

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549
FORM 8-K**

CURRENT REPORT

Pursuant to Section 13 or 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) April 22, 2020

General Electric Company

(Exact name of registrant as specified in its charter)

New York	001-00035	14-0689340
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)
5 Necco Street, Boston, MA		02210
(Address of principal executive offices)		(Zip Code)

(Registrant's telephone number, including area code) **(617) 443-3000**

(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instructions A.2. below):

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.06 per share	GE	New York Stock Exchange
Floating Rate Notes due 2020	GE 20E	New York Stock Exchange
0.375% Notes due 2022	GE 22A	New York Stock Exchange
1.250% Notes due 2023	GE 23E	New York Stock Exchange
0.875% Notes due 2025	GE 25	New York Stock Exchange
1.875% Notes due 2027	GE 27E	New York Stock Exchange
1.500% Notes due 2029	GE 29	New York Stock Exchange
7 1/2% Guaranteed Subordinated Notes due 2035	GE /35	New York Stock Exchange
2.125% Notes due 2037	GE 37	New York Stock Exchange

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

Emerging growth company ☐

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

Item 8.01. Other Events.

On April 22, 2020, General Electric Company (the "Company") closed its previously announced public offering (the "Offering") of \$1,000,000,000 aggregate principal amount of 3.450% Notes due 2027 (the "2027 Notes"), \$1,250,000,000 aggregate principal amount of 3.625% Notes due 2030 (the "2030 Notes"), \$1,500,000,000 aggregate principal amount of 4.250% Notes due 2040 (the "2040 Notes") and \$2,250,000,000 aggregate principal amount of 4.350% Notes due 2050 (the "2050 Notes" and together with the 2027 Notes, the 2030 Notes and the 2040 Notes, the "Notes"). With respect to the issuance and sale of the Notes, the Company entered into The Debt Securities Underwriting Agreement (the "Underwriting Agreement") by and among the Company and BofA Securities, Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC, as Representatives of the several underwriters named therein on April 13, 2020. The Company intends to use the proceeds of the Offering to fund the purchase of an equivalent in U.S. dollars of approximately \$4.2 billion in aggregate principal amount of its 2.700% Notes due 2022, 0.375% Notes due 2022, 1.250% Notes due 2023, 3.375% Notes due 2024 and Floating Rate Notes due 2020. The Company intends to use the remaining proceeds to repurchase, redeem or repay its outstanding debt obligations, including other notes or commercial paper.

The Notes were issued pursuant to a senior note indenture, dated as of October 9, 2012 (the "Base Indenture"), as supplemented by the company orders and officer's certificate of the Company, dated as of April 22, 2020 (the "Company Orders and Officer's Certificate" and together with the Base Indenture, the "Indenture"), by and between the Company and The Bank of New York Mellon, as trustee.

The Notes have been registered under the Securities Act of 1933, as amended, by a registration statement on Form S-3ASR (Registration No. 333-229886), filed with the Securities and Exchange Commission (the "SEC") on February 26, 2019, as supplemented by a preliminary prospectus supplement, filed with the SEC on April 13, 2020, and a final prospectus supplement, filed with the SEC on April 15, 2020. This Current Report on Form 8-K is incorporated by reference into the Registration Statement.

The foregoing description of the Notes, the Indenture and other documents relating to this transaction does not purport to be complete and is qualified in its entirety by reference to the full text of these securities and documents, form or copies of which are attached as exhibits to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.**(d) Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
1.1	<u>The Underwriting Agreement, dated April 13, 2020, by and among the Company and BofA Securities, Inc., J.P. Morgan Securities LLC and Morgan Stanley & Co. LLC</u>
4.1	<u>Senior Note Indenture, dated October 9, 2012, by and between the Company and The Bank of New York Mellon, as trustee (incorporated by reference to Exhibit 4.1 of the Company's Current Report on Form 8-K dated October 9, 2012 (Commission file number 001-00035))</u>
4.2	<u>Company Order and Officer's Certificate pursuant to Indenture - 3.450% Notes due 2027</u>
4.3	<u>Company Order and Officer's Certificate pursuant to Indenture - 3.625% Notes due 2030</u>
4.4	<u>Company Order and Officer's Certificate pursuant to Indenture - 4.250% Notes due 2040</u>
4.5	<u>Company Order and Officer's Certificate pursuant to Indenture - 4.350% Notes due 2050</u>
4.6	<u>Forms of 3.450% Note due 2027, 3.625% Note due 2030, 4.250% Note due 2040 and 4.350% Note due 2050</u>

