal amount and its annual yield is not more than four-thirds of the interest stipulated to be payable on such Note. Depending upon the terms set forth in the applicable Final Terms, Canadian Issuer Notes issued at a discount or redeemable at a premium may be subject to these deemed interest rules, and accordingly subjected to Canadian non-resident withholding tax.

On March 19, 2007, the Minister of Finance (Canada) announced that, once a proposed exemption from Canadian withholding tax for interest is implemented in the Canada-United States Income Tax Convention, 1980, Canadian federal tax legislation will be amended such that Canadian non-resident withholding tax will be eliminated on interest paid (or deemed to be paid) to holders of Notes who, for purposes of Canadian federal income tax laws, deal at arm's length with GE Canada Funding and are non-residents of Canada, regardless of their country of residence. No assurance can be given as to when or whether such proposed changes will be made.

Additional considerations relating to Canadian Issuer Notes may be set forth in the Final Terms relating to the issue of such Notes.

Under the existing federal laws of Canada, generally, there are no other taxes on income (including taxable capital gains) payable in respect of a Canadian Issuer Note or interest, discount, or premium thereon by a non-resident holder who is neither a resident nor deemed to be a resident of Canada at any time during which the Canadian Issuer Note is held, and who does not use or hold and is not deemed to use or hold the Canadian Issuer Note in or in the course of carrying on a business in Canada and is not otherwise required by or for the purposes of such laws to include an amount in respect of the Canadian Issuer Note in computing income from carrying on a business in Canada.

### **Irish Tax Considerations**

Under the "check the box" provisions of the Code, each Irish Issuer is a disregarded entity for U.S. federal income tax purposes. Therefore, the Irish Issuers will be treated as paying U.S. source income, subject to the rules stated under "**Tax Considerations—United States Tax Considerations**" above. The relevant Final Terms will indicate, if any, Irish issuers, other than the Irish Issuers, are also disregarded or treated as a partnership for U.S. Federal Income Tax purposes. Notwithstanding such election for US Federal Income Tax purposes, the Irish Issuers and any other Irish affiliate issuers will be treated as paying Irish source income for Irish income and corporation tax purposes.

The following comments are based on existing Irish tax law, including relevant regulations, administrative ruling and practices, as in effect on the date hereof, which may apply to investors who are the beneficial owners of Notes issued under this Programme. Each prospective purchaser should understand that future legislative, administrative and judicial changes could

modify the tax consequences described below. This summary is not exhaustive and prospective purchasers are advised to consult their own tax advisers as to the tax consequences of the purchase, ownership and disposition of Notes. In particular it does not address the specific tax considerations applicable to particular Notes nor does it address the Irish tax position of a holder of Notes that is either resident or ordinarily resident in Ireland.

#### *Withholding tax on Interest*

Withholding tax will not apply to interest payments made by the Issuer to holders of the Notes to the extent that:

- (i) the Notes are “quoted Eurobonds”, being notes which are quoted on a recognized stock exchange and carry a right to interest, and interest payments are made
  - by a non-Irish located paying agent, or
  - by or through an Irish located paying agent and (a) an appropriate form of declaration of non-Irish residence is provided to the paying agent by or on behalf of the person who is the beneficial owner of the Notes and who is beneficially entitled to the interest, or (b) the Notes and related coupons are held in a recognized clearing system such as Euroclear, Clearstream, Luxembourg and Clearstream Banking AG; or
- (ii) the interest is paid in the ordinary course of business of the Issuer and the recipient is a company which is tax resident in a member state of the European Union other than Ireland or a country with which Ireland has concluded a Double Taxation Agreement and the interest is not paid to the recipient company in connection with a trade or business carried on by it in Ireland through a branch or agency, or
- (iii) the Holder of Notes is resident in a jurisdiction which has concluded a Double Tax Agreement with Ireland which provides that Irish tax shall not be charged on Irish source interest paid to such a resident and the Holder of Notes is entitled to the benefit of that exemption from Irish tax and has made all the requisite filings with the appropriate authorities to obtain relief under that agreement in advance of any interest payment and the Irish Revenue Commissioners have accordingly authorized the Issuer to pay gross, or
- (iv) the interest is paid pursuant to a Note which matures within 2 years, and either
  - the person by or through whom the interest is paid (“the relevant person”) is not resident in Ireland and the payment is not made by or through a branch or agency through which a non-resident company carries on a trade or business in Ireland, and the Note is held on a recognized clearing system (e.g. Euroclear, Clearstream, Luxembourg and Clearstream Banking AG), and the Note is of a denomination of not less than €500,000, or US\$500,000, or in the case of a currency other than euro or U.S. dollars, the equivalent in that other currency of €500,000 (“an approved denomination”) at the date the Programme is first publicized, or
  - the relevant person is resident in Ireland or the payment is made by or through a branch or agency through which a non-resident company carries on a trade or business in Ireland, and
    - a. the Note is held on a recognized clearing system and is of an approved denomination, or
    - b. the Holder of Notes is resident in Ireland and has provided their tax reference number to the relevant person, or
    - c. the Holder of Notes is not resident in Ireland and has made a declaration of this fact.

The Irish Revenue Commissioners have also confirmed that Irish withholding tax is not levied on discounts arising on securities.

In all other cases, interest payments may be subject to withholding tax at the standard rate of income tax (which is currently 20%).

#### *Encashment Tax*

Encashment tax may arise in respect of Notes that constitute quoted Eurobonds. Where interest payments are made in respect of such notes by an Irish collection agent, encashment tax at the standard rate of income tax (currently 20%) will arise unless the person beneficially owning the Note and entitled to the interest thereon is not resident in Ireland and has provided the appropriate declaration to the relevant person. Where interest payments are made by or through a paying agent outside Ireland,

no encashment tax arises. Encashment tax will not arise in the case of Notes that are not quoted Eurobonds. Encashment tax will not arise by virtue of the clearing of a cheque, or the arranging for the clearing of a cheque, by a banker.

#### *Liability of Holders of Notes to Irish Income Tax*

Interest on the Notes whether paid gross or net, may be subject to Irish income tax or corporation tax, as the case may be. In general, Holders of Notes that are resident or ordinarily resident for tax purposes in Ireland will be subject to Irish corporation tax or income tax with respect to interest on the Notes.

Holders of Notes that are not resident or ordinarily resident in Ireland for tax purposes may be exempt from Irish income tax in respect of interest on the Notes where:

- (i) the Notes constitute quoted Eurobonds and the interest is paid free of withholding tax in the circumstances described above, to a person who is tax resident in a Member State of the EU under the law of that Member State, or in a territory with which Ireland has a double taxation treaty under the terms of that treaty, and is not resident for tax purposes in Ireland; or
- (ii) the interest is paid in the ordinary course of business of the Issuer and the Note holder is a company resident for tax purposes in a Member State of the EU or in a country with which Ireland has a double taxation treaty; or
- (iii) the Holder of Notes is resident in a double taxation treaty country and under the provisions of the relevant treaty with Ireland such person is exempt from Irish income tax on the interest.

In all other instances a liability to Irish income tax arises but it has been the practice of the Irish Revenue Commissioners not to seek to collect this liability from non-resident persons unless the recipient of the interest has a connection with Ireland such as a claim for repayment of Irish tax deducted at source. Corporate holders who carry on a trade in Ireland through a branch or agency may be liable to Irish corporation tax where the Note is held in connection with the trade.

#### *Capital Gains Tax*

In the case of a person who is either resident or ordinarily resident in Ireland, the disposal or redemption of Notes may be liable to Irish Capital Gains tax. If the person is neither resident nor ordinarily resident in Ireland, he will not be liable to Irish Capital Gains tax on the disposal unless the Notes: (i) are situated in Ireland and have been used in or for the purposes of a trade carried on by such person in Ireland through a branch or agency, or which were used or held or acquired for use by or for the purpose of the branch or agency; or (ii) are not quoted on a stock exchange and derive their value or the greater part of their value from land, mineral rights or exploration rights in Ireland.

Bearer Notes will be deemed to be situated in Ireland if they are physically located in Ireland at the time of disposal.

#### *Capital Acquisitions Tax on Gifts and Inheritances*

Gift or Inheritance Tax may arise in respect of a gift or an inheritance of the Notes where at the relevant date:

- (a) the disponent (generally the person making the gift or inheritance of the Notes) is resident or ordinarily resident in Ireland;
- (b) the beneficiary is resident or ordinarily resident in Ireland;
- (c) the Notes are regarded as Irish property.

The notes (for so long as they remain in bearer form) will not be regarded as Irish property unless they are physically located in Ireland or, if registered, there is a register of such Notes in Ireland.

The standard rate of Capital Acquisition Tax (i.e. gift or inheritance tax) is 20%. No tax applies on a gift or an inheritance from a spouse to the other spouse of the same marriage.

#### *Stamp Duty*

*Issue of Instruments.* No stamp duty arises on the issue of the Notes.

*Transfer of Notes.* The transfer of Notes issued by an Issuer incorporated outside Ireland will be exempt from Irish stamp duty provided the transfer does not relate to Irish immovable property or the stocks or marketable securities of a company having a register in Ireland.

