As filed with the Securities and Exchange Commission on February 12, 2021

Registration No. 333-

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-4
REGISTRATION STATEMENT

UNDER
THE SECURITIES ACT OF 1933

General Electric Company	**GE Capital Funding, LLC**
(Exact name of registrant as specified in its charter)	**(Exact name of registrant as specified in its charter)**
New York	**Delaware**
(State or other jurisdiction of incorporation or organization)	**(State or other jurisdiction of incorporation or organization)**
3724	**6159**
(Primary Standard Industrial Classification Code Number)	**(Primary Standard Industrial Classification Code Number)**
14-0689340	**85-0920638**
(I.R.S. Employer Identification Number)	**(I.R.S. Employer Identification Number)**
5 Necco Street	**901 Main Avenue**
Boston, Massachusetts 02210	**Norwalk, Connecticut 06801**
(617) 443-3000	**(617) 443-3000**
(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)	**(Address, including zip code, and telephone number, including area code, of registrants' principal executive offices)**

Christoph A. Pereira
Vice President, Chief Risk Officer and Chief Corporate Counsel
5 Necco Street
Boston, Massachusetts 02210
(617) 443-3000
(Name, address, including zip code, and telephone number, including area code, of agent for service)

***Copies to*:**
Andrew L. Fabens, Esq.
Ronald O. Mueller, Esq.
Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, New York 10166
(212) 351-4000

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

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

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

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

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

Large accelerated filer	☒	Accelerated filer	☐
Non-accelerated filer	☐	Smaller reporting company	☐
		Emerging growth company	☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:
Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐
Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered	Proposed maximum offering price per unit(1)	Proposed maximum aggregate offering price(1)	Amount of registration fee
3.450% Notes due 2025	$1,350,000,000	**100**%	$1,350,000,000	$147,285.00
4.050% Notes due 2027	$1,000,000,000	**100**%	$1,000,000,000	$109,100.00
4.400% Notes due 2030	$2,900,000,000	**100**%	$2,900,000,000	$316,390.00
4.550% Notes due 2032	$750,000,000	**100**%	$750,000,000	$81,825.00
Guarantees of 3.450% Notes due 2025	—	—	—	— (2)
Guarantees of 4.050% Notes due 2027	—	—	—	— (2)
Guarantees of 4.400% Notes due 2030	—	—	—	— (2)
Guarantees of 4.550% Notes due 2032	—	—	—	— (2)
Total	**$6,000,000,000**		**$6,000,000,000**	**$654,600.00**

(1) Exclusive of accrued interest, if any, and estimated solely for the purpose of calculating the registration fee in accordance with Rule 457(f) under the Securities Act of 1933, as amended.

(2) Pursuant to Rule 457(n) under the Securities Act of 1933, as amended, no separate registration fee is due for guarantees.

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

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

Subject to Completion, dated February 12, 2021

PROSPECTUS

GE CAPITAL FUNDING, LLC

Offer to Exchange
All Outstanding

$1,350,000,000 3.450% Notes due 2025
$1,000,000,000 4.050% Notes due 2027
$2,900,000,000 4.400% Notes due 2030
$750,000,000 4.550% Notes due 2032

Fully and unconditionally guaranteed by
GENERAL ELECTRIC COMPANY

For Newly Issued and Registered

$1,350,000,000 3.450% Notes due 2025
$1,000,000,000 4.050% Notes due 2027
$2,900,000,000 4.400% Notes due 2030
$750,000,000 4.550% Notes due 2032

Fully and unconditionally guaranteed by
GENERAL ELECTRIC COMPANY

Upon the terms and subject to the conditions set forth in this prospectus (as it may be supplemented and amended from time to time, and including the annexes hereto, this "prospectus") and the related letter of transmittal (as it may be supplemented and amended from time to time, the "letter of transmittal"), we are offering to exchange any and all validly tendered (and not validly withdrawn) and accepted notes of the following series issued by GE Capital Funding, LLC ("GE Capital Funding" or the "Issuer") and fully and unconditionally guaranteed by General Electric Company ("GE" or the "Guarantor") for newly issued and registered notes to be issued by GE Capital Funding and fully and unconditionally guaranteed by GE as described in the table below.

CUSIP Nos.	Series of notes to be exchanged (the "outstanding notes")	Aggregate Principal Amount	Series of notes to be issued (the "exchange notes")
36166N AA1/U3701N AA0	3.450% Notes due 2025	$1,350,000,000	3.450% Notes due 2025
36166N AD5/U3701N AD4	4.050% Notes due 2027	$1,000,000,000	4.050% Notes due 2027
36166N AB9/U3701N AB8	4.400% Notes due 2030	$2,900,000,000	4.400% Notes due 2030
36166N AC7/U3701N AC6	4.550% Notes due 2032	$750,000,000	4.550% Notes due 2032

This exchange offer will expire at 5:00 p.m., New York City time,

on , 2021, unless extended.

We are offering to exchange any and all of GE Capital Funding's 3.450% Notes due 2025 (CUSIP Nos. 36166N AA1 / U3701N AA0), issued on May 18, 2020 (the "2025 outstanding notes"), 4.050% Notes due 2027 (CUSIP Nos. 36166N AD5 / U3701N AD4), issued on May 18, 2020 (the "2027 outstanding notes"), 4.400% Notes due 2030 (CUSIP Nos. 36166N AB9 / U3701N AB8), issued on May 18, 2020 and June 15, 2020 (the "2030 outstanding notes"), respectively, and 4.550% Notes due 2032 (CUSIP Nos. 36166N AC7 / U3701N AC6), issued on May 18, 2020 (the "2032 outstanding notes" and together with the 2025 outstanding notes, the 2027 outstanding notes and the 2030 outstanding notes, the "outstanding notes"), for GE Capital Funding's 3.450% Notes due 2025 (the "2025 exchange notes"), 4.050% Notes due 2027 (the "2027 exchange notes"), 4.400% Notes due 2030 (the "2030 exchange notes") and 4.550% Notes due 2032 (the "2032 exchange notes" and together with the 2025 exchange notes, the 2027

exchange notes and the 2030 exchange notes, the "exchange notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"). The 2025 outstanding notes together with the 2025 exchange notes are referred to as the "2025 notes," the 2027 outstanding notes together with the 2027 exchange notes are referred to as the "2027 notes," the 2030 outstanding notes together with the 2030 exchange notes are referred to as the "2030 notes" and the 2032 outstanding notes together with the 2032 exchange notes are referred to as the "2032 notes." The outstanding notes are, and the exchange notes will be, fully and unconditionally guaranteed (the "guarantee") by GE. The term "notes" refers to both the outstanding notes and the exchange notes. We refer to the offer to exchange the exchange notes for the outstanding notes as the "exchange offer" in this prospectus.

The Exchange Notes:

- The terms of the registered exchange notes to be issued in the exchange offer are substantially identical to the terms of the outstanding notes, except that the transfer restrictions, restrictive legends, registration rights and additional interest provisions relating to the outstanding notes will not apply to the exchange notes.
- We are offering the exchange notes pursuant to registration rights agreements that we entered into in connection with the issuance of the outstanding notes.
- The 2025 exchange notes will bear interest at an annual rate of 3.450%, the 2027 exchange notes will bear interest at an annual rate of 4.050%, the 2030 exchange notes will bear interest at an annual rate of 4.400% and the 2032 exchange notes will bear interest at an annual rate of 4.550%, in each case, payable semi-annually in arrears on May 15 and November 15 of each year.

Material Terms of the Exchange Offer:

- **THE EXCHANGE OFFER EXPIRES AT 5:00 P.M., NEW YORK CITY TIME, ON , 2021, UNLESS EXTENDED.**
- Upon expiration of the exchange offer, all outstanding notes that are validly tendered and not withdrawn will be exchanged for an equal principal amount of the exchange notes.
- You may withdraw tendered outstanding notes at any time prior to the expiration of the exchange offer.
- The exchange offer is not subject to any minimum aggregate tender condition, but is subject to customary conditions. You may tender outstanding notes for exchange notes in whole or in part in any integral multiple of $1,000, subject to a minimum exchange of $200,000.
- The exchange of the exchange notes for outstanding notes is not expected to be a taxable exchange for U.S. federal income tax purposes.
- Each broker-dealer that receives exchange notes for its own account in the exchange offer must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such exchange notes. The letter of transmittal accompanying this prospectus states that by so acknowledging and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities. We have agreed that for a period of 180 days after the expiration of the exchange offer, we will make this prospectus available to any broker-dealer for use in any such resale. See "Plan of Distribution."
- There is no existing public market for the outstanding notes or the exchange notes. We do not intend to list the exchange notes on any securities exchange.

This investment involves risks. Before participating in the exchange offer, please see the sections entitled "Risk Factors" beginning on page 14 of this prospectus and in GE's Annual Report on Form 10-K for the year ended December 31, 2020, which is incorporated by reference in this prospectus, for a discussion of the risks that you should consider in connection with your investment in the exchange notes.

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

The date of this prospectus is , 2021

We have not authorized anyone to provide you with any information or to make representations other than those contained or incorporated by reference in this prospectus. We take no responsibility for and can provide no assurance as to the reliability of any other information that others may give you. We are not making an offer to sell or soliciting an offer to buy any securities other than the securities described in this prospectus. We are not making an offer to sell or soliciting an offer to buy any of these securities in any state or jurisdiction where the offer is not permitted or in any circumstances in which such offer or solicitation is unlawful.

You should not assume that the information contained or incorporated by reference in this prospectus is accurate as of any date other than the date on the front of those documents. Our business, financial condition, results of operations and prospects may have changed since those dates.

References in this prospectus to "we," "us," "our," "GE" and "General Electric" refer to General Electric Company and its subsidiaries, unless otherwise stated or the context otherwise requires. References to "GE Capital" refer to GE Capital Global Holdings, LLC and its subsidiaries, including the Issuer. References to the "Issuer" are to GE Capital Funding, LLC. References to the "Guarantor" are to General Electric Company, excluding its consolidated subsidiaries.

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WHERE YOU CAN FIND MORE INFORMATION

GE files annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public from the SEC's web site at http://www.sec.gov. Our common stock is listed and traded on the New York Stock Exchange. Information about us, including our SEC filings, is also available at our Internet site at https://www.ge.com. However, the information on our Internet site is not a part of this prospectus.

INCORPORATION BY REFERENCE

We are "incorporating by reference" into this prospectus certain documents GE has filed with the SEC, which means that we can disclose important information to you by referring you to those documents. In addition, later information that GE files with the SEC will automatically update and supersede that information as well as the information contained in this prospectus. The information incorporated by reference is an important part of this prospectus.

We incorporate by reference into this prospectus the documents listed below and any future filings that GE may make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"); provided, however, that we are not incorporating, in each case, any documents or information deemed to have been furnished and not filed in accordance with SEC rules:

- GE's Annual Report on Form 10-K for the year ended December 31, 2020, filed with the SEC on February 12, 2021 (including the portions of GE's proxy statement on Schedule 14A incorporated by reference therein); and
- GE's Current Report on Form 8-K/A, filed with the SEC on February 12, 2021.

You may obtain documents incorporated by reference into this prospectus at no cost by writing or telephoning us at the following address:

General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attn: Corporate Investor Communications
(617) 443-3000

In order to ensure timely delivery, you must make such request no later than five business days before the expiration of the exchange offer. Copies of these filings are also available without charge on our Internet site at www.ge.com. The contents of our Internet site have not been incorporated into and do not form a part of this prospectus.

FORWARD-LOOKING STATEMENTS

GE's public communications and SEC filings may contain statements related to future, not past, events. These forward-looking statements often address our expected future business and financial performance and financial condition, and often contain words such as "expect," "anticipate," "intend," "plan," "believe," "seek," "see," "will," "would," "estimate," "forecast," "target," "preliminary," or "range." Forward-looking statements by their nature address matters that are, to different degrees, uncertain, such as statements about the impacts of the COVID-19 pandemic on our business operations, financial results and financial position and on the world economy; our expected financial performance, including cash flows, revenues, organic growth, margins, earnings and earnings per share; macroeconomic and market conditions and volatility; planned and potential business or asset dispositions; our de-leveraging plans, including leverage ratios and targets, the timing and nature of actions to reduce indebtedness and our credit ratings and outlooks; GE's and GE Capital's funding and liquidity; our businesses' cost structures and plans to reduce costs; restructuring, goodwill impairment or other financial charges; or tax rates.

For us, particular uncertainties that could cause our actual results to be materially different than those expressed in our forward-looking statements include:

- the continuing severity, magnitude and duration of the COVID-19 pandemic, including impacts of the pandemic, of businesses' and governments' responses to the pandemic and of individual factors such as aviation passenger confidence on our operations and personnel, and on commercial activity and demand across our and our customers' businesses, and on global supply chains;

- the extent to which the COVID-19 pandemic and related impacts will continue to adversely impact our business operations, financial performance, results of operations, financial position, the prices of our securities and the achievement of our strategic objectives;
- changes in macroeconomic and market conditions and market volatility (including developments and volatility arising from the COVID-19 pandemic), including interest rates, the value of securities and other financial assets (including our equity ownership position in Baker Hughes), oil, natural gas and other commodity prices and exchange rates, and the impact of such changes and volatility on our financial position and businesses;
- our de-leveraging and capital allocation plans, including with respect to actions to reduce our indebtedness, the timing and amount of GE dividends, organic investments, and other priorities;
- further downgrades of our current short- and long-term credit ratings or ratings outlooks, or changes in rating application or methodology, and the related impact on our liquidity, funding profile, costs and competitive position;
- GE's liquidity and the amount and timing of our GE Industrial cash flows and earnings, which may be impacted by customer, supplier, competitive, contractual and other dynamics and conditions;
- GE Capital's capital and liquidity needs, including in connection with GE Capital's run-off insurance operations and discontinued operations, the amount and timing of required capital contributions to the insurance operations and any strategic actions that we may pursue; the impact of conditions in the financial and credit markets on GE Capital's ability to sell financial assets; the availability and cost of funding; and GE Capital's exposure to particular counterparties and markets, including through our GE Capital Aviation Services (GECAS) aircraft leasing business to the aviation sector and adverse impacts related to COVID-19;
- our success in executing and completing asset dispositions or other transactions, including our plan to exit our equity ownership position in Baker Hughes, the timing of closing for such transactions and the expected proceeds and benefits to GE;
- global economic trends, competition and geopolitical risks, including changes in the rates of investment or economic growth in key markets we serve, or an escalation of sanctions, tariffs or other trade tensions between the U.S. and China or other countries, and related impacts on our businesses' global supply chains and strategies;
- market developments or customer actions that may affect levels of demand and the financial performance of the major industries and customers we serve, such as secular, cyclical and competitive pressures in our Power business, pricing and other pressures in the renewable energy market, levels of demand for air travel and other dynamics related to the COVID-19 pandemic, conditions in key geographic markets and other shifts in the competitive landscape for our products and services;
- operational execution by our businesses, including the operations and execution of our Power and Renewable Energy businesses, and the performance of our Aviation business;
- changes in law, regulation or policy that may affect our businesses, such as trade policy and tariffs, regulation related to climate change, and the effects of tax law changes;
- our decisions about investments in new products, services and platforms, and our ability to launch new products in a cost-effective manner;
- our ability to increase margins through implementation of operational changes, restructuring and other cost reduction measures;
- the impact of regulation and regulatory, investigative and legal proceedings and legal compliance risks, including the impact of Alstom and other investigative and legal proceedings;
- the impact of actual or potential failures of our products or third-party products with which our products are integrated, and related reputational effects;

- the impact of potential information technology, cybersecurity or data security breaches at GE or third parties; and
- the other factors that are described in the "Risk Factors" section of our Annual Report on Form 10-K for the year ended December 31, 2020, as such descriptions may be updated or amended in any future reports we file with the SEC.

These or other uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update our forward-looking statements. This prospectus includes certain forward-looking projected financial information that is based on current estimates and forecasts. Actual results could differ materially.

PROSPECTUS SUMMARY

This summary highlights some of the information contained or incorporated by reference in this prospectus. This summary may not contain all of the information that may be important to you. You should read the entire prospectus and the documents incorporated by reference in this prospectus before making an investment decision.

About General Electric Company

GE is a high-tech industrial company that operates worldwide through its four industrial segments, Power, Renewable Energy, Aviation and Healthcare, and its financial services segment, Capital. We serve customers in over 170 countries. Manufacturing and service operations are carried out at 82 manufacturing plants located in 28 states in the United States and Puerto Rico and at 149 manufacturing plants located in 34 other countries.

GE's address is 1 River Road, Schenectady, NY 12345-6999; we also maintain executive offices at 5 Necco Street, Boston, MA 02210. General Electric Company is incorporated in New York State.

GE Capital Funding, LLC

GE Capital Funding, LLC is a finance subsidiary of GE Capital Global Holdings, LLC ("GE Capital") and has no independent assets or operations. GE Capital is a subsidiary of General Electric Company. GE Capital Funding, LLC was formed as a limited liability company in the State of Delaware on April 24, 2020. Its registered office in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. GE Capital Funding, LLC maintains executive offices at 901 Main Avenue, Norwalk, CT 06801.

The Exchange Offer

The summary below describes the principal terms of the exchange offer. Certain of the terms and conditions described below are subject to important limitations and exceptions. The sections of this prospectus entitled "The Exchange Offer" and "Description of the Notes" contain a more detailed description of the terms and conditions of the exchange offer and the notes.

The Exchange Offer=	We are hereby offering to exchange, upon the terms and conditions in this prospectus and the related letter of transmittal, any and all outstanding notes for a like principal amount and like denomination of registered exchange notes of the same series. We are offering to issue these registered exchange notes to satisfy our obligations under registration rights agreements that we entered into with the initial purchasers of the outstanding notes on May 18, 2020 and June 15, 2020. The terms of the exchange notes and the outstanding notes are substantially identical, except that the provisions for transfer restrictions, restrictive legends, registration rights and rights to Additional Interest (as defined below) applicable to the outstanding notes will not apply to the exchange notes. You may tender outstanding notes for exchange in whole or in part in any integral multiple of $1,000, subject to a minimum exchange of $200,000. For a description of the procedures for tendering the outstanding notes, see "The Exchange Offer — How to Tender Outstanding Notes for Exchange." In order to exchange your outstanding notes for exchange notes, you must properly tender them before the expiration of the exchange offer. Upon expiration of the exchange offer, your rights under the registration rights agreements pertaining to the outstanding notes will terminate, except under limited circumstances.
Exchange Notes Offered	$1,350,000,000 aggregate principal amount of 3.450% Notes due 2025. $1,000,000,000 aggregate principal amount of 4.050% Notes due 2027. $2,900,000,000 aggregate principal amount of 4.400% Notes due 2030. $750,000,000 aggregate principal amount of 4.550% Notes due 2032.
Expiration Time	The exchange offer will expire at 5:00 p.m., New York City time, on , 2021, unless the exchange offer is extended, in which case the expiration time will be the latest date and time to which the exchange offer is extended. See "The Exchange Offer — Terms of the Exchange Offer; Expiration Time."
Conditions to the Exchange Offer	The exchange offer is subject to customary conditions (see "The Exchange Offer — Conditions to the Exchange Offer"), some of which we may waive in our sole discretion. The exchange offer is not conditioned upon any minimum principal amount of outstanding notes being tendered for exchange.

How to Tender Outstanding Notes for Exchange	You may tender your outstanding notes through book-entry transfer in accordance with The Depository Trust Company's ("DTC") Automated Tender Offer Program, known as ATOP. If you wish to accept the exchange offer, you must: • complete, sign and date the accompanying letter of transmittal, or a facsimile of the letter of transmittal, in accordance with the instructions contained in the letter of transmittal, and mail or otherwise deliver prior to the expiration time the letter of transmittal, together with your outstanding notes, to the exchange agent at the address set forth under "The Exchange Offer — The Exchange Agent"; or • arrange for DTC to transmit to the exchange agent certain required information, including an agent's message forming part of a book-entry transfer in which you agree to be bound by the terms of the letter of transmittal, and transfer the outstanding notes being tendered into the exchange agent's account at DTC.
Special Procedures for Beneficial Owners	If you beneficially own outstanding notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your outstanding notes in the exchange offer, you should contact the registered holder promptly and instruct it to tender on your behalf. See "The Exchange Offer — How to Tender Outstanding Notes for Exchange."
Withdrawal of Tenders	You may withdraw your tender of outstanding notes at any time prior to the expiration time by delivering a written notice of withdrawal to the exchange agent in conformity with the procedures discussed under "The Exchange Offer — Withdrawal Rights."
No Guaranteed Delivery Procedures	No guaranteed delivery procedures are available in connection with the exchange offer. You must tender your outstanding notes by the expiration time in order to participate in the exchange offer.
Acceptance of Outstanding Notes and Delivery of Exchange Notes	Upon consummation of the exchange offer, we will accept any and all outstanding notes that are properly tendered in the exchange offer and not withdrawn prior to the expiration time. The exchange notes issued pursuant to the exchange offer will be delivered promptly upon expiration of the exchange offer. See "The Exchange Offer — Terms of the Exchange Offer; Expiration Time."

Registration Rights Agreements	We are making the exchange offer pursuant to the registration rights agreements that we entered into on May 18, 2020 and June 15, 2020 with the initial purchasers of the outstanding notes. As a result of making and consummating this exchange offer, we will have fulfilled our obligations under the registration rights agreements with respect to the registration of securities, subject to certain limited exceptions. If you do not tender your outstanding notes in the exchange offer, you will not have any further registration rights under the registration rights agreements or otherwise unless you were not eligible to participate in the exchange offer or do not receive freely tradable exchange notes in the exchange offer.
Resales of Exchange Notes	We believe that the exchange notes issued in the exchange offer may be offered for resale, resold or otherwise transferred by you without compliance with the registration and prospectus delivery requirements of the Securities Act, provided that: • you are not an "affiliate" of ours; • the exchange notes you receive pursuant to the exchange offer are being acquired in the ordinary course of your business; • you have no arrangement or understanding with any person to participate in the distribution of the exchange notes issued to you in the exchange offer; • if you are not a broker-dealer, you are not engaged in, and do not intend to engage in, a distribution of the exchange notes issued in the exchange offer; and • if you are a broker-dealer, you will receive the exchange notes for your own account, the outstanding notes were acquired by you as a result of market-making or other trading activities, and you will deliver a prospectus when you resell or transfer any exchange notes issued in the exchange offer. See "Plan of Distribution" for a description of the prospectus delivery obligations of broker-dealers in the exchange offer. If you do not meet these requirements, your resale of the exchange notes must comply with the registration and prospectus delivery requirements of the Securities Act. Our belief is based on interpretations by the staff of the SEC, as set forth in no-action letters issued to third parties unrelated to us. The staff of the SEC has not considered this exchange offer in the context of a no-action letter, and we cannot assure you that the staff of the SEC would make a similar determination with respect to this exchange offer.

	If our belief is not accurate and you transfer an exchange note without delivering a prospectus meeting the requirements of the federal securities laws or without an exemption from these laws, you may incur liability under the federal securities laws. We do not and will not assume, or indemnify you against, this liability. See "The Exchange Offer — Consequences of Exchanging Outstanding Notes."
Consequences of Failure to Exchange Your Outstanding Notes	If you do not exchange your outstanding notes for exchange notes in the exchange offer, your outstanding notes will continue to be subject to the restrictions on transfer provided in the legend on the outstanding notes and in the indenture governing the notes. In general, the outstanding notes may not be offered or sold unless registered or sold in a transaction exempt from registration under the Securities Act and applicable state securities laws. Accordingly, the trading market for your untendered outstanding notes could be adversely affected.
Exchange Agent	The exchange agent for the exchange offer is The Bank of New York Mellon. For additional information, see "The Exchange Offer — The Exchange Agent" and the accompanying letter of transmittal.
Certain Federal Income Tax Considerations	The exchange of your outstanding notes for exchange notes is not expected to be a taxable exchange for U.S. federal income tax purposes. **You should consult your own tax advisor as to the tax consequences to you of the exchange offer, as well as to the tax consequences of the ownership and disposition of the exchange notes.** For additional information, see "Material U.S. Federal Income Tax Considerations."

Summary of the Terms of the Notes

The terms of the exchange notes are substantially identical to the outstanding notes, except that the provisions for transfer restrictions, restrictive legends, registration rights and Additional Interest applicable to the outstanding notes will not apply to the exchange notes. The following is a summary of the principal terms of the exchange notes. A more detailed description is contained in the section "Description of the Notes" in this prospectus.

Issuer	GE Capital Funding, LLC, a Delaware limited liability company and finance subsidiary of GE Capital.
Guarantees	The Issuer's obligations pursuant to the Indenture, dated May 18, 2020 (the "Indenture"), between the Issuer, the Guarantor and The Bank of New York Mellon, as trustee (the "Trustee"), and to each series of notes will be fully, irrevocably and unconditionally guaranteed, on a senior unsecured basis, by General Electric Company as described in "Description of the Notes—Guarantees."
Securities Offered	$1,350,000,000 3.450% Notes due 2025. $1,000,000,000 4.050% Notes due 2027. $2,900,000,000 4.400% Notes due 2030. $750,000,000 4.550% Notes due 2032.
Maturity Date	The 2025 exchange notes will mature on May 15, 2025. The 2027 exchange notes will mature on May 15, 2027. The 2030 exchange notes will mature on May 15, 2030. The 2032 exchange notes will mature on May 15, 2032.
Interest Payment Dates	Interest on the exchange notes will be paid semi-annually on May 15 and November 15 of each year. Holders whose outstanding notes are exchanged for exchange notes will not receive a payment in respect of interest accrued but unpaid on such outstanding notes from the most recent interest payment date up to but excluding the settlement date of the exchange offer. Instead, interest on the exchange notes received in exchange for such outstanding notes will (i) accrue from the last date on which interest was paid on such outstanding notes and (ii) accrue at the same rate as and be payable on the same dates as interest was payable on such outstanding notes. However, if any interest payment occurs prior to the settlement date of the exchange offer on any outstanding notes already tendered for exchange in the exchange offer, the holder of such outstanding notes will be entitled to receive such interest payment.
Interest Rate	3.450% per annum, for the 2025 exchange notes. 4.050% per annum, for the 2027 exchange notes. 4.400% per annum, for the 2030 exchange notes. 4.550% per annum, for the 2032 exchange notes.

Optional Redemption	The Issuer may redeem the exchange notes of each series at any time and from time to time prior to April 15, 2025 (in the case of the 2025 exchange notes), March 15, 2027 (in the case of the 2027 exchange notes), February 15, 2030 (in the case of the 2030 exchange notes) and February 15, 2032 (in the case of the 2032 exchange notes), as a whole or in part, at our option, at the applicable redemption prices described in "Description of the Notes — Optional Redemption." Notwithstanding the immediately preceding paragraph, the Issuer may redeem all or a portion of the exchange notes of each series at our option at any time and from time to time on or after April 15, 2025 (in the case of the 2025 exchange notes), March 15, 2027 (in the case of the 2027 exchange notes), February 15, 2030 (in the case of the 2030 exchange notes) and February 15, 2032 (in the case of the 2032 exchange notes), at a redemption price equal to 100% of the principal amount of such exchange notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding the redemption date.
Ranking	The exchange notes will be unsecured obligations of the Issuer and will rank equally with any future unsecured and unsubordinated indebtedness of the Issuer. The guarantees will be senior unsecured obligations of the Guarantor and will: • rank equally in right of payment with all of the Guarantor's existing and future unsecured and unsubordinated indebtedness; • rank senior in right of payment to any existing and future indebtedness of the Guarantor that is subordinated in right of payment to its guarantees of the exchange notes; • be effectively subordinated in right of payment to any and all existing and future secured indebtedness of the Guarantor to the extent of the value of the assets securing such indebtedness; and • be structurally subordinated to all existing and future indebtedness and any other liabilities and preferred stock of Guarantor's subsidiaries to the extent of the value of the assets of those subsidiaries (other than, with respect to the Issuer, the exchange notes).
Denominations	The exchange notes will be issued in denominations of $200,000 and integral multiples of $1,000 in excess thereof.
Form of Notes	The exchange notes will be issued only in fully registered, book-entry form. One or more global notes will be deposited with or on behalf of DTC.
Absence of Active Market	The exchange notes are new securities for which there is currently no established market. Accordingly, we cannot assure you as to the development or liquidity of any market for the exchange notes.

Additional Issues	The Issuer may from time to time, without notice to or the consent of the holders of any series of notes, create and issue additional notes of such series ranking equally and ratably with such series of notes in all respects, or in all respects except for the payment of interest accruing prior to the issue date or except for the first payment of interest following the issue date of those additional notes; provided that, if such additional notes are not fungible for U.S. federal income tax purposes with the notes of the applicable series, such additional notes will have a different CUSIP, ISIN and/or any other identifying number. Any such additional notes will have the same terms as to status, redemption or otherwise as the applicable series of notes.
Governing Law	The exchange notes, the guarantees and the Indenture will be governed by New York law.
Listing	The exchange notes will not be listed on any securities exchange.
Trustee, Registrar and Paying Agent	The Bank of New York Mellon.
Use of Proceeds	We will not receive any cash proceeds from the issuance of the exchange notes offered by this prospectus. See “Use of Proceeds.”
Risk Factors	Investment in the exchange notes involves risks. See “Risk Factors” for more information.

RISK FACTORS

Investing in the exchange notes involves risks. You should carefully consider the risks described under "Risk Factors" in Part I, Item 1A, of our Annual Report on Form 10-K for the year ended December 31, 2020, as such description may be updated or amended in any future reports we file with the SEC, as well as the other information contained or incorporated by reference in this prospectus before making a decision to invest in the exchange notes. See "Where You Can Find More Information" above.

Risks Related to the Issuer and the Guarantor

The Issuer has no operating history, cash flow or assets of its own.

The Issuer is a finance subsidiary and has no independent assets or operations. The Issuer intends to fund payment on the notes through intercompany lending or other arrangements. None of our direct and indirect subsidiaries (other than the Issuer) are obligated under the Indenture to make funds available to the Issuer or the Guarantor for payment on the notes or the guarantees, respectively.

Risks Related to the Exchange Offer and the Notes

We cannot assure you that an active trading market for the exchange notes will exist if you desire to sell the exchange notes.

There is no existing public market for the outstanding notes or the exchange notes. The liquidity of any trading market in the exchange notes, and the market prices quoted for the exchange notes, may be adversely affected by changes in the overall market for these types of securities, and by changes in our financial performance or prospects or in the prospects for companies in our industry generally. As a result, we cannot assure you that you will be able to sell the exchange notes or that, if you can sell your exchange notes, you will be able to sell them at an acceptable price.

You may have difficulty selling any outstanding notes that you do not exchange.

If you do not exchange your outstanding notes for exchange notes in the exchange offer, you will continue to hold outstanding notes subject to restrictions on their transfer. Those transfer restrictions are described in the Indenture governing the outstanding notes and in the legend contained on the outstanding notes, and arose because we originally issued the outstanding notes under an exemption from the registration requirements of the Securities Act.

In general, you may offer or sell your outstanding notes only if they are registered under the Securities Act and applicable state securities laws, or if they are offered and sold under an exemption from those requirements. We do not currently intend to register the outstanding notes under the Securities Act or any state securities laws. If a substantial amount of the outstanding notes is exchanged for a like amount of the exchange notes issued in the exchange offer, the liquidity of your outstanding notes could be adversely affected. See "The Exchange Offer — Consequences of Failure to Exchange Outstanding Notes" for a discussion of additional consequences of failing to exchange your outstanding notes.

USE OF PROCEEDS

We will not receive any cash proceeds from the issuance of the exchange notes. In consideration for issuing the exchange notes, we will receive outstanding notes in like original principal amount. All outstanding notes received in the exchange offer will be cancelled. Because we are exchanging the exchange notes for the outstanding notes, which have substantially identical terms, the issuance of the exchange notes will not result in any increase in our indebtedness. The exchange offer is intended to satisfy our obligations under the registration rights agreements executed in connection with the sale of the outstanding notes.

THE EXCHANGE OFFER

Purpose of the Exchange Offer

This exchange offer is being made pursuant to the registration rights agreements we entered into with the initial purchasers of the outstanding notes on May 18, 2020 and June 15, 2020. Under the registration rights agreements, we agreed, among other things, to:

- file a registration statement (to which this prospectus forms part) with the SEC, with respect to a registered offer to exchange the outstanding notes for the exchange notes, which will be fully registered under the Securities Act;
- use our commercially reasonable efforts to cause the registration statement to be declared effective under the Securities Act not later than 330 days after the original issue date of the outstanding notes; and
- use commercially reasonable efforts to commence and complete the exchange offer promptly, but no later than 30 days after the effectiveness of the registration statement.

