

GENERAL ELECTRIC CAPITAL CORP
Form FWP
April 02, 2007

Filed Pursuant to Rule 433

Dated March 29, 2007

Registration Statement: No. 333-132807

GENERAL ELECTRIC CAPITAL CORPORATION

GLOBAL MEDIUM-TERM NOTES, SERIES A

(Senior Unsecured Floating Rate Notes)

Issuer:	General Electric Capital Corporation
Ratings:	Aaa/AAA
Trade Date/Pricing Effective Time:	March 29, 2007
Settlement Date (Original Issue Date):	April 3, 2007
Maturity Date:	May 5, 2026
Principal Amount:	US\$150,000,000.00
Price to Public (Issue Price):	100.232%
Agents Commission:	0.40%
All-in Price:	99.832%
Accrued Interest:	\$1,363,250.00
Net Proceeds to Issuer:	US\$151,111,250.00
Interest Rate Basis (Benchmark):	LIBOR, as determined by LIBOR Telerate
Index Currency:	U.S. Dollars
Spread (plus or minus):	Plus 0.38%
Re-Offer Spread (plus or minus):	Plus 0.36%
Index Maturity:	Three Months
Index Payment Period:	Quarterly
Interest Payment Dates:	

Quarterly on each May 5, August 5 and November 5 and February 5 of each year, commencing May 5, 2007 (short first coupon) and ending on the Maturity Date

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Initial Interest Rate: To be determined two London Business days prior to the Original Issue Date

Interest Reset Periods and Dates: Quarterly on each Interest Payment Date

Interest Determination Dates: Quarterly, two London Business Days prior to each Interest Reset Date

Day Count Convention: Actual/360

Denominations: Minimum of \$1,000 with increments of \$1,000 thereafter.

Call Dates (if any): N/A

Call Notice Period: N/A

Put Dates (if any): N/A

Put Notice Period: N/A

CUSIP: 36962GW75

ISIN: US36962GW752

Common Code: 025393949

Additional Information:

Plan of Distribution:

The Notes are intended to be fully fungible and be consolidated and form a single issue for all purposes with the Company's issues of US\$600,000,000 and US\$150,000,000 Floating Rate Notes due May 5, 2026 as described in the Company's pricing supplements number 4347 dated May 2, 2006 and 4355 dated May 4, 2006, respectively.

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The Notes are being purchased by Morgan Stanley & Co., Incorporated (the "Underwriter"), as principal, at 100.00% of the aggregate principal amount less an underwriting discount equal to 0.40% of the principal amount of the Notes.

The Company has agreed to indemnify the Underwriter against certain liabilities, including liabilities under the Securities Act of 1933, as amended.

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Additional Information:

General

At December 31, 2006, the Company had outstanding indebtedness totaling \$425.713 billion, consisting of notes payable within one year, senior notes payable after one year and subordinated notes payable after one year. The total amount of outstanding indebtedness at December 31, 2006, excluding subordinated notes payable after one year, was equal to \$420.811 billion.

Consolidated Ratio of Earnings to Fixed Charges

The information contained in the Prospectus under the caption "Consolidated Ratio of Earnings to Fixed Charges" is hereby amended in its entirety, as follows:

Year Ended December 31

<u>2002</u>	<u>2003</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
1.43	1.77	1.87	1.70	1.64

For purposes of computing the consolidated ratio of earnings to fixed charges, earnings consist of net earnings adjusted for the provision for income taxes, minority interest and fixed charges.

Fixed charges consist of interest and discount on all indebtedness and one-third of rentals, which the Company believes is a reasonable approximation of the interest factor of such rentals.

CAPITALIZED TERMS USED HEREIN WHICH ARE DEFINED IN THE PROSPECTUS SUPPLEMENT SHALL HAVE THE MEANINGS ASSIGNED TO THEM IN THE PROSPECTUS SUPPLEMENT

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The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting the SEC Web site at www.sec.gov. Alternatively, the issuer, the underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling Morgan Stanley at 1-866-718-1649 or Investor Communications of the issuer at 1-203-357-3950.

y”) entered into employment agreements with each of Adam M. Mizel (the “Mizel Agreement”) and Gary S. Loffredo (the “Loffredo Agreement”).

Pursuant to the Mizel Agreement, Mizel will serve as the Chief Operating Officer and Chief Financial Officer of the Company. The term of the Employment Agreement commenced on October 3, 2011 and will end on August 31, 2013. Pursuant to the Mizel Agreement, Mizel will receive an annual base salary of \$375,000 subject to increase at the discretion of the Compensation Committee of the Company’s Board of Directors (the “Committee”). In addition, Mizel will be eligible for bonuses during the term of the Mizel Agreement based on overall Company performance with goals to be established by the Committee. The Mizel Agreement supersedes the employment agreement between the Company and Mizel dated August 11, 2009.

The Mizel Agreement further provides that Mizel is entitled to participate in all benefit plans provided to senior executives of the Company. If the Company terminates Mizel’s employment without cause or he resigns with good reason, the Employment Agreement provides that he is entitled to receive his base salary for 12 months following the termination as well as earned bonus(es), reimbursement of expenses incurred and benefits accrued prior to the termination date. If such termination or resignation occurs after a change in control, then in lieu of receiving his base salary for 12 months, Mizel would be entitled to receive a lump sum payment equal to his then Base Salary (plus earned bonus, if any), multiplied by the greater of (i) two or (ii) a fraction, the numerator of which is the number of months remaining in the term of the Mizel Agreement, and the denominator of which is twelve.

Pursuant to the Loffredo Agreement, Loffredo will serve as the Executive Vice President – Business Affairs, General Counsel and Secretary of the Company and President of Digital Cinema Operations. The term of the Employment Agreement commenced on October 3, 2011 and will end on October 3, 2013. Pursuant to the Loffredo Agreement, Loffredo will receive an annual base salary of \$315,000 subject to increase at the discretion of the Committee. In addition, Loffredo will be eligible for bonuses during the term of the Loffredo Agreement based on overall Company performance with goals to be established by the Committee. The Loffredo Agreement supersedes the severance agreement between the Company and Loffredo dated September 10, 2010.

The Loffredo Agreement further provides that Loffredo is entitled to participate in all benefit plans provided to senior executives of the Company. If the Company terminates Loffredo’s employment without cause or he resigns with good reason, the Employment Agreement provides that he is entitled to receive his base salary for 12 months following the termination as well as earned bonus(es), reimbursement of expenses incurred and benefits accrued prior to the termination date.

The foregoing descriptions of the Mizel Agreement and the Loffredo Agreement are qualified in their entirety by reference to such agreements, which are filed herewith as Exhibits 10.1 and 10.2.

On October 10, 2011, the Company issued the press release attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Employment Agreement between Cinedigm Digital Cinema Corp. and Adam M. Mizel dated as of October 19, 2011.
10.2	Employment Agreement between Cinedigm Digital Cinema Corp. and Gary S. Loffredo dated as of October 19, 2011.
99.1	Press release dated October 10, 2011.

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SIGNATURE

Pursuant to the requirements of Section 13 or 15 (d) of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

Dated as of October 21, 2011

By:	/s/ Gary S. Loffredo
Name:	Gary S. Loffredo
Title:	President of Digital Cinema Services, General Counsel and Secretary

EXHIBIT INDEX

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