A stamp duty liability should not arise on the transfer of Notes issued by an Irish Issuer or an issuer incorporated outside of Ireland if the following conditions are satisfied (the "**Exemption Conditions**"): (i) the Notes do not carry a right of conversion into stocks or marketable securities (other than loan capital) of a company having a register in Ireland or into loan capital having such a right; (ii) the Notes do not carry rights of the same kind as shares in the capital of a company, including rights such as voting rights, a share in the profits or a share in the surplus upon liquidation; (iii) the Notes are redeemable within 30 years of the date of issue and not thereafter; (iv) the Notes are issued for a price which is not less than 90 per cent of the nominal value; and (v) the Notes do not carry a right to a sum in respect of repayment or interest which is related to certain movements in an index or indices specified in any instrument or other document relating to such loan capital.

If the Exemption Conditions are satisfied, the transfer of such Notes will be exempt from stamp duty. If the Exemption Conditions are not satisfied, stamp duty at the rate of one per cent of the consideration paid for the Notes (or the market value of the Notes, whichever is higher) will be chargeable on the transfer of the Notes.

*Transfer of Bearer Notes by Delivery.* Transfers of Notes in bearer form by delivery, where there is no document transferring or agreeing to transfer such Notes, will not give rise to a stamp duty charge. However, on the basis that the Notes are either to be delivered to a Common Safekeeper (if the Notes are intended to be issued in NGN form) or to a Common Depositary (if the Notes are not intended to be issued in NGN form) for Euroclear or Clearstream, Luxembourg or other clearing system, the transfer of the Notes within such clearing system could attract a stamp duty charge. If the Notes comply with the Exemption Conditions, the transfer of the Notes through the relevant clearing system should not attract stamp duty.

*Accounting for Stamp Duty.* Stamp duty, if chargeable, is payable by the transferee within 30 days after the date of execution of the transfer. Late or inadequate payment of stamp duty may result in a liability for interest and penalties.

#### **AUSTRALIAN EXCHANGE CONTROLS AND OTHER AUSTRALIAN LIMITATIONS AFFECTING HOLDERS**

The Australian Banking (Foreign Exchange) Regulations and other Australian legislation and regulations control and regulate or permit the control and regulation of a broad range of payments and transactions involving non-residents of Australia. Pursuant to certain general and specific exemptions, authorities and approvals, however, GEC Australia Funding is not restricted from transferring funds from Australia or placing funds to the credit of non-residents of Australia, subject to a restriction on making certain payments in or from Australia to, by order of or relating to or derived from property, securities or funds belonging to or controlled by or payments to or from persons who have a prescribed connection with entities designated from time to time by the Reserve Bank of Australia for the purposes of the Banking (Foreign Exchange) Regulations. As of the date of this Prospectus, the specific prior approval of the Reserve Bank of Australia must be obtained from certain payments involving or connected in certain ways with certain ministers and senior officials of the Government of Zimbabwe, certain Yugoslav entities or individuals, certain entities and individuals associated with the Government of North Korea, certain entities and individuals associated with the Government of Iran, certain entities and individuals associated with the Taliban or to other parties to whom financial sanctions apply.

In addition, regulations in Australia also prohibit payments, transactions and dealings with assets having a prescribed connection with certain countries or named individuals or entities associated with terrorism.

The foregoing summary is based upon exchange control laws and regulations as now in effect and accurately interpreted and does not take into account possible changes in such laws, regulations and interpretations.

#### **EUROPEAN UNION SAVINGS TAX DIRECTIVE**

Under the European Union Council Directive 2003/48/EC on the taxation of savings income, each Member State of the European Union is required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a paying agent within its jurisdiction to an individual resident in that other Member State. However, for a transitional period, Belgium, Luxembourg and Austria are instead required (unless during that period they elect otherwise) to operate a withholding system in relation to such payments (the ending of such transitional period being dependent upon the conclusion of certain other agreements relating to information exchange with certain other countries) unless the beneficiary opts for the exchange of information. A number of non-European Union countries and territories, including Switzerland, have adopted similar measures (a withholding system in the case of Switzerland).

## PLAN OF DISTRIBUTION

### General

Under the terms of the Eighth Amended and Restated Distribution Agreement dated May 12, 2006 (the "**Distribution Agreement**"), the Notes are being offered on a continuing basis by each of the Issuers through Barclays Bank PLC, Credit Suisse Securities (Europe) Limited, GE Money Bank, Goldman Sachs International, Merrill Lynch International and UBS Limited (the "**Dealers**"), each of which has agreed to use its best efforts to solicit purchases of the Notes. Except as otherwise agreed by the relevant Issuer and a Dealer with respect to a particular Note, the relevant Issuer will pay each Dealer a commission (the "**Dealer's Commission**") ranging from 0.050% to 0.600% of the principal amount of each Note, depending on its maturity, sold through such Dealer. The relevant Issuer will have the sole right to accept offers to purchase Notes and may reject any such offer, in whole or in part. Each Dealer shall have the right, in its discretion reasonably exercised, without notice to the relevant Issuer, to reject any offer to purchase Notes received by it, in whole or in part.

Each Issuer also may sell Notes to any Dealer, acting as principal, at a discount or concession to be agreed upon at the time of sale, for resale to one or more investors or other purchasers at a fixed offering price or at varying prices related to prevailing market prices at the time of such resale or otherwise, as determined by such Dealer and specified in the applicable Final Terms. The Dealers may offer the Notes they have purchased as principal to other dealers. The Dealers may sell Notes to any dealer at a discount and, unless otherwise specified in the applicable Final Terms, such discount allowed to any dealer will not be in excess of the discount to be received by such Dealer from the relevant Issuer. Unless otherwise indicated in the applicable Final Terms, any Note sold to a Dealer as principal will be purchased by such Dealer at a price equal to 100% of the principal amount thereof less a percentage equal to the commission applicable to any agency sale of a Note of identical maturity, and may be resold by the Dealer to investors and other purchasers from time to time in one or more transactions, including negotiated transactions as described above. After the initial public offering of Notes to be resold to investors and other purchasers, the public offering price, concession and discount may be changed.

The Notes may also be sold by each Issuer directly to investors (other than broker-dealers) in those jurisdictions in which such Issuer is permitted to do so. No commission will be paid on Notes sold directly by each such Issuer.

Each Issuer may also sell Notes from time to time through one or more additional dealers, acting either as agent or principal, on substantially the same terms as those applicable to the Dealers. Any such additional dealer shall, with respect to any such Notes, be deemed to be included in all references to a "**Dealer**" or the "**Dealers**" hereunder.

Each Issuer and, in the case of Notes issued by an Issuer other than GE Capital, the Guarantor has agreed to indemnify the Dealers against and contribute toward certain liabilities, including liabilities under the Securities Act, and to reimburse the Dealers for certain expenses.

The Dealers engage in transactions with and perform services for each Issuer in the ordinary course of business. GE Capital owns all of the outstanding common stock of GE Money Bank.

Each purchaser of a Note will arrange for payment as instructed by the applicable Dealer. The Dealers are required to deliver the proceeds of the Notes to the relevant Issuer in immediately available funds, to a bank designated by such Issuer in accordance with the terms of the Distribution Agreement, on the date of settlement.

Each Dealer has agreed that it will comply with all applicable laws and regulations in force in each jurisdiction in which it purchases, offers or sells the Notes or possesses or distributes this Prospectus and will obtain any consent, approval or permission required by it for the purchase, offer or sale by it of the Notes under the laws and regulations in force in any jurisdiction to which it is subject or in which it makes such purchase, offers or sales.

### United States

The Notes have not been and will not be registered under the Securities Act, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Regulation S under the Securities Act or pursuant to an exemption from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S under the Securities Act.

Each Dealer has represented and agreed that, except as permitted by the Distribution Agreement, it will not offer or sell the Notes of any series (i) as part of its distribution at any time and (ii) otherwise until 40 days after the completion of the distribution (as determined and certified by the Fiscal Agent), of all Notes of such series issued prior to such determination, within the United States or to, or for the account or benefit of, a U.S. person, and it will have sent to each dealer to which it sells Notes during the restricted period a confirmation or other notice setting forth the restrictions on offers and sales of the Notes within the United States or to, or for the account or benefit of, U.S. persons.

In addition, until 40 days after the completion of the distribution (as determined and certified by the Fiscal Agent) of all Notes of a series, an offer or sale of Notes of such series within the United States by a dealer that is not participating in the offering may violate the registration requirements of the Securities Act.