5.1
23.1

[Opinion of Gibson, Dunn & Crutcher LLP](#)
[Consent of Gibson, Dunn & Crutcher LLP \(included in Exhibit 5.1\)](#)

(3)

SIGNATURES

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

General Electric Company

(Registrant)

Date: April 22, 2020

/s/ Christoph A. Pereira

Christoph A. Pereira

Vice President, Chief Risk Officer and Chief
Corporate Counsel

(4)

GENERAL ELECTRIC COMPANY
("COMPANY")
DEBT SECURITIES
UNDERWRITING AGREEMENT

April 13, 2020

General Electric Company
5 Necco Street
Boston, MA 02210

Ladies and Gentlemen:

On behalf of the several Underwriters named in Schedule I hereto (the "Underwriters") and for their respective accounts, we offer to purchase, on and subject to the terms and conditions of, and utilizing terms as defined in, the Underwriting Agreement Standard Provisions (Debt Securities and/or Warrants) dated as of November 21, 2008 ("Standard Provisions"), which is attached as Exhibit I hereto, the following securities ("Designated Securities") on the following terms:

DEBT SECURITIES

\$1,000,000,000 3.450% Notes due 2027

Pricing Effective Time:	4:15 PM, EST on April 13, 2020
Pricing Disclosure Material:	Basic Prospectus dated February 26, 2019, Preliminary Prospectus Supplement dated April 13, 2020 and Permitted Free Writing Prospectus dated April 13, 2020, in the aggregate
Indenture:	Senior Note Indenture dated as of October 9, 2012 between General Electric Company and The Bank of New York Mellon, as trustee for the senior debt securities
Title:	3.450% Notes due 2027
Rank:	Senior Unsecured
Aggregate Principal Amount:	\$1,000,000,000
Overallotment Option:	None
Interest Rate:	3.450%

Settlement Date:	April 22, 2020
Maturity Date:	May 1, 2027
Interest Payment Dates:	May 1 and November 1 of each year, beginning on November 1, 2020 (long first interest period), and on the maturity date
Regular Record Dates:	The 15th calendar day (whether or not a business day) immediately preceding the related interest payment date
Conversion or Exchange Provisions:	None
Listing Requirements:	None
Fixed or Variable Price Offering:	Fixed
If Fixed Price Offering, initial public offering price:	99.845% of the principal amount, plus accrued interest, if any, from April 22, 2020
Purchase Price by Underwriters:	99.435% of the principal amount (\$994,350,000)
Currency of Denomination:	USD
Currency of Payment:	USD
Form and Denomination:	The notes will be issued only in registered, book-entry form. One or more global notes deposited with or on behalf of The Depository Trust Company; denominations of \$2,000 and integral multiples of \$1,000 in excess thereof
Overseas Paying Agents:	Not Applicable
Optional Redemption:	
Make-Whole Redemption:	At any time prior to March 1, 2027, make-whole redemption at the Treasury Rate (as defined in the Pricing Disclosure Material) + 45 basis points.
Par Redemption:	On or after March 1, 2027, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.
Dealer Concession:	0.250%

Reallowance Concession:	0.150%
Method of Payment:	Same day funds
Other Terms:	None
If changes in the Standard Provisions have been agreed to, set forth below:	<p>The opinion referred to in Section 5(b) shall be delivered by Gibson, Dunn & Crutcher LLP.</p> <p>The certificate of the Company referred to in Section 5(a) shall include a statement that the representations and warranties of the Company in this Underwriting Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time.</p> <p>At the date of this Underwriting Agreement and at the Closing Time, the Representatives shall have received from the Company a certificate executed by the Chief Financial Officer, Treasurer or other authorized person of the Company, in the form of Exhibit II hereto.</p> <p>Notices to the Company pursuant to Section 10 shall be sent to 901 Main Avenue, Norwalk, CT 06851, Attention: Senior Vice President and Treasurer.</p> <p>Notices to the Underwriters pursuant to Section 10 shall be sent to:</p> <p>BofA Securities, Inc. 50 Rockefeller Plaza NY1-050-12-01 New York, NY 10020 Attention: High Grade Transaction Management/Legal Facsimile: (646) 855-5958; J.P. Morgan Securities LLC 383 Madison Avenue New York, NY 10179 Attention: Investment Grade Syndicate Desk – 3rd floor Fax: (212) 834-6081; Morgan Stanley & Co. LLC 1585 Broadway, 29th Floor New York, NY 10036 Attention: Investment Banking Division</p>

Fax: (212) 507-8999

The following sections are added to Section 1(a) of the Standard Provisions:

“(7) This Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(8) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(9) The Designated Securities to be purchased by the Underwriters from the Company are in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Underwriting Agreement and the Indenture and, at the Closing Time, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, and will be entitled to the benefits of the Indenture.