We further agreed that, in the event, that prior to the completion of the exchange offer, the existing SEC staff interpretations are changed such that the exchange notes would not in general be freely transferable at the consummation of the exchange offer, we will, at our cost, no later than 330 days after the original issue date of the outstanding notes file a registration statement under the Securities Act covering continuous resales of the outstanding notes (the "shelf registration statement"). We will use our commercially reasonable efforts to cause the shelf registration statement to be declared effective by the SEC no later than 30 days after the shelf registration statement is filed and to keep the shelf registration statement effective until the second anniversary of the original issue date of the outstanding notes, or, if earlier, until all of the notes covered by the shelf registration statement are sold thereunder or can be sold without registration.

We will, in the event a shelf registration statement is filed, among other things, provide to each holder for whom the shelf registration was filed, copies of the prospectus that is a part of the shelf registration statement, notify each such holder when the shelf registration statement has become effective and take other actions as are required to permit unrestricted resales of the outstanding notes. A holder selling outstanding notes pursuant to the shelf registration statement generally would be required to be named as a selling security holder in the related prospectus and to deliver a prospectus to purchasers, will be subject to applicable civil liability provisions under the Securities Act in connection with sales of that kind and will be bound by the provisions of the applicable registration rights agreement which are applicable to that holder (including certain indemnification obligations). Holders of the outstanding notes will be required to deliver certain information to be used in connection with the shelf registration statement in order to have their outstanding notes included in the shelf registration statement.

Although we intend, if required, to file the shelf registration statement, we cannot assure you that the shelf registration statement will be filed or, if filed, that it will become or remain effective.

If:

- we fail to complete the exchange offer of the outstanding notes for exchange notes within 360 days of the date the outstanding notes were first issued;
- a shelf registration statement is required to be filed and is not effective within 360 days of the date the outstanding notes were first issued; or
- any registration statement required by the relevant registration rights agreement is filed and declared effective but is withdrawn by us or ceases to be effective or usable at any time during the required effectiveness period, except as permitted by the relevant registration rights agreement (each event referred to in this and the foregoing clauses, a "registration default"),

then additional interest ("Additional Interest") will accrue on the principal amount of outstanding notes that have not been exchanged or disposed of pursuant to an effective registration statement, from and including the date on which such registration default shall occur to the date on which all registration defaults have been cured. Additional Interest will accrue at a rate of 0.25%

per annum during the 90-day period immediately following the occurrence of the registration default and shall increase by 0.25% per annum at the end of each subsequent 90-day period, but in no event shall the rate exceed 0.50% per annum.

The summary of the registration rights agreements contained herein does not purport to be complete and is qualified in its entirety by reference to the registration rights agreements. A copy of each registration rights agreement is filed as an exhibit to the registration statement of which this prospectus forms a part. Terms used but not defined in this section have the respective meanings set forth in the registration rights agreements.

Terms of the Exchange Offer; Expiration Time

This prospectus and the accompanying letter of transmittal together constitute the exchange offer. Subject to the terms and conditions in this prospectus and the letter of transmittal, we will accept for exchange outstanding notes that are validly tendered at or before the expiration time and are not validly withdrawn as permitted below. The expiration time for the exchange offer is 5:00 p.m., New York City time, on , 2021, or such later date and time to which we, in our sole discretion, extend the exchange offer.

We expressly reserve the right, in our sole discretion:

- to extend the expiration time;
- if any of the conditions set forth below under "—Conditions to the Exchange Offer" has not been satisfied, to terminate the exchange offer and not accept any outstanding notes for exchange; and
- to amend the exchange offer in any manner.

We will give notice of any extension, non-acceptance, termination or amendment as promptly as practicable by public announcement, and in the case of an extension, no later than 9:00 a.m., New York City time, on the next business day after the previously scheduled expiration time. In the event of a material change in the exchange offer, including the waiver of a material condition, we will extend the offer period if necessary so that at least five business days remain in the exchange offer following notice of the material change.

During an extension, all outstanding notes previously tendered will remain subject to the exchange offer and may be accepted for exchange by us, upon expiration of the exchange offer, unless validly withdrawn.

Each broker-dealer that receives exchange notes for its own account in exchange for outstanding notes, where such outstanding notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will deliver a prospectus in connection with any resale of such exchange notes. See "Plan of Distribution."

How to Tender Outstanding Notes for Exchange

Only a record holder of outstanding notes may tender in the exchange offer. When the holder of outstanding notes tenders and we accept outstanding notes for exchange, a binding agreement between us and the tendering holder is created, subject to the terms and conditions in this prospectus and the accompanying letter of transmittal. Except as set forth below, a holder of outstanding notes who desires to tender outstanding notes for exchange must, at or prior to the expiration time:

- transmit a properly completed and duly executed letter of transmittal, the outstanding notes being tendered and all other documents required by such letter of transmittal, to The Bank of New York Mellon, the exchange agent, at the address set forth below under the heading "—The Exchange Agent"; or
- if outstanding notes are tendered pursuant to the book-entry procedures set forth below, an agent's message must be transmitted by DTC to the exchange agent at the address set forth below under the heading "—The Exchange Agent," and the exchange agent must receive, at

or prior to the expiration time, a confirmation of the book-entry transfer of the outstanding notes being tendered into the exchange agent's account at DTC, along with the agent's message.

The term "agent's message" means a message that:

- is transmitted by DTC;
- is received by the exchange agent and forms a part of a book-entry transfer;
- states that DTC has received an express acknowledgement that the tendering holder has received and agrees to be bound by, and makes each of the representations and warranties contained in, the letter of transmittal; and
- states that we may enforce the letter of transmittal against such holder.

The method of delivery of the outstanding notes, the letter of transmittal or agent's message and all other required documents to the exchange agent is at the election and sole risk of the holder. If such delivery is by mail, we recommend registered mail, properly insured, with return receipt requested. In all cases, you should allow sufficient time to assure timely delivery. No letters of transmittal or outstanding notes should be sent directly to us.

Signatures on a letter of transmittal must be guaranteed unless the outstanding notes surrendered for exchange are tendered:

- by a holder of outstanding notes who has not completed the box entitled "Special Issuance Instructions" or "Special Delivery Instructions" on the letter of transmittal; or
- for the account of an eligible institution. The term "eligible institution" means an institution that is a member in good standing of a Medallion Signature Guarantee Program recognized by the exchange agent, for example, the Securities Transfer Agents Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange Medallion Signature Program. An eligible institution includes firms that are members of a registered national securities exchange, members of the National Association of Securities Dealers, Inc., commercial banks or trust companies having an office in the United States or certain other eligible guarantors.

If signatures on a letter of transmittal or notice of withdrawal are required to be guaranteed, the guarantor must be an eligible institution. If outstanding notes are registered in the name of a person other than the person who signed the letter of transmittal, the outstanding notes tendered for exchange must be endorsed by, or accompanied by a written instrument or instruments of transfer or exchange, in satisfactory form as determined by us in our sole discretion, duly executed by the registered holder with the registered holder's signature guaranteed by an eligible institution.

We will determine in our sole discretion all questions as to the validity, form and eligibility (including time of receipt) of outstanding notes tendered for exchange and all other required documents. We reserve the absolute right to:

- reject any and all tenders of any outstanding note not validly tendered;
- refuse to accept any outstanding note if, in our judgment or the judgment of our counsel, acceptance of the outstanding note may be deemed unlawful;
- waive any defects or irregularities or conditions of the exchange offer; and
- determine the eligibility of any holder who seeks to tender outstanding notes in the exchange offer.

Our determinations under, and of the terms and conditions of, the exchange offer, including the letter of transmittal and the instructions to it, or as to any questions with respect to the tender of any outstanding notes, will be final and binding on all parties. To the extent we waive any conditions to the exchange offer, we will waive such conditions as to all outstanding notes. Holders must cure any defects and irregularities in connection with tenders of outstanding notes for exchange within such reasonable period of time as we will determine, unless we waive such defects or irregularities. Neither we, the exchange agent nor any other person will be under any duty to give

notification of any defect or irregularity with respect to any tender of outstanding notes for exchange, nor will any of us incur any liability for failure to give such notification.

If you beneficially own outstanding notes registered in the name of a broker, dealer, commercial bank, trust company or other nominee and you wish to tender your outstanding notes in the exchange offer, you should contact the registered holder promptly and instruct it to tender on your behalf.

WE MAKE NO RECOMMENDATION TO THE HOLDERS OF THE OUTSTANDING NOTES AS TO WHETHER TO TENDER OR REFRAIN FROM TENDERING ALL OR ANY PORTION OF THEIR OUTSTANDING NOTES IN THE EXCHANGE OFFER. IN ADDITION, WE HAVE NOT AUTHORIZED ANYONE TO MAKE ANY SUCH RECOMMENDATION. HOLDERS OF THE OUTSTANDING NOTES MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER PURSUANT TO THE EXCHANGE OFFER AND, IF SO, THE AGGREGATE AMOUNT OF OUTSTANDING NOTES TO TENDER, AFTER READING THIS PROSPECTUS AND THE LETTER OF TRANSMITTAL AND CONSULTING WITH THEIR ADVISERS, IF ANY, BASED ON THEIR FINANCIAL POSITIONS AND REQUIREMENTS.

Book-Entry Transfers

Any financial institution that is a participant in DTC's system must make book-entry delivery of outstanding notes by causing DTC to transfer the outstanding notes into the exchange agent's account at DTC in accordance with DTC's Automated Tender Offer Program, known as ATOP. Such participant should transmit its acceptance to DTC at or prior to the expiration time. DTC will verify such acceptance, execute a book-entry transfer of the tendered outstanding notes into the exchange agent's account at DTC and then send to the exchange agent confirmation of such book-entry transfer. The confirmation of such book-entry transfer will include an agent's message. The letter of transmittal or facsimile thereof or an agent's message, with any required signature guarantees and any other required documents, must be transmitted to and received by the exchange agent at the address set forth below under "—The Exchange Agent" at or prior to the expiration time of the exchange offer.

No Guaranteed Delivery Procedures

No guaranteed delivery procedures are available in connection with the exchange offer. You must tender your outstanding notes by the expiration time in order to participate in the exchange offer.

Withdrawal Rights

You may withdraw tenders of your outstanding notes at any time prior to the expiration time.

For a withdrawal to be effective, a written notice of withdrawal, by facsimile or by mail, must be received by the exchange agent, at the address set forth below under "—The Exchange Agent," prior to the expiration time. Any such notice of withdrawal must:

- specify the name of the person having tendered the outstanding notes to be withdrawn;
- identify the outstanding notes to be withdrawn, including the principal amount of such outstanding notes;
- where outstanding notes have been tendered pursuant to the procedure for book-entry transfer described above, specify the name and number of the account at DTC to be credited with the withdrawn outstanding notes and otherwise comply with the procedures of DTC; and
- bear the signature of the holder in the same manner as the original signature on the letter of transmittal, if any, by which such outstanding notes were tendered, with such signature guaranteed by an eligible institution, unless such holder is an eligible institution.

We will determine all questions as to the validity, form and eligibility (including time of receipt) of such notices and our determination will be final and binding on all parties. Any tendered outstanding notes validly withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Properly withdrawn notes may be re-tendered by following one of the procedures described under "—How to Tender Outstanding Notes for Exchange" above at any time at or prior to the expiration time.

Acceptance of Outstanding Notes for Exchange; Delivery of Exchange Notes

All of the conditions to the exchange offer must be satisfied or waived at or prior to the expiration of the exchange offer. Promptly following the expiration of the exchange offer we will accept for exchange all outstanding notes validly tendered and not validly withdrawn as of such date. Promptly following the expiration of the exchange offer, we will issue exchange notes for all validly tendered outstanding notes. For purposes of the exchange offer, we will be deemed to have accepted validly tendered outstanding notes for exchange when, as and if we have given oral or written notice to the exchange agent, with written confirmation of any oral notice to be given promptly thereafter. See "—Conditions to the Exchange Offer" for a discussion of the conditions that must be satisfied before we accept any outstanding notes for exchange.

For each outstanding note accepted for exchange, the holder will receive an exchange note registered under the Securities Act having a principal amount equal to, and in the denomination of, that of the surrendered outstanding note. Holders whose outstanding notes are exchanged for exchange notes will not receive a payment in respect of interest accrued but unpaid on such outstanding notes from the most recent interest payment date up to but excluding the settlement date of the exchange offer. Instead, interest on the exchange notes received in exchange for such outstanding notes will (i) accrue from the last date on which interest was paid on such outstanding notes and (ii) accrue at the same rate as and be payable on the same dates as interest was payable on such outstanding notes. Accordingly, registered holders of exchange notes that are outstanding on the relevant record date for the first interest payment date following the consummation of the exchange offer will receive interest accruing from the most recent date through which interest has been paid on the outstanding notes. However, if any interest payment occurs prior to the settlement date of the exchange offer on any outstanding notes already tendered for exchange in the exchange offer, the holder of such outstanding notes will be entitled to receive such interest payment. Outstanding notes that we accept for exchange will cease to accrue interest from and after the date of consummation of the exchange offer.

If we do not accept any tendered outstanding notes, or if a holder submits outstanding notes for a greater principal amount than the holder desires to exchange, we will return such unaccepted or non-exchanged outstanding notes without cost to the tendering holder. In the case of outstanding notes tendered by book-entry transfer into the exchange agent's account at DTC, such non-exchanged outstanding notes will be credited to an account maintained with DTC. We will return the outstanding notes or have them credited to DTC promptly after the withdrawal, rejection of tender or termination of the exchange offer, as applicable.

Conditions to the Exchange Offer

The exchange offer is not conditioned upon the tender of any minimum aggregate principal amount of outstanding notes. You may tender outstanding notes for exchange in whole or in part in any integral multiple of $1,000, subject to a minimum exchange of $200,000. Notwithstanding any other provision of the exchange offer, or any extension of the exchange offer, we will not be required to accept for exchange, or to issue exchange notes in exchange for, any outstanding notes and may terminate or amend the exchange offer, by oral (promptly confirmed in writing) or written notice to the exchange agent or by a timely press release, if at any time before the expiration of the exchange offer, any of the following conditions exist:

- any action or proceeding is instituted or threatened in any court or by or before any governmental agency challenging the exchange offer or that could reasonably be expected to prohibit or materially impair our ability to proceed with the exchange offer;

- any stop order is threatened or in effect with respect to either (1) the registration statement of which this prospectus forms a part or (2) the qualification of the Indenture governing the notes under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act");
- any law, rule or regulation is enacted, adopted, proposed or interpreted that could reasonably be expected to prohibit or impair our ability to proceed with the exchange offer or to materially impair the ability of holders generally to receive freely tradable exchange notes in the exchange offer. See "—Consequences of Failure to Exchange Outstanding Notes";
- any change or a development involving a prospective change in our business, properties, assets, liabilities, financial condition, operations or results of operations taken as a whole, that is or may be adverse to us;
- any declaration of war, armed hostilities or other similar international calamity directly or indirectly involving the United States, or the worsening of any such condition that existed at the time that we commence the exchange offer; or
- we become aware of facts that, in our reasonable judgment, have or may have adverse significance with respect to the value of the outstanding notes or the exchange notes to be issued in the exchange offer.

Accounting Treatment

For accounting purposes, we will not recognize a gain or loss upon the issuance of the exchange notes for outstanding notes.

Fees and Expenses

We will not make any payment to brokers, dealers, or others soliciting acceptance of the exchange offer except for reimbursement of mailing expenses. We will pay the cash expenses to be incurred in connection with the exchange offer, including:

- SEC registration fees;
- fees and expenses of the exchange agent and Trustee;
- our accounting and legal fees;
- printing fees; and
- related fees and expenses.

Transfer Taxes

Holders who tender their outstanding notes for exchange will not be obligated to pay any transfer taxes in connection with the exchange. If, however, exchange notes issued in the exchange offer are to be delivered to, or are to be issued in the name of, any person other than the holder of the outstanding notes tendered, or if a transfer tax is imposed for any reason other than the exchange of outstanding notes in connection with the exchange offer, then the holder must pay these transfer taxes, whether imposed on the registered holder or on any other person. If satisfactory evidence of payment of or exemption from these taxes is not submitted with the letter of transmittal, the amount of these transfer taxes will be billed directly to the tendering holder.

The Exchange Agent

We have appointed The Bank of New York Mellon as our exchange agent for the exchange offer. All executed letters of transmittal should be directed to the exchange agent at one of its addresses set forth below. Questions and requests for assistance respecting the procedures for tendering or withdrawing tenders of outstanding notes and requests for additional copies of this

prospectus or of the letter of transmittal should also be directed to the exchange agent at its address below:

The Bank of New York Mellon, as Exchange Agent
c/o BNY Mellon
Corporate Trust Operations- Reorganization Unit
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Tiffany Castor
Tel: 315-414-3034
Fax: 732-667-9408
E-mail: CT_REORG_UNIT_INQUIRIES@bnymellon.com

Delivery of the letter of transmittal to an address other than as set forth above or transmission of such letter of transmittal via facsimile other than as set forth above will not constitute a valid delivery.

Consequences of Failure to Exchange Outstanding Notes

Outstanding notes that are not tendered or are tendered but not accepted will, following the consummation of the exchange offer, continue to be subject to the provisions in the Indenture governing the notes and the legend contained on the outstanding notes regarding the transfer restrictions of the outstanding notes. In general, outstanding notes, unless registered under the Securities Act, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the Securities Act and applicable state securities laws. We do not currently anticipate that we will take any action to register under the Securities Act or under any state securities laws the outstanding notes that are not tendered in the exchange offer or that are tendered in the exchange offer but are not accepted for exchange.

Holders of the exchange notes and any outstanding notes that remain outstanding after consummation of the exchange offer will vote together as a single series for purposes of determining whether holders of the requisite percentage of the series have taken certain actions or exercised certain rights under the Indenture.

Consequences of Exchanging Outstanding Notes

We have not requested, and do not intend to request, an interpretation by the staff of the SEC as to whether the exchange notes issued in the exchange offer may be offered for sale, resold or otherwise transferred by any holder without compliance with the registration and prospectus delivery provisions of the Securities Act. However, based on interpretations of the staff of the SEC, as set forth in a series of no-action letters issued to third parties, we believe that the exchange notes may be offered for resale, resold or otherwise transferred by holders of those exchange notes without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that:

- the holder is not an “affiliate” of ours within the meaning of Rule 405 promulgated under the Securities Act;
- the exchange notes issued in the exchange offer are acquired in the ordinary course of the holder’s business;
- neither the holder, nor, to the actual knowledge of such holder, any other person receiving exchange notes from such holder, has any arrangement or understanding with any person to participate in the distribution of the exchange notes issued in the exchange offer;
- if the holder is not a broker-dealer, the holder is not engaged in, and does not intend to engage in, a distribution of the exchange notes; and
- if such a holder is a broker-dealer, such broker-dealer will receive the exchange notes for its own account in exchange for outstanding notes and that:

- such outstanding notes were acquired by such broker-dealer as a result of market-making or other trading activities; and
- it will deliver a prospectus meeting the requirements of the Securities Act in connection with the resale of exchange notes issued in the exchange offer, and will comply with the applicable provisions of the Securities Act with respect to resale of any exchange notes. (In no-action letters issued to third parties, the SEC has taken the position that broker-dealers may fulfill their prospectus delivery requirements with respect to exchange notes (other than a resale of an unsold allotment from the original sale of outstanding notes) by delivery of the prospectus relating to the exchange offer). See "Plan of Distribution" for a discussion of the exchange and resale obligations of broker-dealers in connection with the exchange offer.

Each holder participating in the exchange offer will be required to furnish us with a written representation in the letter of transmittal that they meet each of these conditions and agree to these terms.

However, because the SEC has not considered the exchange offer for our outstanding notes in the context of a no-action letter, we cannot guarantee that the staff of the SEC would make similar determinations with respect to this exchange offer. If our belief is not accurate and you transfer an exchange note without delivering a prospectus meeting the requirements of the federal securities laws or without an exemption from these laws, you may incur liability under the federal securities laws. We do not and will not assume, or indemnify you against, this liability.

Any holder that is an affiliate of ours or that tenders outstanding notes in the exchange offer for the purpose of participating in a distribution:

- may not rely on the applicable interpretation of the SEC staff's position contained in Exxon Capital Holdings Corp., SEC No-Action Letter (April 13, 1988), Morgan, Stanley & Co., Inc., SEC No-Action Letter (June 5, 1991) and Shearman & Sterling, SEC No-Action Letter (July 2, 1993); and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with a secondary resale transaction and be identified as an underwriter in the prospectus.

The exchange notes issued in the exchange offer may not be offered or sold in any state unless they have been registered or qualified for sale in such state or an exemption from registration or qualification is available and complied with by the holders selling the exchange notes. We currently do not intend to register or qualify the sale of the exchange notes in any state where we would not otherwise be required to qualify.

DESCRIPTION OF THE NOTES

For purposes of this "Description of the Notes," references to the term "GE" are to General Electric Company only, and not its consolidated subsidiaries, and references to "we" (and similar terms) are to the Issuer only.

General

The outstanding notes were issued under, and the exchange notes will be issued under, the Indenture. The terms of the notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Under the Indenture, the outstanding notes and the corresponding exchange notes offered hereby will constitute a single series of notes. Generally, under the Indenture, each series will be treated as a single class of notes for purposes of (i) voting and consenting to amendments, as they relate to such series, (ii) providing notices of default and taking action to accelerate the notes of such series, and (iii) directing the Trustee in exercising any remedies in respect of an Event of Default and taking actions to waive any Event of Default, as they relate to such series. See "Events of Default," "Other Terms Applicable to the Notes" and "Supplemental Indentures Requiring Consent of Holders." For purposes of this description, unless the context otherwise requires, references to the notes of a series include the outstanding notes of that series, the exchange notes of that series offered hereby, and any additional notes of that series offered under the Indenture.

The following description is a summary of the material provisions of the Indenture. It does not restate the Indenture in its entirety. We urge you to read the Indenture, because it, and not this description, defines your rights as holders of the exchange notes. Copies of the Indenture and the registration rights agreements are available as set forth above under "Where You Can Find More Information" and are filed as exhibits to this prospectus.

We will issue up to a total of $1,350,000,000 aggregate principal amount of the 2025 exchange notes, $1,000,000,000 aggregate principal amount of the 2027 exchange notes, $2,900,000,000 aggregate principal amount of the 2030 exchange notes and $750,000,000 aggregate principal amount of the 2032 exchange notes.

The exchange notes will be unsecured and will rank equally with the Issuer's other unsecured and unsubordinated indebtedness. The guarantees, as described under "—Guarantees" below, will be unsecured obligations of the Guarantor and will rank equally in right of payment with all the Guarantor's other existing and future senior unsecured debt.

The exchange notes will be redeemable at our option at the prices described under "—Optional Redemption" below.

The exchange notes will be issued only in fully registered, book-entry form, in denominations of $200,000 and integral multiples of $1,000 in excess thereof.

By "business day" we mean any day, other than a Saturday or Sunday, that is neither a legal holiday nor a day on which commercial banks are authorized or required by law, regulation or executive order to close in New York, New York, United States.

Ranking

The exchange notes will be unsecured obligations of the Issuer and will rank equally with any future unsecured and unsubordinated indebtedness of the Issuer. The guarantees of the exchange notes, as described under the caption "Guarantees," will be unsecured obligations of the Guarantor and will rank equally in right of payment with all of the Guarantor's existing and future unsecured and unsubordinated indebtedness.

A substantial portion of GE's assets are owned through its subsidiaries, many of which have significant debt or other liabilities of their own which will be structurally senior to the exchange notes and the guarantees. None of GE's other subsidiaries will have any obligations with respect to the exchange notes. Therefore, GE's rights and the rights of GE's creditors, including holders of

exchange notes, to participate in the assets of any other subsidiary upon any such subsidiary's liquidation may be subject to the prior claims of the subsidiary's other creditors.

Guarantees

The payment when due of the principal (including premium, if any) of and any interest on the notes and the Issuer's obligations pursuant to the Indenture and to each series of notes, will be fully, irrevocably and unconditionally guaranteed by the Guarantor.

The guarantees will be senior unsecured obligations of the Guarantor and will:

- rank equally in right of payment with all of the Guarantor's existing and future unsecured and unsubordinated indebtedness;
- rank senior in right of payment to any existing and future indebtedness of the Guarantor that is subordinated in right of payment to its guarantees of the notes;
- be effectively subordinated in right of payment to any and all existing and future secured indebtedness of the Guarantor to the extent of the value of the assets securing such indebtedness; and
- be structurally subordinated to all existing and future indebtedness and any other liabilities and preferred stock of Guarantor's subsidiaries to the extent of the value of the assets of those subsidiaries (other than, with respect to the Issuer, the notes).

The Guarantor's obligations will be irrevocable and unconditional, and the Guarantor will waive, to the fullest extent permitted by applicable law, among other things, all defenses or benefits that may be afforded by applicable law limiting the liability of or exonerating the Guarantor as a surety.

An event of default under, non-payment of or acceleration of any series of the notes will entitle the holders thereof to exercise their rights and remedies against the Guarantor under the guarantees in the same manner and to the same extent as they have the right to do so against the Issuer under the terms of the Indenture governing such series of notes when and as originally issued (or as amended pursuant to its terms). The holders of the notes are entitled to payment under the applicable guarantee by the Guarantor without taking any action whatsoever against the Issuer. If any principal or interest on any series of notes is rescinded or must otherwise be restored or returned upon the insolvency, bankruptcy, reorganization or similar proceeding of or with respect to the Issuer, the Guarantor's obligations under the guarantees with respect to such payment will be reinstated as though such payment has been due but not made at such time.

Interest and Principal

The exchange notes will bear interest from the most recent interest payment date on which interest has been paid on the corresponding outstanding note at the annual rates stated on the cover of this prospectus. We will pay interest on the exchange notes semi-annually on May 15 and November 15 of each year and on the maturity date of the exchange notes (each, an "interest payment date"), beginning on the first May 15th or November 15th following completion of the exchange offer, to the persons in whose names the exchange notes are registered at the close of business on May 1 and November 1, as the case may be (in each case, whether or not a business day), immediately preceding the related interest payment date; provided, however, that interest payable on the maturity date of the exchange notes or any redemption date of the exchange notes shall be payable to the person to whom the principal of such exchange notes shall be payable. Interest on the exchange notes will be computed on the basis of a 360-day year of twelve 30-day months. We will make payments of principal, premium, if any, and interest through the Trustee to DTC.

Interest payable on any interest payment date, redemption date or maturity date shall be the amount of interest accrued from, and including, the next preceding interest payment date in respect of which interest has been paid or duly provided for (or from and including the most recent interest payment date on which interest has been paid or duly provided for on the corresponding outstanding

note, if no interest has been paid or duly provided for with respect to the exchange notes of the applicable series) to, but excluding, such interest payment date, redemption date or maturity date, as the case may be. If any interest payment date falls on a day that is not a business day, the interest payment will be made on the next succeeding day that is a business day, but no additional interest will accrue as a result of the delay in payment. If the maturity date or any redemption date of the exchange notes falls on a day that is not a business day, the related payment of principal, premium, if any, and interest will be made on the next succeeding business day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next succeeding business day.

Optional Redemption

The notes of each series will be redeemable at any time and from time to time prior to the applicable Par Call Date, as a whole or in part, at our option, on at least 10 days', but not more than 60 days', prior notice delivered to each holder of the notes to be redeemed (or otherwise sent in accordance with the procedures of DTC), at a redemption price equal to the greater of:

- 100% of the principal amount of the notes to be redeemed; and
- the sum of the present values of the Remaining Scheduled Payments (as defined below) on the notes to be redeemed (exclusive of interest accrued and unpaid to, but not including, the date of redemption) discounted to the date of redemption on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus 50 basis points (in the case of the 2025 notes), 50 basis points (in the case of the 2027 notes), 50 basis points (in the case of the 2030 notes) and 50 basis points (in the case of the 2032 notes);

plus, in either case, accrued and unpaid interest, if any, to, but excluding, the redemption date.

Notwithstanding the immediately preceding paragraph, we may redeem all or a portion of the notes of each series at our option at any time and from time to time on or after the Par Call Date at a redemption price equal to 100% of the principal amount of such notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

If money sufficient to pay the redemption price of all of the notes (or portions thereof) to be redeemed on the redemption date is deposited with the Trustee or paying agent on or before the redemption date and certain other conditions are satisfied, then on and after such redemption date, interest will cease to accrue on such notes (or such portion thereof) called for redemption.

- "Comparable Treasury Issue" means the United States Treasury security selected by an Independent Investment Banker as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed (assuming that such notes matured on the applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of a comparable maturity to the remaining term of such notes (assuming that such notes matured on the applicable Par Call Date).
- "Comparable Treasury Price" means, with respect to any redemption date, (A) the average of the Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (B) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.
- "Independent Investment Banker" means one of the Reference Treasury Dealers appointed by us.
- "Par Call Date" means (i) April 15, 2025, with respect to the 2025 notes, (ii) March 15, 2027, with respect to the 2027 notes, (iii) February 15, 2030, with respect to the 2030 notes and (iv) February 15, 2032, with respect to the 2032 notes.
- "Reference Treasury Dealer" means each of BofA Securities, Inc., Citigroup Global Markets Inc., an affiliate of Credit Suisse Securities (USA) LLC, Goldman Sachs & Co. LLC,

Deutsche Bank Securities Inc., HSBC Securities (USA) Inc., Mizuho Securities USA LLC and a Primary Treasury Dealer (as defined below) selected by SMBC Nikko Securities America, Inc., which are primary U.S. Government securities dealers in The City of New York (a "Primary Treasury Dealer"), and their respective successors plus three other Primary Treasury Dealers selected by us; provided, however, that if any of the foregoing or their affiliates ceases to be a Primary Treasury Dealer, we will substitute therefor another Primary Treasury Dealer.

- "Reference Treasury Dealer Quotations" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker by the Reference Treasury Dealers at 3:30 p.m. New York time on the third business day preceding such redemption date.
- "Remaining Scheduled Payments" means, with respect to each note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption if such notes matured on the Par Call Date; provided, however, that, if such redemption date is not an Interest Payment Date with respect to such note, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced (solely for the purposes of this calculation) by the amount of interest accrued thereon to such redemption date.
- "Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semiannual equivalent yield to maturity or interpolated yield to maturity, computed as of the third business day preceding such redemption date, of the applicable Comparable Treasury Issue, assuming a price for such Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for such redemption date.

We may at any time, and from time to time, purchase the notes at any price or prices in the open market or otherwise.

Additional Issues

We may from time to time, without notice to or the consent of the holders of any series of notes, create and issue additional notes of such series ranking equally and ratably with such series of notes in all respects, or in all respects except for the payment of interest accruing prior to the issue date or except for the first payment of interest following the issue date of those additional notes; provided that, if such additional notes are not fungible for U.S. federal income tax purposes with the notes of the applicable series, such additional notes will have a different CUSIP, ISIN and/or any other identifying number. Any such additional notes will have the same terms as to status, redemption or otherwise as the applicable series of notes.

Consolidation, Merger or Sale

Under the Indenture, GE may not consolidate with or merge into, or convey, transfer or lease its properties and assets substantially as an entirety to, any person (as defined below), referred to as a "successor person," unless:

- the successor person expressly assumes GE's obligations with respect to its guarantee and the Indenture,
- immediately after giving effect to the transaction, no event of default under the Indenture shall have occurred and be continuing, and no event which, after notice or lapse of time or both, would become an event of default, shall have occurred and be continuing, and
- we have delivered to the Trustee, the certificates, opinions or supplemental agreements required under the Indenture.
- Under the Indenture, the Issuer may not consolidate with or merge into any person unless:

- the successor person expressly assumes the Issuer's obligations with respect to the notes and the Indenture,
- immediately after giving effect to the transaction, no event of default under the Indenture shall have occurred and be continuing, and no event which, after notice or lapse of time or both, would become an event of default, shall have occurred and be continuing, and
- we have delivered to the Trustee, the certificates, opinions or supplemental agreements required under the Indenture.

Upon any such consolidation, merger, conveyance, or transfer (other than a lease) described above, the resulting or acquiring entity will be substituted for the predecessor entity with the same effect as if it had been an original party to such Indenture or guarantees, as applicable. As a result, the successor entity may exercise rights and powers of its predecessor under such Indenture or guarantees, as applicable, and such predecessor will be released from further liabilities and obligations thereunder.