In compliance with U.S. federal income tax laws and regulations, each of the Issuers and the Dealers agree and represent that:

- (1) except to the extent permitted under U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D) (the "D Rules"), (a) it has not offered or sold, and during the restricted period will not offer or sell, Notes in bearer form to a person who is within the United States or its possessions or to a United States person, and (b) it has not delivered and will not deliver within the United States or its possessions definitive Notes in bearer form that are sold during the restricted period;
- (2) it represents and agrees that it has and throughout the restricted period will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Notes in bearer form are aware that such Notes may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by the D Rules;
- (3) if it is a United States person, it represents that it is acquiring the Notes in bearer form for purposes of resale in connection with their original issuance and if it retains Notes in bearer form for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. § 1.163-5(c)(2)(i)(D)(6); and
- (4) with respect to each affiliate that acquires from it Notes in bearer form for the purpose of offering or selling such Notes during the restricted period, it either (a) repeats and confirms the representations and agreements contained in clauses (1), (2) and (3) on such affiliate's behalf or (b) agrees that it will obtain from such affiliate for the Issuer's benefit the representations and agreements contained in clauses (1), (2) and (3).

Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended, and Treasury regulations thereunder, including the D Rules.

In addition, each Dealer represents and agrees that it has not entered and will not enter into any contractual arrangement with any distributor (as that term is defined for purposes of the D Rules) with respect to the distribution of the Notes, except with its affiliates or with the prior written consent of the Issuer.

### **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "**Relevant Member State**"), each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "**Relevant Implementation Date**") it has not made and will not make an offer of Notes to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State:

- (a) in (or, in Germany, where the offer starts within) the period beginning on the date of publication of a prospectus in relation to those Notes which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive and ending on the date which is 12 months after the date of such publication;
- (b) at any time to legal entities which are authorised or regulated to operate in the financial markets or, if not so authorised or regulated, whose corporate purpose is solely to invest in securities;
- (c) at any time to any legal entity which has two or more of (1) an average of at least 250 employees during the last financial year; (2) a total balance sheet of more than €43,000,000 and (3) an annual net turnover of more than €50,000,000, as shown in its last annual or consolidated accounts; or
- (d) at any time in any other circumstances which do not require the publication by the Issuer of a prospectus pursuant to Article 3 of the Prospectus Directive.

For the purposes of this provision, the expression an "offer of Notes to the public" in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and

the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Member State by any measure implementing the Prospectus Directive in that Member State. The expression "Prospectus Directive" means Directive 2003/71/EC and includes any relevant implementing measure in each Relevant Member State.

## **Australia**

No offering circular, prospectus or other disclosure document (as defined in the Corporations Act 2001 (Cth)) in relation to the Programme or any Notes has been lodged with the Australian Securities and Investments Commission ("ASIC") or the Australian Stock Exchange Limited.

Each Dealer has represented (and agreed and each further Dealer appointed under the Programme will be required to represent and agree) that it:

(a) has not offered and will not offer for issue or sale and has not invited and will not invite applications for issue or offers to purchase Notes in Australia, including an offer or invitation received in Australia; and

(b) has not distributed or published and will not distribute or publish any offering memorandum, advertisement or other offering material relating to the Notes in Australia,

unless,

(i) the amount payable by each offeree or invitee for the Notes is a minimum amount (or the equivalent in another currency) of A\$500,000 disregarding amounts, if any, lent by the offeror or inviter or its associates, or the offer or invitation is otherwise an offer or invitation such that by virtue of section 708 of the Corporations Act 2001 (Cth) no disclosure is required to be made under Part 6D.2 of that Act; and

(ii) the offer, invitation or distribution complies with all applicable laws, regulations and directives and does not require any document to be lodged with ASIC under Division 5 of Part 6D.2 of the Corporations Act 2001 (Cth).

In addition, each Dealer has agreed (and each further Dealer appointed under the Programme will be required to agree) that, in connection with the primary distribution of Notes, it will not sell Notes to any person if, at the time of such sale, the employees of the Dealer, or further Dealer aware of, or involved in, the sale, knew or had reasonable grounds to suspect that, as a result of such sale, such Notes or an interest in such Notes were being, or would later be, acquired (directly or indirectly) by an Offshore Associate of GEC Australia Funding (other than one acting in the capacity of a dealer, manager or underwriter in relation to the placement of the Notes or in the capacity of a clearing house, custodian, funds manager or responsible entity of a registered scheme (within the meaning of the Corporations Act 2001 of Australia)).

Reference to "Offshore Associate", for this purpose, means an associate (as defined in section 128F of the Australian Tax Act) of GEC Australia Funding that is either a non-resident of the Commonwealth of Australia which does not acquire Notes in carrying on a business at or through a permanent establishment in Australia, or alternatively, is a resident of Australia that acquires Notes in carrying on business at or through a permanent establishment outside Australia.

## **Canada**

The Notes have not been and will not be qualified for sale under the securities laws of Canada or any province or territory thereof. Each Dealer has represented and agreed that it has not offered or sold, and that it will not offer or sell, such Notes, directly or indirectly, in Canada or to, or for the benefit of, any resident thereof in contravention of the securities laws of Canada or any province or territory thereof. Each Dealer has further agreed that, until 40 days after the date of issuance of such Notes, it will deliver to any Dealer who purchases from it such Notes a notice stating in substance that, by purchasing such Notes, such Dealer represents and agrees that it has not offered or sold and will not offer or sell, directly or indirectly, any such Notes in Canada or to, or for the benefit of, any resident thereof in contravention of the securities laws of Canada or any province or territory thereof, and will deliver to any other dealer to whom it sells any such Notes during such 40-day period a notice containing substantially the same statement as in this sentence. Each Dealer has also agreed not to distribute this Prospectus, or any other offering material relating to such Notes, in Canada. Each Dealer and any dealer who purchases from it any such Notes, may be required to furnish a certificate to the effect that it has complied with the restrictions described in this paragraph.

## **Ireland**

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that:

(a) it has only issued or passed on, and will only issue or pass on, in Ireland or elsewhere, any document received by it in connection with the issue of Notes to person who are persons to whom the document may otherwise lawfully be issued or passed on; and

(b) it has complied and will comply with all applicable provisions of the Investment Intermediaries Act, 1995 of Ireland (as amended) with respect to anything done by it in relation to the Notes or operating in, or otherwise involving, Ireland and, in the case of a Dealer acting under and within the terms of an authorization to do so for the purposes of EU Council Directive 93/22/EEC of May 10, 1993 (as amended or extended), it has complied with any codes of conduct made under the Investment Intermediaries Act, 1995 of Ireland (as amended) and, in the case of a Dealer acting within the terms of an authorization granted to it for the purposes of EU Council Directive 2000/12/EC of March 20, 2000 (as amended or extended), it has complied with any codes of conduct or practice made under section 117(1) of the Central Bank Act, 1989 of Ireland (as amended).

### **United Kingdom**

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (a) in relation to any Notes which have a maturity of less than one year, it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business and it has not offered or sold and will not offer or sell any Notes other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Notes would otherwise constitute a contravention of Section 19 of the Financial Services and Markets Act 2000 (the "FSMA") by the Issuer;
- (b) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Notes in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Guarantor; and
- (c) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Notes in, from or otherwise involving the United Kingdom.

### **Hong Kong**

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that:

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

### **Japan**

The Notes have not been, and will not be, registered under the Securities and Exchange Law of Japan. Accordingly, each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell any Notes in Japan or to, or for the benefit of, a resident of Japan or to others for reoffering or resale, directly or indirectly, in Japan or to a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the



Securities and Exchange Law and other relevant laws and regulations of Japan. As used in this paragraph, "**resident of Japan**" means any person resident in Japan, including any corporation or other entity organized under the laws of Japan. Without limiting the generality of the foregoing, Notes denominated or payable in Japanese Yen will be offered and sold by the relevant issuer in compliance with the then-current regulations and guidelines of the Japanese Ministry of Finance.

### **New Zealand**

The Issuer does not intend that the Notes should be offered for sale or subscription to the public in New Zealand in terms of the Securities Act 1978. Each Dealer shall: (i) observe all applicable laws and regulations in any jurisdiction in which it may subscribe, offer, sell or deliver Notes; and (ii) not subscribe, offer, sell or deliver Notes or distribute the Prospectus or any other offering material relating to the Notes in any jurisdiction except under circumstances that will result in compliance with all applicable laws and regulations. Without limiting the previous sentence: (i) each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it is a person whose principal business is the investment of money or who, in the course of and for the purpose of its business, habitually invests money; and (ii) no Dealer may offer, sell or deliver Notes or distribute any advertisement or offering material relating to the Notes, in breach of any provision of the Securities Act 1978.

### **Norway**

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell in the Kingdom of Norway any Notes other than to persons who are registered with the Oslo Stock Exchange as professional investors.

### **Singapore**

Each Dealer has acknowledged that this Prospectus has not been registered as a prospectus with the Monetary Authority of Singapore (the "**MAS**"). Accordingly, each Dealer has represented, warranted and agreed (and each further Dealer appointed under the Programme will be required to represent, warrant and agree) that it has not offered or sold any Notes or caused the Notes to be made the subject of an invitation for subscription or purchase and will not offer or sell any Notes or cause the Notes to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Prospectus or any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the Notes, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**"), (ii) to a relevant person pursuant to Section 275(1), or to any person pursuant to Section 275(1A), and in accordance with the conditions specified in Section 275, of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Note:

Where the Notes are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in Section 4A of the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

shares, debentures and units of shares and debentures of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Notes pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor (for corporations, under Section 274 of the SFA) or to a relevant person defined in Section 275(2) of the SFA, or to any person pursuant to an offer that is made on terms that such shares, debentures and units of shares and debentures of that corporation or such rights and interest in that trust are acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets, and further for corporations, in accordance with the conditions specified in Section 275 of the SFA;
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law.