(10) The execution, delivery and performance of this Underwriting Agreement, the Indenture and the Designated Securities and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Pricing Disclosure Material (including the issuance and sale of the Designated Securities and the use of the proceeds from the sale of the Designated Securities as described therein under the caption ‘Use of Proceeds’) have been duly authorized by all requisite action and do not and will not,

whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties, assets or operations of the Company or any of its subsidiaries pursuant to, the properties, assets or operations of the Company or any of its subsidiaries is subject (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, result in a material adverse effect (A) in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (B) on the ability of the Company to enter into and perform its obligations under, or consummate the transactions contemplated in, this Underwriting Agreement, the Indenture and the Designated Securities), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its subsidiaries or any law, statute, rule, regulation, judgment, order, writ or decree of any of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a “Governmental Entity”). As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other financing instrument (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of the related financing by the Company or any of its subsidiaries.

(11) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations under this Underwriting Agreement, the Indenture, or the Designated Securities, in connection with the offering, issuance or sale of the Designated Securities or the consummation of the transactions contemplated in this Underwriting Agreement, the Indenture or the

Designated Securities, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the securities laws of any state or non-U.S. jurisdiction or the rules of Financial Industry Regulatory Authority, Inc.

(12) The Company maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Company and its Subsidiaries and, to the knowledge of the Company, their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects, and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its Subsidiaries with respect to Anti-Corruption Laws or Sanctions is pending or, to the best knowledge of the Company, threatened. None of the Company or any Subsidiary nor, to the knowledge of the Company or such Subsidiary, any of their respective directors, officers or employees or any of their respective agents, is a Sanctioned Person. No part of the proceeds of the Designated Securities will be used by the Company in violation of Anti-Corruption Laws or applicable Sanctions. As used herein, “Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Company and its affiliated companies from time to time concerning or relating to bribery or corruption; “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto; “OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury; “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Entity or other entity; “Sanctioned Country” means a country or territory which at any time is the subject or target of any Sanctions; “Sanctioned Person” means, at any time, any (a) Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United

Nations Security Council or any similar list maintained by the European Union (“EU”) or any EU member state, (b) any Governmental Entity of any Sanctioned Country, (c) any Person located, organized or resident in a Sanctioned Country or (d) any Person directly or indirectly 50% or more owned by, or otherwise controlled by, any Person referenced in clauses (a) or (b); “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, France or Her Majesty’s Treasury of the United Kingdom; and “Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with Generally Accepted Accounting Principles as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.”

The following section is added to the Standard Provisions: “In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies its clients, which may include the name and address of their clients, as well as other information that will allow the underwriters to properly identify their clients.”

The following section is added to the Standard Provisions: “(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such

Underwriter of this Underwriting Agreement, and any interest and obligation in or under this Underwriting Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Underwriting Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. (b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Underwriting Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Underwriting Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this section, a “BHC Act Affiliate” has the meaning assigned to the term ‘affiliate’ in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.”

\$1,250,000,000 3.625% Notes due 2030

Pricing Effective Time:

Pricing Disclosure Material:

4:15 PM, EST on April 13, 2020

Basic Prospectus dated February 26, 2019, Preliminary Prospectus Supplement dated April 13, 2020 and Permitted Free Writing Prospectus dated April 13, 2020,