The term "person" is defined in the Indenture to mean any individual, corporation, partnership, joint venture, trust, association, joint stock company, unincorporated organization, limited liability company, government or agency or political subdivision thereof or any similar entity.

Events of Default

Each of the following will be an event of default under the Indenture with respect to any series of notes:

- failure to pay principal or premium, if any, on that series of notes when such principal or premium, if any, becomes due,
- failure to pay any interest on that series of notes for 30 days after such interest becomes due,
- failure to deposit any sinking fund payment for 30 days after such payment is due by the terms of that series of notes,
- a failure to perform by us or the Guarantor, or a breach by us or the Guarantor, in any material respect, of any other covenant or warranty in the Indenture with respect to that series of notes, other than a covenant or warranty included in the Indenture solely for the benefit of another series of notes, for 90 days after either the Trustee has given us or holders of at least 25% in principal amount of the notes that are outstanding of that series have given us and the Trustee written notice of such failure to perform or breach in the manner required by the Indenture, or
- specified events involving the bankruptcy, insolvency or reorganization involving us or the Guarantor,
- provided, however, that no event described in the fourth bullet point above will be an event of default until an officer of the Trustee responsible for the administration of the Indenture receives written notice of the event at its corporate trust office.

An event of default under one series of notes does not necessarily constitute an event of default under any other series of notes. If an event of default for a series of notes occurs and is continuing, either the Trustee or the holders of at least 25% in principal amount of the notes that are outstanding of that series may declare the principal amount of all the notes of that series due and immediately payable by a notice in writing to us (and to the Trustee if given by the holders). Upon such declaration, we will be obligated to pay the principal amount of that series of notes.

Other Terms Applicable to the Notes

After any declaration of acceleration of a series of notes, but before a judgment or decree for payment has been obtained, the event of default giving rise to the declaration of acceleration will, without further act, be deemed to have been waived, and such declaration and its consequences will, without further act, be deemed to have been rescinded and annulled if:

- we or the Guarantor have paid or deposited with the Trustee a sum sufficient to pay:

- all overdue interest,
- the principal and premium, if any, due otherwise than by the declaration of acceleration and any interest on such amounts,
- any interest on overdue interest, to the extent legally permitted,
- all amounts due to the Trustee under the Indenture, and
- all events of default with respect to that series of notes, other than the nonpayment of the principal which became due solely by virtue of the declaration of acceleration, have been cured or waived.

If an event of default occurs and is continuing, the Trustee will generally have no obligation to exercise any of its rights or powers under the indentures at the request or direction of any of the holders, unless the holders offer reasonable indemnity to the Trustee. The holders of a majority in principal amount of the outstanding notes of any series will generally have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee for the notes of that series, provided that:

- the direction is not in conflict with any law or the Indenture,
- the Trustee may take any other action it deems proper which is not inconsistent with the direction, and
- the Trustee will generally have the right to decline to follow the direction if an officer of the Trustee determines, in good faith, that the proceeding would involve the Trustee in personal liability or would otherwise be contrary to applicable law.

A holder of a debt security of any series may only pursue a remedy under the Indenture if:

- the holder gives the Trustee written notice of a continuing event of default for that series,
- holders of at least 25% in principal amount of the notes that are outstanding of that series make a written request to the Trustee to institute proceedings with respect to such event of default,
- the holders offer reasonable indemnity to the Trustee,
- the Trustee fails to pursue that remedy within 60 days after receipt of the notice, request and offer of indemnity, and
- during that 60-day period, the holders of a majority in principal amount of the notes of that series do not give the Trustee a direction inconsistent with the request.

However, these limitations do not apply to a suit by a holder of a note demanding payment of the principal, premium, if any, or interest on a note on or after the date the payment is due.

We will be required to furnish to the Trustee annually a statement by some of our officers regarding our performance or observance of any of the terms of the Indenture and specifying all of our known defaults, if any.

Defeasance

When we use the term defeasance, we mean discharge from some or all of our obligations under the Indenture. If we deposit with the Trustee funds or government securities sufficient to make payments on the notes of a series on the dates those payments are due and payable and comply with all other conditions to defeasance set forth in the Indenture, then, at our option, either of the following will occur:

- we will be discharged from our obligations with respect to the notes of that series (“legal defeasance”), or
- we will no longer have any obligation to comply with the restrictive covenants under the Indenture, and the related events of default will no longer apply to us, but some of our other obligations under the Indenture and the notes of that series, including our obligation to make payments on those notes, will survive (“covenant defeasance”).

If we legally defease a series of notes, the holders of the notes of the series affected will not be entitled to the benefits of the Indenture, except for:

- the rights of holders of that series of notes to receive, solely from a trust fund, payments in respect of such notes when payments are due,
- our obligation to register the transfer or exchange of the notes,
- our obligation to replace mutilated, destroyed, lost or stolen notes, and
- our obligation to maintain paying agencies and hold moneys for payment in trust.

We may legally defease a series of notes notwithstanding any prior exercise of our option of covenant defeasance in respect of such series.

We will be required to deliver to the Trustee an opinion of counsel that the deposit and related defeasance would not cause the holders of the notes to recognize gain or loss for federal income tax purposes and that the holders would be subject to federal income tax on the same amounts, in the same manner and at the same times as would have been the case if the deposit and related defeasance had not occurred. If we elect legal defeasance, that opinion of counsel must be based upon a ruling from the U.S. Internal Revenue Service or a change in law to that effect.

Supplemental Indentures Not Requiring Consent of Holders

When authorized by a board resolution, we may enter into one or more supplemental indentures with the Trustee and the Guarantor without the consent of the holders of the notes in order to:

- evidence the succession of another person to us, or successive successions, and the assumption of our covenants, agreements and obligations by the successor,
- add to our covenants for the benefit of the holders of any series of notes or to surrender any of our rights or powers,
- add any additional events of default for any series of notes for the benefit of the holders of any series of notes,
- add to or change any provision of the Indenture to the extent necessary to issue notes in uncertificated form,
- add to, change or eliminate any provision of the Indenture applying to one or more series of notes, provided that if such action adversely affects the interests of any holder of any series of notes in any material respect, such addition, change or elimination will become effective with respect to that series only when no such security of that series remains outstanding,
- convey, transfer, assign, mortgage or pledge any property to or with the Trustee or to surrender any right or power conferred upon us by the Indenture,
- establish the forms or terms of any series of notes,
- provide for uncertificated securities in addition to certificated securities,
- evidence and provide for successor Trustees and to add to or change any provisions of the Indenture to the extent necessary to appoint a separate Trustee or Trustees for a specific series of notes,
- correct any ambiguity, defect or inconsistency under the Indenture,
- make other provisions with respect to matters or questions arising under the Indenture, provided that (i) in the case of any such cure, correction, supplement, matter, question, amendment or modification to (or which results in any change to) the guarantee, shall not adversely affect the interests of the holders of any notes then outstanding, and (ii) in all other cases, such action does not adversely affect the interests of the holders of any series of notes in any material respect,

- supplement any provisions of the Indenture necessary to defease and discharge any series of notes, provided that such action does not adversely affect the interests of the holders of any series of notes in any material respect,
- comply with the rules or regulations of any securities exchange or automated quotation system on which any notes are listed or traded,
- add to, change or eliminate any provisions of the Indenture in accordance with any amendments to the Trust Indenture Act, provided that such action does not adversely affect the rights or interests of any holder of notes in any material respect,
- provide for the payment by us of additional amounts in respect of taxes imposed on certain holders and for the treatment of such additional amounts as interest and for all matters incidental thereto, or
- add guarantors with respect to the notes or release a guarantor from its obligations under its guarantee or the Indenture in accordance with the applicable provisions of the Indenture.

Supplemental Indentures Requiring Consent of Holders

When authorized by a board resolution, we may enter into one or more supplemental indentures with the Trustee and the Guarantor in order to add to, change or eliminate provisions of the Indenture or to modify the rights of the holders of one or more series of notes if we obtain the consent of the holders of a majority in principal amount of the outstanding notes of all series affected by such supplemental indenture, treated as one class. However, without the consent of the holders of each outstanding note affected by the supplemental indenture, we may not enter into a supplemental indenture that:

- except with respect to the reset of the interest rate or extension of maturity pursuant to the terms of a particular series, changes the stated maturity of the principal of, or any installment of principal of or interest on, any note, or reduces the principal amount of, or any premium or rate of interest on, any note or make any changes to any guarantee that would adversely affect holders,
- reduces the amount of principal of an original issue discount note or any other note payable upon acceleration of the maturity thereof,
- changes the place or currency of payment of principal, premium, if any, or interest,
- impairs the right to institute suit for the enforcement of any payment on or after such payment becomes due for any note,
- reduces the percentage in principal amount of outstanding notes of any series, the consent of whose holders is required for modification of the Indenture, for waiver of compliance with certain provisions of the Indenture or for waiver of certain defaults of the Indenture,
- makes certain modifications to the provisions for modification of the Indenture and for certain waivers, except to increase the principal amount of notes necessary to consent to any such change or to provide that certain other provisions of the Indenture cannot be modified or waived without the consent of the holders of each outstanding note affected by such change,
- makes any change that adversely affects in any material respect the right to convert or exchange any convertible or exchangeable note or decreases the conversion or exchange rate or increases the conversion price of such note, unless such decrease or increase is permitted by the terms of such series of notes, or
- changes the terms and conditions pursuant to which any series of notes are secured in a manner adverse to the holders of such notes in any material respect.

Satisfaction and Discharge

We may discharge our obligations under the Indenture while securities remain outstanding if (1) all outstanding notes issued under the Indenture have become due and payable, (2) all outstanding notes issued under the Indenture will become due and payable at their stated maturity within one

year of the date of deposit or (3) all outstanding notes issued under the Indenture are scheduled for redemption in one year, and in each case, we have deposited with the Trustee an amount sufficient to pay and discharge all outstanding notes issued under the Indenture on the date of their scheduled maturity or the scheduled date of the redemption and paid all other amounts payable under the Indenture.

The Trustee, Paying Agent and Security Registrar

The Bank of New York Mellon will be the trustee, paying agent and security registrar with respect to the notes and maintains various commercial and investment banking relationships with GE, GE Capital and with affiliates of GE and GE Capital. The Bank of New York Mellon acts as trustee, fiscal agent and paying agent under certain indentures and funding arrangements with GE, GE Capital and with affiliates of GE and GE Capital.

Governing Law

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

Listing

The exchange notes will not be listed on any securities exchange.

Exchanges and Transfers

Subject to the limitations described elsewhere in this prospectus, holders may present notes for exchange or for registration of transfer at the office of the Trustee, as security registrar. The Trustee will not charge a service charge for any exchange or registration of transfer of notes. However, the Trustee may require payment of a sum sufficient to cover any tax or other governmental charge payable for the registration of transfer or exchange.

At any time we may designate additional transfer agents, rescind the designation of any transfer agent, or approve a change in the office of any transfer agent. However, we are required to maintain a transfer agent in each place of payment for the notes at all times.

Book-Entry System

The exchange notes will be issued in minimum denominations of $200,000 and integral multiples of $1,000 in excess thereof. The exchange notes initially will be issued in the form of one or more permanent global notes in fully registered, book-entry form (collectively, the “global notes”).

The global notes will be deposited with, or on behalf of, DTC and registered in the name of DTC’s nominee, Cede & Co. Except as set forth below, the global notes may be transferred by DTC, in whole and not in part, only to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC or by DTC or any such nominee to a successor of DTC or a nominee of such successor.

Investors may elect to hold beneficial interests in the global notes through either DTC, in the United States, Clearstream Banking, société anonyme (“Clearstream”) and Euroclear Bank S.A./N.V. (“Euroclear”) if they are participants in these systems, or indirectly through organizations which are participants in these systems.

So long as DTC or its nominee is the registered owner of a global note, DTC or its nominee, as the case may be, will be considered the sole holder of the exchange notes represented by such global notes for all purposes under the indenture and the beneficial owners of the exchange notes will be entitled only to those rights and benefits afforded to them in accordance with DTC’s regular operating procedures. Upon specified written instructions of a participant in DTC, DTC will have its nominee assist participants in the exercise of certain holders’ rights, such as demand for acceleration of maturity or an instruction to the Trustee.

Except as provided below, owners of beneficial interests in a global note will not be entitled to have exchange notes registered in their names, will not receive or be entitled to receive physical delivery of exchange notes in certificated form and will not be considered the registered owners or holders thereof under the indenture. If DTC is at any time unwilling or unable to continue as depositary, defaults in the performance of its duties or if at any time DTC ceases to be a clearing agency registered under the Exchange Act and a successor depositary is not appointed by us within 90 days, or if we determine, subject to DTC's procedures, that we will issue securities registered in the name of beneficial holders thereof, we will issue individual exchange notes in certificated form of the same series and like tenor and in the applicable principal amount in exchange for the exchange notes represented by the global note. In any such instance, an owner of a beneficial interest in a global note will be entitled to physical delivery of individual exchange notes in certificated form of the same series and like tenor, equal in principal amount to such beneficial interest and to have the exchange notes in certificated form registered in its name. Exchange notes so issued in certificated form will be issued in denominations of $200,000 and integral multiples of $1,000 in excess thereof and will be issued in registered form only, without coupons.

The following is based on information furnished by DTC:

DTC will act as securities depositary for the exchange notes. The exchange notes will be issued as fully registered notes registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC.

DTC, the world's largest depositary, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Exchange Act. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues and money market instruments (from over 100 countries) that DTC's direct participants deposit with DTC.

DTC also facilitates the post-trade settlement among direct participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between direct participants' accounts. This eliminates the need for physical movement of securities certificates. Direct participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a direct participant, either directly or indirectly. The DTC rules applicable to its participants are on file with the SEC. More information about DTC can be found at www.dtcc.com, but such information is not a part of this prospectus.

Purchases of the exchange notes under the DTC system must be made by or through direct participants, which will receive a credit for the exchange notes on DTC's records. The beneficial interest of each actual purchaser of each exchange note is in turn to be recorded on the direct and indirect participants' records. Beneficial owners will not receive written confirmation from DTC of their purchase. Beneficial owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the direct or indirect participant through which the beneficial owner entered into the transaction. Transfers of beneficial interests in the exchange notes are to be accomplished by entries made on the books of direct and indirect participants acting on behalf of beneficial owners. Beneficial owners will not receive certificates representing their beneficial interests in exchange notes, except in the event that use of the book-entry system for the exchange notes is discontinued. The laws of some states require that certain persons take physical delivery in definitive form of securities which they own. Such limits and such laws may impair the ability of such persons to own, transfer or pledge beneficial interests in a global note.

To facilitate subsequent transfers, all exchange notes deposited by direct participants with DTC will be registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of the exchange notes with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual beneficial owners of the exchange notes; DTC's records reflect only the identity of the direct participants to whose accounts the exchange notes will be credited, which may or may not be the beneficial owners. The direct and indirect participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to direct participants, by direct participants to indirect participants, and by direct participants and indirect participants to beneficial owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial owners of the exchange notes may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the exchange notes, such as redemptions, tenders, defaults and proposed amendments to the note documents. For example, beneficial owners of the exchange notes may wish to ascertain that the nominee holding the exchange notes for their benefit has agreed to obtain and transmit notices to beneficial owners. In the alternative, beneficial owners may wish to provide their names and addresses to the registrar of the exchange notes and request that copies of the notices be provided to them directly. Any such request may or may not be successful.

Redemption notices shall be sent to DTC. If less than all of the notes within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each direct participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the exchange notes unless authorized by a direct participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to us as soon as possible after the regular record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those direct participants to whose accounts the exchange notes are credited on the record date (identified in a listing attached to the Omnibus Proxy).

We will pay principal of and interest on the exchange notes in same-day funds to the Trustee and the Trustee is required to pay such amounts to DTC, or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit direct participants' accounts on the applicable payment date in accordance with their respective holdings shown on DTC's records upon DTC's receipt of funds and corresponding detail information. Payments by participants to beneficial owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of these participants and not of us, the Trustee, DTC or any other party, subject to any statutory or regulatory requirements that may be in effect from time to time. Payment of principal and interest to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC, is the responsibility of us or the Trustee, disbursement of such payments to direct participants is the responsibility of DTC, and disbursement of such payments to the beneficial owners is the responsibility of the direct or indirect participants.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy thereof.

Clearstream and Euroclear will hold interests on behalf of their participants through customers' securities accounts in Clearstream's and Euroclear's names on the books of their respective depositaries, which in turn will hold interests in customers' securities accounts in the depositaries' names on the books of DTC. At the present time, Citibank, N.A. acts as U.S. depositary for Clearstream and JPMorgan Chase Bank, N.A. acts as U.S. depositary for Euroclear (together, the "U.S. Depositaries"). Beneficial interests in the global notes will be held in denominations of $200,000 and integral multiples of $1,000 in excess thereof.

Clearstream holds securities for its participating organizations ("Clearstream Participants") and facilitates the clearance and settlement of securities transactions between Clearstream Participants through electronic book-entry changes in accounts of Clearstream Participants, thereby eliminating the need for physical movement of certificates. Clearstream provides to Clearstream Participants, among other things, services for safekeeping, administration, clearance and settlement of internationally traded securities and securities lending and borrowing. Clearstream interfaces with domestic markets in several countries.

Clearstream is registered as a bank in Luxembourg, and as such is subject to regulation by the Commission de Surveillance du Secteur Financier and the Banque Centrale du Luxembourg, which supervise and oversee the activities of Luxembourg banks. Clearstream Participants are world-wide financial institutions including initial purchasers, securities brokers and dealers, banks, trust companies and clearing corporations, and may include the initial purchasers of the outstanding notes or their affiliates. Indirect access to Clearstream is available to other institutions that clear through or maintain a custodial relationship with a Clearstream Participant. Clearstream has established an electronic bridge with Euroclear as the operator of the Euroclear System (the "Euroclear Operator") in Brussels to facilitate settlement of trades between Clearstream and the Euroclear Operator.

Distributions with respect to the exchange notes held beneficially through Clearstream will be credited to cash accounts of Clearstream Participants in accordance with its rules and procedures, to the extent received by the U.S. Depositary for Clearstream.

Euroclear holds securities and book-entry interests in securities for participating organizations ("Euroclear Participants") and facilitates the clearance and settlement of securities transactions between Euroclear Participants, and between Euroclear Participants and participants of certain other securities intermediaries through electronic book-entry changes in accounts of such participants or other securities intermediaries. Euroclear provides Euroclear Participants, among other things, with safekeeping, administration, clearance and settlement, securities lending and borrowing, and related services. Euroclear Participants are investment banks, securities brokers and dealers, banks, central banks, supranationals, custodians, investment managers, corporations, trust companies and certain other organizations, and may include the initial purchasers of the outstanding notes or their affiliates. Non-participants in Euroclear may hold and transfer beneficial interests in a global note through accounts with a Euroclear Participant or any other securities intermediary that holds a book-entry interest in a global note through one or more securities intermediaries standing between such other securities intermediary and Euroclear.

Securities clearance accounts and cash accounts with the Euroclear Operator are governed by the Terms and Conditions Governing Use of Euroclear and the related Operating Procedures of the Euroclear System, and applicable Belgian law (collectively, the "Terms and Conditions"). The Terms and Conditions govern transfers of securities and cash within Euroclear, withdrawals of securities and cash from Euroclear and receipts of payments with respect to securities in Euroclear. All securities in Euroclear are held on a fungible basis without attribution of specific certificates to specific securities clearance accounts. The Euroclear Operator acts under the Terms and Conditions only on behalf of Euroclear Participants, and has no record of or relationship with persons holding through Euroclear Participants.

Distributions with respect to exchange notes held beneficially through Euroclear will be credited to the cash accounts of Euroclear Participants in accordance with the Terms and Conditions, to the extent received by the U.S. Depositary for Euroclear.

Transfers between Euroclear Participants and Clearstream Participants will be effected in the ordinary way in accordance with their respective rules and operating procedures.

Cross-market transfers between DTC's participating organizations ("DTC Participants"), on the one hand, and Euroclear Participants or Clearstream Participants, on the other hand, will be effected through DTC in accordance with DTC's rules on behalf of Euroclear or Clearstream, as the case may be, by its U.S. Depositary; however, such cross-market transactions will require delivery of instructions to Euroclear or Clearstream, as the case may be, by the counterparty in such system in accordance with the rules and procedures and within the established deadlines (European time) of such system. Euroclear or Clearstream, as the case may be, will, if the transaction meets its

settlement requirements, deliver instructions to its U.S. Depositary to take action to effect final settlement on its behalf by delivering or receiving interests in the global note in DTC, and making or receiving payment in accordance with normal procedures for same-day fund settlement applicable to DTC. Euroclear Participants and Clearstream Participants may not deliver instructions directly to their respective U.S. Depositaries.

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

The information in this section concerning Euroclear and Clearstream and their book-entry systems has been obtained from sources that we believe to be reliable, but we take no responsibility for the accuracy of that information.

None of GE, the Issuer or the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of the beneficial interests in a global note, or for maintaining, supervising or reviewing any records relating to such beneficial interests.

MATERIAL U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion summarizes certain U.S. federal income tax consequences of the exchange of outstanding notes for exchange notes. This discussion is based upon the U.S. Internal Revenue Code of 1986, as amended (the "Code"), the U.S. Treasury Regulations promulgated thereunder, administrative pronouncements, rulings and judicial decisions, all as in effect on the date hereof and all of which are subject to change or differing interpretations, possibly with retroactive effect. This summary addresses only the U.S. federal income tax consequences applicable to holders of outstanding notes that acquired the outstanding notes at their initial offering for an amount of cash equal to their issue price and held the outstanding notes as "capital assets" within the meaning of Section 1221 of the Code.

This summary does not address all of the U.S. federal income tax considerations that may be relevant to a particular holder in light of the holder's individual circumstances or to holders subject to special rules under U.S. federal income tax laws, such as banks and other financial institutions, insurance companies, real estate investment trusts, regulated investment companies, tax-exempt organizations, entities and arrangements classified as partnerships for U.S. federal income tax purposes and other pass-through entities, dealers in securities or currencies, traders in securities that elect to use a mark-to-market method of accounting, persons liable for U.S. federal alternative minimum tax, U.S. holders whose functional currency is not the U.S. dollar, U.S. expatriates, and persons holding notes as part of a "straddle," "hedge," "conversion transaction," or other integrated investment. The discussion does not address any foreign, state, local or non-income tax consequences of the exchange of outstanding notes for exchange notes.

This discussion is for general information purposes only, and is not intended to be and should not be construed to be, legal or tax advice to any particular holder. Holders are urged to consult their own tax advisors regarding the application of the U.S. federal income tax laws to their particular situations, the consequences under federal estate or gift tax laws, as well as foreign, state, or local laws and tax treaties, and the possible effects of changes in tax laws.

U.S. Federal Income Tax Consequences of the Exchange Offer to Holders of Outstanding Notes

The exchange of outstanding notes for exchange notes pursuant to the exchange offer is not expected to be a taxable exchange for U.S. federal income tax purposes. Holders of outstanding notes are not expected to realize any taxable gain or loss as a result of such exchange and are expected to have the same adjusted issue price, tax basis, and holding period in the exchange notes as they had in the outstanding notes immediately before the exchange. The U.S. federal income tax consequences of holding and disposing of the exchange notes are expected to be the same as those applicable to the outstanding notes.

PLAN OF DISTRIBUTION

Each broker-dealer that receives exchange notes for its own account pursuant to the exchange offer must acknowledge that it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the exchange notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of exchange notes received in exchange for outstanding notes where such outstanding notes were acquired as a result of market-making activities or other trading activities.

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

We have agreed to pay all expenses incident to the exchange offer, other than the expenses of counsel for the holders of the outstanding notes, commissions or concessions of any brokers or dealers and any transfer taxes relating to the sale or disposition of the outstanding notes or the exchange notes, and we will indemnify the holders of the outstanding notes (including any broker-dealers) against certain liabilities, including liabilities under the Securities Act.

LEGAL MATTERS

Certain matters with respect to the validity of the exchange notes will be passed upon for us by Gibson, Dunn & Crutcher LLP.

EXPERTS

The consolidated financial statements of GE as of December 31, 2020 and 2019, and for each of the years in the three-year period ended December 31, 2020, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2020 have been incorporated by reference herein in reliance upon the report of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

No dealer, salesperson or other person is authorized to give any information or to represent anything not contained in this prospectus. This prospectus does not offer to sell or ask for offers to buy any securities other than those to which this prospectus relates and it does not constitute an offer to sell or ask for offers to buy any of the securities in any jurisdiction where it is unlawful, where the person making the offer is not qualified to do so, or to any person who cannot legally be offered the securities. The information contained in this prospectus is current only as of its date.

PROSPECTUS

GE CAPITAL FUNDING, LLC

Offer to Exchange
All Outstanding

$1,350,000,000 3.450% Notes due 2025
$1,000,000,000 4.050% Notes due 2027
$2,900,000,000 4.400% Notes due 2030
$750,000,000 4.550% Notes due 2032

Fully and unconditionally guaranteed by
GENERAL ELECTRIC COMPANY

For Newly Issued and Registered

$1,350,000,000 3.450% Notes due 2025
$1,000,000,000 4.050% Notes due 2027
$2,900,000,000 4.400% Notes due 2030
$750,000,000 4.550% Notes due 2032

Fully and unconditionally guaranteed by
GENERAL ELECTRIC COMPANY

, 2021

PART II

Item 20. Indemnification of Directors and Officers

General Electric Company

Section 721 of the New York Business Corporation Law (the "NYBCL") provides that, in addition to indemnification provided in Article 7 of the NYBCL, a corporation may indemnify a director or officer by a provision contained in the certificate of incorporation or by-laws or by a duly authorized resolution of its shareholders or directors or by agreement, provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action, or that such director or officer personally gained in fact a financial profit or other advantage to which he was not legally entitled.

Section 722(a) of the NYBCL provides that a corporation may indemnify a director or officer made, or threatened to be made, a party to any action other than a derivative action, whether civil or criminal, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action or proceeding or any appeal therein, if such director or officer acted in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation and, in criminal actions or proceedings, in addition, had no reasonable cause to believe that his conduct was unlawful.

Section 722(c) of the NYBCL provides that a corporation may indemnify a director or officer, made or threatened to be made, a party in a derivative action, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by the director or officer in connection with the defense or settlement of such action or in connection with an appeal therein if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or not opposed to, the best interests of the corporation, except that no indemnification will be available under Section 722(c) of the NYBCL in respect of a threatened or pending action which is settled or otherwise disposed of, or any claim as to which such director or officer shall have been adjudged liable to the corporation, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines, upon application, that, in view of all the circumstances of the case, the director or officer is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section 723 of the NYBCL specifies the manner in which payment of indemnification under Section 722 of the NYBCL or indemnification permitted under Section 721 of the NYBCL may be authorized by the corporation. It provides that indemnification may be authorized by the corporation. It provides that indemnification by a corporation is mandatory in any case in which the director or officer has been successful, whether on the merits or otherwise, in defending an action. In the event that the director or officer has not been successful or the action is settled, indemnification must be authorized by the appropriate corporate action as set forth in Section 723.

Section 724 of the NYBCL provides that, upon application by a director or officer, indemnification may be awarded by a court to the extent authorized. Section 722 and Section 723 of the NYBCL contain certain other miscellaneous provisions affecting the indemnification of directors and officers.

Section 726 of the NYBCL authorizes the purchase and maintenance of insurance to indemnify (1) a corporation for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of Article 7 of the NYBCL, (2) directors and officers in instances in which they may be indemnified by the corporation under the provisions of Article 7 of the NYBCL, and (3) directors and officers in instances in which they may not otherwise be indemnified by the corporation under the provisions of Article 7 of the NYBCL, provided the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York State Superintendent of Financial Services, for a retention amount and for co-insurance.

Section 6 of the Restated Certificate of Incorporation, as amended, of GE provides, in part, as follows:

"A person who is or was a director of the corporation shall have no personal liability to the corporation or its shareholders for damages for any breach of duty in such capacity except that the foregoing shall not eliminate or limit liability where such liability is imposed under the Business Corporation Law of the State of New York."

Article XI of the By-Laws, as amended, of GE provides, in part, as follows:

A. GE shall, to the fullest extent permitted by applicable law as the same exists or may hereafter be in effect, indemnify any person who is or was or has agreed to become a director or officer of GE (hereinafter, a "director" or "officer") and who is or

was made or threatened to be made a party to or is involved in any threatened, pending or completed action, suit, arbitration, alternative dispute mechanism, inquiry, investigation, hearing or other proceeding (including any appeal therein), whether civil, criminal, administrative, investigative, legislative or otherwise (hereinafter, a "proceeding"), including an action by or in the right of GE to procure a judgment in its favor and an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which such person is serving, has served or has agreed to serve in any capacity at the request of GE, by reason of the fact that he or she is or was or has agreed to become a director or officer of GE, or, while a director or officer of GE, is or was serving or has agreed to serve such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against (i) judgments, fines, amounts paid or to be paid in settlement, taxes or penalties, and (ii) costs, charges and expenses, including attorneys fees (hereinafter, "expenses"), incurred in connection with such proceeding, provided, however, that no indemnification shall be provided to any such person if a judgment or other final adjudication adverse to the director or officer and from which there is no further right to appeal establishes that (i) his or her acts were committed in bad faith or were the result of active and deliberate dishonesty and, in either case, were material to the cause of action so adjudicated, or (ii) he or she personally gained in fact a financial profit or other advantage to which he or she was not legally entitled. Notwithstanding the foregoing, except as provided in Section E with respect to a suit to enforce rights to indemnification or advancement of expenses under this Article XI, GE shall be required to indemnify a director or officer under this Section A in connection with any suit (or part thereof) initiated by such person only if such suit (or part thereof) was authorized by the GE Board of Directors.

B. In addition to the right to indemnification conferred by Section A, a director or officer of GE shall, to the fullest extent permitted by applicable law as the same exists or may hereafter be in effect, also have the right to be paid by GE the expenses incurred in defending any proceeding in advance of the final disposition of such proceeding upon delivery to GE of an undertaking by or on behalf of such person to repay any amounts so advanced if (i) such person is ultimately found, under the procedure set forth in Section C or by a court of competent jurisdiction, not to be entitled to indemnification under this Article XI or otherwise, or (ii) where indemnification is granted, to the extent the expenses so advanced by GE exceed the indemnification to which such person is entitled.

C. To receive indemnification under Section A, a director or officer of GE shall submit to GE a written request, which shall include documentation or information that is necessary to determine the entitlement of such person to indemnification and that is reasonably available to such person Upon receipt by GE of a written request for indemnification, if required by the New York Business Corporation Law, a determination with respect to the request shall be made (i) by the GE Board of Directors, acting by a quorum consisting of directors who are not parties to the proceeding upon a finding that the director or officer has met the applicable standard of conduct set forth in the New York Business Corporation Law, or (ii) if a quorum of such disinterested directors is not obtainable, or even if obtainable, if a quorum of disinterested directors so directs, by the GE Board of Directors upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the director or officer has met the applicable standard of conduct set forth in the New York Business Corporation Law or by the shareholders upon a finding that such person has met such standard of conduct. The determination of entitlement to indemnification shall be made, and such indemnification shall be paid in full, within 90 days after a written request for indemnification has been received by GE. Upon making a request for indemnification, a director or officer shall be presumed to be entitled to indemnification and the burden of establishing that a director or officer is not entitled to indemnification under this Article XI or otherwise shall be on GE.

D. To receive an advancement of expenses under Section B, a director or officer shall submit to GE a written request, which shall reasonably evidence the expenses incurred by such person and shall include the undertaking required by Section B. Expenses shall be paid in full within 30 days after a written request for advancement has been received by GE.

E. If a claim for indemnification or advancement of expenses is not paid in full by GE or on its behalf within the time frames specified in Section C or D, as applicable, a director or officer of GE may at any time thereafter bring suit against GE in a court of competent jurisdiction to recover the unpaid amount of the claim. If successful in whole or in part in any such suit, or in a suit brought by GE to recover an advancement of expenses pursuant to the terms of an undertaking, such person shall be entitled to be paid also the expense of prosecuting or defending such suit. In any suit brought by a director or officer of GE to enforce a right to indemnification or advancement of expenses under this Article XI, or brought by GE to recover an advancement of expenses pursuant to the terms of an undertaking, the burden of proving that such person is not entitled to be indemnified, or to such advancement of expenses, under this Article XI or otherwise shall be on GE.