## **Switzerland**

In connection with the initial placement of any Notes in Switzerland, each Dealer agrees, and each further Dealer appointed under the Programme will be required to agree, that the Notes will not be offered or sold in Switzerland save for to a limited group of persons within the meaning of Art. 652a(2) of the Swiss Code of Obligations of March 30, 1911.

## **South Africa**

Each Dealer has represented and agreed (and each further Dealer appointed under the Programme will be required to represent and agree) that it has not and will not offer for sale or subscription or sell any Notes, directly or indirectly, within the Republic of South Africa or to any person or corporate or other entity resident in the Republic of South Africa except (a) in accordance with the exchange control regulations of the Republic of South Africa and (b) to any entity resident or within the Republic of South Africa in accordance with the Commercial Paper regulations, the Companies Act 1973 and the Financial Advisory and Intermediary Services Act 2002.

## **GENERAL INFORMATION**

### **Listings**

Application has been made for Notes to be admitted to the Official List of the UK Listing Authority and to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market. Application has also been made for permission to deal in, and for quotation of, any Notes which are agreed at the time of issue to be listed on the Singapore Stock Exchange. It is expected that Notes to be admitted to the Official List of the UK Listing Authority and to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market will be admitted separately as and when issued, subject only to the issue of a global Note or Notes initially representing the Notes of such Tranche. The listing of the Programme on the Official List of the UK Listing Authority with respect to such Notes is expected to be granted on or around April 4, 2007. Subject to applicable law and regulations, the Notes of any series may also be listed and/or admitted to trading on or by other stock exchanges, competent authorities and/or markets.

### **Auditors**

The auditors of GE Capital are KPMG LLP, an independent registered public accounting firm, of 3001 Summer Street, Stamford, Connecticut 06905, U.S.A.

The independent registered public accounting firm's report on GE Capital's financial statements for the year ended December 31, 2006, and management's assessment of the effectiveness of internal control over financial reporting and the effectiveness of internal control over financial reporting as of December 31, 2006, may be found on pages 34 and 35 of GE Capital's Annual Report on Form 10-K, for the fiscal year ended December 31, 2006, which is incorporated by reference herein (see "**Documents Incorporated by Reference**").

The report of KPMG LLP on the consolidated financial statements and schedule is dated February 9, 2007.

The report of KPMG LLP on the consolidated financial statements and schedule refers to a change in 2006 in the method of accounting for pension and other postretirement benefits.

### **Authorizations**

The issuance of Notes by GE Capital and the grant of the Guarantee by GE Capital were authorized most recently by resolutions adopted by the Board of Directors of GE Capital on March 15, 2007.

The issuance of Notes by GEC Australia Funding was authorized by resolutions adopted by the Board of Directors of GEC Australia Funding on March 30, 2007.

The issuance of Notes by GEC Canada Funding was authorized by resolutions adopted by the Board of Directors of GEC Canada Funding on May 10, 2006.

The respective issuance of Notes by each of the Irish Issuers was authorized by resolutions adopted by the respective Board of Directors of each Irish Issuer on March 30, 2007.

The above-mentioned resolutions provide the grant of authority for the respective Issuers to issue debt securities, including Notes, and are subject to annual approval.

### **Litigation**

None of the Issuers is aware of any governmental, legal or arbitration proceeding, nor is any Issuer aware of any pending or threatened governmental, legal or arbitration proceeding, during a period covering the previous twelve months prior to the date of this Prospectus which may have, or has had in the recent past, a significant effect on the financial position or profitability of such Issuer and its subsidiaries.

### **Clearance and Settlement**

The Notes, when issued, will be accepted for clearance through Euroclear and through Clearstream, Luxembourg (which are entities in charge of keeping records) or such other clearing systems as may be specified in an applicable Final Terms relating to a Tranche of Notes. The appropriate Common Code and ISIN for each Tranche allocated by Euroclear and Clearstream, Luxembourg and details of any other agreed clearing system will be contained in the relevant Final Terms. Transactions will normally be effected for settlement not earlier than three days after the date of the transaction.

The address of Euroclear is 3 Boulevard du Roi Albert III, B-1210 Brussels, Belgium and the address of Clearstream, Luxembourg is 42 Avenue JF Kennedy, L-1855 Luxembourg, Luxembourg.

### **Documents available**

From the date hereof and throughout the lifetime of the Programme, copies of the following documents will be available free of charge from the registered offices of the Irish Issuers or from the specified office of the Principal Paying Agent in London:

- (i) the constitutional documents of each of the Issuers;
- (ii) the audited annual consolidated financial statements of GE Capital for each of the years ended December 31, 2006 and December 31, 2005;
- (iii) the latest published interim accounts of GE Capital, which are published quarterly;
- (iv) the Guarantee;
- (v) this Prospectus;
- (vi) the Distribution Agreement;
- (vii) the Fiscal Agency Agreement;
- (viii) any future Base Prospectus and supplements, including Final Terms to this Prospectus and any documents incorporated herein or therein by reference.

### **Material adverse change and significant change**

Since December 31, 2006, there has been no material adverse change in the prospects, and there has been no significant change in the financial or trading position, of any of the Issuers (other than GE Capital) and their respective subsidiaries.

Since December 31, 2006, there has been no material adverse change in the prospects, and there has been no significant change in the financial or trading position, of GE Capital and its consolidated subsidiaries.

### **Material Contracts**

None of the Issuers has entered into any material contracts otherwise than in the ordinary course of such Issuer's business.

## GLOSSARY

The following is a glossary of terms used in this Prospectus.

In this Prospectus, references to "€", "Euro" "euro" and "EUR" are to the lawful currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended, references to "Sterling", "GBP" and "£" are to Pounds Sterling, references to "A\$" are to Australian Dollars, references to "\$", "U.S.\$" and "U.S. Dollars" are to United States Dollars, references to "C\$" and "CAD" are to Canadian Dollars and references to "¥" and "Yen" are to Japanese Yen.

"**Business Day**" means, unless otherwise specified in the applicable Final Terms, any day other than a Saturday or Sunday or any other day on which banking institutions are generally authorized or obligated by law or regulation to close in each of (i) the Principal Financial Center of the country in which the relevant Issuer is incorporated; (ii) the Principal Financial Center of the country of the currency in which the Notes are denominated (if the Note is denominated in a Specified Currency other than euro); (iii) London, England; (iv) The City of New York; and (v) any Additional Business Centre specified in the applicable Final Terms; provided, however, that with respect to Notes denominated in euro, such day is also a TARGET Settlement Day.

"**Designated EURIBOR Page**" means Capital Markets Report Screen EURIBOR01 of Reuters, or any other page as may replace such page on such service.

"**Designated LIBOR Currency**" means the currency (including composite currencies and euro) specified in the Final Terms as to which LIBOR shall be calculated. If no such currency is specified in the Final Terms, the Designated LIBOR Currency shall be U.S. Dollars.

"**Designated LIBOR Page**" means Capital Markets Report Screen LIBOR01 of Reuters, or any other page as may replace such page on such service.

"**EURIBOR**" means the Euro-zone Inter-bank Offered Rate for deposits in a specified currency.

"**Euro-zone**" means the region comprised of the member states of the European Union that adopt the euro as their single currency in accordance with the Treaty establishing the European Communities, as amended.

"**FHLB Index**" means the monthly weighted average cost of funds paid by member institutions of the Eleventh Federal Home Loan Bank District most recently announced by the United States Federal Home Loan Bank.

"**H.15(519)**" means the publication entitled "**Statistical Release H.15(519), Selected Interest Rates**", or any successor publication published by the Board of Governors of the United States Federal Reserve System.

"**H.15 Daily Update**" means the daily update of H.15(519), available through the world-wide-web site of the Board of Governors of the United States Federal Reserve System at <http://www.bog.frb.fed.us/releases/h15/update>, or any successor service.

"**Index Maturity**" means the period to maturity of the instrument, obligation or index with respect to which the calculation agent will calculate the Interest Rate Basis or Bases.