Indenture:	in the aggregate Senior Note Indenture dated as of October 9, 2012 between General Electric Company and The Bank of New York Mellon, as trustee for the senior debt securities
Title:	3.625% Notes due 2030
Rank:	Senior Unsecured
Aggregate Principal Amount:	\$1,250,000,000
Overallotment Option:	None
Interest Rate:	3.625%
Settlement Date:	April 22, 2020
Maturity Date:	May 1, 2030
Interest Payment Dates:	May 1 and November 1 of each year, beginning on November 1, 2020 (long first interest period), and on the maturity date
Regular Record Dates:	The 15th calendar day (whether or not a business day) immediately preceding the related interest payment date
Conversion or Exchange Provisions:	None
Listing Requirements:	None
Fixed or Variable Price Offering:	Fixed
If Fixed Price Offering, initial public offering price:	99.841% of the principal amount, plus accrued interest, if any, from April 22, 2020
Purchase Price by Underwriters:	99.391% of the principal amount (\$1,242,387,500)
Currency of Denomination:	USD
Currency of Payment:	USD
Form and Denomination:	The notes will be issued only in registered, book-entry form. One or more global notes deposited with or on

behalf of The Depository Trust Company; denominations of \$2,000 and integral multiples of \$1,000 in excess thereof
Not Applicable

Overseas Paying Agents:

Optional Redemption:

Make-Whole Redemption:

At any time prior to February 1, 2030, make-whole redemption at the Treasury Rate (as defined in the Pricing Disclosure Material) + 45 basis points.

Par Redemption:

On or after February 1, 2030, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.

Dealer Concession:

0.250%

Reallowance Concession:

0.200%

Method of Payment:

Same day funds

Other Terms:

None

If changes in the Standard Provisions have been agreed to, set forth below:

The opinion referred to in Section 5(b) shall be delivered by Gibson, Dunn & Crutcher LLP.

The certificate of the Company referred to in Section 5(a) shall include a statement that the representations and warranties of the Company in this Underwriting Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time.

At the date of this Underwriting Agreement and at the Closing Time, the Representatives shall have received from the Company a certificate executed by the Chief Financial Officer, Treasurer or other authorized person of the Company, in the form of Exhibit II hereto.

Notices to the Company pursuant to Section 10 shall be sent to 901 Main Avenue, Norwalk, CT 06851, Attention: Senior Vice President and Treasurer.

Notices to the Underwriters pursuant to Section 10 shall be sent to: BofA Securities, Inc.

50 Rockefeller Plaza
NY 1050-12-01
New York, NY 10020
Attention: High Grade Transaction Management/Legal
Facsimile: (646) 855-5958;
J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179
Attention: Investment Grade Syndicate Desk – 3rd floor
Fax: (212) 834-6081;
Morgan Stanley & Co. LLC
1585 Broadway, 29th Floor
New York, NY 10036
Attention: Investment Banking Division
Fax: (212) 507-8999

The following sections are added to Section 1(a) of the Standard Provisions:

“(7) This Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(8) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(9) The Designated Securities to be purchased by the Underwriters from the Company are in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Underwriting Agreement and the Indenture and, at the Closing Time, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy,

insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, and will be entitled to the benefits of the Indenture.

(10) The execution, delivery and performance of this Underwriting Agreement, the Indenture and the Designated Securities and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Pricing Disclosure Material (including the issuance and sale of the Designated Securities and the use of the proceeds from the sale of the Designated Securities as described therein under the caption 'Use of Proceeds') have been duly authorized by all requisite action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties, assets or operations of the Company or any of its subsidiaries pursuant to, the properties, assets or operations of the Company or any of its subsidiaries is subject (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, result in a material adverse effect (A) in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (B) on the ability of the Company to enter into and perform its obligations under, or consummate the transactions contemplated in, this Underwriting Agreement, the Indenture and the Designated Securities), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its subsidiaries or any law, statute, rule, regulation, judgment, order, writ or decree of any of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a "Governmental Entity"). As used herein, a "Repayment Event" means any event or

condition which gives the holder of any note, debenture or other financing instrument (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of the related financing by the Company or any of its subsidiaries.

(11) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations under this Underwriting Agreement, the Indenture, or the Designated Securities, in connection with the offering, issuance or sale of the Designated Securities or the consummation of the transactions contemplated in this Underwriting Agreement, the Indenture or the Designated Securities, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the securities laws of any state or non-U.S. jurisdiction or the rules of Financial Industry Regulatory Authority, Inc.