F. Notwithstanding any other provision of this Article XI, to the fullest extent permitted by applicable law as the same exists or may hereafter be in effect, a director or officer of GE shall be entitled to indemnification against all expenses incurred by such person or on such person's behalf if such person appears as a witness or otherwise incurs legal expenses as a result of or related to such person's service (i) as a director or officer of GE, or (ii) while a director or officer of GE, at any other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise, which such person is serving, has

served or has agreed to serve in any capacity at the request of GE, in any threatened, pending or completed action, suit, arbitration, alternative dispute mechanism, inquiry, investigation, hearing or other proceeding to which such person neither is, nor is threatened to be made, a party.

G. GE may, to the extent authorized from time to time by the GE Board of Directors, or by a committee comprised of members of the GE Board of Directors or members of management as the GE Board of Directors may designate for such purpose, provide indemnification to employees or agents of GE who are not officers or directors of GE with such scope and effect as determined by the GE Board of Directors, or such committee.

H. GE may indemnify any person to whom GE is permitted by applicable law to provide indemnification or the advancement of expenses, whether pursuant to rights granted pursuant to, or provided by, the New York Business Corporation Law or other rights created by (i) a resolution of shareholders, (ii) a resolution of directors, or (iii) an agreement providing for such indemnification, it being expressly intended that these By-Laws authorize the creation of other rights in any such manner. The right to be indemnified and to the advancement of expenses authorized by this Section H shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, provision of the Certificate of Incorporation, By-Laws, agreement, vote of shareholders or disinterested directors or otherwise.

I. The rights conferred by this Article XI shall be contract rights and shall vest at the time a person agrees to become a director or officer of GE. Such rights shall continue as to a person who has ceased to be a director or officer of GE and shall extend to the heirs and legal representatives of such person. Any repeal or modification of the provisions of this Article XI shall not adversely affect any right or protection hereunder of any director or officer in respect of any act or omission occurring prior to the time of such repeal or modification.

J. If any provision of this Article XI is held to be invalid, illegal or unenforceable for any reason whatsoever (i) the validity, legality and enforceability of the remaining provisions of this Article XI (including without limitation, all portions of any section of this Article XI containing any such provision held to be invalid, illegal or unenforceable, that are not by themselves invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (ii) to the fullest extent possible, the provisions of this Article XI (including, without limitation, all portions of any section of this Article XI containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifested by the provision held invalid, illegal or unenforceable.

K. This Article XI may be amended, modified or repealed either by action of the GE Board of Directors or by the vote of the shareholders.

GE has purchased liability insurance for its officers and directors as permitted by Section 726 of the NYBCL.

In addition, GE has entered into indemnification agreements with each of its directors. Under these indemnification agreements, GE agrees to indemnify its directors for all expenses related to any action, suit, arbitration, or investigation (among other proceedings, as defined therein) and to advance expenses in advance of such matters' final disposition. The right to indemnification and advancement is limited to the extent expressly prohibited by law, to the extent the expenses are covered by other sources (such as insurance or another indemnity clause, among others), or in connection with an action, suit or proceeding, or portion thereof, voluntarily initiated by the director, subject to certain exceptions.

GE Capital Funding, LLC

Section 18-303(a) of the Delaware Limited Liability Company Act (the "DLLCA") provides that, except as otherwise provided by the DLLCA, the debts, obligations and liabilities of a limited liability company shall be solely the limited liability company's, and no member or manager of a limited liability company shall be obligated personally for any such debt, obligation or liability solely by reason of being a member or acting as a manager. Section 18-108 of the DLLCA provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever.

Section 16 of the Limited Liability Company Agreement of GE Capital Funding (the "LLC Agreement") provides, in part, as follows:

A. No member, officer, manager, employee or agent of GE Capital Funding and no employee, representative, agent or affiliate of any member (collectively, the "covered persons") shall be liable to GE Capital Funding or any other person who is bound by the LLC Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such covered person in good faith on behalf of GE Capital Funding and in a manner reasonably believed to be within the scope of

the authority conferred on such covered person by the LLC Agreement, except that a covered person shall be liable for any such loss, damage or claim incurred by reason of such covered person's willful misconduct.

B. To the fullest extent permitted by applicable law, a covered person shall be entitled to indemnification from GE Capital Funding for any loss, damage or claim incurred by such covered person by reason of any act or omission performed or omitted by such covered person in good faith on behalf of GE Capital Funding and in a manner reasonably believed to be within the scope of the authority conferred on such covered person by the LLC Agreement, except that no covered person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such covered person by reason of such covered person's willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 16 shall be provided out of and to the extent of GE Capital Funding assets only, and no member shall have personal liability on account thereof.

C. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a covered person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by GE Capital Funding prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by GE Capital Funding of an undertaking by or on behalf of the covered person to repay such amount if it shall be determined that the covered person is not entitled to be indemnified as authorized in this Section 16.

D. A Covered person shall be fully protected in relying in good faith upon the records of GE Capital Funding and upon such information, opinions, reports or statements presented to GE Capital Funding by any Person as to matters the covered person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of GE Capital Funding , including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the members might properly be paid.

E. To the extent that, at law or in equity, a covered person has duties (including fiduciary duties) and liabilities relating thereto to GE Capital Funding or to any other covered person, a covered person acting under the LLC Agreement shall not be liable to GE Capital Funding or to any other covered person for its good faith reliance on the provisions of the LLC Agreement or any approval or authorization granted by GE Capital Funding or any other covered person. The provisions of the LLC Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered person to GE Capital Funding or its members otherwise existing at law or in equity, are agreed by the members to replace such other duties and liabilities of such covered person.

F. The foregoing provisions of this Section 16 shall survive any termination of the LLC Agreement.

Item 21. Exhibits and Financial Statement Schedules

Exhibit No.	Description
3.1	The Restated Certificate of Incorporation of General Electric Company (Incorporated by reference to Exhibit 3(i) to General Electric's Annual Report on Form 10-K for the fiscal year ended December 31, 2013 (Commission file number 001-00035)).
3.2	Certificate of Amendment, dated December 2, 2015 (Incorporated by reference to Exhibit 3.1 to General Electric's Current Report on Form 8-K, dated December 3, 2015 (Commission file number 001-00035)).
3.3	Certificate of Amendment, dated January 19, 2016 (Incorporated by reference to Exhibit 3.1 to General Electric's Current Report on Form 8-K, dated January 20, 2016 (Commission file number 001-00035)).
3.4	Certificate of Change of General Electric Company (Incorporated by reference to Exhibit 3.1 to General Electric's Current Report on Form 8-K, dated September 1, 2016 (Commission file number 001-00035)).
3.5	Certificate of Amendment, dated May 13, 2019 (Incorporated by reference to Exhibit 3.1 to General Electric's Current Report on Form 8-K, dated May 13, 2019 (Commission file number 001-00035)).
3.6	Certificate of Change of General Electric Company (Incorporated by reference to Exhibit 3.1 to General Electric's Current Report on Form 8-K, dated December 9, 2019 (Commission file number 001-00035))
3.7	The By-Laws of General Electric Company, as amended on May 13, 2019 (Incorporated by reference to Exhibit 3.2 to General Electric's Current Report on Form 8-K dated May 13, 2019 (Commission file number 001-00035)).
3.8*	The Certificate of Formation of GE Capital Funding, LLC, dated as of April 24, 2020.
3.9*	The Limited Liability Company Agreement of GE Capital Funding, LLC, dated as of April 24, 2020.

Exhibit No.	Description
4.1	Indenture, dated as of May 18, 2020, among GE Capital Funding, LLC, as issuer, General Electric Company, as guarantor, and The Bank of New York Mellon, as trustee (Incorporated by reference to Exhibit 4.1 to General Electric's Current Report on Form 8-K filed on May 18, 2020 (Commission file number 001-00035)).
4.2	Company Order and Officer's Certificate pursuant to the Indenture – 3.450% Notes due 2025, dated as of May 18, 2020 (Incorporated by reference to Exhibit 4.2 to General Electric's Current Report on Form 8-K filed on May 18, 2020 (Commission file number 001-00035)).
4.3	Company Order and Officer's Certificate pursuant to the Indenture – 4.050% Notes due 2027, dated as of May 18, 2020 (Incorporated by reference to Exhibit 4.3 to General Electric's Current Report on Form 8-K filed on May 18, 2020 (Commission file number 001-00035)).
4.4	Company Order and Officer's Certificate pursuant to the Indenture – 4.400% Notes due 2030, dated as of May 18, 2020 (Incorporated by reference to Exhibit 4.4 to General Electric's Current Report on Form 8-K filed on May 18, 2020 (Commission file number 001-00035)).
4.5	Company Order and Officer's Certificate pursuant to the Indenture – 4.400% Notes due 2030, dated as of June 15, 2020 (Incorporated by reference to Exhibit 4.4 to General Electric's Current Report on Form 8-K filed on June 16, 2020 (Commission file number 001-00035)).
4.6	Company Order and Officer's Certificate pursuant to the Indenture – 4.550% Notes due 2032, dated as of May 18, 2020 (Incorporated by reference to Exhibit 4.5 to General Electric's Current Report on Form 8-K filed on May 18, 2020 (Commission file number 001-00035)).
4.7	Forms of 3.450% Notes due 2025, 4.050% Notes due 2027, 4.400% Notes due 2030 and 4.550% Notes due 2032 (Incorporated by reference to Exhibit 4.6 to General Electric's Current Report on Form 8-K filed on May 18, 2020 (Commission file number 001-00035)).
4.8*	Registration Rights Agreement, dated as of May 18, 2020, among GE Capital Funding, LLC, General Electric Company and BofA Securities, Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and Goldman Sachs & Co. LLC.
4.9*	Registration Rights Agreement, dated as of June 15, 2020, between GE Capital Funding, LLC, General Electric Company and Morgan Stanley & Co. LLC.
5.1*	Opinion of Gibson, Dunn & Crutcher LLP.
22	List of Subsidiary Guarantors and Issuers of Guaranteed Securities (Incorporated by reference to Exhibit 22 to General Electric's Annual Report on Form 10-K for the fiscal year ended December 31, 2020 (Commission file number 001-00035)).
23.1*	Consent of Gibson, Dunn & Crutcher LLP (included in Exhibit 5.1).
23.2*	Consent of KPMG LLP.
24.1*	Power of Attorney.
25.1*	Statement of Eligibility of Trustee, The Bank of New York Mellon, on Form T-1 with respect to the Indenture, dated as of May 18, 2020.
99.1*	Form of Letter of Transmittal.

* Filed herewith.

Item 22. Undertakings

Each of the undersigned registrants hereby undertakes:

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

To supply by means of post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.
That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. *Provided*, *however*, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.
That, for the purpose of determining liability of the registrant under the Securities Act to any purchaser in the initial distribution of the securities:
The undersigned registrant undertakes that in a primary offering of securities of the undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
(i) any preliminary prospectus or prospectus of the undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
(ii) any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrant or used or referred to by the undersigned registrant;
(iii) the portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrant or its securities provided by or on behalf of the undersigned registrant; and
(iv) any other communication that is an offer in the offering made by the undersigned registrant to the purchaser.
That, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.
Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter

has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Boston, State of Massachusetts, on February 12, 2021.

GENERAL ELECTRIC COMPANY

By:/s/ **Thomas S. Timko**

Name: Thomas S. Timko

Title: Vice President, Chief Accounting Officer and Controller

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
*	Chairman of the Board and Chief Executive Officer (Principal Executive Officer and Director)	February 12, 2021
H. Lawrence Culp, Jr.		
*	Senior Vice President and Chief Financial Officer (Principal Financial Officer)	February 12, 2021
Carolina Dybeck Happe		
*	Vice President, Chief Accounting Officer and Controller (Principal Accounting Officer)	February 12, 2021
Thomas S. Timko		
*	Director	February 12, 2021
Sébastien M. Bazin		
*	Director	February 12, 2021
Ashton Carter		
*	Director	February 12, 2021
Francisco D'Souza		
*	Director	February 12, 2021
Edward P. Garden		
*	Director	February 12, 2021
Thomas W. Horton		
*	Director	February 12, 2021
Risa Lavizzo-Mourey		
*	Director	February 12, 2021
Catherine Lesjak		
*	Director	February 12, 2021
Paula Rosput Reynolds		
*	Director	February 12, 2021
Leslie F. Seidman		
*	Director	February 12, 2021
James S. Tisch		

Signature	Title	Date
/s/ **Christoph A. Pereira**	As Attorney-In-Fact for the individuals noted above with an asterisk.	February 12, 2021
Christoph A. Pereira		

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the Town of Westport, State of Connecticut, on February 12, 2021.

GE CAPITAL FUNDING, LLC

By:/s/ **Michael Taets**

Name: Michael Taets

Title: President and Sole Manager

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the date indicated.

Signature	Title	Date
/s/ **Michael Taets** **Michael Taets**	President and Sole Manager (Principal Executive Officer)	February 12, 2021
/s/ **Robert Giglietti** **Robert Giglietti**	Vice President and Treasurer (Principal Financial Officer and Principal Accounting Officer)	February 12, 2021

Exhibit 3.8

STATE OF DELAWARE
CERTIFICATE OF FORMATION
OF
GE CAPITAL FUNDING, LLC

This Certificate of Formation of GE Capital Funding, LLC is executed by the undersigned for the purpose of forming a limited liability company pursuant to section 18-201 of the Limited Liability Company Act of the State of Delaware.

FIRST: The name of the limited liability company formed hereby is GE Capital Funding, LLC.

SECOND: The address of its registered office in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801. The name of its registered agent for service of process at such address is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate of Formation this 24th day of April, 2020.

By:/s/ Victoria Vron
Name: Victoria Vron
Title: Authorized Person

Exhibit 3.9

LIMITED LIABILITY COMPANY AGREEMENT
OF
GE CAPITAL FUNDING, LLC

This Limited Liability Company Agreement (together with all schedules, this "Agreement") of GE Capital Funding, LLC, a Delaware limited liability company (the "Company"), dated April 24, 2020, is entered into by the undersigned as the sole member of the Company (the "Initial Member"). Any capitalized term not defined herein have the meaning ascribed on Schedule A.

The Initial Member hereby agrees as follows:

1. Name.

The name of the limited liability company is GE Capital Funding, LLC.

2. Principal Business Office.

The principal business office of the Company shall be located at such place as the Board shall, from time to time, determine.

3. Registered Office.

The address of the registered office of the Company in the State of Delaware is c/o The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

4. Registered Agent.

The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

5. Formation.

a. The existence of the Company commenced on April 24, 2020, the date its Certificate of Formation was filed with the Secretary of State of the State of Delaware, and shall continue in perpetuity unless the Company is sooner dissolved in accordance with the Act and this Agreement.

b. Victoria Vron is hereby designated an "authorized person" within the meaning of the Act and has executed, delivered and filed the Certificate of Formation with the Secretary of State of the State of Delaware. Upon filing the Certificate of Formation, her powers as an "authorized person" shall cease, and each Member, Manager and each Officer, individually, shall become the designated "authorized person" and shall continue as the designated "authorized person" within the meaning of the Act. Any Member, Manager or Officer is hereby authorized to execute, deliver and file any certificates (and any amendments and/or restatements thereof) (i) to be filed in the office of the Secretary of State of the State of Delaware, or (ii) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

6. Members.

a. The name, percentage interest and mailing address of the Initial Member as of the date hereof is set forth on Schedule B attached hereto. The percentage interest of each Member shall be the percentage determined by dividing the aggregate amount of such Member's capital contributions to the Company (including any contributions deemed to be made under Revenue Ruling 99-5, 199-1 C.B. 434) by the aggregate amount of all the Members' capital contributions to the Company or as otherwise determined by the unanimous consent of the Members and set forth on a form of Register of Members substantially in the form of Schedule B hereto (the "Form of Register of Members").

b. Unless otherwise expressly provided in this Agreement, any action to be taken or consented to by the Members hereunder shall require the consent, approval or vote of Members holding at least a majority of the percentage interests in the Company.

7. Purposes.

The Company was formed for the object and purpose of, and the nature of the business to be conducted and promoted by the Company is, engaging in any lawful act or activity for which limited liability companies may be formed under the Act.

8. Powers.

In furtherance of its purposes, but subject to all of the provisions of this Agreement, the Company shall have the power and is hereby authorized to:

a. acquire by purchase, lease, contribution of property or otherwise, own, hold, sell, convey, transfer or dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purpose of the Company;

b. act as a trustee, executor, nominee, bailee, director, officer, agent or in some other fiduciary capacity for any person or entity and to exercise all of the powers, duties, rights and responsibilities associated therewith;

c. take any and all actions necessary, convenient or appropriate as trustee, executor, nominee, bailee, director, officer, agent or other fiduciary, including the granting or approval of waivers, consents or amendments of rights or powers relating thereto and the execution of appropriate documents to evidence such waivers, consents or amendments;

d. operate, purchase, maintain, finance, improve, own, sell, convey, assign, mortgage, lease or demolish or otherwise dispose of any real or personal property which may be necessary, convenient or incidental to the accomplishment of the purposes of the Company;

e. borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company, and secure the same by mortgage, pledge or other lien on the assets of the Company;

f. invest any funds of the Company pending distribution or payment of the same pursuant to the provisions of this Agreement;

g. prepay in whole or in part, refinance, recast, increase, modify or extend any indebtedness of the Company and, in connection therewith, execute any extensions, renewals or modifications of any mortgage or security agreement securing such indebtedness;

h. enter into, perform and carry out contracts of any kind, including, without limitation, contracts with any person or entity affiliated with any Member, necessary to, in connection with, convenient to, or incidental to the accomplishment of the purposes of the Company;

i. employ or otherwise engage employees, managers, contractors, advisors, attorneys and consultants and pay reasonable compensation for such services;

j. enter into partnerships, limited liability companies, trusts, associations, corporations or other ventures with other persons or entities in furtherance of the purposes of the Company; and

k. do such other things and engage in such other activities as may be necessary, convenient or incidental to the conduct of the business of the Company, and have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act.

9. Management.

a. Board of Managers. The business and affairs of the Company shall be managed by or under the direction of a board comprised of one (1) or more Managers (the "Board") to be elected, designated or appointed by the Members. The authorized number of Managers may be increased or decreased by the Members at any time in their sole and absolute discretion. The initial list of Managers as of the date hereof is set forth on Schedule C hereto. Each Manager elected, designated or appointed by the Members shall hold office until the earliest of (i) his or her successor being elected and qualified, and (ii) his or her death, resignation or removal. Managers need not be Members. Managers may from time to time by majority vote elect a chairperson of the Board (the "Chairperson").

b. Powers. The Board shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise.

c. Meeting of the Board. The Board may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called on not less than 24 hours' notice to each Manager by telephone, facsimile, mail, electronic mail, telegram or any other means of communication, provided that the 24 hours' notice may be waived by the Manager.

d. Quorum; Acts of the Board. At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

e. Actions by Written Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or

committee, as the case may be, consent thereto in writing, which consent may be evidenced by electronic means, and the writing or writings are filed with the minutes of proceedings of the Board or committee.

f. Electronic Communications. Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or other communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.

g. Compensation of Managers; Expenses. The Members of the Board shall not receive compensation for services in their capacity as Managers or otherwise; *provided, however*, that the Board may authorize the Company to reimburse the Managers for reasonable expenses incurred in connection with attendance of meetings of the Board.

h. Removal of Managers. Unless otherwise restricted by law, any Manager or the entire Board may be removed, with or without cause, by the Members, and, any vacancy caused by any such removal may be filled by action of the Members.

i. Managers as Agents. To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company. However, except as provided in this Agreement, no Manager shall have the authority to bind the Company in his or her individual capacity. Any and all actions of the Board must be taken at a duly authorized meeting of the Board or upon written consent of the Board in accordance with this Agreement.

10. Duties of Managers.

Except as provided in this Agreement, in exercising their rights and performing their duties under this Agreement, the Managers shall have a fiduciary duty of loyalty and care similar to that of a director of a business corporation organized under the DGCL.

11. Officers.

a. Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies. The Board shall have the power to elect officers of the Company (the "Officers") and may choose such Officers of the Company, and their respective titles, as the Board may from time to time determine in a resolution. The Board may also choose to delegate the power to appoint other Officers and agents of the Company as the Board may from time to time determine. Each such Officer shall hold office until the earliest of (i) his or her successor being elected and qualified, and (ii) his or her death, resignation or removal. Any Officer may resign at any time upon written notice to the Company. The Board may remove any Officer with or without cause at any time, but such removal shall be without prejudice to the contractual rights of such Officer, if any, with the Company. Any number of offices may be held by the same person. Any vacancy occurring in any office of the Company by death, resignation, removal or otherwise, may be filled by the Board.

b. Powers and Duties of Officers. The Officers of the Company shall have such powers and duties in the management of the Company as may be prescribed in a resolution adopted by the Board and as generally pertain to their respective offices of a business corporation organized under the DGCL subject

to the control of the Board. The Board may require any officer, agent or employee to give security for the faithful performance of his or her duties.

c. Appointing Attorneys and Agents; Voting Securities of Other Entities. Unless otherwise provided by resolution adopted by the Board, the Chairperson of the Board or any Officer may from time to time appoint an attorney or attorneys or agent or agents of the Company, in the name and on behalf of the Company, to cast the votes which the Company may be entitled to cast as the holder of stock or other securities in any corporation or other entity, any of whose stock or other securities may be held by the Company at meetings of the holders of the stock or other securities of such corporation or other entity, or to consent in writing, in the name of the Company as such holder, to any action by such corporation or other entity, and may instruct the person or persons so appointed as to the manner of casting such votes or giving such consents, and may execute or cause to be executed in the name and on behalf of the Company all such written proxies or other instruments as he or she may deem necessary or proper. Any of the rights set forth in this Section 11(c), which may be delegated to an attorney or agent may also be exercised directly by the Chairperson of the Board or any Officer.

d. Officers as Agents. The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement or resolution, are agents of the Company for the purpose of the Company's business, and, the actions of the Officers taken in accordance with such powers shall bind the Company.

e. Duties of Officers. Except to the extent otherwise provided herein, the Officers of the Company shall have a fiduciary duty of loyalty and care similar to that of officers of business corporations organized under the DGCL.

12. Limited Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Member, Manager, or Officer shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager, or Officer of the Company.

13. Capital Contributions.

No Member is required to make any additional capital contribution to the Company. However, a Member may make additional capital contributions to the Company at any time upon the unanimous written consent of the Members. To the extent that a Member makes an additional capital contribution to the Company, the Company shall revise the Register of Members. The provisions of this Agreement, including this Section 13, are intended solely to benefit the Members and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company and no Member shall have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

14. Distributions.

Distributions shall be made to the Members at the times and in the aggregate amounts determined by the Board. Such distributions shall be allocated among the Members in accordance with their percentage interests. Notwithstanding any provision to the contrary contained in this Agreement,

the Company shall not be required to make a distribution to any Member on account of its interest in the Company if such distribution would violate the Act or any other applicable law.

15. Books and Records.

The Company shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. Each Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company's books of account shall be kept using the method of accounting determined by the Members.

16. Exculpation and Indemnification.

a. No Member, Officer, Manager, employee or agent of the Company and no employee, representative, agent or Affiliate of any Member (collectively, the "Covered Persons") shall be liable to the Company or any other Person who is bound by this Agreement for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's willful misconduct.

b. To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's willful misconduct with respect to such acts or omissions; *provided, however,* that any indemnity under this Section 16 shall be provided out of and to the extent of Company assets only, and no Member shall have personal liability on account thereof.

c. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 16.

d. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Members might properly be paid.

e. To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the

Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict or eliminate the duties and liabilities of a Covered Person to the Company or its members otherwise existing at law or in equity, are agreed by the Members to replace such other duties and liabilities of such Covered Person.

f. The foregoing provisions of this Section 16 shall survive any termination of this Agreement.

17. Assignments.

A Member may assign in whole or in part its limited liability company interest in the Company without consent of the other Members provided that the transferee may only be admitted to the Company as a Member upon compliance with Section 19 hereof. If such Member assigns all of its limited liability company interest in the Company pursuant to the immediately preceding sentence, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to a Member by merger or consolidation shall, without further act, be a Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement and the Company shall continue without dissolution.

18. Resignation.

A Member may resign from the Company with the unanimous written consent of the Members. If a Member is permitted to resign pursuant to this Section 18, an additional Member of the Company may be admitted to the Company upon compliance with Section 19. Such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

19. Admission of Additional Members.

One or more additional Members of the Company may be admitted to the Company with the unanimous written consent of the Members, provided that an instrument signifying an agreement to be bound by the terms and conditions of this Agreement is duly executed by such additional Member, which instrument may be a counterpart signature page to this Agreement.

20. Dissolution.

a. The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) the unanimous written consent of the Members, (ii) the occurrence of any other event which terminates the continued membership of the last remaining Member in the Company unless the business of the Company is continued in a manner permitted by the Act or (iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

b. The bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of a Member shall not cause such Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution.

c. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner),

and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

21. Waiver of Partition; Nature of Interest.

Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, each Member hereby irrevocably waives any right or power that such Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. No Member shall have any interest in any specific assets of the Company, and no Member shall have the status of a creditor with respect to any distribution pursuant to Section 14 hereof. The interest of a Member in the Company is personal property.

22. Benefits of Agreement; No Third-Party Rights.

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of any Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

23. Other Business.

Notwithstanding any duty otherwise existing at law or in equity, the Members may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others, and neither the Company nor any other Member shall have any rights in or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

24. Tax Treatment.

The Members intend that the Company shall be treated as a disregarded entity so long as the Company has a single Member. The Members agree that the Members and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

25. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

26. Entire Agreement.

This Agreement constitutes the entire agreement with respect to the subject matter hereof.

27. Governing Law.

This Agreement shall be governed by and construed under the laws of the State of Delaware (without regard to conflict of laws principles), all rights and remedies being governed by said laws.

28. Amendments.

This Agreement may not be modified, altered, supplemented or amended except pursuant to a written agreement executed and delivered by all of the Members.

29. Counterparts and Electronic Signatures.

a. Unless otherwise provided by applicable law, Members, Officers and agents of the Company may execute documents including, without limitation, proxies, powers of attorney, certificates, agreements, consents and stock powers by electronic means and the Company will be bound by the electronic signatures of its Members and its duly authorized Officers and agents.

b. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The Members agree and acknowledge that this Agreement may be executed by electronic means and that a signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same effect as an original.

30. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail, or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address determined by the Board pursuant to Section 2, (b) in the case of a Member, to such Member at its address as listed on the Form of Register of Members and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other parties.

31. Ratification.

All actions taken by the Company, and by the Member, any Manager or any Officer on behalf of the Company, prior to the date hereof are hereby authorized, approved and ratified in all respects.

[signature page follows]

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Agreement as of the date first set forth above.

INITIAL MEMBER:
GE CAPITAL GLOBAL HOLDINGS, LLC
By: /s/ Mark Landis
Name: Mark Landis
Title: Vice President & General Counsel

SCHEDULE A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

"Act" means the Delaware Limited Liability Company Act, 6 Del. C. § 18-101, et seq., as amended from time to time.

"Affiliate" means, with respect to any Person, any other Person directly or indirectly Controlling or Controlled by or under direct or indirect common Control with such Person.

"Company" means GE Capital Funding, LLC.

"Control" means the possession, directly or indirectly, or the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. "Controlling" and "Controlled" shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.

"Covered Persons" has the meaning set forth in Section 16(a) of this Agreement.

"DGCL" means the Delaware General Corporation Law, 8 Del. C. § 1-101, et seq., as amended from time to time.

"Initial Member" has the meaning set forth in the Preamble of this Agreement.

"Managers" means the managers elected to the Board from time to time by the Members. A Manager is hereby designated as a "manager" of the Company within the meaning of Section 18-101(10) of the Act.

"Member" means each Person listed on the Register of Members, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement, each in its capacity as a member of the Company.

"Officer" means an officer of the Company as elected by the Board in accordance with Section 11(a) of this Agreement.

"Person" means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint-stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.

"Register of Members" means a register of Members, substantially in the form set forth on Schedule B of this Agreement.

Exhibit 4.8

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated May 18, 2020 (this "Agreement"), is entered into by and among GE Capital Funding, LLC, a Delaware limited liability company (the "Company"), General Electric Company, a New York corporation (the "Guarantor") and BofA Securities, Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and Goldman Sachs & Co. LLC (collectively, the "Representatives"), as representatives of the several purchasers named in Schedule I (such purchasers, together with the Representatives, the "Purchasers") to the Purchase Agreement, dated May 6, 2020, relating to the Company's issuance and sale of an aggregate of $1,350,000,000 principal amount of 3.450% Senior Notes due 2025 (the "2025 Notes"), $1,000,000,000 principal amount of 4.050% Senior Notes due 2027 (the "2027 Notes"), $1,400,000,000 principal amount of 4.400% Senior Notes due 2030 (the "2030 Notes") and $750,000,000 principal amount of 4.550% Senior Notes due 2032 (the "2032 Notes" and, together with the 2025 Notes, 2027 Notes and the 2030 Notes, the "Notes"). The Notes will be guaranteed on a senior unsecured basis by the Guarantor (such guarantees together with the Notes, the "Securities"). In connection with the Purchase Agreement, the Company and the Guarantor have agreed to provide the registration rights set forth in this Agreement with respect to the Securities at the time of any Exchange Offer Registration (as defined herein) or Shelf Registration (as defined herein). The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are generally authorized or obligated by law or regulation to remain closed.

"Company" shall have the meaning set forth in the preamble hereto and shall also include the Company's successors.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

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

"Exchange Offers" shall mean the exchange offer by the Company and the Guarantor of each series or tranche of Exchange Securities for the applicable series or tranche of Registrable Securities pursuant to Section 2(a) hereof.

"Exchange Offer Registration" shall mean a registration under the Securities Act effected pursuant to Section 2(a) hereof.

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

"Exchange Securities" shall mean, with respect to any series or tranche of the Securities, a series or tranche of senior notes issued by the Company and guaranteed by the Guarantor under the Indenture containing terms substantially identical to such series or tranche of Securities (except that the Exchange Securities will not be subject to restrictions on transfer or to any increase in annual interest rate for failure to comply with this Agreement) and to be offered to Holders of Securities of such series or tranche in exchange for Securities of such series or tranche pursuant to the Exchange Offer for such series or tranche.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Free Writing Prospectus" means each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Company or used or referred to by the Company in connection with the sale of the Securities or the Exchange Securities.

"Guarantees" shall mean the guarantees of the Securities and guarantees of the Exchange Securities by the Guarantor under the Indenture.

"Guarantor" shall have the meaning set forth in the preamble hereto and shall also include the Guarantor's successors and any other subsidiary of the Company of the Guarantor that guarantees the Notes pursuant to the Indenture.

"Holders" shall, with respect to any Registrable Securities, have the meaning set for the in the Indenture; provided that, for purposes of Section 4 and Section 5 hereof, the term "Holders" shall include Participating Broker-Dealers.

"Indemnified Person" shall have the meaning set forth in Section 5(c) hereof.

"Indemnifying Person" shall have the meaning set forth in Section 5(c) hereof.

"Indenture" shall mean the Indenture relating to the Securities dated as of May 18, 2020 among the Company, the Guarantor and The Bank of New York Mellon, as trustee, and as the same may be amended from time to time in accordance with the terms thereof.

"Inspector" shall have the meaning set forth in Section 3(a)(xiv) hereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount of the outstanding Registrable Securities of all series or tranches; provided that whenever the consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, any Registrable Securities owned directly or indirectly by the Company or any of its affiliates shall not be counted in determining

whether such consent or approval was given by the Holders of such required percentage or amount; and provided, further, that if the Company shall issue any additional Securities under the Indenture prior to consummation of the Exchange Offers or, if applicable, the effectiveness of any Shelf Registration Statement, such additional Securities and the Registrable Securities to which this Agreement relates shall be treated together as one class for purposes of determining whether the consent or approval of Holders of a specified percentage of Registrable Securities has been obtained.

"Notice and Questionnaire" shall mean a notice of registration statement and selling security holder questionnaire distributed to a Holder by the Company upon receipt of a Shelf Request from such Holder.

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

"Participating Holder" shall mean any Holder of Registrable Securities that has returned a completed and signed Notice and Questionnaire to the Company in accordance with Section 2(b) hereof.

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

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

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

"Purchasers" shall have the meaning set forth in the preamble hereto.