"**Interest Determination Dates**" means:

- (a) for CD Rate Notes, Commercial Paper Rate Notes, Federal Funds Rate Notes and Prime Rate Notes, the second Business Day preceding each Interest Reset Date for the related Note;
- (b) for Eleventh District Cost of Funds Rate Notes, the last working day of the month immediately preceding each Interest Reset Date on which the Federal Home Loan Bank of San Francisco publishes the FHLB Index;
- (c) for LIBOR Notes, the second London Business Day preceding each Interest Reset Date, unless the Designated LIBOR Currency is (i) pounds sterling, in which case the "**Interest Determination Date**" will be the applicable Interest Reset Date, or (ii) euro, in which case the Interest Determination Date will be the second TARGET Settlement Day preceding such Interest Reset Date;
- (d) for EURIBOR Notes, the second TARGET Settlement Day preceding each Interest Reset Date for the related Notes;
- (e) for Treasury Rate Notes, the day in the week in which the related Interest Reset Date falls on which day Treasury Bills are normally auctioned (Treasury Bills are normally sold at auction on Monday of each week, unless that day is a legal holiday, in which case the auction is normally held on the following Tuesday, except that such auction may be held on the preceding Friday); provided, however, that if an auction is held on the Friday of the week preceding the related Interest Reset Date, the related Interest Determination Date will be such preceding Friday; and provided, further, that if an auction falls on any Interest Reset Date, then the related Interest Reset Date will instead be the first Business Day following such auction; and
- (f) for a Floating Rate Note the interest rate of which is determined with reference to two or more Interest Rate Bases, the latest Business Day which is at least two Business Days prior to each Interest Reset Date for such Floating Rate Note.

"**LIBOR**" means the London Inter-bank Offered Rate for deposits in a specified currency.

"**London Business Day**" means any day on which commercial banks are open for business (including dealings in the Designated LIBOR Currency) in London, England.

"**Money Market Yield**" means a yield (expressed as a percentage) calculated in accordance with the following formula:

$$\text{Money Market Yield} = \frac{D \times 360}{360 - (D \times M)} \times 100$$

where "**D**" refers to the applicable per annum rate for commercial paper quoted on a bank discount basis and expressed as a decimal, and "**M**" refers to the actual number of days in the period for which interest is being calculated.

"**Principal Financial Center**" means (i) the capital of the country issuing the currency in which the Notes are denominated or (ii) the capital city of the country to which the Designated LIBOR Currency relates, as applicable, except, in the case of (i) or (ii) above, that with respect to the following currencies, the "**Principal Financial Center**" will be as indicated below:

<u>Currency</u>	<u>Principal Financial Center</u>
United States Dollars	The City of New York
Australian Dollars	Sydney and Melbourne
Canadian Dollars	Toronto
New Zealand Dollars	Auckland and Wellington
Norwegian Krone	Oslo
South African Rand	Johannesburg
Swedish Krona	Stockholm
Swiss Francs	Zurich

"**Reuters Screen PRIME 1 Page**" means the display on the Reuter Monitor Money Rates Service (or any successor service) on the "**US PRIME 1**" page (or such other page as may replace the US PRIME 1 page on such service) for the purpose of displaying prime rates or base lending rates of major United States banks.

"**Representative Amount**" means a principal amount of not less than \$1,000,000 (or its foreign currency equivalent) that in the calculation agent's judgment is representative for a single transaction in the relevant currency in which related Notes are issued in such market at such time.

"**Spread**" means the number of basis points expressed as a percentage (one basis point equals one-hundredth of a percentage point) that the calculation agent will add or subtract from the related Interest Rate Basis or Bases applicable to a Floating Rate Note.

"**Spread Multiplier**" means the percentage of the related Interest Rate Basis or Bases applicable to a Floating Rate Note by which the calculation agent will multiply such Interest Rate Basis or Bases to determine the applicable interest rate on such Floating Rate Note.

"**TARGET Settlement Day**" means any day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer (TARGET) System is open.

"**Telerate**" means Moneyline Telerate, Inc., or any successor service.

## FORM OF WHOLESALE FINAL TERMS

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of at least €50,000 to be admitted to trading on an EU Regulated Market.*

## PROSPECTUS

Dated \_\_\_\_\_

FINAL TERMS NO. \_\_\_\_\_

Dated \_\_\_\_\_

[GENERAL ELECTRIC CAPITAL CORPORATION]  
 [GE CAPITAL AUSTRALIA FUNDING PTY. LTD.]  
 [GE CAPITAL CANADA FUNDING COMPANY]  
 [GE CAPITAL EUROPEAN FUNDING]  
 [GE CAPITAL UK FUNDING]  
 [ADDITIONAL ISSUER]  
 [GUARANTEED BY GENERAL ELECTRIC CAPITAL CORPORATION]  
 ISSUE OF EURO MEDIUM-TERM NOTES  
 [[\_\_\_\_\_% Fixed Rate][Floating Rate] Notes Due \_\_\_\_\_]

## PART A CONTRACTUAL TERMS

## [COMMERCIAL PAPER:]

The Notes referred to in these Final Terms constitute Commercial Paper for the purposes of, and are issued in accordance with, an exemption granted by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland under section 8(2) of the Central Bank Act, 1971 of Ireland, as inserted by section 31 of the Central Bank Act, 1989 of Ireland, as amended by section 70(d) of the Central Bank Act, 1997 of Ireland. Issuers, such as *[Insert name of Irish Issuer]*, of Commercial Paper such as the Notes, covered by the notice dated 12 November 2002 which sets out the terms and exemptions referred to above, are not regulated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland arising from the issue of Commercial Paper. An investment in the Notes or any interest herein does not have the status of a bank deposit and is not within the scope of the Deposit Protection Scheme operated by the Irish Financial Services Regulatory Authority as a constituent part of the Central Bank and Financial Services Authority of Ireland.<sup>1</sup>

Terms used herein shall be deemed to be defined as such for the purposes of the Description of the Notes set forth in the above referenced Prospectus [and the supplemental Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus [and the supplemental prospectus] [is] [are] available for viewing during normal office hours at the office of the Principal Paying Agent in London and copies may be obtained from the principal office of the Issuer.

*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Description of the Notes set forth in the Prospectus dated [original date] [and the supplemental prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**") and must be read in conjunction with the Prospectus dated [current date] [and the supplemental Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Description of the Notes which are extracted from the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectuses dated [original date] and [current date] [and the supplemental Prospectuses dated [●] and [●]]. [The Prospectuses [and the supplemental Prospectuses] are available for viewing during normal office hours at the office of the Principal Paying Agent in London and copies may be obtained from the principal office of the Issuer.

<sup>1</sup> For insertion in the case of Notes issued by an Irish Issuer which have a maturity of less than one year.

*[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

**General Information:**

Description of Issuer:

General Electric Capital Corporation  
GE Capital Australia Funding Pty. Ltd.  
GE Capital Canada Funding Company  
GE Capital European Funding  
GE Capital UK Funding  
[Additional Issuer]

[Guarantor (if applicable):

General Electric Capital Corporation]

Trade Date:

\_\_\_\_\_

Settlement Date (Original Issue Date):

\_\_\_\_\_

Maturity Date:

\_\_\_\_\_

Principal Amount (in Specified Currency):

\_\_\_\_\_

Price to Public (Issue Price):

\_\_\_\_\_

Dealer's Discount or Commission:

\_\_\_\_\_

Governing Law:

New York

**Ranking:**

Senior

Subordinated [If applicable, provide details]

**[Authorisation/Approval]**

Date [Board] approval

for issuance of Notes [and Guarantee] obtained:

[ ] [and[ ] respectively]]

*(N.B. Only relevant where Board (or similar) authorization is required for the particular tranche of the Notes or related Guarantee).]*

*[Fixed Rate Notes Only]* **Interest Rate:**

Fixed Interest Rate Per Annum:

\_\_\_\_\_

Interest Payment Period:

Annual                      Semi-Annual  
Quarterly                  Monthly

Fixed Interest Payment Dates:

Each \_\_\_\_\_, commencing \_\_\_\_\_

Day Count Fraction:

30/360 *[in the case of Notes denominated in U.S. Dollars]*

*Actual/Actual (ICMA) [in the case of Notes denominated in a currency other than U.S. Dollars]*

Other: *[specify]*

[Determination Dates:]

*[Each \_\_\_\_\_][Only applicable if Fixed Day Count Fraction is Act/Act (ICMA). Insert regular Fixed Interest Payment Dates, ignoring the Original Issue Date or the Maturity Date in the case of a long or short first or last coupon. In these cases, insert regular Fixed Interest Payment Dates.]*

[Interest Commencement Date:]

*[\_\_\_\_\_][Only applicable if Fixed Day Count Fraction is Act/Act (ICMA) or 30/360]*

[Floating Rate Notes Only] **Interest Rate:**

Interest Calculation:

Regular Floating Rate  
Inverse Floating Rate  
Other Floating Rate

Interest Rate Basis:

CD Rate    Commercial Paper Rate    Eleventh District Cost of Funds Rate    Federal Funds Rate  
LIBOR    EURIBOR    Treasury Rate    Prime Rate    Other

Spread (Plus or Minus): **[plus/minus \_\_\_\_ %]**

Spread Multiplier: \_\_\_\_\_

Index Maturity: \_\_\_\_ Months

Designated LIBOR Currency: \_\_\_\_\_

Maximum Interest Rate: \_\_\_\_\_

Minimum Interest Rate: \_\_\_\_\_

Interest Payment Period: **[Daily, Monthly, Quarterly, Semi-annually]**

Interest Payment Date: Each **[list interest payment dates]**

Initial Interest Rate Per Annum: To be determined \_\_\_\_\_ Business Days prior to the Original Issue Date based upon **[interest rate basis plus/minus the spread amount]**