(12) The Company maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Company and its Subsidiaries and, to the knowledge of the Company, their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects, and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its Subsidiaries with respect to Anti-Corruption Laws or Sanctions is pending or, to the best knowledge of the Company, threatened. None of the Company or any Subsidiary nor, to the knowledge of the Company or such Subsidiary, any of their respective directors, officers or employees or any of their respective agents, is a Sanctioned Person. No part of the proceeds of the Designated Securities will be used by the Company in violation of Anti-Corruption Laws or applicable Sanctions. As used herein, "Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Company and its affiliated companies from time to time concerning or relating to bribery or

corruption; “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto; “OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury; “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Entity or other entity; “Sanctioned Country” means a country or territory which at any time is the subject or target of any Sanctions; “Sanctioned Person” means, at any time, any (a) Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council or any similar list maintained by the European Union (“EU”) or any EU member state, (b) any Governmental Entity of any Sanctioned Country, (c) any Person located, organized or resident in a Sanctioned Country or (d) any Person directly or indirectly 50% or more owned by, or otherwise controlled by, any Person referenced in clauses (a) or (b); “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, France or Her Majesty’s Treasury of the United Kingdom; and “Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with Generally Accepted Accounting Principles as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or

more Subsidiaries of the parent.”

The following section is added to the Standard Provisions: “In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies its clients, which may include the name and address of their clients, as well as other information that will allow the underwriters to properly identify their clients.”

The following section is added to the Standard Provisions: “(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Underwriting Agreement, and any interest and obligation in or under this Underwriting Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Underwriting Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Underwriting Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Underwriting Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this section, a “BHC Act Affiliate” has the meaning assigned to the term ‘affiliate’ in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be

interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.”

\$1,500,000,000 4.250% Notes due 2040

Pricing Effective Time:	4:15 PM, EST on April 13, 2020
Pricing Disclosure Material:	Basic Prospectus dated February 26, 2019, Preliminary Prospectus Supplement dated April 13, 2020 and Permitted Free Writing Prospectus dated April 13, 2020, in the aggregate
Indenture:	Senior Note Indenture dated as of October 9, 2012 between General Electric Company and The Bank of New York Mellon, as trustee for the senior debt securities
Title:	4.250% Notes due 2040
Rank:	Senior Unsecured
Aggregate Principal Amount:	\$1,500,000,000
Overallotment Option:	None
Interest Rate:	4.250%
Settlement Date:	April 22, 2020
Maturity Date:	May 1, 2040
Interest Payment Dates:	May 1 and November 1 of each year, beginning on November 1, 2020 (long first interest period), and on the maturity date
Regular Record Dates:	The 15th calendar day (whether or not a business day) immediately preceding the related interest payment date
Conversion or Exchange Provisions:	None

Listing Requirements:	None
Fixed or Variable Price Offering:	Fixed
If Fixed Price Offering, initial public offering price:	99.718% of the principal amount, plus accrued interest, if any, from April 22, 2020
Purchase Price by Underwriters:	98.968% of the principal amount (\$1,484,520,000)
Currency of Denomination:	USD
Currency of Payment:	USD
Form and Denomination:	The notes will be issued only in registered, book-entry form. One or more global notes deposited with or on behalf of The Depository Trust Company; denominations of \$2,000 and integral multiples of \$1,000 in excess thereof
Overseas Paying Agents:	Not Applicable
Optional Redemption:	
Make-Whole Redemption:	At any time prior to November 1, 2039, make-whole redemption at the Treasury Rate (as defined in the Pricing Disclosure Material) + 45 basis points.
Par Redemption:	On or after November 1, 2039, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.
Dealer Concession:	0.450%
Reallowance Concession:	0.300%
Method of Payment:	Same day funds
Other Terms:	None
If changes in the Standard Provisions have been agreed to, set forth below:	<p>The opinion referred to in Section 5(b) shall be delivered by Gibson, Dunn & Crutcher LLP.</p> <p>The certificate of the Company referred to in Section 5(a) shall include a statement that the representations and warranties of the Company in this Underwriting Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time.</p>

At the date of this Underwriting Agreement and at the Closing Time, the Representatives shall have received from the Company a certificate executed by the Chief Financial Officer, Treasurer or other authorized person of the Company, in the form of Exhibit II hereto.

Notices to the Company pursuant to Section 10 shall be sent to 901 Main Avenue, Norwalk, CT 06851, Attention: Senior Vice President and Treasurer.

Notices to the Underwriters pursuant to Section 10 shall be sent to:

BofA Securities, Inc.