"Registrable Securities" shall mean the Securities; provided that the Securities shall cease to be Registrable Securities (i) when a Registration Statement with respect to such Securities has become effective under the Securities Act and such Securities have been exchanged or disposed of pursuant to such Registration Statement, (ii) when such Securities cease to be outstanding or (iii) except in the case of Securities that otherwise remain Registrable Securities and that are held by a Purchaser and that are ineligible to be exchanged in the Exchange Offers, when the Exchange Offers are consummated.

"Registration Default" shall mean the occurrence of any of the following: (i) the Exchange Offers are not completed on or prior to the Target Registration Date, (ii) the Shelf Registration Statement, if required to be filed pursuant to Section 2(b)(i) or Section 2(b)(ii) hereof, has not become effective on or prior to the Target Registration Date, (iii) if the Company receives a Shelf Request pursuant to Section 2(b)(iii), the Shelf

Registration Statement required to be filed thereby has not become effective by the later of (a) the Target Registration Date and (b) 90 days after delivery of such Shelf Request, (iv) the Shelf Registration Statement, if required by this Agreement, has become effective but is thereafter withdrawn by the Company or the Guarantor or ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement, at any time during the Shelf Effectiveness Period, and such failure to remain effective or usable exists for more than 120 days in the aggregate in any 12-month period or (v) the Shelf Registration Statement, if required by this Agreement, has become effective and thereafter, on more than four occasions in any 12-month period during the Shelf Effectiveness Period, the Shelf Registration Statement ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement.

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance by the Company and the Guarantor with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any Underwriters or Holders in connection with blue sky qualification of any Exchange Securities or Registrable Securities), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distribution of any Registration Statement, any Prospectus, any Free Writing Prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements and any other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Company and the Guarantor and, in the case of a Shelf Registration Statement, the fees and disbursements of one counsel for the Participating Holders (which counsel shall be selected by the Participating Holders holding a majority of the aggregate principal amount of Registrable Securities held by such Participating Holders and which counsel may also be the same as the counsel for the Purchasers) and (viii) the fees and disbursements of the independent registered public accountants of the Company and the Guarantor, including the expenses of any special audits or "comfort" letters required by or incident to the performance of and compliance with this Agreement, but excluding fees and expenses of counsel to the Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

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

"Representatives" shall have the meaning set forth in the preamble hereto.

"SEC" shall mean the United States Securities and Exchange Commission.

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

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Settlement Date" shall mean May 18, 2020.

"Shelf Effectiveness Period" shall have the meaning set forth in Section 2(b) hereof.

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

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Company and the Guarantor that covers all or a portion of the Registrable Securities on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"Shelf Request" shall have the meaning set forth in Section 2(b) hereof.

"Staff" shall mean the staff of the SEC.

"Target Registration Date" shall mean a date no later than 360 days after the Settlement Date or, if such 360th day is not a Business Day, the next succeeding Business Day.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended from time to time.

"Trustee" shall mean The Bank of New York Mellon, as the trustee with respect to the Securities under the Indenture, and any successor thereto.

"Underwriter" shall have the meaning set forth in Section 3(e) hereof. "Underwritten Offering" shall mean an offering in which Registrable Securities are sold to an Underwriter for reoffering to the public.

2. Registration Under the Securities Act. (a) To the extent not prohibited by any applicable law or applicable interpretations of the Staff, the Company and the Guarantor shall (x) cause to be filed with the SEC an Exchange Offer Registration

Statement covering an offer to the Holders to exchange all the Registrable Securities for Exchange Securities and (y) use their commercially reasonable efforts to (i) cause such Registration Statement to become effective not later than 330 days after the Settlement Date and (ii) to remain effective until 180 days after the last Exchange Date for use by one or more Participating Broker-Dealers. The Company and the Guarantor shall use their commercially reasonable efforts to commence and complete each Exchange Offer promptly after the Exchange Offer Registration Statement becomes effective but in any event not later than 30 days after such effective date.

The Company and the Guarantor shall commence the Exchange Offer for each series or tranche of Registrable Securities by mailing or otherwise delivering the related Prospectus, appropriate letters of transmittal and other accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law, substantially the following:

(i) that the Exchange Offers are being made pursuant to this Agreement and that all Registrable Securities of such series or tranche validly tendered and not properly withdrawn will be accepted for exchange;

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

(iii) that any Registrable Security not tendered will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement, except as otherwise specified herein;

(iv) that any Holder electing to have a Registrable Security of a series or tranche exchanged pursuant to the Exchange Offer for such series or tranche will be required to (A) surrender such Registrable Security, together with the appropriate letters of transmittal, to the institution and at the address and in the manner specified in the notice, or (B) effect such exchange otherwise in compliance with the applicable procedures of the depositary for such Registrable Security, in each case prior to the close of business on the last Exchange Date; and

(v) that any Holder of Registrable Securities of a series or tranche will be entitled to withdraw its election, not later than the close of business on the last Exchange Date for such series or tranche, by effecting such withdrawal in compliance with the applicable procedures of the depositary for the Registrable Securities.

As a condition to participating in each Exchange Offer, a Holder will be required to represent to the Company and the Guarantor that (1) any Exchange Securities to be received by it will be acquired in the ordinary course of its business, (2) at the time of the commencement of the Exchange Offers it has no arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the Exchange Securities in violation of the provisions of the Securities Act, (3) it is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of the Company or the Guarantor or, if it is an "affiliate" of the Company or the Guarantor, that it will

comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, and (4) if such Holder is a broker-dealer that will receive Exchange Securities for its own account in exchange for Registrable Securities that were acquired as a result of market-making or other trading activities, then such Holder will deliver a Prospectus (or, to the extent permitted by law, make available a Prospectus to purchasers) in connection with any resale of such Exchange Securities.

As soon as practicable after the last Exchange Date with respect to an Exchange Offer for Registrable Securities of a series or tranche, the Company and the Guarantor shall:

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

(ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities of such series or tranche or portions thereof so accepted for exchange by the Company and issue, and cause the Trustee to promptly authenticate and deliver to each Holder, Exchange Securities of such series or tranche equal in principal amount to the principal amount of the Registrable Securities of such series or tranche validly tendered by such Holder and accepted for exchange pursuant to such Exchange Offer.

The Company and the Guarantor shall use their commercially reasonable efforts to complete the Exchange Offers as provided above and shall comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws and regulations in connection with the Exchange Offers. The Exchange Offers shall not be subject to any conditions, other than that the Exchange Offers do not violate any applicable law or applicable interpretations of the Staff.

(b) In the event that (i) the Company and the Guarantor determine that the Exchange Offer Registration provided for in Section 2(a) hereof is not available or the Exchange Offer for Registrable Securities of a series or tranche may not be completed as soon as practicable after the last Exchange Date with respect to such Exchange Offer because it would violate any applicable law or applicable interpretations of the Staff, (ii) the Exchange Offer for Registrable Securities of a series or tranche is not for any other reason completed by the Target Registration Date or (iii) upon receipt of a written request (a "Shelf Request") from any Purchaser prior to the 20th day following the consummation of the Exchange Offer representing (A) it is prohibited by law or the SEC from participating in the Exchange Offer, (B) it may not resell the Exchange Securities acquired by it in the Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales, or (C) it is a broker-dealer and owns Securities acquired directly from the Company or an affiliate of the Company, the Company and the Guarantor shall file, no later than 330 days after the Settlement Date, or, in the case of clause (iii), as soon as practicable after such Shelf Request, as the case may be, a Shelf Registration Statement providing for the sale of all the Registrable Securities of such

series or tranche by the Holders thereof and to use their commercially reasonable efforts to cause such Shelf Registration Statement to become effective no later than 30 days after such Shelf Registration Statement is filed; provided that no Holder will be entitled to have any Registrable Securities included in any Shelf Registration Statement, or entitled to use the prospectus forming a part of such Shelf Registration Statement, until such Holder shall have delivered a completed and signed Notice and Questionnaire and provided such other information regarding such Holder to the Company as is contemplated by Section 3(b) hereof.

In the event that the Company and the Guarantor are required to file a Shelf Registration Statement pursuant to clause (iii) of the preceding sentence, the Company and the Guarantor shall use their commercially reasonable efforts to file and have become effective both an Exchange Offer Registration Statement pursuant to Section 2(a) hereof with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by the Purchasers after completion of the Exchange Offers.

The Company and the Guarantor agree to use their commercially reasonable efforts to keep the Shelf Registration Statement continuously effective until the second anniversary of the Settlement Date or, if earlier, until the Securities cease to be Registrable Securities (the "Shelf Effectiveness Period"). The Company and the Guarantor further agree to supplement or amend the Shelf Registration Statement, the related Prospectus and any Free Writing Prospectus if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder or if reasonably requested by a Holder of Registrable Securities with respect to information relating to such Holder, and to use their commercially reasonable efforts to cause any such amendment to become effective, if required, and such Shelf Registration Statement, Prospectus or Free Writing Prospectus, as the case may be, to become usable as soon as thereafter practicable. The Company and the Guarantor agree to furnish to the Participating Holders copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Company and the Guarantor shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) or Section 2(b) hereof. Each Holder shall pay all underwriting discounts and commissions, brokerage commissions, its own attorney fees (except as such fees may be covered by clause (vii) of the definition of "Registration Expenses") and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to Section 2(a), and a Shelf Registration Statement pursuant to Section 2(b) hereof, will not be deemed to have become effective unless it has been declared effective by the SEC or is automatically effective upon filing with the SEC as provided by Rule 462 under the Securities Act.

If a Registration Default occurs with respect to a series or tranche of Registrable Securities, the interest rate on the Registrable Securities of such series or tranche will be increased by (i) 0.25% per annum for the first 90-day period beginning on, and including, the date on which such Registration Default shall occur and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, in each case to and including the date on which all Registration Defaults end, up to a maximum increase of 0.50% per annum. A Registration Default ends when the Securities of such series or tranche cease to be Registrable Securities or, if earlier, (1) in the case of a Registration Default under clause (i) of the definition thereof, when the Exchange Offer for such series or tranche is completed, (2) in the case of a Registration Default under clause (ii) or clause (iii) of the definition thereof, when the Shelf Registration Statement becomes effective or (3) in the case of a Registration Default under clause (iv) or clause (v) of the definition thereof, when the Shelf Registration Statement again becomes effective or the Prospectus again becomes usable. If at any time more than one Registration Default has occurred and is continuing, then, until the next date that there is no Registration Default, the increase in interest rate provided for by this paragraph shall apply as if there occurred a single Registration Default that begins on the date that the earliest such Registration Default occurred and ends on such next date that there is no Registration Default. All additional interest with respect to any series or tranche of Registrable Securities will be paid by or on behalf of the Company on the next scheduled regular interest payment date for such series or tranche of Registrable Securities in the same manner as interest is paid on such series or tranche of Registrable Securities.

(e) Without limiting the remedies available to the Purchasers and the Holders, the Company and the Guarantor acknowledge that any failure by the Company or the Guarantor to comply with their obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Purchasers or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Purchasers or any Holder may obtain such relief as may be required to specifically enforce the Company's and the Guarantor's obligations under Section 2(a) and Section 2(b) hereof. The provisions for additional interest set forth in Section 2(d) above shall constitute liquidated damages and will be the exclusive remedy, monetary or otherwise, available to Holders under this Agreement with respect to any Registration Default.

3. Registration Procedures. (a) In connection with their obligations pursuant to Section 2(a) and Section 2(b) hereof, the Company and the Guarantor shall in accordance with the terms if this Agreement:

(i) use their commercially reasonable efforts to prepare and file with the SEC a Registration Statement on the appropriate form under the Securities Act, which form (A) shall be selected by the Company and the Guarantor, (B) shall, in the case of a Shelf Registration, be available for the sale of the Registrable Securities by the Holders thereof and (C) shall comply as to form in all material respects with the requirements of the applicable form and include all financial statements required by the SEC to be filed therewith; and use their commercially reasonable

efforts to cause such Registration Statement to become effective and remain effective for the applicable period in accordance with Section 2 hereof;

(ii) use their commercially reasonable efforts to prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period in accordance with Section 2 hereof (other than during any suspension period pursuant to Section 3(d) hereof) and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act; and keep each Prospectus current during the period described in Section 4(a)(3) of and Rule 174 under the Securities Act that is applicable to transactions by brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(iii) to the extent any Free Writing Prospectus is used, file with the SEC any Free Writing Prospectus that is required to be filed by the Company or the Guarantor with the SEC in accordance with the Securities Act and to retain any Free Writing Prospectus not required to be filed;

(iv) in the case of a Shelf Registration, furnish to each Participating Holder, to counsel for the Purchasers (if any Registrable Securities held by the Purchasers are included in such Registration Statement), to counsel for such Participating Holders and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, preliminary prospectus or Free Writing Prospectus, and any amendment or supplement thereto, as such Participating Holder, counsel or Underwriter may reasonably request in order to facilitate the sale or other disposition of the Registrable Securities thereunder; and, subject to Section 3(c) hereof, the Company and the Guarantor consent to the use of such Prospectus, preliminary prospectus or such Free Writing Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the Participating Holders and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and in the manner described in such Prospectus, preliminary prospectus or such Free Writing Prospectus or any amendment or supplement thereto in accordance with applicable law;

(v) use their commercially reasonable efforts to register or qualify the Registrable Securities under all applicable state securities or blue sky laws of such jurisdictions as any Participating Holder shall reasonably request in writing by the time the applicable Registration Statement becomes effective; use their commercially reasonable efforts to cooperate with such Participating Holders in connection with any filings required to be made with FINRA; and use their commercially reasonable efforts to do any and all other acts and things that may be reasonably necessary or advisable to enable each Participating Holder to complete the disposition in each such jurisdiction of the Registrable Securities owned by such Participating Holder; provided that neither the Company nor the Guarantor shall be required to (1) qualify as a foreign corporation or other entity

or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (2) execute or file any general consent to service of process in any such jurisdiction or (3) subject itself to taxation in any such jurisdiction if it is not so subject;

(vi) notify counsel for the Purchasers and, in the case of a Shelf Registration, notify each Participating Holder and counsel for such Participating Holders promptly and, if requested by any such Participating Holder or counsel, confirm such advice in writing (1) when a Registration Statement has become effective, when any post-effective amendment thereto has been filed and becomes effective, when any Free Writing Prospectus has been filed or any amendment or supplement to the Prospectus or any Free Writing Prospectus has been filed, (2) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement, Prospectus or any Free Writing Prospectus or for additional information after the Registration Statement has become effective, (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Company of any notice of objection of the SEC to the use of a Shelf Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act, (4) if, between the applicable effective date of a Shelf Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company or the Guarantor contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to an offering of such Registrable Securities cease to be true and correct in all material respects or if the Company or the Guarantor receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (5) of the happening of any event during the period a Registration Statement is effective that makes any statement of material fact made in such Registration Statement or the related Prospectus or any Free Writing Prospectus untrue or that requires the making of any changes in such Registration Statement or Prospectus or any Free Writing Prospectus in order to make the statements therein not misleading and (6) of any determination by the Company or the Guarantor that a post- effective amendment to a Registration Statement or any amendment or supplement to the Prospectus or any Free Writing Prospectus would be appropriate;

(vii) use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or, in the case of a Shelf Registration, the resolution of any objection of the SEC pursuant to Rule 401(g)(2) under the Securities Act, including by filing an amendment to such Registration Statement on the proper form, as promptly as practicable and provide prompt notice to each Holder or Participating Holder of the withdrawal of any such order or such resolution;

(viii) in the case of a Shelf Registration, furnish to each Participating Holder, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without any documents incorporated therein by reference or exhibits thereto, unless reasonably requested), in each case, if such documents are not available via EDGAR;

(ix) in the case of a Shelf Registration, cooperate with the Participating Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends and enable such Registrable Securities to be issued in such denominations and registered in such names (consistent with the provisions of the Indenture) as such Participating Holders may reasonably request at least two Business Days prior to the closing of any sale of Registrable Securities;

(x) upon the occurrence of any event contemplated by Section 3(a)(vi)(5) hereof, use their commercially reasonable efforts to prepare and file with the SEC a supplement or post-effective amendment to the applicable Exchange Offer Registration Statement or Shelf Registration Statement or the related Prospectus or any Free Writing Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered (or, to the extent permitted by law, made available) to purchasers of the Registrable Securities, such Prospectus or Free Writing Prospectus, as the case may be, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company and the Guarantor shall notify the Participating Holders (in the case of a Shelf Registration Statement) and the Purchasers and any Participating Broker-Dealers known to the Company or the Guarantor (in the case of an Exchange Offer Registration Statement) to suspend use of the Prospectus or any Free Writing Prospectus as promptly as practicable after the occurrence of such an event, and such Participating Holders, such Participating Broker-Dealers and the Purchasers, as applicable, hereby agree to suspend use of the Prospectus or any Free Writing Prospectus, as the case may be, until the Company and the Guarantor have amended or supplemented the Prospectus or the Free Writing Prospectus, as the case may be, to correct such misstatement or omission; provided that neither the Company nor the Guarantor shall be required to take any action pursuant to this Section 3(a)(x) during any suspension period pursuant to Section 3(d) hereof;

(xi) a reasonable time prior to the filing of any Registration Statement, any Prospectus, any Free Writing Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus or a Free Writing Prospectus (excluding any document that is to be incorporated by reference into a Registration Statement, a Prospectus or a Free Writing Prospectus) after initial filing of a Registration Statement, provide copies of such document to the Purchasers and their counsel (and, in the case of a Shelf Registration Statement, to the Participating Holders and their counsel) and make such of the representatives of the Company and the Guarantor as shall be reasonably requested by the

Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders and, to the extent that the Company and the Guarantor have been requested to do so, their counsel) available for discussion of such document; and the Company and the Guarantor shall not, at any time after initial filing of a Registration Statement, use or file any Prospectus, any Free Writing Prospectus, any amendment of or supplement to a Registration Statement or a Prospectus or a Free Writing Prospectus (excluding any document that is to be incorporated by reference into a Registration Statement, a Prospectus or a Free Writing Prospectus), of which (A) the Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders and, to the extent that the Company and the Guarantor have been requested to do so, their counsel) shall not have been previously advised and furnished a copy or (B) to which the Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders or their counsel) shall reasonably object within three (3) Business Days after the receipt thereof;

(xii) obtain a CUSIP number for each series or tranche of Exchange Securities or Registrable Securities, as the case may be, not later than the initial effective date of a Registration Statement covering such Exchange Securities or Registrable Securities, as the case may be;

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

(xiv) in the case of a Shelf Registration, make available for inspection by a representative of the Participating Holders (an "Inspector"), any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, any attorneys and accountants designated by a majority in aggregate principal amount of the Securities held by the Participating Holders and any attorneys and accountants designated by such Underwriter, at reasonable times and in a reasonable manner, all pertinent financial and other records, documents and properties of the Company, the Guarantor and their subsidiaries, and cause the respective officers, directors and employees of the Company and the Guarantor to supply all information reasonably requested by any such Inspector, Underwriter, attorney or accountant in connection with a Shelf Registration Statement, in each case, as is customary for "due diligence" examinations in connection with underwritten offerings; provided that if any such information is identified by the Company or the Guarantor as being confidential or proprietary, each Person receiving such information shall take such actions as are reasonably necessary to protect the confidentiality of such information to the extent such action is

otherwise not inconsistent with, an impairment of or in derogation of the rights and interests of any Inspector, Holder or Underwriter;

(xv) if reasonably requested by any Participating Holder, promptly include or incorporate by reference in a Prospectus supplement or post-effective amendment such information with respect to such Participating Holder as such Participating Holder reasonably requests to be included therein, based upon a reasonable belief that such information is required to be included therein or is necessary to make the information about such Participating Holder not misleading, and make all required filings of such Prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received notification of the matters to be so included in such filing;

(xvi) in the case of a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith (including those requested by the Participating Holders of a majority in principal amount of the Registrable Securities covered by the Shelf Registration Statement) in order to expedite or facilitate the disposition of such Registrable Securities including, but not limited to, an Underwritten Offering and in connection therewith, (1)to the extent possible, make such representations and warranties to the Participating Holders and any Underwriters of such Registrable Securities with respect to the business of the Company, the Guarantor and their respective subsidiaries and the Registration Statement, Prospectus, any Free Writing Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested, (2) obtain opinions of counsel to the Company and the Guarantor (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to the Participating Holders and such Underwriters and their respective counsel) addressed to each Participating Holder and Underwriter of Registrable Securities, covering the matters customarily covered in opinions requested in underwritten offerings, (3) use commercially reasonable efforts to obtain "comfort" letters from the independent registered public accountants of the Company and the Guarantor (and, if necessary, any other registered public accountant of any subsidiary of the Company or the Guarantor, or of any business acquired by the Company or the Guarantor for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each Participating Holder (to the extent permitted by applicable professional standards) and Underwriter of Registrable Securities, such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters in connection with underwritten offerings, including but not limited to financial information contained in any preliminary prospectus, Prospectus or Free Writing Prospectus and (4) deliver such documents and certificates as may be reasonably requested by the Participating Holders of a majority in principal amount of the Registrable Securities being sold or the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the

Company and the Guarantor made pursuant to clause (1) above and to evidence compliance with any customary conditions contained in an underwriting agreement; and

(xvii) so long as any Registrable Securities remain outstanding, cause each successor or additional Guarantor upon entry into a Guarantee by such successor or additional Guarantor with respect to any Registrable Securities, to execute a counterpart to this Agreement in the form attached hereto as Annex A and to deliver such counterpart, together with an opinion of counsel as to the enforceability thereof against such entity, to the Purchasers no later than five Business Days following the execution thereof.

(b) In the case of a Shelf Registration Statement, the Company may require each Holder of Registrable Securities to furnish to the Company a Notice and Questionnaire and such other information regarding such Holder and the proposed disposition by such Holder of such Registrable Securities as the Company and the Guarantor may from time to time reasonably request in writing; provided that if a Holder fails to provide the requested information within 20 Business Days after receiving such request, the Company or the Guarantor may exclude such Holder's Registrable Securities from such Shelf Registration Statement; provided further that any failure to provide such information shall not require the Company or the Guarantor to pay any additional interest pursuant to an increase in the applicable interest rate provided for in Section 2 hereof.

(c) Each Participating Holder agrees that, upon receipt of any notice from the Company and the Guarantor of the happening of any event of the kind described in Section 3(a)(vi)(3) or Section 3(a)(vi)(5) hereof, such Participating Holder will forthwith discontinue disposition of Registrable Securities pursuant to the Shelf Registration Statement until such Participating Holder's receipt of the copies of the supplemented or amended Prospectus and any Free Writing Prospectus contemplated by Section 3(a)(x) hereof and, if so directed by the Company and the Guarantor, such Participating Holder will deliver to the Company and the Guarantor all copies in its possession, other than permanent file copies then in such Participating Holder's possession, of the Prospectus and any Free Writing Prospectus covering such Registrable Securities that is current at the time of receipt of such notice.

(d) If the Company and the Guarantor shall give any notice to suspend the disposition of Registrable Securities pursuant to a Registration Statement, the Company and the Guarantor shall not be required to maintain the effectiveness thereof during the period of such suspension, and the Company and the Guarantor shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders of such Registrable Securities shall have received copies of the supplemented or amended Prospectus or any Free Writing Prospectus necessary to resume such dispositions or notice from the Company and the Guarantor that such amendment or supplement is not necessary. The Company and the Guarantor may give any such notice during any 12-month period and

any such suspensions shall not exceed 120 days in aggregate and there shall not be more than four suspensions in effect during any 12-month period.

(e) The Participating Holders who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the investment bank or investment banks and manager or managers (each an "Underwriter") that will administer the offering will be selected by the Holders of a majority in principal amount of the Registrable Securities included in such offering, subject in each case to the approval of the Company and the Guarantor, which approval shall not be unreasonably withheld.

4. Participation of Broker-Dealers in Exchange Offers. (a) The Staff has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offers in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a "Participating Broker-Dealer") may be deemed to be an "underwriter" within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities.

The Company and the Guarantor understand that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers (or, to the extent permitted by law, made available to purchasers) to satisfy their prospectus delivery obligation under the Securities Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the Securities Act.

(b) In light of the above, and notwithstanding the other provisions of this Agreement, the Company and the Guarantor agree to use their commercially reasonable efforts to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement for a period of up to 180 days after the last Exchange Date (as such period may be extended pursuant to Section 3(d) hereof), in order to expedite or facilitate the disposition of any Exchange Securities by Participating Broker-Dealers consistent with the positions of the Staff recited in Section 4(a) above. The Company and the Guarantor further agree that, subject to Section 3(c), Participating Broker-Dealers shall be authorized to deliver such Prospectus (or, to the extent permitted by law, make available) during such period in connection with the resales contemplated by this Section 4.

(c) The Purchasers shall have no liability to the Company, the Guarantor or any Holder with respect to any request that they may make pursuant to Section 4(b) hereof.

5. Indemnification and Contribution. (a) Each of the Company and the Guarantor, jointly and severally, agrees to indemnify and hold harmless each Purchaser and each Holder, their affiliates and their respective officers, directors, employees, agents of and each other entity or person, if any, who controls any Purchaser or Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (i) caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) caused by any untrue statement or alleged untrue statement of a material fact contained in any Prospectus, any Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act (as amended or supplemented), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except, with respect to any Purchaser or any Holder and their respective affiliates, officers, directors, employees, agents and controlling persons, insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company or the Guarantor by such Purchaser or Holder, as the case may be, expressly for the use therein. In connection with any Underwritten Offering permitted by Section 3, the Company and the Guarantor, jointly and severally, will also indemnify the Underwriters, if any, selling brokers, dealers and similar securities industry professionals participating in the distribution, their respective affiliates and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement, any Prospectus, any Free Writing Prospectus or any Issuer Information.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Guarantor, the Purchasers and the other selling Holders and each of their respective directors and officers and any person controlling the Company, the Guarantor, the Purchasers and the other selling Holders within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company and the Guarantor to the Purchasers and the Holders, with reference to information furnished in writing by such Holder expressly for use in any Registration Statement, any Prospectus, any Free Writing Prospectus or any amendments or supplements thereto, except to the extent arising from information furnished in writing by the Company or the Guarantor expressly for use therein.

(c) Promptly after receipt by any person of notice of any claim or the institution of any claim, litigation, investigation or proceedings (including any governmental investigation) ("Proceedings") in respect of which indemnity may be sought pursuant to paragraphs (a) or (b) of this Section 5, such person (the "indemnified party") shall notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party shall be entitled to participate therein, and, to the extent that it elects (upon notice to the indemnified party), jointly with any other similarly notified indemnifying party, to assume the defense

thereof with counsel reasonably satisfactory to the indemnified party. If the indemnifying party shall not have so elected to assume such defense, then, upon request of the indemnified party, the indemnifying party shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such Proceeding and shall pay the reasonable and documented out-of-pocket fees and disbursements of such counsel related to such Proceeding. If the indemnifying party shall so elect to assume such defense, the indemnifying party shall not be liable to the indemnified party pursuant to this Section 5 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, however, that any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such Proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any Proceeding or related Proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to local counsel) for all such indemnified parties. Anything hereinabove to the contrary notwithstanding, any reference in this Section 5 to counsel reasonably satisfactory to, or designated by, the indemnified party shall mean (i) in the case of any Purchasers or their respective affiliates, officers, directors, employees, agents and controlling persons indemnified pursuant to paragraphs (a) or (b) of this Section 5, counsel reasonably satisfactory to, or designated by, the Representatives on behalf of all parties so indemnified pursuant to such paragraphs, (ii) in the case of any Holder or its respective affiliates, officers, directors, employees, agents and controlling persons indemnified pursuant to paragraph (a) of this Section 5, counsel reasonably satisfactory to, or designated by, the Majority Holders on behalf of all parties so indemnified pursuant to such paragraph, and (iii) in all other cases, counsel designated by the Company. The indemnifying party shall not be liable for any settlement of any Proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (B) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in paragraph (a) or (b) of this Section 5 is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified

party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefit received by the Company and the Guarantor on the one hand and the Purchasers and the Holders on the other from the Exchange Offers, or, if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefit referred to above, but also the relative fault of the indemnifying party on the one hand and that of such indemnified party on the other, in connection with the statements or omissions, or alleged statements or omissions, which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Company and the Guarantor on the one hand and the Holders on the other shall be deemed to be (i) in such proportion as is appropriate to reflect the relative benefit received by the Company and the Guarantor from the offering of the Securities and the Exchange Securities, on the one hand, and by the Holders from receiving Securities or Exchange Securities registered under the Securities Act, on the other hand, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefit referred to in clause (i) but also the relative fault of the Company and the Guarantor on the one hand and the Holders on the other in connection with the statements or omissions, or alleged statements or omissions, that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company or the Guarantor on the one hand and of the Holders on the other shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantor or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omissions.

(e) The Company, the Guarantor, the Holders and the Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations provided for in paragraph (d) above. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other reasonable expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, in no event shall a Holder be required to contribute any amount in excess of the amount by which the total price at which the Securities or Exchange Securities sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provision of this paragraph concerning contribution, no indemnifying party shall be required to make contribution in any circumstances in which such party would not have been required to provide indemnification by the terms of paragraphs (a) or (b) of this Section 5. Nothing herein contained shall be deemed to constitute a waiver by an indemnified party of such party's rights, if any, to receive contribution pursuant to Section 11(f) of the Securities Act or other applicable law., provided that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be

entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 5 are several and not joint.

(f) The indemnity, reimbursement and contribution obligations of the indemnifying parties under this Section 5 shall be in addition to any liability which the indemnifying parties may otherwise have to an indemnified party and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnifying parties and any indemnified party.

(g) The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Purchasers or any Holder or any Person controlling any Purchaser or any Holder, or by or on behalf of the Company or the Guarantor or the officers or directors of or any Person controlling the Company or the Guarantor, (iii) acceptance of any of the Exchange Securities and (iv) any sale of Registrable Securities pursuant to a Shelf Registration Statement.

6. General.

(a) *No Inconsistent Agreements*. The Company and the Guarantor represent, warrant and agree that (i) the rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of any other outstanding securities issued or guaranteed by the Company or the Guarantor under any other agreement and (ii) neither the Company nor the Guarantor has entered into, or on or after the date of this Agreement will enter into, any agreement that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof.

(b) *Amendments and Waivers*. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless, in the event such amendment, modification, supplement, waiver or consent adversely affects the interests of Holders, the Company and the Guarantor have obtained the written consent of the Majority Holders; provided that no amendment, modification, supplement, waiver or consent to any departure from the provisions of Section 5 hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder. Any amendments, modifications, supplements, waivers or consents pursuant to this Section 6(b) shall be by a writing executed by each of the parties hereto.

(c) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by e-mail, facsimile transmission, registered first- class mail, telecopier, any courier guaranteeing overnight delivery or otherwise delivered in accordance with the procedures of The Depository Trust Company ("DTC"), (i) if to a Holder, (x) at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Purchasers, the address set forth in the Purchase

Agreement, or (y) otherwise delivered in accordance with the procedures of DTC, and (ii) if to the Company and the Guarantor, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c). All such notices and communications to the Holders delivered in the manner prescribed above shall be deemed to have been duly given, whether or not the Holder receives such notice. Copies of all such notices, demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) *Successors and Assigns*. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Purchasers (in their capacity as Purchasers) shall have no liability or obligation to the Company or the Guarantor with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) *Third Party Beneficiaries*. Each Holder shall be a third party beneficiary to the agreements made hereunder between the Company and the Guarantor, on the one hand, and the Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of other Holders hereunder.

(f) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (e.g., a "pdf") shall be effective as delivery of a manually executed counterpart thereof.

(g) *Headings*. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not limit or otherwise affect the meaning hereof.

(h) *Governing Law*; Waiver of Jury Trial; Submission to Jurisdiction. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Company, the Guarantor and the Purchasers irrevocably agree to waive trial by jury in any action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Agreement or the performance of

services hereunder. Each of the Company and the Guarantor hereby (1) submits to the jurisdiction of any New York State or Federal court sitting in New York County with respect to any actions and proceedings arising out of, or relating to, this Agreement, (2) agrees that all claims with respect to such actions or proceedings may be heard and determined in such New York State or Federal court, (3) waives the defense of an inconvenient forum and (4) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(i) *Entire Agreement; Severability*. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Company, the Guarantor and the Purchasers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

[Signature Page Follows]

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

GE CAPITAL FUNDING, LLC

By/s/ Michael Taets

Name: Michael Taets

Title: President

GENERAL ELECTRIC COMPANY

By/s/ Robert Giglietti

Name: Robert Giglietti

Title: Authorized Signatory

Confirmed and accepted as of the date first above written on behalf of each of the Purchasers:

BOFA SECURITIES, INC.