Interest Reset Periods and Dates: **[Daily/monthly/quarterly/semi-annually]** on each Interest Payment Date

Interest Determination Date: \_\_\_\_ Business Days prior to each Interest Reset Date

Regular Record Dates (if any): \_\_\_\_\_

Day Count Fraction: \_\_\_\_\_

Additional Business Centre: *[Not applicable/if applicable insert any relevant additional business centre for any applicable additional Business Days not covered in definition of "Business Day" in the glossary]*

Calculation Agent: **[Fiscal Agent] [Other]**

**Repayment and Redemption:**

Issuer Optional Redemption Date: \_\_\_\_\_

Noteholder Optional Redemption Date: \_\_\_\_\_

Optional Repayment: **[Applicable/Not applicable] [If applicable, provide details]**

**Amortizing Notes:**

Amortization Schedule: \_\_\_\_\_

**Dual Currency Notes:**

Face Amount Currency: \_\_\_\_\_

Option Value Calculation Agent: \_\_\_\_\_

Optional Payment Currency: \_\_\_\_\_

Option Election Date(s): \_\_\_\_\_

Designated Exchange Rate: \_\_\_\_\_



**Indexed Notes:**

Currency Base Rate: \_\_\_\_\_  
Determination Agent: \_\_\_\_\_

**Extendible Notes:**

Initial Maturity Date: \_\_\_\_\_  
Election Date: \_\_\_\_\_  
Final Maturity Date: \_\_\_\_\_  
Other terms and conditions: \_\_\_\_\_

**Form of Notes:**

Temporary global Note to Permanent global Note

Temporary global Note to definitive Notes

Registered Notes available

New global Note *[Only applicable for Notes denominated in euros and issued by GE Capital and/or GE Capital European Funding for which global Notes are to be issued in NGN form if so specified in the Final Terms]*

**Denominations**

Notes will be available in denominations of **[Insert denominations]**. *[Notes issued by GE Capital European Funding and/or GE Capital UK Funding are subject to a minimum denomination of €1,000 (or the equivalent in other currencies)]*

*[Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of S 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).]*

**Redenomination**

Issuer option to redenominate Notes: \_\_\_\_\_

**Plan of Distribution:****[Underwritten]**

The Notes are being purchased by the following financial institutions in the respective amount set forth below pursuant to a Terms Agreement between [General Electric Capital Corporation, as Issuer][GE Capital Australia Funding Pty. Ltd., as Issuer, General Electric Capital Corporation, as Guarantor][GE Capital Canada Funding Company, as Issuer, General Electric Capital Corporation, as Guarantor] [GE Capital European Funding, as Issuer, General Electric Capital Corporation, as Guarantor][GE Capital UK Funding, as Issuer, General Electric Capital Corporation, as Guarantor] [[Additional Issuer], as Issuer, General Electric Capital Corporation, as Guarantor] and the financial institutions listed below dated \_\_\_\_\_ executed under the Eighth Amended and Restated Distribution Agreement dated May 12, 2006, among General Electric Capital Corporation, GE Capital Australia Funding Pty. Ltd., GE Capital Canada Funding Company, GE Capital European Funding, GE Capital UK Funding [Additional Issuer, if any, acceding to Agreement], on the one hand, and the Dealers named therein, on the other (the "**Distribution Agreement**");

**Financial Institution****Amount of Notes**

[List all Managers (legal name)]

[List amounts]

Total \_\_\_\_\_

Each of the above-named financial institutions is hereinafter referred to as a "**Manager**" and collectively, the "**Managers**". To the extent that any of the Managers are not named as Dealers in the Distribution Agreement, the Issuer has appointed them as Dealers thereunder for this transaction pursuant to the relevant Terms Agreement.

The combined management and underwriting commission payable by the Issuer to the Managers with respect to the respective purchases of the Notes is % of the principal amount of the Notes. The purchase price payable to the Issuer by the Managers for the Notes will be reduced by a selling commission of \_% of the principal amount of the Notes.

**[In connection with any issue of a Tranche of Notes, [Name of Stabilizing Manager] (or any person acting on behalf of such person) may over-allot Notes (provided that the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the Tranche) or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or any person acting on behalf of the Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Tranche and 60 days after the date of the allotment of the Tranche.]**

[IF NECESSARY, INSERT SELLING RESTRICTIONS OF COUNTRIES NOT SET OUT IN PROSPECTUS]

**[Agented]**

**[Mandated Dealer]** is acting as Agent in connection with the distribution of the Notes.

## **[LISTING AND ADMISSION TO TRADING APPLICATION]**

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Issuer's Euro-Medium Term Note Programme dated *[date of relevant Prospectus]*.

## **[RESPONSIBILITY]**

The Issuer [and Guarantor] accept[s] responsibility for the information contained in these Final Terms.] [[●] has been extracted from [●]. [Each of the][The] Issuer [and Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from the information published by [●], no facts have been omitted which would render the reproduced inaccurate or misleading.]

## **PART B OTHER INFORMATION**

### **Listing:**

Listed on the Official List of the UK Listing Authority and an application has been made for the Notes to be admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market with effect from [●].

Not Listed

Other listing: [specify]

### **Ratings:**

The Notes to be issued have been rated:

[S&P: *[In respect of Senior Notes [AAA/A-1+]]*

[Moody's: *[In respect of Senior Notes Aaa]*

[[Other]: [ ]]

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

### **Notification**

[N/A]/[The *[include name of competent authority in home Member State]* [has been requested to provide/has provided – include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the *[include names of competent authorities of host Member States]* with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.]]

**[Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

*[N/A]/[Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:*

"Save as discussed in ["**Plan of Distribution**"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer." ]]

**Reasons for the Offer, Estimated Net Proceeds and Total Expenses**

[Reasons for the offer: [ ]  
(See ["Use of Proceeds"] wording in Prospectus – if reasons for offer different from proceeds being added to general funds and will be available for financing of the Issuer's operations will need to include those reasons here.)]

Estimated net proceeds to Issuer (in Specified Currency): [ ]  
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

Estimated total expenses: [ ] [include breakdown of expenses.]  
(Only necessary to include disclosure of net proceeds and total expenses above where disclosure is included at "Reasons for the offer" above.)\*

*(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)*

**[Fixed Rate Notes only Yield]**

Indication of yield: [ ]  
The yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

**[Index-Linked or other variable-linked Notes only – Performance of Index/Formula/Other Variable and Other Information Concerning The Underlying]**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]]\**

**[Dual Currency Notes only - Performance of Rate[s] of Exchange]**

*Include details of where past and future performance and volatility of relevant rate[s] can be obtained]\**

**Operational Information**

ISIN: \_\_\_\_\_  
Common Code: \_\_\_\_\_

\* Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. If the Final Redemption Amount is less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes][No] *[Only applicable for Notes denominated in euros and issued by GE Capital, GE Capital European Funding and/or GE Capital UK Funding for which global Notes are to be issued in NGN form]*

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in which case the Notes must be issued in NGN form]

Names and addresses of additional Paying Agent(s) (if any):

[N/A/give name(s) and number(s)]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking *société anonyme* and the relevant identification number(s):

[N/A/give name(s) and number(s)]

**FORM OF RETAIL FINAL TERMS**

*Set out below is the form of Final Terms which will be completed for each Tranche of Notes issued under the Programme with a denomination of less than €50,000 to be admitted to trading on an EU Regulated Market and/or offered to the public in the European Economic Area.*

**PROSPECTUS**

Dated \_\_\_\_\_

**FINAL TERMS NO.** \_\_\_\_\_

Dated \_\_\_\_\_

[GENERAL ELECTRIC CAPITAL CORPORATION]  
 [GE CAPITAL AUSTRALIA FUNDING PTY. LTD.]  
 [GE CAPITAL CANADA FUNDING COMPANY]  
 [GE CAPITAL EUROPEAN FUNDING]  
 [GE CAPITAL UK FUNDING]  
 [ADDITIONAL ISSUER]  
 [GUARANTEED BY GENERAL ELECTRIC CAPITAL CORPORATION]  
 ISSUE OF EURO MEDIUM-TERM NOTES  
 [[\_\_\_\_\_% Fixed Rate][Floating Rate] Notes Due \_\_\_\_\_]

**PART A CONTRACTUAL TERMS**

Terms used herein shall be deemed to be defined as such for the purposes of the Description of the Notes set forth in the above referenced Prospectus [and the supplemental Prospectus dated [●]] which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**"). This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive and must be read in conjunction with such Prospectus [as so supplemented]. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectus. The Prospectus [and the supplemental prospectus] [is] [are] available for viewing during normal office hours at the office of the Principal Paying Agent in London and copies may be obtained from the principal office of the Issuer.