50 Rockefeller Plaza

NY 1050-12-01

New York, NY 10020

Attention: High Grade Transaction Management/Legal

Facsimile: (646) 855-5958;

J.P. Morgan Securities LLC

383 Madison Avenue

New York, NY 10179

Attention: Investment Grade Syndicate Desk – 3rd floor

Fax: (212) 834-6081;

Morgan Stanley & Co. LLC

1585 Broadway, 29th Floor

New York, NY 10036

Attention: Investment Banking Division

Fax: (212) 507-8999

The following sections are added to Section 1(a) of the Standard Provisions:

“(7) This Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(8) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating

to or affecting the rights and remedies of creditors or by general equitable principles.

(9) The Designated Securities to be purchased by the Underwriters from the Company are in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Underwriting Agreement and the Indenture and, at the Closing Time, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, and will be entitled to the benefits of the Indenture.

(10) The execution, delivery and performance of this Underwriting Agreement, the Indenture and the Designated Securities and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Pricing Disclosure Material (including the issuance and sale of the Designated Securities and the use of the proceeds from the sale of the Designated Securities as described therein under the caption 'Use of Proceeds') have been duly authorized by all requisite action and do not and will not, whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties, assets or operations of the Company or any of its subsidiaries pursuant to, the properties, assets or operations of the Company or any of its subsidiaries is subject (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, result in a material adverse effect (A) in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business,

or (B) on the ability of the Company to enter into and perform its obligations under, or consummate the transactions contemplated in, this Underwriting Agreement, the Indenture and the Designated Securities), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its subsidiaries or any law, statute, rule, regulation, judgment, order, writ or decree of any of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a “Governmental Entity”). As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other financing instrument (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of the related financing by the Company or any of its subsidiaries.

(11) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations under this Underwriting Agreement, the Indenture, or the Designated Securities, in connection with the offering, issuance or sale of the Designated Securities or the consummation of the transactions contemplated in this Underwriting Agreement, the Indenture or the Designated Securities, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the securities laws of any state or non-U.S. jurisdiction or the rules of Financial Industry Regulatory Authority, Inc.

(12) The Company maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Company and its Subsidiaries and, to the knowledge of the Company, their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects, and no

action, suit or proceeding by or before any Governmental Entity involving the Company or any of its Subsidiaries with respect to Anti-Corruption Laws or Sanctions is pending or, to the best knowledge of the Company, threatened. None of the Company or any Subsidiary nor, to the knowledge of the Company or such Subsidiary, any of their respective directors, officers or employees or any of their respective agents, is a Sanctioned Person. No part of the proceeds of the Designated Securities will be used by the Company in violation of Anti-Corruption Laws or applicable Sanctions. As used herein, “Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Company and its affiliated companies from time to time concerning or relating to bribery or corruption; “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto; “OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury; “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Entity or other entity; “Sanctioned Country” means a country or territory which at any time is the subject or target of any Sanctions; “Sanctioned Person” means, at any time, any (a) Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United Nations Security Council or any similar list maintained by the European Union (“EU”) or any EU member state, (b) any Governmental Entity of any Sanctioned Country, (c) any Person located, organized or resident in a Sanctioned Country or (d) any Person directly or indirectly 50% or more owned by, or otherwise controlled by, any Person referenced in clauses (a) or (b); “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, France or Her Majesty’s Treasury of the United Kingdom; and “Subsidiary” means, with respect to any Person (the “parent”) at any date, any

corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent's consolidated financial statements if such financial statements were prepared in accordance with Generally Accepted Accounting Principles as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent."

The following section is added to the Standard Provisions: "In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies its clients, which may include the name and address of their clients, as well as other information that will allow the underwriters to properly identify their clients."

The following section is added to the Standard Provisions: "(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Underwriting Agreement, and any interest and obligation in or under this Underwriting Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Underwriting Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Underwriting Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised

under the U.S. Special Resolution Regime if this Underwriting Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this section, a “BHC Act Affiliate” has the meaning assigned to the term ‘affiliate’ in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.”