By/s/ Kevin Wehler

Name: Kevin Wehler

Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By/s/ Adam D. Bordner

Name: Adam D. Bordner

Title: Director

CREDIT SUISSE SECURITIES (USA) LLC

By/s/ Richard Myers

Name: Richard Myers

Title: Managing Director

GOLDMAN SACHS & CO. LLC

By/s/ Adam T. Greene

Name: Adam T. Greene

Title: Managing Director

Annex A

Counterpart to Registration Rights Agreement

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor (as defined in the Registration Rights Agreement, dated May 18, 2020 (the "Registration Rights Agreement"), by and among GE Capital Funding, LLC, a Delaware limited liability company, General Electric Company, a New York corporation, and BofA Securities, Inc., Citigroup Global Markets Inc., Credit Suisse Securities (USA) LLC and Goldman Sachs & Co. LLC, as representatives of the several purchasers named in Schedule I to the Purchase Agreement, dated May 6, 2020) to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of , 202_.

[GUARANTOR]

By _____

Name:

Title:

Exhibit 4.9

Execution Version

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT, dated June 15, 2020 (this "Agreement"), is entered into by and among GE Capital Funding, LLC, a Delaware limited liability company (the "Company"), General Electric Company, a New York corporation (the "Guarantor") and Morgan Stanley & Co. LLC (the "Representative"), as representative of the several purchasers named in Schedule I (such purchasers, together with the Representative, the "Purchasers") to the Purchase Agreement, dated June 8, 2020, relating to the Company's issuance and sale of an aggregate of $1,500,000,000 principal amount of 4.400% Senior Notes due 2030 (the "Additional Notes"). The Additional Notes are issued in addition to $1,400,000,000 aggregate principal amount of the Company's outstanding 4.400% Senior Notes due 2030, issued on May 18, 2020 (the "Existing Notes," and, together with the Additional Notes, the "Notes"), and will be consolidated with, have the same CUSIP and ISIN numbers as, and form a part of a single series with, the Existing Notes. The Additional Notes will be guaranteed on a senior unsecured basis by the Guarantor (such guarantee together with the guarantee of the Existing Notes and the Notes, the "Securities"). In connection with the Purchase Agreement, the Company and the Guarantor have agreed to provide the registration rights set forth in this Agreement with respect to the Securities at the time of any Exchange Offer Registration (as defined herein) or Shelf Registration (as defined herein). The execution and delivery of this Agreement is a condition to the closing under the Purchase Agreement.

In consideration of the foregoing, the parties hereto agree as follows:

1. Definitions. As used in this Agreement, the following terms shall have the following meanings:

"Additional Notes" shall have the meaning set forth in the preamble hereto.

"Business Day" shall mean any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are generally authorized or obligated by law or regulation to remain closed.

"Company" shall have the meaning set forth in the preamble hereto and shall also include the Company's successors.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended from time to time.

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

"Exchange Offers" shall mean the exchange offer by the Company and the Guarantor of Exchange Securities for Registrable Securities pursuant to Section 2(a) hereof.

"Exchange Offer Registration" shall mean a registration under the Securities Act effected pursuant to Section 2(a) hereof.

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

"Exchange Securities" shall mean senior notes issued by the Company and guaranteed by the Guarantor under the Indenture containing terms substantially identical the Securities (except that the Exchange Securities will not be subject to restrictions on transfer or to any increase in annual interest rate for failure to comply with this Agreement) and to be offered to Holders of Securities in exchange for the Securities pursuant to the Exchange Offers.

"Existing Notes" shall have the meaning set forth in the preamble hereto.

"FINRA" means the Financial Industry Regulatory Authority, Inc.

"Free Writing Prospectus" means each free writing prospectus (as defined in Rule 405 under the Securities Act) prepared by or on behalf of the Company or used or referred to by the Company in connection with the sale of the Securities or the Exchange Securities.

"Guarantee" shall mean the guarantee of the Securities and guarantee of the Exchange Securities by the Guarantor under the Indenture.

"Guarantor" shall have the meaning set forth in the preamble hereto and shall also include the Guarantor's successors and any other subsidiary of the Company of the Guarantor that guarantees the Notes pursuant to the Indenture.

"Holders" shall, with respect to any Registrable Securities, have the meaning set for the in the Indenture; provided that, for purposes of Section 4 and Section 5 hereof, the term "Holders" shall include Participating Broker-Dealers.

"Indemnified Person" shall have the meaning set forth in Section 5(c) hereof.

"Indemnifying Person" shall have the meaning set forth in Section 5(c) hereof.

"Indenture" shall mean the Indenture relating to the Securities dated as of May 18, 2020 among the Company, the Guarantor and The Bank of New York Mellon, as trustee, and as the same may be amended from time to time in accordance with the terms thereof.

"Inspector" shall have the meaning set forth in Section 3(a)(xiv) hereof.

"Majority Holders" shall mean the Holders of a majority of the aggregate principal amount of the outstanding Registrable Securities; provided that whenever the

consent or approval of Holders of a specified percentage of Registrable Securities is required hereunder, any Registrable Securities owned directly or indirectly by the Company or any of its affiliates shall not be counted in determining whether such consent or approval was given by the Holders of such required percentage or amount; and provided, further, that if the Company shall issue any additional Securities under the Indenture prior to consummation of the Exchange Offers or, if applicable, the effectiveness of any Shelf Registration Statement, such additional Securities and the Registrable Securities to which this Agreement relates shall be treated together as one class for purposes of determining whether the consent or approval of Holders of a specified percentage of Registrable Securities has been obtained.

"Notice and Questionnaire" shall mean a notice of registration statement and selling security holder questionnaire distributed to a Holder by the Company upon receipt of a Shelf Request from such Holder.

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

"Participating Holder" shall mean any Holder of Registrable Securities that has returned a completed and signed Notice and Questionnaire to the Company in accordance with Section 2(b) hereof.

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

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

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

"Purchasers" shall have the meaning set forth in the preamble hereto.

"Registrable Securities" shall mean the Securities; provided that the Securities shall cease to be Registrable Securities (i) when a Registration Statement with respect to such Securities has become effective under the Securities Act and such Securities have been exchanged or disposed of pursuant to such Registration Statement, (ii) when such Securities cease to be outstanding or (iii) except in the case of Securities that otherwise remain Registrable Securities and that are held by a Purchaser and that are ineligible to be exchanged in the Exchange Offers, when the Exchange Offers are consummated.

"Registration Default" shall mean the occurrence of any of the following: (i) the Exchange Offers are not completed on or prior to the Target Registration Date, (ii) the

Shelf Registration Statement, if required to be filed pursuant to Section 2(b)(i) or Section 2(b)(ii) hereof, has not become effective on or prior to the Target Registration Date, (iii) if the Company receives a Shelf Request pursuant to Section 2(b)(iii), the Shelf Registration Statement required to be filed thereby has not become effective by the later of (a) the Target Registration Date and (b) 90 days after delivery of such Shelf Request, (iv) the Shelf Registration Statement, if required by this Agreement, has become effective but is thereafter withdrawn by the Company or the Guarantor or ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement, at any time during the Shelf Effectiveness Period, and such failure to remain effective or usable exists for more than 120 days in the aggregate in any 12-month period or (v) the Shelf Registration Statement, if required by this Agreement, has become effective and thereafter, on more than four occasions in any 12-month period during the Shelf Effectiveness Period, the Shelf Registration Statement ceases to be effective or the Prospectus contained therein ceases to be usable, in each case whether or not permitted by this Agreement.

"Registration Expenses" shall mean any and all expenses incident to performance of or compliance by the Company and the Guarantor with this Agreement, including without limitation: (i) all SEC, stock exchange or FINRA registration and filing fees, (ii) all fees and expenses incurred in connection with compliance with state securities or blue sky laws (including reasonable fees and disbursements of counsel for any Underwriters or Holders in connection with blue sky qualification of any Exchange Securities or Registrable Securities), (iii) all expenses of any Persons in preparing or assisting in preparing, word processing, printing and distribution of any Registration Statement, any Prospectus, any Free Writing Prospectus and any amendments or supplements thereto, any underwriting agreements, securities sales agreements or other similar agreements and any other documents relating to the performance of and compliance with this Agreement, (iv) all rating agency fees, (v) all fees and disbursements relating to the qualification of the Indenture under applicable securities laws, (vi) the fees and disbursements of the Trustee and its counsel, (vii) the fees and disbursements of counsel for the Company and the Guarantor and, in the case of a Shelf Registration Statement, the fees and disbursements of one counsel for the Participating Holders (which counsel shall be selected by the Participating Holders holding a majority of the aggregate principal amount of Registrable Securities held by such Participating Holders and which counsel may also be the same as the counsel for the Purchasers) and (viii) the fees and disbursements of the independent registered public accountants of the Company and the Guarantor, including the expenses of any special audits or "comfort" letters required by or incident to the performance of and compliance with this Agreement, but excluding fees and expenses of counsel to the Underwriters (other than fees and expenses set forth in clause (ii) above) or the Holders and underwriting discounts and commissions, brokerage commissions and transfer taxes, if any, relating to the sale or disposition of Registrable Securities by a Holder.

"Registration Statement" shall mean any registration statement of the Company and the Guarantor filed under the Securities Act that covers any of the Exchange Securities or Registrable Securities pursuant to the provisions of this Agreement and all amendments and supplements to any such registration statement, including post-effective

amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"Representative" shall have the meaning set forth in the preamble hereto.

"SEC" shall mean the United States Securities and Exchange Commission.

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

"Securities Act" shall mean the Securities Act of 1933, as amended from time to time.

"Settlement Date of the Existing Notes" shall mean May 18, 2020.

"Shelf Effectiveness Period" shall have the meaning set forth in Section 2(b) hereof.

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

"Shelf Registration Statement" shall mean a "shelf" registration statement of the Company and the Guarantor that covers all or a portion of the Registrable Securities on an appropriate form under Rule 415 under the Securities Act, or any similar rule that may be adopted by the SEC, and all amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein or deemed a part thereof, all exhibits thereto and any document incorporated by reference therein.

"Shelf Request" shall have the meaning set forth in Section 2(b) hereof.

"Staff" shall mean the staff of the SEC.

"Target Registration Date" shall mean a date no later than 360 days after the Settlement Date of the Existing Notes or, if such 360th day is not a Business Day, the next succeeding Business Day.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended from time to time.

"Trustee" shall mean The Bank of New York Mellon, as the trustee with respect to the Securities under the Indenture, and any successor thereto.

"Underwriter" shall have the meaning set forth in Section 3(e) hereof. "Underwritten Offering" shall mean an offering in which Registrable Securities are sold to an Underwriter for reoffering to the public.

2. Registration Under the Securities Act. (a) To the extent not prohibited by any applicable law or applicable interpretations of the Staff, the Company and the Guarantor shall (x) cause to be filed with the SEC an Exchange Offer Registration Statement covering an offer to the Holders to exchange all the Registrable Securities for Exchange Securities and (y) use their commercially reasonable efforts to (i) cause such Registration Statement to become effective not later than 330 days after the Settlement Date of the Existing Notes and (ii) to remain effective until 180 days after the last Exchange Date for use by one or more Participating Broker-Dealers. The Company and the Guarantor shall use their commercially reasonable efforts to commence and complete each Exchange Offer promptly after the Exchange Offer Registration Statement becomes effective but in any event not later than 30 days after such effective date.

The Company and the Guarantor shall commence the Exchange Offer for Registrable Securities by mailing or otherwise delivering the related Prospectus, appropriate letters of transmittal and other accompanying documents to each Holder stating, in addition to such other disclosures as are required by applicable law, substantially the following:

(i) that the Exchange Offers are being made pursuant to this Agreement and that all Registrable Securities validly tendered and not properly withdrawn will be accepted for exchange;

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

(iii) that any Registrable Security not tendered will remain outstanding and continue to accrue interest but will not retain any rights under this Agreement, except as otherwise specified herein;

(iv) that any Holder electing to have a Registrable Security exchanged pursuant to the Exchange Offer will be required to (A) surrender such Registrable Security, together with the appropriate letters of transmittal, to the institution and at the address and in the manner specified in the notice, or (B) effect such exchange otherwise in compliance with the applicable procedures of the depositary for such Registrable Security, in each case prior to the close of business on the last Exchange Date; and

(v) that any Holder of Registrable Securities will be entitled to withdraw its election, not later than the close of business on the last Exchange Date, by effecting such withdrawal in compliance with the applicable procedures of the depositary for the Registrable Securities.

As a condition to participating in each Exchange Offer, a Holder will be required to represent to the Company and the Guarantor that (1) any Exchange Securities to be received by it will be acquired in the ordinary course of its business, (2) at the time of the commencement of the Exchange Offers it has no arrangement or understanding with any Person to participate in the distribution (within the meaning of the Securities Act) of the

Exchange Securities in violation of the provisions of the Securities Act, (3) it is not an "affiliate" (within the meaning of Rule 405 under the Securities Act) of the Company or the Guarantor or, if it is an "affiliate" of the Company or the Guarantor, that it will comply with the registration and prospectus delivery requirements of the Securities Act to the extent applicable, and (4) if such Holder is a broker-dealer that will receive Exchange Securities for its own account in exchange for Registrable Securities that were acquired as a result of market-making or other trading activities, then such Holder will deliver a Prospectus (or, to the extent permitted by law, make available a Prospectus to purchasers) in connection with any resale of such Exchange Securities.

As soon as practicable after the last Exchange Date with respect to an Exchange Offer for Registrable Securities, the Company and the Guarantor shall:

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

(ii) deliver, or cause to be delivered, to the Trustee for cancellation all Registrable Securities or portions thereof so accepted for exchange by the Company and issue, and cause the Trustee to promptly authenticate and deliver to each Holder, Exchange Securities equal in principal amount to the principal amount of the Registrable Securities validly tendered by such Holder and accepted for exchange pursuant to such Exchange Offer.

The Company and the Guarantor shall use their commercially reasonable efforts to complete the Exchange Offers as provided above and shall comply with the applicable requirements of the Securities Act, the Exchange Act and other applicable laws and regulations in connection with the Exchange Offers. The Exchange Offers shall not be subject to any conditions, other than that the Exchange Offers do not violate any applicable law or applicable interpretations of the Staff.

(b) In the event that (i) the Company and the Guarantor determine that the Exchange Offer Registration provided for in Section 2(a) hereof is not available or the Exchange Offer for Registrable Securities may not be completed as soon as practicable after the last Exchange Date with respect to such Exchange Offer because it would violate any applicable law or applicable interpretations of the Staff, (ii) the Exchange Offer for Registrable Securities is not for any other reason completed by the Target Registration Date or (iii) upon receipt of a written request (a "Shelf Request") from any Purchaser prior to the 20th day following the consummation of the Exchange Offer representing (A) it is prohibited by law or the SEC from participating in the Exchange Offer, (B) it may not resell the Exchange Securities acquired by it in the Exchange Offer to the public without delivering a prospectus and the prospectus contained in the Exchange Offer Registration Statement is not appropriate or available for such resales, or (C) it is a broker-dealer and owns Securities acquired directly from the Company or an affiliate of the Company, the Company and the Guarantor shall file, no later than 330 days after the Settlement Date of the Existing Notes, or, in the case of clause (iii), as soon as practicable after such Shelf Request, as the case may be, a Shelf Registration Statement providing for the sale of all the Registrable Securities by the Holders thereof

and to use their commercially reasonable efforts to cause such Shelf Registration Statement to become effective no later than 30 days after such Shelf Registration Statement is filed; provided that no Holder will be entitled to have any Registrable Securities included in any Shelf Registration Statement, or entitled to use the prospectus forming a part of such Shelf Registration Statement, until such Holder shall have delivered a completed and signed Notice and Questionnaire and provided such other information regarding such Holder to the Company as is contemplated by Section 3(b) hereof.

In the event that the Company and the Guarantor are required to file a Shelf Registration Statement pursuant to clause (iii) of the preceding sentence, the Company and the Guarantor shall use their commercially reasonable efforts to file and have become effective both an Exchange Offer Registration Statement pursuant to Section 2(a) hereof with respect to all Registrable Securities and a Shelf Registration Statement (which may be a combined Registration Statement with the Exchange Offer Registration Statement) with respect to offers and sales of Registrable Securities held by the Purchasers after completion of the Exchange Offers.

The Company and the Guarantor agree to use their commercially reasonable efforts to keep the Shelf Registration Statement continuously effective until the second anniversary of the Settlement Date of the Existing Notes or, if earlier, until the Securities cease to be Registrable Securities (the "Shelf Effectiveness Period"). The Company and the Guarantor further agree to supplement or amend the Shelf Registration Statement, the related Prospectus and any Free Writing Prospectus if required by the rules, regulations or instructions applicable to the registration form used by the Company for such Shelf Registration Statement or by the Securities Act or by any other rules and regulations thereunder or if reasonably requested by a Holder of Registrable Securities with respect to information relating to such Holder, and to use their commercially reasonable efforts to cause any such amendment to become effective, if required, and such Shelf Registration Statement, Prospectus or Free Writing Prospectus, as the case may be, to become usable as soon as thereafter practicable. The Company and the Guarantor agree to furnish to the Participating Holders copies of any such supplement or amendment promptly after its being used or filed with the SEC.

(c) The Company and the Guarantor shall pay all Registration Expenses in connection with any registration pursuant to Section 2(a) or Section 2(b) hereof. Each Holder shall pay all underwriting discounts and commissions, brokerage commissions, its own attorney fees (except as such fees may be covered by clause (vii) of the definition of "Registration Expenses") and transfer taxes, if any, relating to the sale or disposition of such Holder's Registrable Securities pursuant to the Shelf Registration Statement.

(d) An Exchange Offer Registration Statement pursuant to Section 2(a), and a Shelf Registration Statement pursuant to Section 2(b) hereof, will not be deemed to have become effective unless it has been declared effective by the SEC or is automatically effective upon filing with the SEC as provided by Rule 462 under the Securities Act.

If a Registration Default occurs, the interest rate on the Registrable Securities will be increased by (i) 0.25% per annum for the first 90-day period beginning on, and including, the date on which such Registration Default shall occur and (ii) an additional 0.25% per annum with respect to each subsequent 90-day period, in each case to and including the date on which all Registration Defaults end, up to a maximum increase of 0.50% per annum. A Registration Default ends when the Securities cease to be Registrable Securities or, if earlier, (1) in the case of a Registration Default under clause (i) of the definition thereof, when the Exchange Offer is completed, (2) in the case of a Registration Default under clause (ii) or clause (iii) of the definition thereof, when the Shelf Registration Statement becomes effective or (3) in the case of a Registration Default under clause (iv) or clause (v) of the definition thereof, when the Shelf Registration Statement again becomes effective or the Prospectus again becomes usable. If at any time more than one Registration Default has occurred and is continuing, then, until the next date that there is no Registration Default, the increase in interest rate provided for by this paragraph shall apply as if there occurred a single Registration Default that begins on the date that the earliest such Registration Default occurred and ends on such next date that there is no Registration Default. All additional interest with respect to Registrable Securities will be paid by or on behalf of the Company on the next scheduled regular interest payment date for such Registrable Securities in the same manner as interest is paid on such Registrable Securities.

(e) Without limiting the remedies available to the Purchasers and the Holders, the Company and the Guarantor acknowledge that any failure by the Company or the Guarantor to comply with their obligations under Section 2(a) and Section 2(b) hereof may result in material irreparable injury to the Purchasers or the Holders for which there is no adequate remedy at law, that it will not be possible to measure damages for such injuries precisely and that, in the event of any such failure, the Purchasers or any Holder may obtain such relief as may be required to specifically enforce the Company's and the Guarantor's obligations under Section 2(a) and Section 2(b) hereof. The provisions for additional interest set forth in Section 2(d) above shall constitute liquidated damages and will be the exclusive remedy, monetary or otherwise, available to Holders under this Agreement with respect to any Registration Default.

3. Registration Procedures. (a) In connection with their obligations pursuant to Section 2(a) and Section 2(b) hereof, the Company and the Guarantor shall in accordance with the terms if this Agreement:

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

(ii) use their commercially reasonable efforts to prepare and file with the SEC such amendments and post-effective amendments to each Registration Statement as may be necessary to keep such Registration Statement effective for the applicable period in accordance with Section 2 hereof (other than during any suspension period pursuant to Section 3(d) hereof) and cause each Prospectus to be supplemented by any required prospectus supplement and, as so supplemented, to be filed pursuant to Rule 424 under the Securities Act; and keep each Prospectus current during the period described in Section 4(a)(3) of and Rule 174 under the Securities Act that is applicable to transactions by brokers or dealers with respect to the Registrable Securities or Exchange Securities;

(iii) to the extent any Free Writing Prospectus is used, file with the SEC any Free Writing Prospectus that is required to be filed by the Company or the Guarantor with the SEC in accordance with the Securities Act and to retain any Free Writing Prospectus not required to be filed;

(iv) in the case of a Shelf Registration, furnish to each Participating Holder, to counsel for the Purchasers (if any Registrable Securities held by the Purchasers are included in such Registration Statement), to counsel for such Participating Holders and to each Underwriter of an Underwritten Offering of Registrable Securities, if any, without charge, as many copies of each Prospectus, preliminary prospectus or Free Writing Prospectus, and any amendment or supplement thereto, as such Participating Holder, counsel or Underwriter may reasonably request in order to facilitate the sale or other disposition of the Registrable Securities thereunder; and, subject to Section 3(c) hereof, the Company and the Guarantor consent to the use of such Prospectus, preliminary prospectus or such Free Writing Prospectus and any amendment or supplement thereto in accordance with applicable law by each of the Participating Holders and any such Underwriters in connection with the offering and sale of the Registrable Securities covered by and in the manner described in such Prospectus, preliminary prospectus or such Free Writing Prospectus or any amendment or supplement thereto in accordance with applicable law;

(v) use their commercially reasonable efforts to register or qualify the Registrable Securities under all applicable state securities or blue sky laws of such jurisdictions as any Participating Holder shall reasonably request in writing by the time the applicable Registration Statement becomes effective; use their commercially reasonable efforts to cooperate with such Participating Holders in connection with any filings required to be made with FINRA; and use their commercially reasonable efforts to do any and all other acts and things that may be reasonably necessary or advisable to enable each Participating Holder to complete the disposition in each such jurisdiction of the Registrable Securities owned by such Participating Holder; provided that neither the Company nor the Guarantor shall be required to (1) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (2) execute or file any general consent to service of

process in any such jurisdiction or (3) subject itself to taxation in any such jurisdiction if it is not so subject;

(vi) notify counsel for the Purchasers and, in the case of a Shelf Registration, notify each Participating Holder and counsel for such Participating Holders promptly and, if requested by any such Participating Holder or counsel, confirm such advice in writing (1) when a Registration Statement has become effective, when any post-effective amendment thereto has been filed and becomes effective, when any Free Writing Prospectus has been filed or any amendment or supplement to the Prospectus or any Free Writing Prospectus has been filed, (2) of any request by the SEC or any state securities authority for amendments and supplements to a Registration Statement, Prospectus or any Free Writing Prospectus or for additional information after the Registration Statement has become effective, (3) of the issuance by the SEC or any state securities authority of any stop order suspending the effectiveness of a Registration Statement or the initiation of any proceedings for that purpose, including the receipt by the Company of any notice of objection of the SEC to the use of a Shelf Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act, (4) if, between the applicable effective date of a Shelf Registration Statement and the closing of any sale of Registrable Securities covered thereby, the representations and warranties of the Company or the Guarantor contained in any underwriting agreement, securities sales agreement or other similar agreement, if any, relating to an offering of such Registrable Securities cease to be true and correct in all material respects or if the Company or the Guarantor receives any notification with respect to the suspension of the qualification of the Registrable Securities for sale in any jurisdiction or the initiation of any proceeding for such purpose, (5) of the happening of any event during the period a Registration Statement is effective that makes any statement of material fact made in such Registration Statement or the related Prospectus or any Free Writing Prospectus untrue or that requires the making of any changes in such Registration Statement or Prospectus or any Free Writing Prospectus in order to make the statements therein not misleading and (6) of any determination by the Company or the Guarantor that a post- effective amendment to a Registration Statement or any amendment or supplement to the Prospectus or any Free Writing Prospectus would be appropriate;

(vii) use their commercially reasonable efforts to obtain the withdrawal of any order suspending the effectiveness of a Registration Statement or, in the case of a Shelf Registration, the resolution of any objection of the SEC pursuant to Rule 401(g)(2) under the Securities Act, including by filing an amendment to such Registration Statement on the proper form, as promptly as practicable and provide prompt notice to each Holder or Participating Holder of the withdrawal of any such order or such resolution;

(viii) in the case of a Shelf Registration, furnish to each Participating Holder, without charge, at least one conformed copy of each Registration Statement and any post-effective amendment thereto (without any documents incorporated therein by

reference or exhibits thereto, unless reasonably requested), in each case, if such documents are not available via EDGAR;

(ix) in the case of a Shelf Registration, cooperate with the Participating Holders to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be sold and not bearing any restrictive legends and enable such Registrable Securities to be issued in such denominations and registered in such names (consistent with the provisions of the Indenture) as such Participating Holders may reasonably request at least two Business Days prior to the closing of any sale of Registrable Securities;

(x) upon the occurrence of any event contemplated by Section 3(a)(vi)(5) hereof, use their commercially reasonable efforts to prepare and file with the SEC a supplement or post-effective amendment to the applicable Exchange Offer Registration Statement or Shelf Registration Statement or the related Prospectus or any Free Writing Prospectus or any document incorporated therein by reference or file any other required document so that, as thereafter delivered (or, to the extent permitted by law, made available) to purchasers of the Registrable Securities, such Prospectus or Free Writing Prospectus, as the case may be, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Company and the Guarantor shall notify the Participating Holders (in the case of a Shelf Registration Statement) and the Purchasers and any Participating Broker-Dealers known to the Company or the Guarantor (in the case of an Exchange Offer Registration Statement) to suspend use of the Prospectus or any Free Writing Prospectus as promptly as practicable after the occurrence of such an event, and such Participating Holders, such Participating Broker-Dealers and the Purchasers, as applicable, hereby agree to suspend use of the Prospectus or any Free Writing Prospectus, as the case may be, until the Company and the Guarantor have amended or supplemented the Prospectus or the Free Writing Prospectus, as the case may be, to correct such misstatement or omission; provided that neither the Company nor the Guarantor shall be required to take any action pursuant to this Section 3(a)(x) during any suspension period pursuant to Section 3(d) hereof;

(xi) a reasonable time prior to the filing of any Registration Statement, any Prospectus, any Free Writing Prospectus, any amendment to a Registration Statement or amendment or supplement to a Prospectus or a Free Writing Prospectus (excluding any document that is to be incorporated by reference into a Registration Statement, a Prospectus or a Free Writing Prospectus) after initial filing of a Registration Statement, provide copies of such document to the Purchasers and their counsel (and, in the case of a Shelf Registration Statement, to the Participating Holders and their counsel) and make such of the representatives of the Company and the Guarantor as shall be reasonably requested by the Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders and, to the extent that the Company and the Guarantor have been requested to do so, their counsel) available for discussion of such document;

and the Company and the Guarantor shall not, at any time after initial filing of a Registration Statement, use or file any Prospectus, any Free Writing Prospectus, any amendment of or supplement to a Registration Statement or a Prospectus or a Free Writing Prospectus (excluding any document that is to be incorporated by reference into a Registration Statement, a Prospectus or a Free Writing Prospectus), of which (A) the Purchasers and their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders and, to the extent that the Company and the Guarantor have been requested to do so, their counsel) shall not have been previously advised and furnished a copy or (B) to which the Purchasers or their counsel (and, in the case of a Shelf Registration Statement, the Participating Holders or their counsel) shall reasonably object within three (3) Business Days after the receipt thereof;

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

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

(xiv) in the case of a Shelf Registration, make available for inspection by a representative of the Participating Holders (an "Inspector"), any Underwriter participating in any disposition pursuant to such Shelf Registration Statement, any attorneys and accountants designated by a majority in aggregate principal amount of the Securities held by the Participating Holders and any attorneys and accountants designated by such Underwriter, at reasonable times and in a reasonable manner, all pertinent financial and other records, documents and properties of the Company, the Guarantor and their subsidiaries, and cause the respective officers, directors and employees of the Company and the Guarantor to supply all information reasonably requested by any such Inspector, Underwriter, attorney or accountant in connection with a Shelf Registration Statement, in each case, as is customary for "due diligence" examinations in connection with underwritten offerings; provided that if any such information is identified by the Company or the Guarantor as being confidential or proprietary, each Person receiving such information shall take such actions as are reasonably necessary to protect the confidentiality of such information to the extent such action is otherwise not inconsistent with, an impairment of or in derogation of the rights and interests of any Inspector, Holder or Underwriter;

(xv) if reasonably requested by any Participating Holder, promptly include or incorporate by reference in a Prospectus supplement or post-effective amendment such information with respect to such Participating Holder as such Participating Holder reasonably requests to be included therein, based upon a reasonable belief that such information is required to be included therein or is necessary to make the information about such Participating Holder not misleading, and make all required filings of such Prospectus supplement or such post-effective amendment as soon as reasonably practicable after the Company has received notification of the matters to be so included in such filing;

(xvi) in the case of a Shelf Registration, enter into such customary agreements and take all such other actions in connection therewith (including those requested by the Participating Holders of a majority in principal amount of the Registrable Securities covered by the Shelf Registration Statement) in order to expedite or facilitate the disposition of such Registrable Securities including, but not limited to, an Underwritten Offering and in connection therewith, (1)to the extent possible, make such representations and warranties to the Participating Holders and any Underwriters of such Registrable Securities with respect to the business of the Company, the Guarantor and their respective subsidiaries and the Registration Statement, Prospectus, any Free Writing Prospectus and documents incorporated by reference or deemed incorporated by reference, if any, in each case, in form, substance and scope as are customarily made by issuers to underwriters in underwritten offerings and confirm the same if and when requested, (2) obtain opinions of counsel to the Company and the Guarantor (which counsel and opinions, in form, scope and substance, shall be reasonably satisfactory to the Participating Holders and such Underwriters and their respective counsel) addressed to each Participating Holder and Underwriter of Registrable Securities, covering the matters customarily covered in opinions requested in underwritten offerings, (3) use commercially reasonable efforts to obtain "comfort" letters from the independent registered public accountants of the Company and the Guarantor (and, if necessary, any other registered public accountant of any subsidiary of the Company or the Guarantor, or of any business acquired by the Company or the Guarantor for which financial statements and financial data are or are required to be included in the Registration Statement) addressed to each Participating Holder (to the extent permitted by applicable professional standards) and Underwriter of Registrable Securities, such letters to be in customary form and covering matters of the type customarily covered in "comfort" letters in connection with underwritten offerings, including but not limited to financial information contained in any preliminary prospectus, Prospectus or Free Writing Prospectus and (4) deliver such documents and certificates as may be reasonably requested by the Participating Holders of a majority in principal amount of the Registrable Securities being sold or the Underwriters, and which are customarily delivered in underwritten offerings, to evidence the continued validity of the representations and warranties of the Company and the Guarantor made pursuant to clause (1) above and to evidence compliance with any customary conditions contained in an underwriting agreement; and

(xvii) so long as any Registrable Securities remain outstanding, cause each successor or additional Guarantor upon entry into a Guarantee by such successor or additional Guarantor with respect to any Registrable Securities, to execute a counterpart to this Agreement in the form attached hereto as Annex A and to deliver such counterpart, together with an opinion of counsel as to the enforceability thereof against such entity, to the Purchasers no later than five Business Days following the execution thereof.

(b) In the case of a Shelf Registration Statement, the Company may require each Holder of Registrable Securities to furnish to the Company a Notice and Questionnaire and such other information regarding such Holder and the proposed disposition by such Holder of such Registrable Securities as the Company and the Guarantor may from time to time reasonably request in writing; provided that if a Holder fails to provide the requested information within 20 Business Days after receiving such request, the Company or the Guarantor may exclude such Holder's Registrable Securities from such Shelf Registration Statement; provided further that any failure to provide such information shall not require the Company or the Guarantor to pay any additional interest pursuant to an increase in the applicable interest rate provided for in Section 2 hereof.