*The following alternative language applies if the first tranche of an issue which is being increased was issued under an Prospectus with an earlier date.*

Terms used herein shall be deemed to be defined as such for the purposes of the Description of the Notes dated [original date] [and the supplemental prospectus dated [●]]. This document constitutes the Final Terms of the Notes described herein for the purposes of Article 5.4 of the Prospectus Directive (Directive 2003/71/EC) (the "**Prospectus Directive**") and must be read in conjunction with the Prospectus dated [current date] [and the supplemental Prospectus dated [●]], which [together] constitute[s] a base prospectus for the purposes of the Prospectus Directive, save in respect of the Description of the Notes which are extracted from the Prospectus dated [original date] [and the supplemental Prospectus dated [●]] and are attached hereto. Full information on the Issuer and the offer of the Notes is only available on the basis of the combination of these Final Terms and the Prospectuses dated [original date] and [current date] [and the supplemental Prospectuses dated [●] and [●]]. [The Prospectuses [and the supplemental prospectuses] are available for viewing during normal office hours at the office of the Principal Paying Agent in London and copies may be obtained from the principal office of the Issuer.

*[When completing any final terms, or adding any other final terms or information, consideration should be given as to whether such terms or information constitute "significant new factors" and consequently trigger the need for a supplement to the Prospectus under Article 16 of the Prospectus Directive.]*

**General Information:**

Description of Issuer:

General Electric Capital Corporation  
 GE Capital Australia Funding Pty. Ltd.  
 GE Capital Canada Funding Company  
 GE Capital European Funding  
 GE Capital UK Funding  
 [Additional Issuer]

[Guarantor (if applicable):

General Electric Capital Corporation]

Trade Date:

\_\_\_\_\_

Settlement Date (Original Issue Date): \_\_\_\_\_

Maturity Date: \_\_\_\_\_

Principal Amount (in Specified Currency): \_\_\_\_\_

Price to Public (Issue Price): \_\_\_\_\_

Dealer's Discount or Commission: \_\_\_\_\_

Governing Law: New York

**Ranking:**

Senior  
Subordinated [If applicable, provide details]

**[Authorisation/Approval]**

Date [Board] approval  
for issuance of Notes [and Guarantee] obtained:

[ \_\_\_\_\_ ][and[ \_\_\_\_\_ ] respectively]]  
(N.B. Only relevant where Board (or similar) authorization  
is required for the particular tranche of the Notes or  
related Guarantee).]

*[Fixed Rate Notes Only]* **Interest Rate:**

Fixed Interest Rate Per Annum: \_\_\_\_\_

Interest Payment Period: Annual Semi-Annual  
Quarterly Monthly

Fixed Interest Payment Dates: Each \_\_\_\_\_, commencing \_\_\_\_\_

Day Count Fraction: 30/360 [in the case of Notes denominated in U.S. Dollars]

Actual/Actual (ICMA) [in the case of Notes denominated in  
a currency other than U.S. Dollars]

Other: [specify]]

[Determination Dates:] [Each \_\_\_\_\_][Only applicable if Fixed Day Count Fraction  
is Act/Act (ICMA). Insert regular Fixed Interest Payment  
Dates, ignoring the Original Issue Date or the Maturity  
Date in the case of a long or short first or last coupon. In  
these cases, insert regular Fixed Interest Payment Dates.]

[Interest Commencement Date:] [ \_\_\_\_\_ ][Only applicable if Fixed Day Count  
Fraction is Act/Act (ICMA) or 30/360]

*[Floating Rate Notes Only]* **Interest Rate:**

Interest Calculation:  
Regular Floating Rate  
Inverse Floating Rate  
Other Floating Rate

Interest Rate Basis:  
CD Rate Commercial Paper Rate Eleventh District Cost of Funds Rate Federal Funds Rate  
LIBOR EURIBOR Treasury Rate Prime Rate Other

Spread (Plus or Minus): [plus/minus \_\_\_\_\_%]

Spread Multiplier: \_\_\_\_\_

Index Maturity: \_\_\_\_\_ Months

Designated LIBOR Currency: \_\_\_\_\_

Maximum Interest Rate: \_\_\_\_\_

Minimum Interest Rate:	_____
Interest Payment Period:	<b>[Daily, Monthly, Quarterly, Semi-annually]</b>
Interest Payment Date:	Each <b>[list interest payment dates]</b>
Initial Interest Rate Per Annum:	To be determined _____ Business Days prior to the Original Issue Date based upon <b>[interest rate basis plus/minus the spread amount]</b>
Interest Reset Periods and Dates:	<b>[Daily/monthly/quarterly/semi-annually]</b> on each Interest Payment Date
Interest Determination Date:	____ Business Days prior to each Interest Reset Date
Regular Record Dates (if any):	_____
Day Count Fraction:	_____
Additional Business Centre:	<i>[Not applicable/if applicable insert any relevant additional business centre for any applicable additional Business Days not covered in definition of "Business Day" in the glossary]</i>
Calculation Agent:	<b>[Fiscal Agent] [Other]</b>
<b><u>Repayment and Redemption:</u></b>	
Issuer Optional Redemption Date:	_____
Noteholder Optional Redemption Date:	_____
Optional Repayment:	<b>[Applicable/Not applicable] [If applicable, provide details]</b>
<b><u>Amortizing Notes:</u></b>	
Amortization Schedule:	_____
<b><u>Dual Currency Notes:</u></b>	
Face Amount Currency:	_____
Option Value Calculation Agent:	_____
Optional Payment Currency:	_____
Option Election Date(s):	_____
Designated Exchange Rate:	_____
<b><u>Indexed Notes:</u></b>	
Currency Base Rate:	_____
Determination Agent:	_____
<b><u>Extendible Notes:</u></b>	
Initial Maturity Date:	_____
Election Date:	_____
Final Maturity Date:	_____
Other terms and conditions:	_____
<b><u>Form of Notes:</u></b>	
Temporary global Note to Permanent global Note	
Temporary global Note to definitive Notes	

Registered Notes available

New global Note *[Only applicable for Notes denominated in euros and issued by GE Capital and/or GE Capital European Funding which global Notes are to be issued in NGN form if so specified in the Final Terms]*

### **Denominations**

Notes will be available in denominations of **[Insert denominations]**. *[Notes issued by GE Capital European Funding and/or GE Capital UK Funding are subject to a minimum denomination of €1,000 (or the equivalent in other currencies)]*

*[Notes (including Notes denominated in Sterling) in respect of which the issue proceeds are to be accepted by the issuer in the United Kingdom or whose issue otherwise constitutes a contravention of S 19 FSMA and which have a maturity of less than one year must have a minimum redemption value of £100,000 (or its equivalent in other currencies).]*

### **Redenomination**

Issuer option to redenominate Notes: \_\_\_\_\_

### **Plan of Distribution:**

#### **[Underwritten]**

The Notes are being purchased by the following financial institutions in the respective amount set forth below pursuant to a Terms Agreement between [General Electric Capital Corporation, as Issuer][GE Capital Australia Funding Pty. Ltd., as Issuer, General Electric Capital Corporation, as Guarantor][GE Capital Canada Funding Company, as Issuer, General Electric Capital Corporation, as Guarantor] [GE Capital European Funding, as Issuer, General Electric Capital Corporation, as Guarantor][GE Capital UK Funding, as Issuer, General Electric Capital Corporation, as Guarantor] [[Additional Issuer], as Issuer, General Electric Capital Corporation, as Guarantor] and the financial institutions listed below dated \_\_\_\_\_ executed under the Eighth Amended and Restated Distribution Agreement dated May 12, 2006, among General Electric Capital Corporation, GE Capital Australia Funding Pty. Ltd., GE Capital Canada Funding Company, GE Capital European Funding, GE Capital UK Funding [Additional Issuer, if any, acceding to Agreement], on the one hand, and the Dealers named therein, on the other (the "**Distribution Agreement**"):

<b><u>Financial Institution</u></b>	<b><u>Address</u></b>	<b><u>Amount of Notes</u></b>
<b>[List all Managers (legal name)]</b>	<b>[insert addresses if not as per Prospectus]</b>	<b>[List amounts]</b>

*(Include names and addresses of entities agreeing to underwrite the issue on a firm commitment basis and names and addresses of the entities agreeing to place the issue without a firm commitment or on a "best efforts" basis if such entities are not the same as the Managers).*

Total \_\_\_\_\_

Each of the above-named financial institutions is hereinafter referred to as a "**Manager**" and collectively, the "**Managers**". To the extent that any of the Managers are not named as Dealers in the Distribution Agreement, the Issuer has appointed them as Dealers thereunder for this transaction pursuant to the relevant Terms Agreement.

The combined management and underwriting commission payable by the Issuer to the Managers with respect to the respective purchases of the Notes is % of the principal amount of the Notes. The purchase price payable to the Issuer by the Managers for the Notes will be reduced by a selling commission of \_\_% of the principal amount of the Notes.