(c) Each Participating Holder agrees that, upon receipt of any notice from the Company and the Guarantor of the happening of any event of the kind described in Section 3(a)(vi)(3) or Section 3(a)(vi)(5) hereof, such Participating Holder will forthwith discontinue disposition of Registrable Securities pursuant to the Shelf Registration Statement until such Participating Holder's receipt of the copies of the supplemented or amended Prospectus and any Free Writing Prospectus contemplated by Section 3(a)(x) hereof and, if so directed by the Company and the Guarantor, such Participating Holder will deliver to the Company and the Guarantor all copies in its possession, other than permanent file copies then in such Participating Holder's possession, of the Prospectus and any Free Writing Prospectus covering such Registrable Securities that is current at the time of receipt of such notice.

(d) If the Company and the Guarantor shall give any notice to suspend the disposition of Registrable Securities pursuant to a Registration Statement, the Company and the Guarantor shall not be required to maintain the effectiveness thereof during the period of such suspension, and the Company and the Guarantor shall extend the period during which such Registration Statement shall be maintained effective pursuant to this Agreement by the number of days during the period from and including the date of the giving of such notice to and including the date when the Holders of such Registrable Securities shall have received copies of the supplemented or amended Prospectus or any Free Writing Prospectus necessary to resume such dispositions or notice from the Company and the Guarantor that such amendment or supplement is not necessary. The Company and the Guarantor may give any such notice during any 12-month period and any such suspensions shall not exceed 120 days in aggregate and there shall not be more than four suspensions in effect during any 12-month period.

(e) The Participating Holders who desire to do so may sell such Registrable Securities in an Underwritten Offering. In any such Underwritten Offering, the

investment bank or investment banks and manager or managers (each an "Underwriter") that will administer the offering will be selected by the Holders of a majority in principal amount of the Registrable Securities included in such offering, subject in each case to the approval of the Company and the Guarantor, which approval shall not be unreasonably withheld.

4. Participation of Broker-Dealers in Exchange Offers. (a) The Staff has taken the position that any broker-dealer that receives Exchange Securities for its own account in the Exchange Offers in exchange for Securities that were acquired by such broker-dealer as a result of market-making or other trading activities (a "Participating Broker-Dealer") may be deemed to be an "underwriter" within the meaning of the Securities Act and must deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of such Exchange Securities.

The Company and the Guarantor understand that it is the Staff's position that if the Prospectus contained in the Exchange Offer Registration Statement includes a plan of distribution containing a statement to the above effect and the means by which Participating Broker-Dealers may resell the Exchange Securities, without naming the Participating Broker-Dealers or specifying the amount of Exchange Securities owned by them, such Prospectus may be delivered by Participating Broker-Dealers (or, to the extent permitted by law, made available to purchasers) to satisfy their prospectus delivery obligation under the Securities Act in connection with resales of Exchange Securities for their own accounts, so long as the Prospectus otherwise meets the requirements of the Securities Act.

(b) In light of the above, and notwithstanding the other provisions of this Agreement, the Company and the Guarantor agree to use their commercially reasonable efforts to amend or supplement the Prospectus contained in the Exchange Offer Registration Statement for a period of up to 180 days after the last Exchange Date (as such period may be extended pursuant to Section 3(d) hereof), in order to expedite or facilitate the disposition of any Exchange Securities by Participating Broker-Dealers consistent with the positions of the Staff recited in Section 4(a) above. The Company and the Guarantor further agree that, subject to Section 3(c), Participating Broker-Dealers shall be authorized to deliver such Prospectus (or, to the extent permitted by law, make available) during such period in connection with the resales contemplated by this Section 4.

(c) The Purchasers shall have no liability to the Company, the Guarantor or any Holder with respect to any request that they may make pursuant to Section 4(b) hereof.

5. Indemnification and Contribution. (a) Each of the Company and the Guarantor, jointly and severally, agrees to indemnify and hold harmless each Purchaser and each Holder, their affiliates and their respective officers, directors, employees, agents of and each other entity or person, if any, who controls any Purchaser or Holder within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (i) caused by any untrue

statement or alleged untrue statement of a material fact contained in any Registration Statement, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, or (ii) caused by any untrue statement or alleged untrue statement of a material fact contained in any Prospectus, any Free Writing Prospectus or any "issuer information" filed or required to be filed pursuant to Rule 433(d) under the Securities Act (as amended or supplemented), or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except, with respect to any Purchaser or any Holder and their respective affiliates, officers, directors, employees, agents and controlling persons, insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished in writing to the Company or the Guarantor by such Purchaser or Holder, as the case may be, expressly for the use therein. In connection with any Underwritten Offering permitted by Section 3, the Company and the Guarantor, jointly and severally, will also indemnify the Underwriters, if any, selling brokers, dealers and similar securities industry professionals participating in the distribution, their respective affiliates and each Person who controls such Persons (within the meaning of the Securities Act and the Exchange Act) to the same extent as provided above with respect to the indemnification of the Holders, if requested in connection with any Registration Statement, any Prospectus, any Free Writing Prospectus or any Issuer Information.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Company, the Guarantor, the Purchasers and the other selling Holders and each of their respective directors and officers and any person controlling the Company, the Guarantor, the Purchasers and the other selling Holders within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company and the Guarantor to the Purchasers and the Holders, with reference to information furnished in writing by such Holder expressly for use in any Registration Statement, any Prospectus, any Free Writing Prospectus or any amendments or supplements thereto, except to the extent arising from information furnished in writing by the Company or the Guarantor expressly for use therein.

(c) Promptly after receipt by any person of notice of any claim or the institution of any claim, litigation, investigation or proceedings (including any governmental investigation) ("Proceedings") in respect of which indemnity may be sought pursuant to paragraphs (a) or (b) of this Section 5, such person (the "indemnified party") shall notify the person against whom such indemnity may be sought (the "indemnifying party") in writing and the indemnifying party shall be entitled to participate therein, and, to the extent that it elects (upon notice to the indemnified party), jointly with any other similarly notified indemnifying party, to assume the defense thereof with counsel reasonably satisfactory to the indemnified party. If the indemnifying party shall not have so elected to assume such defense, then, upon request of the indemnified party, the indemnifying party shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such Proceeding and shall pay the reasonable and documented out-of-pocket fees and disbursements of such counsel related to such Proceeding. If the

indemnifying party shall so elect to assume such defense, the indemnifying party shall not be liable to the indemnified party pursuant to this Section 5 for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof; provided, however, that any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such Proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in connection with any Proceeding or related Proceedings in the same jurisdiction, be liable for the reasonable fees and expenses of more than one separate firm (in addition to local counsel) for all such indemnified parties. Anything hereinabove to the contrary notwithstanding, any reference in this Section 5 to counsel reasonably satisfactory to, or designated by, the indemnified party shall mean (i) in the case of any Purchasers or their respective affiliates, officers, directors, employees, agents and controlling persons indemnified pursuant to paragraphs (a) or (b) of this Section 5, counsel reasonably satisfactory to, or designated by, the Representative on behalf of all parties so indemnified pursuant to such paragraphs, (ii) in the case of any Holder or its respective affiliates, officers, directors, employees, agents and controlling persons indemnified pursuant to paragraph (a) of this Section 5, counsel reasonably satisfactory to, or designated by, the Majority Holders on behalf of all parties so indemnified pursuant to such paragraph, and (iii) in all other cases, counsel designated by the Company. The indemnifying party shall not be liable for any settlement of any Proceeding effected without its written consent but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. No indemnifying party shall, without the written consent of the indemnified party, effect the settlement or compromise of, or consent to the entry of any judgment with respect to, any pending or threatened action or claim in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified party is an actual or potential party to such action or claim) unless such settlement, compromise or judgment (A) includes an unconditional release of the indemnified party from all liability arising out of such action or claim and (B) does not include a statement as to or an admission of fault, culpability or a failure to act, by or on behalf of any indemnified party.

(d) If the indemnification provided for in paragraph (a) or (b) of this Section 5 is unavailable to an indemnified party in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party, in lieu of indemnifying such indemnified party, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities in such proportion as is appropriate to reflect the relative benefit received by the Company and the Guarantor on the one hand and the Purchasers and the Holders on the other from the Exchange Offers, or, if such allocation is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefit referred to above, but also the relative fault of the indemnifying party on the one hand and that of such indemnified party on the

other, in connection with the statements or omissions, or alleged statements or omissions, which resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefit received by the Company and the Guarantor on the one hand and the Holders on the other shall be deemed to be (i) in such proportion as is appropriate to reflect the relative benefit received by the Company and the Guarantor from the offering of the Securities and the Exchange Securities, on the one hand, and by the Holders from receiving Securities or Exchange Securities registered under the Securities Act, on the other hand, or (ii) if the allocation provided by clause (i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefit referred to in clause (i) but also the relative fault of the Company and the Guarantor on the one hand and the Holders on the other in connection with the statements or omissions, or alleged statements or omissions, that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative fault of the Company or the Guarantor on the one hand and of the Holders on the other shall be determined by reference to, among other things, whether the untrue statement or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company and the Guarantor or by the Holders and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omissions.

(e) The Company, the Guarantor, the Holders and the Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 5 were determined by pro rata allocation (even if the Holders were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations provided for in paragraph (d) above. The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other reasonable expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 5, in no event shall a Holder be required to contribute any amount in excess of the amount by which the total price at which the Securities or Exchange Securities sold by such Holder exceeds the amount of any damages that such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provision of this paragraph concerning contribution, no indemnifying party shall be required to make contribution in any circumstances in which such party would not have been required to provide indemnification by the terms of paragraphs (a) or (b) of this Section 5. Nothing herein contained shall be deemed to constitute a waiver by an indemnified party of such party's rights, if any, to receive contribution pursuant to Section 11(f) of the Securities Act or other applicable law., provided that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations to contribute pursuant to this Section 5 are several and not joint.

(f) The indemnity, reimbursement and contribution obligations of the indemnifying parties under this Section 5 shall be in addition to any liability which the

indemnifying parties may otherwise have to an indemnified party and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the indemnifying parties and any indemnified party.

(g) The indemnity and contribution provisions contained in this Section 5 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of the Purchasers or any Holder or any Person controlling any Purchaser or any Holder, or by or on behalf of the Company or the Guarantor or the officers or directors of or any Person controlling the Company or the Guarantor, (iii) acceptance of any of the Exchange Securities and (iv) any sale of Registrable Securities pursuant to a Shelf Registration Statement.

6. General.

(a) *No Inconsistent Agreements*. The Company and the Guarantor represent, warrant and agree that (i) the rights granted to the Holders hereunder do not in any way conflict with and are not inconsistent with the rights granted to the holders of any other outstanding securities issued or guaranteed by the Company or the Guarantor under any other agreement and (ii) neither the Company nor the Guarantor has entered into, or on or after the date of this Agreement will enter into, any agreement that is inconsistent with the rights granted to the Holders of Registrable Securities in this Agreement or otherwise conflicts with the provisions hereof.

(b) *Amendments and Waivers*. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given unless, in the event such amendment, modification, supplement, waiver or consent adversely affects the interests of Holders, the Company and the Guarantor have obtained the written consent of the Majority Holders; provided that no amendment, modification, supplement, waiver or consent to any departure from the provisions of Section 5 hereof shall be effective as against any Holder of Registrable Securities unless consented to in writing by such Holder. Any amendments, modifications, supplements, waivers or consents pursuant to this Section 6(b) shall be by a writing executed by each of the parties hereto.

(c) *Notices*. All notices and other communications provided for or permitted hereunder shall be made in writing by e-mail, facsimile transmission, registered first- class mail, telecopier, any courier guaranteeing overnight delivery or otherwise delivered in accordance with the procedures of The Depository Trust Company ("DTC"), (i) if to a Holder, (x) at the most current address given by such Holder to the Company by means of a notice given in accordance with the provisions of this Section 6(c), which address initially is, with respect to the Purchasers, the address set forth in the Purchase Agreement, or (y) otherwise delivered in accordance with the procedures of DTC, and (ii) if to the Company and the Guarantor, initially at the Company's address set forth in the Purchase Agreement and thereafter at such other address, notice of which is given in accordance with the provisions of this Section 6(c). All such notices and communications to the Holders delivered in the manner prescribed above shall be deemed to have been duly given, whether or not the Holder receives such notice. Copies of all such notices,

demands or other communications shall be concurrently delivered by the Person giving the same to the Trustee, at the address specified in the Indenture.

(d) *Successors and Assigns*. This Agreement shall inure to the benefit of and be binding upon the successors, assigns and transferees of each of the parties, including, without limitation and without the need for an express assignment, subsequent Holders; provided that nothing herein shall be deemed to permit any assignment, transfer or other disposition of Registrable Securities in violation of the terms of the Purchase Agreement or the Indenture. If any transferee of any Holder shall acquire Registrable Securities in any manner, whether by operation of law or otherwise, such Registrable Securities shall be held subject to all the terms of this Agreement, and by taking and holding such Registrable Securities such Person shall be conclusively deemed to have agreed to be bound by and to perform all of the terms and provisions of this Agreement and such Person shall be entitled to receive the benefits hereof. The Purchasers (in their capacity as Purchasers) shall have no liability or obligation to the Company or the Guarantor with respect to any failure by a Holder to comply with, or any breach by any Holder of, any of the obligations of such Holder under this Agreement.

(e) *Third Party Beneficiaries*. Each Holder shall be a third party beneficiary to the agreements made hereunder between the Company and the Guarantor, on the one hand, and the Purchasers, on the other hand, and shall have the right to enforce such agreements directly to the extent it deems such enforcement necessary or advisable to protect its rights or the rights of other Holders hereunder.

(f) *Counterparts*. This Agreement may be executed in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (e.g., a "pdf") shall be effective as delivery of a manually executed counterpart thereof.

(g) *Headings*. The headings in this Agreement are for convenience of reference only, are not a part of this Agreement and shall not limit or otherwise affect the meaning hereof.

(h) *Governing Law*; Waiver of Jury Trial; Submission to Jurisdiction. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Company, the Guarantor and the Purchasers irrevocably agree to waive trial by jury in any action, proceeding, claim or counterclaim brought by or on behalf of any party related to or arising out of this Agreement or the performance of services hereunder. Each of the Company and the Guarantor hereby (1) submits to the jurisdiction of any New York State or Federal court sitting in New York County with respect to any actions and proceedings arising out of, or relating to, this Agreement, (2) agrees that all claims with respect to such actions or proceedings may be heard and determined in such New York State or Federal court, (3) waives the defense of an inconvenient forum and (4) agrees that a final judgment in any such action or proceeding

shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

(i) *Entire Agreement; Severability*. This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all oral statements and prior writings with respect thereto. If any term, provision, covenant or restriction contained in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable or against public policy, the remainder of the terms, provisions, covenants and restrictions contained herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated. The Company, the Guarantor and the Purchasers shall endeavor in good faith negotiations to replace the invalid, void or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, void or unenforceable provisions.

[Signature Page Follows]

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

GE CAPITAL FUNDING, LLC

By /s/ Michael Taets

Name: Michael Taets

Title: President

GENERAL ELECTRIC COMPANY

By /s/ Robert Giglietti

Name: Robert Giglietti

Title: Authorized Signatory

Confirmed and accepted as of the date first above written on behalf of each of the Purchasers:

MORGAN STANLEY & CO. LLC

By /s/ Ian Drewe

Name: Ian Drewe

Title: Executive Director

Annex A

Counterpart to Registration Rights Agreement

The undersigned hereby absolutely, unconditionally and irrevocably agrees as a Guarantor (as defined in the Registration Rights Agreement, dated June 15, 2020 (the "Registration Rights Agreement"), by and among GE Capital Funding, LLC, a Delaware limited liability company, General Electric Company, a New York corporation, and Morgan Stanley & Co. LLC, as representative of the several purchasers named in Schedule I to the Purchase Agreement, dated June 8, 2020) to be bound by the terms and provisions of such Registration Rights Agreement.

IN WITNESS WHEREOF, the undersigned has executed this counterpart as of , 202_.

[GUARANTOR]

By _____

Name:

Title:

GIBSON DUNN

Exhibit 5.1

Gibson, Dunn & Crutcher LLP
200 Park Avenue
New York, NY 10166-0193
Tel 212.351.4000
www.gibsondunn.com

February 12, 2021
General Electric Company
5 Necco Street
Boston, Massachusetts 02210
GE Capital Funding, LLC
901 Main Avenue
Norwalk, Connecticut 06801

Re: *General Electric Company and GE Capital Funding, LLC*
Registration Statement on Form S-4

Ladies and Gentlemen:

We have acted as counsel to GE Capital Funding, LLC, a Delaware limited liability company ("GECF") and General Electric Company, a New York corporation ("GE" and, together with GECF, the "Companies"), in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-4 (the "Registration Statement") under the Securities Act of 1933, as amended (the "Securities Act"), the prospectus included therein, and the offer to exchange pursuant thereto up to $1,350,000,000 aggregate principal amount of GECF's outstanding 3.450% notes due 2025 (the "2025 Outstanding Notes"), up to $1,000,000,000 aggregate principal amount of GECF's outstanding 4.050% notes due 2027 (the "2027 Outstanding Notes"), up to $2,900,000,000 aggregate principal amount of GECF's outstanding 4.400% notes due 2030 (the "2030 Outstanding Notes") and up to $750,000,000 aggregate principal amount of GECF's outstanding 4.550% notes due 2032 (the "2032 Outstanding Notes" and, together with the 2025 Outstanding Notes, the 2027 Outstanding Notes and the 2030 Outstanding Notes, the "Outstanding Notes"), for up to $1,350,000,000 aggregate principal amount of its new 3.450% notes due 2025 (the "2025 Exchange Notes"), $1,000,000,000 aggregate principal amount of its new 4.050% notes due 2027 (the "2027 Exchange Notes"), $2,900,000,000 aggregate principal amount of its new 4.400% notes due 2030 (the "2030 Exchange Notes") and $750,000,000 aggregate principal amount of its new 4.550% notes due 2032 (the "2032 Exchange Notes" and, together with the 2025 Exchange Notes, the 2027 Exchange Notes and the 2030 Exchange Notes, the "Exchange Notes;" the Outstanding Notes and the Exchange Notes are together referred to as the "Notes"). The Exchange Notes will be issued pursuant to the Indenture (the "Indenture"), dated as of May 18, 2020, between GECF, GE, as guarantor, and The Bank of New York Mellon, as trustee (the "Trustee"), as amended and supplemented by the Company Order and Officer's Certificate relating to the 3.450% notes due 2025, the Company Order and Officer's Certificate relating to the 4.050% notes due 2027, the Company Order and Officer's Certificate relating to the 4.400% notes due 2030 and the Company Order and Officer's Certificate relating to the 4.550% notes due 2032, each dated as of May 18, 2020 (collectively, the "Officer's Certificates"), and will be

guaranteed pursuant to the terms of the Indenture and the notation endorsed on the Notes by GE (the "Guarantees").

In arriving at the opinions expressed below, we have examined originals, or copies certified or otherwise identified to our satisfaction as being true and complete copies of the originals, of the Indenture, the Officer's Certificates, the form of Notes (including the Guarantees contained therein) (the "Note Documents") and such other documents, corporate records, certificates of officers of the Companies and of public officials and other instruments as we have deemed necessary or advisable to enable us to render these opinions. In our examination, we have assumed, without independent investigation, the genuineness of all signatures, the legal capacity and competency of all natural persons, the authenticity of all documents submitted to us as originals and the conformity to original documents of all documents submitted to us as copies. As to any facts material to these opinions, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Companies and others.

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that, when (i) the Registration Statement has become effective under the Securities Act, and (ii) the Exchange Notes (including the Guarantees contained therein) have been duly executed, delivered and authenticated in accordance with the terms of the Indenture and issued and delivered in exchange for the Outstanding Notes in the manner described in the Registration Statement, the Exchange Notes will constitute legal, valid and binding obligations of GECF, enforceable against GECF in accordance with their respective terms, and the Guarantees will constitute legal, valid and binding obligations of GE, enforceable against GE in accordance with their respective terms.

The opinions expressed above are subject to the following additional exceptions, qualifications, limitations and assumptions:

A. We render no opinion herein as to matters involving the laws of any jurisdiction other than the State of New York and, to the extent relevant for our opinion herein, the Delaware Limited Liability Company Act. This opinion is limited to the effect of the current state of the laws of the State of New York and, to the limited extent set forth above, the Delaware Limited Liability Company Act and the facts as they currently exist. We assume no obligation to revise or supplement this opinion in the event of future changes in such laws or the interpretations thereof or such facts.

B. We express no opinion regarding the Securities Act, the Securities Exchange Act of 1934, as amended, the Trust Indenture Act of 1939, as amended, the Investment Company Act of 1940, as amended, or any other federal or state securities laws or regulations.

C. The opinions above are each subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium, arrangement or similar laws affecting the rights and remedies of creditors generally, including without limitation the effect of statutory or other laws regarding fraudulent transfers or preferential transfers, and (ii) general principles of equity, including without limitation concepts of materiality, reasonableness, good faith and fair dealing and the possible unavailability of specific performance, injunctive relief or other equitable remedies regardless of whether enforceability is considered in a proceeding in equity or at law.

D. We express no opinion regarding the effectiveness of (i) any waiver of stay, extension or usury laws or of unknown future rights, (ii) provisions relating to indemnification, exculpation or contribution, to the extent such provisions may be held unenforceable as contrary to public policy or federal or state securities laws, (iii) any provision in any Note Document waiving the right to object to venue in any court, (iv) any agreement to submit to the jurisdiction of any Federal court, (v) any waiver of the right to jury trial, or (vi) any provision to the effect that every right or remedy is cumulative and may be exercised in addition to any other right or remedy or that the election of some particular remedy does not preclude recourse to one or more others.

We consent to the filing of this opinion as an exhibit to the Registration Statement, and we further consent to the use of our name under the caption “Legal Matters” in the Registration Statement and the prospectus that forms a part thereof. In giving these consents, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Very truly yours,

/s/ Gibson, Dunn & Crutcher LLP

Exhibit 23.2

Consent of Independent Registered Public Accounting Firm

The Board of Directors
General Electric Company:

We consent to the use of our report dated February 12, 2021 with respect to the consolidated statement of financial position of General Electric Company and consolidated affiliates as of December 31, 2020 and 2019, the related statements of earnings (loss), comprehensive income (loss), changes in shareholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2020, and the related notes, and the effectiveness of internal control over financial reporting, incorporated by reference herein, and the reference to our firm under the heading "Experts" in the prospectus.

/s/ KPMG LLP
KPMG LLP

Boston, Massachusetts
February 12, 2021

Exhibit 24.1

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each of the undersigned, being a director or officer of General Electric Company, a New York corporation (the "Company"), hereby constitutes and appoints H. Lawrence Culp, Jr., Michael J. Holston, Carolina Dybeck Happe, Thomas S. Timko, and Christoph A. Pereira, and each of them, his or her true and lawful attorney-in-fact and agent, with full and several power of substitution and resubstitution and to act with or without the others, for him or her and in his or her name, place and stead in any and all capacities: (i) to sign this Registration Statement under the Securities Act of 1933, as amended, on Form S-4, any amendments thereto, and all post-effective amendments and supplements to this Registration Statement for the registration of the Company's securities; and (ii) to file this Registration Statement and any and all amendments and supplements thereto, with any exhibits thereto, and other documents in connection therewith, with the Securities and Exchange Commission, in each case, in such forms as they or any one of them may approve, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done to the end that such Registration Statement or Registration Statements shall comply with the Securities Act of 1933, as amended, and the applicable Rules and Regulations adopted or issued pursuant thereto, as fully and to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or any of them or their substitute or resubstitute, may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be signed in any number of counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one Power of Attorney.

IN WITNESS WHEREOF, each of the undersigned has hereunto set his or her hand this 12th day of February, 2021.

/s/ H. Lawrence Culp, Jr.
H. Lawrence Culp, Jr.
Chairman of the Board and Chief Executive Officer
(Principal Executive
Officer and Director)

/s/ Carolina Dybeck Happe
Carolina Dybeck Happe
Senior Vice President and
Chief Financial Officer
(Principal Financial Officer)

/s/ Thomas S. Timko
Thomas S. Timko
Vice President, Chief Accounting Officer and Controller
(Principal Accounting Officer)

/s/ Sébastien M. Bazin	/s/ Risa Lavizzo-Mourey
Sébastien M. Bazin Director	Risa Lavizzo-Mourey Director
/s/ Ashton Carter	/s/ Catherine Lesjak
Ashton Carter Director	Catherine Lesjak Director
/s/ Francisco D'Souza	/s/ Paula Rosput Reynolds
Francisco D'Souza Director	Paula Rosput Reynolds Director
/s/ Edward P. Garden	/s/ Leslie F. Seidman
Edward P. Garden Director	Leslie F. Seidman Director
/s/ Thomas W. Horton	/s/ James S. Tisch
Thomas W. Horton Director	James S. Tisch Director

Exhibit 25.1

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

FORM T-1
STATEMENT OF ELIGIBILITY
UNDER THE TRUST INDENTURE ACT OF 1939 OF A
CORPORATION DESIGNATED TO ACT AS TRUSTEE
CHECK IF AN APPLICATION TO DETERMINE
ELIGIBILITY OF A TRUSTEE PURSUANT TO
SECTION 305(b)(2) ☐

THE BANK OF NEW YORK MELLON
(Exact name of trustee as specified in its charter)

New York (Jurisdiction of incorporation if not a U.S. national bank) 240 Greenwich Street, New York, N.Y. (Address of principal executive offices)	13-5160382 (I.R.S. employer identification no.) 10286 (Zip code)

GE Capital Funding, LLC
(Exact name of obligor as specified in its charter)

Delaware (State or other jurisdiction of incorporation or organization)	85-0920638 (I.R.S. employer identification no.)
901 Main Avenue Norwalk, Connecticut (Address of principal executive offices)	06801 (Zip code)

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

New York (State or other jurisdiction of incorporation or organization)	14-0689340 (I.R.S. employer identification no.)
5 Necco Street Boston, Massachusetts (Address of principal executive offices)	02210 (Zip code)

3.450% Notes due 2025
4.050% Notes due 2027
4.400% Notes due 2030
4.550% Notes due 2032
Guarantees of 3.450% Notes due 2025
Guarantees of 4.050% Notes due 2027
Guarantees of 4.400% Notes due 2030
and Guarantees of 4.550% Notes due 2032
(Title of the indenture securities)

1. General information. Furnish the following information as to the Trustee:

(a) Name and address of each examining or supervising authority to which it is subject.

Name	Address
Superintendent of the Department of Financial Services of the State of New York	One State Street, New York, N.Y. 10004-1417, and Albany, N.Y. 12223
Federal Reserve Bank of New York	33 Liberty Street, New York, N.Y. 10045
Federal Deposit Insurance Corporation	550 17th Street, NW Washington, D.C. 20429
The Clearing House Association L.L.C.	100 Broad Street New York, N.Y. 10004

(b) Whether it is authorized to exercise corporate trust powers.

Yes.

2. Affiliations with Obligor.

If the obligor is an affiliate of the trustee, describe each such affiliation.

None.

16. List of Exhibits.

Exhibits identified in parentheses below, on file with the Commission, are incorporated herein by reference as an exhibit hereto, pursuant to Rule 7a-29 under the Trust Indenture Act of 1939 (the "Act").

1. A copy of the Organization Certificate of The Bank of New York Mellon (formerly known as The Bank of New York, itself formerly Irving Trust Company) as now in effect, which contains the authority to commence business and a grant of powers to exercise corporate trust powers. (Exhibit 1 to Amendment No. 1 to Form T-1 filed with Registration Statement No. 33-6215, Exhibits 1a and 1b to Form T-1 filed with Registration Statement No. 33-21672, Exhibit 1 to Form T-1 filed with Registration Statement No. 33-29637, Exhibit 1 to Form T-1 filed with Registration Statement No. 333-121195 and Exhibit 1 to Form T-1 filed with Registration Statement No. 333-152735).

4. A copy of the existing By-laws of the Trustee (Exhibit 4 to Form T-1 filed with Registration Statement No. 333-229494).
6. The consent of the Trustee required by Section 321(b) of the Act (Exhibit 6 to Form T-1 filed with Registration Statement No. 333-229519).
7. A copy of the latest report of condition of the Trustee published pursuant to law or to the requirements of its supervising or examining authority.

SIGNATURE

Pursuant to the requirements of the Act, the Trustee, The Bank of New York Mellon, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in the City of New York, and State of New York, on the 9th day of February, 2021.

THE BANK OF NEW YORK MELLON

By: /s/ Francine Kincaid

Name: Francine Kincaid

Title: Vice President

EXHIBIT 7

Consolidated Report of Condition of
THE BANK OF NEW YORK MELLON
of 240 Greenwich Street, New York, N.Y. 10286
And Foreign and Domestic Subsidiaries,

a member of the Federal Reserve System, at the close of business December 31, 2020, published in accordance with a call made by the Federal Reserve Bank of this District pursuant to the provisions of the Federal Reserve Act.

	Dollar amounts in thousands
ASSETS	
Cash and balances due from depository institutions:	
Noninterest-bearing balances and currency and coin	5,412,000
Interest-bearing balances	155,123,000
Securities:	
Held-to-maturity securities	47,940,000
Available-for-sale debt securities	105,304,000
Equity securities with readily determinable fair values not held for trading	64,000
Federal funds sold and securities purchased under agreements to resell:	
Federal funds sold in domestic offices	0
Securities purchased under agreements to resell	12,902,000
Loans and lease financing receivables:	
Loans and leases held for sale	0
Loans and leases held for investment	25,616,000
LESS: Allowance for loan and lease losses	320,000
Loans and leases held for investment, net of allowance	25,296,000
Trading assets	8,415,000
Premises and fixed assets (including capitalized leases)	3,099,000
Other real estate owned	1,000
Investments in unconsolidated subsidiaries and associated companies	1,690,000
Direct and indirect investments in real estate ventures	0
Intangible assets	7,030,000
Other assets	14,239,000
Total assets	386,515,000

LIABILITIES	
Deposits:	
In domestic offices	208,980,000
Noninterest-bearing	83,359,000
Interest-bearing	125,621,000
In foreign offices, Edge and Agreement subsidiaries, and IBFs	133,019,000
Noninterest-bearing	6,242,000
Interest-bearing	126,777,000
Federal funds purchased and securities sold under agreements to repurchase:	
Federal funds purchased in domestic offices	0
Securities sold under agreements to repurchase	2,381,000
Trading liabilities	3,644,000
Other borrowed money:	
(includes mortgage indebtedness and obligations under capitalized leases)	325,000
Not applicable	
Not applicable	
Subordinated notes and debentures	0
Other liabilities	8,910,000
Total liabilities	357,259,000
EQUITY CAPITAL	
Perpetual preferred stock and related surplus	0
Common stock	1,135,000
Surplus (exclude all surplus related to preferred stock)	11,571,000
Retained earnings	16,496,000
Accumulated other comprehensive income	54,000
Other equity capital components	0
Total bank equity capital	29,256,000
Noncontrolling (minority) interests in consolidated subsidiaries	0
Total equity capital	29,256,000
Total liabilities and equity capital	386,515,000

I, Emily Portney, Chief Financial Officer of the above-named bank do hereby declare that this Report of Condition is true and correct to the best of my knowledge and belief.

Emily Portney
Chief Financial Officer

We, the undersigned directors, attest to the correctness of this statement of resources and liabilities. We declare that it has been examined by us, and to the best of our knowledge and belief has been prepared in conformance with the instructions and is true and correct.

Thomas P. Gibbons
Samuel C. Scott
Joseph J. Echevarria

Directors

Exhibit 99.1

LETTER OF TRANSMITTAL

GE CAPITAL FUNDING, LLC

Offer to Exchange
All Outstanding
$1,350,000,000 3.450% Notes due 2025 (CUSIP Nos. 36166N AA1 / U3701N AA0)
$1,000,000,000 4.050% Notes due 2027 (CUSIP Nos. 36166N AD5 / U3701N AD4)
$2,900,000,000 4.400% Notes due 2030 (CUSIP Nos. 36166N AB9 / U3701N AB8)
$750,000,000 4.550% Notes due 2032 (CUSIP Nos. 36166N AC7 / U3701N AC6)
Fully and unconditionally guaranteed by
GENERAL ELECTRIC COMPANY
For Newly Issued and Registered
$1,350,000,000 3.450% Notes due 2025
$1,000,000,000 4.050% Notes due 2027
$2,900,000,000 4.400% Notes due 2030
$750,000,000 4.550% Notes due 2032
Fully and unconditionally guaranteed by
GENERAL ELECTRIC COMPANY
Pursuant to the prospectus dated , 2021

THE EXCHANGE OFFER WILL EXPIRE AT 5:00 P.M., NEW YORK CITY TIME, ON , 2021, OR SUCH LATER DATE AND TIME TO WHICH THE EXCHANGE OFFER MAY BE EXTENDED (THE "EXPIRATION TIME"). TENDERS MAY BE WITHDRAWN AT ANY TIME PRIOR TO THE EXPIRATION TIME.