**[In connection with any issue of a Tranche of Notes, [Name of Stabilizing Manager] (or any person acting on behalf of such person) may over-allot Notes (provided that the aggregate principal amount of Notes allotted does not exceed 105 per cent. of the aggregate principal amount of the Tranche) or effect transactions with a view to supporting the market price of the Notes at a level higher than that which might otherwise prevail. However, there is no assurance that the Stabilizing Manager (or any person acting on behalf of the Stabilizing Manager) will undertake stabilization action. Any stabilization action may begin on or after the date on which adequate public disclosure of the final terms of the offer of the Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the Tranche and 60 days after the date of the allotment of the Tranche.]**



## **Distributors**

Name and address of Distributors/placers:

—[N/A / *[give details, as per below instruction]*]

*(Insert the following details if offer is a public offer: (i) name and address of the Distributors/placers of the Notes in those jurisdictions in which the offer is made; or (ii) to the extent that details in (i) are unknown prior to the offer period in respect of the Notes, disclosure as to the method of communication of the Distributors/placers prior to or on the Issue Date.)*

[IF NECESSARY, INSERT SELLING RESTRICTIONS OF COUNTRIES NOT SET OUT IN PROSPECTUS]

### **[Agented]**

**[Insert name and address of Mandated Dealer]** is acting as Agent in connection with the distribution of the Notes.

### **[LISTING AND ADMISSION TO TRADING APPLICATION]**

These Final Terms comprise the final terms required to list and have admitted to trading the issue of Notes described herein pursuant to the Issuer's Euro-Medium Term Note Programme dated *[date of relevant Prospectus]*.

### **[RESPONSIBILITY]**

The Issuer [and Guarantor] accept[s] responsibility for the information contained in these Final Terms.] **[●]** has been extracted from **[●]**. [Each of the][The] Issuer [and Guarantor] confirms that such information has been accurately reproduced and that, so far as it is aware, and is able to ascertain from the information published by **[●]**, no facts have been omitted which would render the reproduced inaccurate or misleading.]

## **PART B OTHER INFORMATION**

### **Listing:**

Listed on the Official List of the UK Listing Authority and an application has been made for the Notes to be admitted to trading on the London Stock Exchange's Gilt Edged and Fixed Interest Market with effect from **[●]**.

Not Listed

Other listing: *[specify]*

*(Where documenting a fungible issue need to indicate that original securities are already admitted to trading)*

### **Ratings:**

The Notes to be issued have been rated:

[S&P: *[In respect of Senior Notes [AAA/A-1+]]* [An obligation rated 'AAA' has the highest rating assigned by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is extremely strong. The ratings from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories.] [A short-term obligation rated "A-1" is rated in the highest category by Standard & Poor's. The obligor's capacity to meet its financial commitment on the obligation is strong. Within this category, certain obligations are designated with a plus sign (+). This indicates that the obligor's capacity to meet its financial commitment on these obligations is extremely strong.]

[Moody's: *[In respect of Senior Notes Aaa]* [Obligations rated 'Aaa' are judged to be of the highest quality, with minimal credit risk. Moody's appends numerical modifiers 1, 2, and 3 to each generic rating classification from Aa through Caa. The modifier 1 indicates that the obligation ranks in the higher end of its generic rating category; the modifier 2 indicates a mid-range ranking; and the modifier 3 indicates a ranking in the lower end of that generic rating category.]

[[Other]: [ ]]

*[Include a brief explanation of the meaning of the ratings if this has previously been published by the rating provider.]*

*(The above disclosure should reflect the rating allocated to Notes of the type being issued under the Programme generally or, where the issue has been specifically rated, that rating.)*

## **Notification**

[N/A]/[The [include name of competent authority in home Member State] [has been requested to provide/has provided – include first alternative for an issue which is contemporaneous with the establishment or update of the Programme and the second alternative for subsequent issues] the [include names of competent authorities of host Member States] with a certificate of approval attesting that the Prospectus has been drawn up in accordance with the Prospectus Directive.]]

## **Interests of Natural and Legal Persons Involved in the [Issue/Offer]**

[N/A]/Need to include a description of any interest, including conflicting ones, that is material to the issue/offer, detailing the persons involved and the nature of the interest. May be satisfied by the inclusion of the following statement:

"Save as discussed in ["**Plan of Distribution**"], so far as the Issuer is aware, no person involved in the offer of the Notes has an interest material to the offer."]]

## **Reasons for the Offer, Estimated Net Proceeds and Total Expenses**

[Reasons for the offer:

[ ]  
(See ["Use of Proceeds"] wording in Prospectus – if reasons for offer different from proceeds being added to general funds and will be available for financing of the Issuer's operations will need to include those reasons here.)]

Estimated net proceeds to  
Issuer (in Specified Currency):

[ ]  
(If proceeds are intended for more than one use will need to split out and present in order of priority. If proceeds insufficient to fund all proposed uses state amount and sources of other funding.)

Estimated total expenses:

[ ] [include breakdown of expenses.]  
(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses above where disclosure is included at "Reasons for the offer" above.)]

(If the Notes are derivative securities to which Annex XII of the Prospectus Directive Regulation applies it is only necessary to include disclosure of net proceeds and total expenses at (ii) and (iii) above where disclosure is included at (i) above.)

### *[Fixed Rate Notes only]* **Yield**

Indication of yield:

[ ]  
[Calculated as [include details of method of calculation in summary form] on the Issue Date.

As set out above, the yield is calculated at the Issue Date on the basis of the Issue Price. It is not an indication of future yield.]

### *[Floating Rate Notes only]* **Historic Interest Rates**

Details of historic [LIBOR/EURIBOR/other] rates can be obtained from [Reuters].]

## **[Index-Linked or other variable-linked Notes only – Performance of Index/Formula/Other Variable Explanation of Effect on Value of Investment and Associated Risks and Other Information Concerning The Underlying**

*Need to include details of where past and future performance and volatility of the index/formula/other variable can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident. [Where the underlying is an index need to include the name of the index and a description if composed by the Issuer and if the index is not composed by the Issuer need to include details of where the information about the index can be obtained. Where the underlying is not an index need to include equivalent information.]\**

**[Dual Currency Notes only - Performance of Rate[s] of Exchange and Explanation of Effect on Value of Investment]**

*Include details of where past and future performance and volatility of relevant rate[s] can be obtained and a clear and comprehensive explanation of how the value of the investment is affected by the underlying and the circumstances when the risks are most evident.]\**

**Information in respect of Public Offers of Notes**

[Applicable/N/A.] (If not applicable, delete the remaining sub-paragraphs of this paragraph)

[The Notes will be offered to the public in each of [insert jurisdictions] in accordance with the arrangements listed below].

Arrangements for publication of final size of issue/offer: [N/A] / [give details, as per below instruction]

*(If applicable (i) specify date on which the final size of the issue will be made public and (ii) insert specific details in respect of the method of publication (including, where relevant, details of any advertisements to be published)*

Time period, including any possible amendments, during which the offer will be open: [[ ● ] [a.m.][p.m.] on [ ● ] to [ ● ] [a.m.][p.m.] on [ ● ]]

Description of the application process: [N/A] / [give details, as per below instruction]

*(If applicable, insert details of application/subscription process)*

Details of the minimum/maximum amount of application (whether in numbers of securities or aggregate amount to invest): [N/A] / [give details]

Method and time limits for paying up the securities and for delivery of the securities: [N/A] / [give details]<sup>1</sup>

Full description of the manner and date in which results of the offer are to be made to public: [N/A] / [give details, as per below instruction]

*(If applicable (i) specify date on which the results of the offer will be made public and (ii) insert specific details in respect of the method of publication of such results (including, where relevant, details of any advertisements to be published)*

Indication of the expected price at which the securities will be offered or the method of determining the price and the process for its disclosure: [N/A] / [give details]

Process for notification to applicants of the amount of Notes allotted and indication whether dealing may begin [N/A] / [give details]

\* Required for derivative securities to which Annex XII to the Prospectus Directive Regulation applies. If the Final Redemption Amount is less than 100% of the nominal value the Notes will be derivative securities for the purposes of the Prospectus Directive and the requirements of Annex XII to the Prospectus Directive Regulation will apply.

<sup>1</sup> Under normal circumstances, on the Issue Date, allocated Notes will be made available to the [Dealers] [Distributors] in such account as may be held by them directly or indirectly at Euroclear or Clearstream, Luxembourg

before notification is made:

Details of any tranche(s) reserved for specific country:

[N/A] / [give details]

Additional information applicable to the terms and conditions of the offer, if any:

[N/A] / [give details]

### **Operational Information**

ISIN:

\_\_\_\_\_

Common Code:

\_\_\_\_\_

Intended to be held in a manner which would allow Eurosystem eligibility:

[Yes][No] *[Only applicable for Notes denominated in euros and issued by GE Capital, GE Capital European Funding and/or GE Capital UK Funding for which global Notes are to be issued in NGN form]*

[Note that the designation “yes” simply means that the Notes are intended upon issue to be deposited with one of the international central securities depositaries as common safekeeper and does not necessarily mean that the Notes will be recognised as eligible collateral for Eurosystem monetary policy and intra-day credit operations by the Eurosystem either upon issue or at any or all times during their life. Such recognition will depend upon satisfaction of the Eurosystem eligibility criteria.][include this text if “yes” selected in which case the Notes must be issued in NGN form]

Names and addresses of additional Paying Agent(s) (if any):

[N/A/give name(s) and number(s)]

Any clearing system(s) other than Euroclear Bank S.A./N.V. and Clearstream Banking *société anonyme* and the relevant identification number(s):

[N/A/give name(s) and number(s)]

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