The exchange agent is:

The Bank of New York Mellon

By hand delivery, mail or overnight courier at:
The Bank of New York Mellon, as Exchange Agent
c/o BNY Mellon
Corporate Trust Operations- Reorganization Unit
111 Sanders Creek Parkway
East Syracuse, NY 13057
Attn: Tiffany Castor
E-mail: CT_REORG_UNIT_INQUIRIES@bnymellon.com
By facsimile transmission
(*for eligible institutions only*):
732-667-9408
Confirm by telephone:
Tel: 315-414-3034

TO TENDER OUTSTANDING NOTES, THIS LETTER OF TRANSMITTAL (OR AN AGENT'S MESSAGE) MUST BE DELIVERED TO THE EXCHANGE AGENT AS SET FORTH ABOVE, WITH ALL REQUIRED DOCUMENTATION, AT OR PRIOR TO THE EXPIRATION TIME. DELIVERY OF THIS LETTER OF TRANSMITTAL TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION TO A FACSIMILE NUMBER OTHER THAN THE ONE LISTED ABOVE WILL NOT CONSTITUTE VALID DELIVERY TO THE EXCHANGE AGENT.

The instructions set forth in this letter of transmittal should be read carefully before this letter of transmittal is completed.

By execution of this letter of transmittal, the undersigned acknowledges receipt of the prospectus, dated , 2021 (the "prospectus"), of GE Capital Funding, LLC (the "Issuer"), and this letter of transmittal, which together constitute the offer of the Issuer (the "exchange offer") to exchange up to $1,350,000,000 aggregate principal amount of 3.450% Notes due 2025 (the "2025 outstanding notes"), up to $1,000,000,000 aggregate principal amount of 4.050% Notes due 2027 (the "2027 outstanding notes"), up to $2,900,000,000 aggregate principal amount of 4.400% Notes due 2030 (the "2030 outstanding notes") and up to $750,000,000 aggregate principal amount of 4.550% Notes due 2032 (the "2032 outstanding notes" and together with the 2025 outstanding notes, the 2027 outstanding notes and the 2030 outstanding notes, the "outstanding notes"), for a like principal amount of the applicable series of 3.450% Notes due 2025 (the "2025 exchange notes"), 4.050% Notes due 2027 (the "2027 exchange notes"), 4.400% Notes due 2030 (the "2030 exchange notes") and 4.550% Notes due 2032 (the "2032 exchange notes" and together with the 2025 exchange notes, the 2027 exchange notes and the 2030 exchange notes, the "exchange notes"), which have been registered under the Securities Act of 1933, as amended (the "Securities Act"). The outstanding notes are, and the exchange notes will be, fully and unconditionally guaranteed (the "guarantee") by General Electric Company (the "Guarantor"). Recipients of the prospectus should carefully read the prospectus, including the requirements described in the prospectus with respect to eligibility to participate in the exchange offer.

Capitalized terms used but not defined herein have the meaning given to them in the prospectus.

PLEASE READ THIS ENTIRE LETTER OF TRANSMITTAL CAREFULLY BEFORE CHECKING ANY BOXES.

This letter of transmittal is to be used to tender outstanding notes:

- if certificates representing tendered outstanding notes are to be physically delivered herewith; or
- if a tender is made by book-entry transfer to the Exchange Agent's account at The Depository Trust Company ("DTC") through DTC's Automated Tender Offer Program ("ATOP") pursuant to the procedures set forth in "The Exchange Offer - How to Tender Outstanding Notes for Exchange" in the prospectus, unless an Agent's Message (as defined below) is transmitted in lieu thereof.

The term "Agent's Message" means a message, electronically transmitted by DTC to the Exchange Agent, forming part of a book-entry transfer, which states that DTC has received an express acknowledgement from the tendering holder of the outstanding notes that such holder has received and agrees to be bound by, and makes each of the representations and warranties contained in, this letter of transmittal, and, further, that such holder agrees that the Issuer may enforce this letter of transmittal against such holder.

Only registered holders are entitled to tender their outstanding notes for exchange in the exchange offer. In order for any holder of outstanding notes to tender in the exchange offer all or any portion of such holder's outstanding notes, the Exchange Agent must receive, at or prior to the Expiration Time, this letter of transmittal or an Agent's Message, the certificates for all physically tendered outstanding notes or a confirmation of the book-entry transfer of the outstanding notes being tendered into the Exchange Agent's account at DTC, and all documents required by this letter of transmittal.

Any participant in DTC's system whose name appears on a security position listing as the registered owner of outstanding notes and who wishes to make book-entry delivery of outstanding notes to the Exchange Agent's account at DTC can execute the tender through ATOP, for which the exchange offer will be eligible, by following the applicable procedures thereof. Upon such tender of outstanding notes:

- DTC will verify the acceptance of the tender and execute a book-entry delivery of the tendered outstanding notes to the Exchange Agent's account at DTC;
- DTC will send to the Exchange Agent for its acceptance an Agent's Message forming part of such book-entry transfer; and

- transmission of the Agent's Message by DTC will satisfy the terms of the exchange offer as to execution and delivery of a letter of transmittal by the participant identified in the Agent's Message.

Delivery of documents to DTC does not constitute delivery to the Exchange Agent.

In order to properly complete this letter of transmittal, a holder of outstanding notes must:

- complete the box entitled "Description of Outstanding Notes Tendered";
- if appropriate, check and complete the boxes relating to book-entry transfer, broker dealers, special issuance instructions and special delivery instructions;
- complete the box entitled "Sign Here to Tender Your outstanding notes in the Exchange Offer"; and
- complete the IRS Form W-9 accompanying this letter of transmittal or the applicable IRS Form W-8, which may be obtained from the Exchange Agent.

The exchange offer may be extended, terminated, or amended as provided in the prospectus. During any such extension of the exchange offer, all outstanding notes previously tendered and not withdrawn pursuant to the exchange offer will remain subject to the exchange offer. The exchange offer is scheduled to expire at 5:00 p.m., New York City time, on , 2021, unless extended by the Issuer.

Persons who are beneficial owners of outstanding notes but are not registered holders and who desire to tender outstanding notes should contact the registered holder of such outstanding notes and instruct such registered holder to tender on such beneficial owner's behalf.

SIGNATURES MUST BE PROVIDED BELOW.

PLEASE READ THE ACCOMPANYING INSTRUCTIONS CAREFULLY.

The undersigned hereby tenders for exchange the outstanding notes described in the box below entitled "Description of Outstanding Notes Tendered" pursuant to the terms and conditions described in the prospectus and this letter of transmittal.

DESCRIPTION OF OUTSTANDING NOTES TENDERED		
(1) **Name and Address of Registered Holder** **(Please fill in, if blank)**	**(2)** **Outstanding Notes' Certificate Numbers(A)**	**(3)** **Principal Amount Tendered for Exchange(B)**
		$
		$

(A) Need not be completed if outstanding notes are being delivered by book-entry transfer.

(B) The minimum permitted tender is $200,000 in principal amount of outstanding notes and integral multiples of $1,000 in excess thereof. If this column is left blank, it will be assumed that the holder is tendering all of such holder's outstanding notes.

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE ENCLOSED HEREWITH.**

☐ **CHECK HERE IF TENDERED OUTSTANDING NOTES ARE BEING DELIVERED BY BOOK-ENTRY TRANSFER MADE TO THE ACCOUNT MAINTAINED BY THE EXCHANGE AGENT WITH DTC AND COMPLETE THE FOLLOWING:**

Name of Tendering Institution: _____

DTC Account Number: _____ Transaction Code Number: _____

By crediting outstanding notes to the Exchange Agent's account at DTC in accordance with ATOP and by complying with applicable ATOP procedures with respect to the exchange offer, including transmitting an Agent's Message to the Exchange Agent in which the holder of the outstanding notes acknowledges and agrees to be bound by the terms of this letter of transmittal, the participant in ATOP confirms on behalf of itself and the beneficial owners of such outstanding notes all provisions of this letter of transmittal applicable to it and such beneficial owners as if it had completed the information required herein and executed and delivered this letter of transmittal to the Exchange Agent.

☐ **CHECK HERE AND COMPLETE THE FOLLOWING IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO:**

Name: _____

Address: _____

Ladies and Gentlemen:

Upon the terms and subject to the conditions of the exchange offer, the undersigned hereby tenders to the Issuer for exchange the outstanding notes indicated above. Subject to, and effective upon, acceptance for exchange of the outstanding notes tendered herewith, the undersigned hereby sells, assigns and transfers to the Issuer all right, title and interest in and to all such outstanding notes tendered for exchange hereby. The undersigned hereby irrevocably constitutes and appoints the Exchange Agent as the true and lawful agent and attorney-in-fact of the undersigned (with full knowledge that the Exchange Agent also acts as agent of the Issuer) with respect to such outstanding notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to:

- deliver certificates representing such outstanding notes, or transfer ownership of such outstanding notes on the account books maintained by DTC, together, in each such case, with all accompanying evidences of transfer and authenticity to the Issuer;
- present and deliver such outstanding notes for transfer on the books of the Issuer; and
- receive all benefits or otherwise exercise all rights and incidents of beneficial ownership of such outstanding notes, all in accordance with the terms of the exchange offer.

The undersigned represents and warrants that he, she, or it has full power and authority to tender, exchange, assign and transfer the outstanding notes and to acquire the exchange notes issuable upon the exchange of such tendered outstanding notes, and that, when the outstanding notes are accepted for exchange, the Issuer will acquire good and unencumbered title to the tendered outstanding notes, free and clear of all liens, restrictions, charges and encumbrances and not subject to any adverse claim. The undersigned also warrants that he, she, or it will, upon request, execute and deliver any additional documents deemed by the Exchange Agent or the Issuer to be necessary or desirable to complete the exchange, assignment and transfer of tendered outstanding notes or transfer ownership of such outstanding notes on the account books maintained by DTC. The undersigned further agrees that acceptance of any and all validly tendered outstanding notes by the Issuer and the issuance of exchange notes in exchange therefor shall constitute performance in full by the Issuer of certain of its obligations under the registration rights agreement that was filed as an exhibit to the registration statement of which the prospectus is a part.

The undersigned also acknowledges that the exchange offer is being made by the Issuer in reliance on interpretations by the staff of the Securities and Exchange Commission (the "SEC"), as set forth in no-action letters issued to third parties. The Issuer believes that exchange notes may be offered for resale, resold and otherwise transferred by holders thereof (other than any such holder that is an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act or that tenders outstanding notes for the purpose of participating in a distribution of the exchange notes), without compliance with the registration and prospectus delivery provisions of the Securities Act, provided that such exchange notes are acquired in the ordinary course of such holder's business, and such holders have no arrangement or understanding with any person to participate in the distribution of the exchange notes. However, the Issuer does not intend to request that the SEC consider, and the SEC has not considered, the exchange offer in the context of a no-action letter and therefore the Issuer cannot guarantee that the staff of the SEC would make a similar determination with respect to the exchange offer. The undersigned acknowledges that if the interpretation of the Issuer of the above mentioned no-action letters is incorrect, such holder may be held liable for any offers, resales or transfers by the undersigned of the exchange notes that are in violation of the Securities Act. The undersigned further acknowledges that neither the Issuer nor the Exchange Agent will indemnify any holder for any such liability under the Securities Act.

The undersigned represents and warrants that:

- such holder is not an "affiliate" of the Issuer within the meaning of Rule 405 under the Securities Act;
- the exchange notes acquired in the exchange offer will be obtained in the ordinary course of such holder's business;

- neither such holder nor, to the actual knowledge of such holder, any other person receiving exchange notes from such holder, has any arrangement or understanding with any person to participate in the distribution of such exchange notes;
- if the holder is not a broker-dealer, such holder is not engaged in, and does not intend to engage in, a distribution of the exchange notes and it has no arrangements or understandings with any person or participate in a distribution of the exchange notes; and
- if such holder is a broker-dealer that will receive exchange notes for its own account in exchange for outstanding notes, the outstanding notes being tendered for exchange were acquired by it as a result of market-making activities or other trading activities (and not directly from the Issuer), and it will deliver a prospectus meeting the requirements of the Securities Act in connection with any resale of the exchange notes received in respect of such outstanding notes pursuant to the exchange offer; however, by so acknowledging and by delivering a prospectus in connection with the resale of the exchange notes, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Securities Act, and such holder will comply with the applicable provisions of the Securities Act with respect to resale of any exchange notes.

Any holder of outstanding notes who is an affiliate of the Issuer who tenders outstanding notes in the exchange offer for the purpose of participating in a distribution of the exchange notes:

- may not rely on the position of the staff of the SEC enunciated in its series of interpretive no-action letters with respect to exchange offers; and
- must comply with the registration and prospectus delivery requirements of the Securities Act in connection with any secondary resale transaction and be identified as an underwriter in the prospectus.

All authority conferred or agreed to be conferred pursuant to this letter of transmittal and every obligation of the undersigned hereunder shall be binding upon the successors, assigns, heirs, executors, administrators, trustees in bankruptcy, and personal and legal representatives of the undersigned and shall not be affected by, and shall survive, the death or incapacity of the undersigned.

Outstanding notes properly tendered may be withdrawn at any time at or prior to the Expiration Time in accordance with the terms of the prospectus and this letter of transmittal.

The exchange offer is subject to certain conditions, some of which may be waived or modified by the Issuer, in whole or in part, at any time and from time to time, as described in the prospectus under the caption "The Exchange Offer — Conditions to the Exchange Offer." The undersigned recognizes that as a result of such conditions the Issuer may not be required to accept for exchange, or to issue exchange notes in exchange for, any of the outstanding notes validly tendered hereby. All tendering holders, by execution of this letter of transmittal, waive any right to receive any notice of the acceptance or rejection of their outstanding notes for exchange.

The Issuer is not aware of any jurisdiction in which the making of the exchange offer or the tender of outstanding notes in connection therewith would not be in compliance with the laws of such jurisdiction. If the making of the exchange offer would not be in compliance with the laws of any jurisdiction, the exchange offer will not be made to the registered holders residing in such jurisdiction.

Unless otherwise indicated under "Special Issuance Instructions" below, please return any certificates representing outstanding notes not tendered or not accepted for exchange and certificates representing exchange notes issued in exchange for outstanding notes in the name of the holder appearing under "Description of Outstanding Notes Tendered." Similarly, unless otherwise indicated under "Special Delivery Instructions," please mail any certificates representing outstanding notes not tendered or not accepted for exchange (and accompanying documents, as appropriate) and any certificates representing exchange notes issued in exchange for outstanding notes to the address of the holder appearing under "Description of Outstanding Notes Tendered." In the event that both the "Special Issuance Instructions" and the "Special Delivery Instructions" are completed, please issue the certificates representing the exchange notes issued in exchange for the outstanding notes accepted for exchange in the name of, and return any outstanding notes not tendered or not accepted for exchange to, the person so indicated.

Unless otherwise indicated under “Special Issuance Instructions,” in the case of a book-entry delivery of outstanding notes, please credit the account of the undersigned maintained at DTC appearing under the table “Description of Outstanding Notes Tendered” with any outstanding notes not accepted for exchange or any exchange notes issued in exchange for outstanding notes. The undersigned recognizes that the Issuer has no obligation pursuant to the special issuance instructions to transfer any outstanding notes from the name of the holder thereof if the Issuer does not accept for exchange any of the outstanding notes so tendered or if such transfer would not be in compliance with any transfer restrictions applicable to such outstanding notes.

SPECIAL ISSUANCE INSTRUCTIONS
(SEE INSTRUCTIONS 1, 6, 7 AND 8)

To be completed ONLY if (i) certificates for exchange notes issued for outstanding notes, or certificates for outstanding notes not exchanged for exchange notes, or certificates for outstanding notes not tendered for exchange are to be issued in the name of someone other than the undersigned, or (ii) outstanding notes tendered by book-entry transfer that are not exchanged are to be returned by credit to an account maintained at DTC other than the account indicated above.

Issued to:

Name: _____

(Please Print)

Address: _____

(Including Zip Code)

(Taxpayer Identification Number or Social Security Number)

Credit outstanding notes not exchanged and delivered by book-entry transfer to the DTC account set forth below:

(DTC Account Number)

SPECIAL DELIVERY INSTRUCTIONS
(SEE INSTRUCTIONS 1, 6, 7 AND 8)

To be completed ONLY if the certificates for exchange notes issued for outstanding notes, certificates for outstanding notes not exchanged for exchange notes, or certificates for outstanding notes not tendered for exchange are to be sent to someone other than the undersigned or to the undersigned at an address other than that shown above.

Mail to:

Name: _____

(Please Print)

Address: _____

(Including Zip Code)

(Taxpayer Identification Number or Social Security Number)

SIGN HERE TO TENDER YOUR OUTSTANDING NOTES IN THE EXCHANGE OFFER

Signature of holder of Outstanding Notes

Dated: , 2021

Must be signed by the registered holder of outstanding notes exactly as the name appears on certificate(s) representing the outstanding notes or on a security position listing or by a person authorized to become a registered holder by certificates and documents transmitted herewith. If signature is by an attorney-in-fact, executor, administrator, trustee, guardian, officer of a corporation or other person acting in a fiduciary or representative capacity, please provide the following information and see Instruction 6.

Capacity (Full Title): _____

Name: _____

(Please type or print)

Address: _____

(Include Zip Code)

Area Code and Telephone Number: _____

GUARANTEE OF SIGNATURE
(If required — see Instructions 1 and 6)

Authorized Signature:

Name:

(Please type or print)

Title:

Name of Firm:

Address:

(Include Zip Code)

Area Code and Telephone Number:

Dated: , 2021

IMPORTANT: COMPLETE AND SIGN THE FORM W-9 ACCOMPANYING THIS LETTER OF TRANSMITTAL

INSTRUCTIONS

Forming Part of the Terms and Conditions of the Exchange Offer

1. *Guarantee of Signature.* Any signature on this letter of transmittal need not be guaranteed if the outstanding notes tendered hereby are tendered:

- by the registered holder of outstanding notes thereof, unless such holder has completed either the box entitled "Special Issuance Instructions" or the box entitled "Special Delivery Instructions" above; or
- for the account of an eligible institution. The term "eligible institution" means an institution that is a member in good standing of a Medallion Signature Guarantee Program recognized by the Exchange Agent, for example, the Securities Transfer Agents Medallion Program, the Stock Exchanges Medallion Program or the New York Stock Exchange Medallion Signature Program. An eligible institution includes firms that are members of a registered national securities exchange, members of the Financial Industry Regulatory Authority, Inc., commercial banks or trust companies having an office in the United States or certain other eligible guarantors.

In all other cases, any signature on this letter of transmittal must be guaranteed by an eligible institution.

2. *Delivery of this Letter of Transmittal and Certificates for Outstanding Notes or Book-Entry Confirmations*. In order for a holder of outstanding notes to tender all or any portion of such holder's outstanding notes, the Exchange Agent must receive either a properly completed and duly executed letter of transmittal (or a manually signed facsimile thereof) or, if tendering by book-entry transfer, an Agent's Message with respect to such holder, the certificates for all physically tendered outstanding notes, or a confirmation of the book-entry transfer of the outstanding notes being tendered into the Exchange Agent's account at DTC, and any other required documents, at or prior to the Expiration Time. Delivery of the documents to DTC does not constitute delivery to the Exchange Agent.

The method of delivery to the Exchange Agent of this letter of transmittal, outstanding notes and all other required documents is at the election and risk of the holder thereof. If such delivery is by mail, it is suggested that holders use properly insured registered mail, return receipt requested, and that the mailing be sufficiently in advance of the Expiration Time to permit delivery to the Exchange Agent at or prior to such date. Except as otherwise provided below, the delivery will be deemed made when actually received or confirmed by the Exchange Agent. This letter of transmittal and outstanding notes tendered for exchange should be sent only to the Exchange Agent, not to the Issuer or DTC.

All tendering holders, by execution of this letter of transmittal, waive any right to receive any notice of the acceptance or rejection of their outstanding notes for exchange.

3. *Inadequate Space*. If the space provided in the box entitled "Description of Outstanding Notes Tendered" above is not adequate, the certificate numbers and principal amounts of outstanding notes tendered should be listed on a separate signed schedule affixed hereto.

4. *Withdrawal of Tenders*. A tender of outstanding notes may be withdrawn at any time prior to the Expiration Time by delivery of a written or facsimile notice of withdrawal to the Exchange Agent at the address set forth on the cover of this letter of transmittal. To be effective, a notice of withdrawal must:

- be received by the Exchange Agent at or prior to the Expiration Time;
- specify the name of the person having tendered the outstanding notes to be withdrawn;
- identify the outstanding notes to be withdrawn (including the certificate number or numbers, if applicable, and principal amount of such outstanding notes);
- specify the principal amount of outstanding notes to be withdrawn;

- where certificates for outstanding notes were transmitted, specify the name in which such outstanding notes are registered, if different from that of the withdrawing holder, and the serial numbers of the particular certificates to be withdrawn;
- if outstanding notes have been tendered pursuant to the procedures for book-entry transfer, specify the name and number of the account at the book-entry transfer facility to be credited with the withdrawn outstanding notes and otherwise comply with the procedures of DTC;
- include a statement that such holder is withdrawing his, her or its election to have such outstanding notes exchanged;
- be signed by the holder in the same manner as the original signature on the letter of transmittal by which such outstanding notes were tendered, with such signature guaranteed by an eligible institution (unless such withdrawing holder is an eligible institution) or be accompanied by documents of transfer (including a signature guarantee by an eligible institution) sufficient to permit the trustee under the Indenture to register the transfer of such outstanding notes into the name of the person withdrawing the tender; and
- specify the name in which any such outstanding notes are to be registered, if different from that of the person tendering the outstanding notes.

The Exchange Agent will return the properly withdrawn outstanding notes promptly following receipt of the notice of withdrawal. All questions as to the validity of notices of withdrawal, including time of receipt, will be determined by the Issuer in its sole discretion and such determination will be final and binding on all parties.

Any outstanding notes so withdrawn will be deemed not to have been validly tendered for exchange for purposes of the exchange offer. Any outstanding notes that have been tendered for exchange but that are not exchanged for any reason will be returned to the holder thereof without cost to such holder (or, in the case of outstanding notes tendered by book-entry transfer into the Exchange Agent's account at DTC pursuant to the book-entry transfer procedures described above, such outstanding notes will be credited to an account with DTC specified by the holder) promptly after withdrawal, rejection of tender or termination of the exchange offer. Properly withdrawn outstanding notes may be retendered by following one of the procedures described under the caption "The Exchange Offer — How to Tender Outstanding Notes for Exchange" in the prospectus at any time at or prior to the Expiration Time.

5. *Partial Tenders*. Tenders of outstanding notes will be accepted only in minimum denominations of $200,000 and integral multiples of $1,000 in excess thereof. If a tender for exchange is to be made with respect to less than the entire principal amount of any outstanding notes, fill in the principal amount of outstanding notes that are tendered for exchange in column (3) of the box entitled "Description of Outstanding Notes Tendered," as more fully described in the footnotes thereto. A blank in column (3) of the box will indicate that the holder is tendering all of such holder's outstanding notes. In the case of a partial tender for exchange, a new certificate, in fully registered form, for the remainder of the principal amount of the outstanding notes will be sent to the holders of outstanding notes unless otherwise indicated in the boxes entitled "Special Issuance Instructions" or "Special Delivery Instructions" above, as soon as practicable after the expiration or termination of the exchange offer.

6. *Signatures on this Letter of Transmittal; Bond Powers and Endorsements.*

- If this letter of transmittal is signed by the registered holder of the outstanding notes tendered for exchange hereby, the signature must correspond exactly with the name as written on the face of the certificate(s) or on a security position listing without alteration, enlargement or any change whatsoever.
- If any of the outstanding notes tendered hereby are owned of record by two or more joint owners, all such owners must sign this letter of transmittal. If any tendered outstanding notes are registered in different names on several certificates, it will be necessary to complete, sign and submit as many separate copies of this letter of transmittal and any necessary or required documents as there are names in which certificates are held.

- If this letter of transmittal or any certificates or bond powers are signed by trustees, executors, administrators, guardians, attorneys-in-fact, officers of corporations or others acting in a fiduciary or representative capacity, such persons should so indicate when signing, and proper evidence satisfactory to the Issuer of its authority to so act must be submitted, unless waived by the Issuer.
- If this letter of transmittal is signed by the registered holder of the outstanding notes listed and transmitted hereby, no endorsements of certificates or separate bond powers are required, unless certificates for outstanding notes not tendered or not accepted for exchange are to be issued or returned in the name of a person other than the holder thereof. In such event, signatures on this letter of transmittal or such certificates must be guaranteed by an eligible institution (unless signed by an eligible institution).
- If this letter of transmittal is signed by a person other than the registered holder of the outstanding notes, the certificates representing such outstanding notes must be properly endorsed for transfer by the registered holder or be accompanied by a properly completed bond power from the registered holder, in either case signed by such registered holder exactly as the name of the registered holder of the outstanding notes appears on the certificates. Signatures on the endorsement or bond power must be guaranteed by an eligible institution (unless signed by an eligible institution).
- If the outstanding notes or the exchange notes issued in exchange for the outstanding notes are to be issued in the name of a person other than the registered holder, this letter of transmittal must be accompanied by bond powers or other documents of transfer sufficient to permit the trustee under the Indenture to register the transfer of such outstanding notes into the name of such person.

7. *Transfer Taxes*. Except as set forth in this Instruction 7, the Issuer will pay or cause to be paid any transfer taxes applicable to the exchange of outstanding notes pursuant to the exchange offer. If, however, a transfer tax is imposed for any reason other than the exchange of exchange notes for outstanding notes pursuant to the exchange offer, then the amount of any transfer taxes (whether imposed on the registered holder or any other persons) will be payable by the tendering holder. If satisfactory evidence of the payment of such taxes or exemptions therefrom is not submitted with this letter of transmittal, the amount of such transfer taxes will be billed directly to such tendering holder.

8. *Special Issuance and Delivery Instructions*. If the exchange notes are to be issued or if any outstanding notes not tendered or not accepted for exchange are to be issued or sent to a person other than the person signing this letter of transmittal or to an address other than that shown above, the appropriate boxes on this letter of transmittal should be completed. Holders of outstanding notes tendering outstanding notes by book-entry transfer may request that outstanding notes not accepted for exchange be credited to such other account maintained at DTC as such holder may designate. In such event, all signatures on this letter of transmittal must be guaranteed by an eligible institution.

9. *Irregularities*. All questions as to the forms of all documents and the validity of (including time of receipt) and acceptance of the tenders and withdrawals of outstanding notes will be determined by the Issuer, in its sole discretion, which determination shall be final and binding. Alternative, conditional or contingent tenders will not be considered valid. The Issuer reserves the absolute right to reject any or all tenders of outstanding notes that are not in proper form or the acceptance of which would, in the Issuer's opinion, be unlawful. The Issuer also reserves the right to waive any defects or irregularities as to the tender of any particular outstanding notes. The Issuer's interpretation of the terms and conditions of the exchange offer (including the instructions in this letter of transmittal) will be final and binding. Any defect or irregularity in connection with tenders of outstanding notes must be cured within such time as the Issuer determines, unless waived by the Issuer. Tenders of outstanding notes shall not be deemed to have been made until all defects or irregularities have been waived by the Issuer or cured. Neither the Issuer nor the Exchange Agent, nor any other person will be under any duty to give notice of any defects or irregularities in tenders of outstanding notes, or will incur any liability to registered holders or beneficial owners of outstanding notes for failure to give such notice.

10. *Waiver of Conditions*. To the extent permitted by applicable law, the Issuer reserves the right to waive any and all conditions to the exchange offer as described under "The Exchange Offer — Conditions to the Exchange

Offer" in the prospectus, and accept for exchange any outstanding notes tendered. To the extent that the Issuer waives any condition to the exchange offer, it will waive such condition as to all outstanding notes.

11. *Tax Identification Number and Backup Withholding*. Federal income tax law generally requires that a holder of outstanding notes whose tendered outstanding notes are accepted for exchange or such holder's assignee (in either case, the "payee"), provide the Exchange Agent (the "payor") with such payee's correct Taxpayer Identification Number ("TIN"), which, in the case of a payee who is an individual, is usually such payee's social security number. If the payor is not provided with the correct TIN or an adequate basis for an exemption, such payee may be subject to a $50 penalty imposed by the Internal Revenue Service and backup withholding at the applicable withholding rate (which is currently 24%) on all reportable payments (such as interest), that are made to the payee with respect to the exchange notes. If withholding results in an overpayment of taxes, a refund may be obtained, provided that the required information is timely furnished to the Internal Revenue Service.

To prevent backup withholding, each payee that is a "United States person" for U.S. federal income tax purposes must provide the Exchange Agent such payee's correct TIN by completing the IRS Form W-9 accompanying this letter of transmittal, certifying that the TIN provided is correct (or that such payee is awaiting a TIN) and that:

- the payee is exempt from backup withholding;
- the payee has not been notified by the Internal Revenue Service that such payee is subject to backup withholding as a result of a failure to report all interest or dividends; or
- the Internal Revenue Service has notified the payee that such payee is no longer subject to backup withholding.

If the payee does not have a TIN, such payee should consult the instructions accompanying the enclosed IRS Form W-9 (the "W-9 Instructions") for instructions on applying for a TIN. A payee who has not been issued a TIN and has applied for a TIN or intends to apply for a TIN in the near future should complete the IRS Form W-9 as indicated in the W-9 Instructions. If such a payee does not provide his, her or its TIN to the Exchange Agent within 60 days, backup withholding on all reportable payments will begin and continue until such payee furnishes such payee's TIN to the Exchange Agent.

If the outstanding notes are held in more than one name or are not in the name of the actual owner, consult the W-9 Instructions for information on which TIN to report.

Exempt payees are not subject to these backup withholding and reporting requirements. To prevent possible erroneous backup withholding, an exempt payee must enter its correct TIN in Part 1 of the IRS Form W-9, check the "Exempt payee" box in such form and sign and date the form. See the W-9 Instructions for additional instructions. In order for a payee that is not a "United States person" for U.S. federal income tax purposes to qualify as exempt from these backup withholding and information reporting requirements, such person must complete and submit an appropriate IRS Form W-8, signed under penalty of perjury attesting to such exempt status. Such form may be obtained from the Exchange Agent.

Holders should refer to the prospectus for a summary of material U.S. federal income tax consequences of the exchange offer. Holders are urged to consult their own tax advisors with respect to the particular U.S. federal income tax consequences to them of the acquisition, ownership and disposition of the exchange notes and the tax consequences under federal, state, local, and non-U.S. tax laws and the possible effects of changes in tax laws.

12. *Mutilated, Lost, Stolen or Destroyed Outstanding Notes*. Any holder of outstanding notes whose outstanding notes have been mutilated, lost, stolen or destroyed should contact the Exchange Agent at the address or telephone number set forth on the cover of this letter of transmittal for further instructions.

13 *Requests for Assistance or Additional Copies*. Requests for assistance with respect to the procedures for tendering or withdrawing tenders of outstanding notes or for additional copies of the prospectus, this letter of transmittal, or the W-9 Instructions may be directed to the Exchange Agent at its address set forth on the cover of this letter of transmittal.

14. *Incorporation of this Letter of Transmittal*. This letter of transmittal shall be deemed to be incorporated in, and acknowledged and accepted by, a tender through DTC's ATOP procedures by any participant on behalf of itself and the beneficial owners of any outstanding notes so tendered by such participant.

IMPORTANT — This letter of transmittal, together with certificates for tendered outstanding notes, with any required signature guarantees or an Agent's Message in lieu thereof, together with all other required documents must be received by the Exchange Agent at or prior to the Expiration Time.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)_____

Exemption from FATCA reporting code (if any)_____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ►** **Date ►**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n)...	THEN check the box for...
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

1 See Form 1099-MISC, Miscellaneous Income, and its instructions.

2 However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee[1] The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i) (A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint.* You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.