\$2,250,000,000 4.350% Notes due 2050

Pricing Effective Time:

4:15 PM, EST on April 13, 2020

Pricing Disclosure Material:

Basic Prospectus dated February 26, 2019, Preliminary Prospectus Supplement dated April 13, 2020 and Permitted Free Writing Prospectus dated April 13, 2020, in the aggregate

Indenture:

Senior Note Indenture dated as of October 9, 2012 between General Electric Company and The Bank of New York Mellon, as trustee for the senior debt securities

Title:

4.350% Notes due 2050

Rank:

Senior Unsecured

Aggregate Principal Amount:

\$2,250,000,000

Overallotment Option:

None

Interest Rate:

4.350%

Settlement Date:	April 22, 2020
Maturity Date:	May 1, 2050
Interest Payment Dates:	May 1 and November 1 of each year, beginning on November 1, 2020 (long first interest period), and on the maturity date
Regular Record Dates:	The 15th calendar day (whether or not a business day) immediately preceding the related interest payment date
Conversion or Exchange Provisions:	None
Listing Requirements:	None
Fixed or Variable Price Offering:	Fixed
If Fixed Price Offering, initial public offering price:	99.650% of the principal amount, plus accrued interest, if any, from April 22, 2020
Purchase Price by Underwriters:	98.775% of the principal amount (\$2,222,437,500)
Currency of Denomination:	USD
Currency of Payment:	USD
Form and Denomination:	The notes will be issued only in registered, book-entry form. One or more global notes deposited with or on behalf of The Depository Trust Company; denominations of \$2,000 and integral multiples of \$1,000 in excess thereof
Overseas Paying Agents:	Not Applicable
Optional Redemption:	
Make-Whole Redemption:	At any time prior to November 1, 2049, make-whole redemption at the Treasury Rate (as defined in the Pricing Disclosure Material) + 50 basis points.
Par Redemption:	On or after November 1, 2049, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.
Dealer Concession:	0.500%

Reallowance Concession:	0.350%
Method of Payment:	Same day funds
Other Terms:	None
If changes in the Standard Provisions have been agreed to, set forth below:	<p>The opinion referred to in Section 5(b) shall be delivered by Gibson, Dunn & Crutcher LLP.</p> <p>The certificate of the Company referred to in Section 5(a) shall include a statement that the representations and warranties of the Company in this Underwriting Agreement are true and correct with the same force and effect as though expressly made at and as of the Closing Time.</p> <p>At the date of this Underwriting Agreement and at the Closing Time, the Representatives shall have received from the Company a certificate executed by the Chief Financial Officer, Treasurer or other authorized person of the Company, in the form of Exhibit II hereto.</p> <p>Notices to the Company pursuant to Section 10 shall be sent to 901 Main Avenue, Norwalk, CT 06851, Attention: Senior Vice President and Treasurer.</p> <p>Notices to the Underwriters pursuant to Section 10 shall be sent to: BofA Securities, Inc. 50 Rockefeller Plaza NY1-050-12-01 New York, NY 10020 Attention: High Grade Transaction Management/Legal Facsimile: (646) 855-5958;</p> <p>J.P. Morgan Securities LLC 383 Madison Avenue New York, NY 10179 Attention: Investment Grade Syndicate Desk – 3rd floor Fax: (212) 834-6081; Morgan Stanley & Co. LLC 1585 Broadway, 29th Floor New York, NY 10036 Attention: Investment Banking Division</p>

Fax: (212) 507-8999

The following sections are added to Section 1(a) of the Standard Provisions:

“(7) This Underwriting Agreement has been duly authorized, executed and delivered by the Company.

(8) The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized, executed and delivered by the Company and constitutes a valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles.

(9) The Designated Securities to be purchased by the Underwriters from the Company are in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Underwriting Agreement and the Indenture and, at the Closing Time, will have been duly executed by the Company and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Company, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles, and will be entitled to the benefits of the Indenture.

(10) The execution, delivery and performance of this Underwriting Agreement, the Indenture and the Designated Securities and the consummation of the transactions contemplated herein and in the Registration Statement, the Prospectus and the Pricing Disclosure Material (including the issuance and sale of the Designated Securities and the use of the proceeds from the sale of the Designated Securities as described therein under the caption ‘Use of Proceeds’) have been duly authorized by all requisite action and do not and will not,

whether with or without the giving of notice or passage of time or both, conflict with or constitute a breach of, or default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any properties, assets or operations of the Company or any of its subsidiaries pursuant to, the properties, assets or operations of the Company or any of its subsidiaries is subject (except for such conflicts, breaches, defaults or Repayment Events or liens, charges or encumbrances that would not, singly or in the aggregate, result in a material adverse effect (A) in the condition, financial or otherwise, or in the earnings, business affairs or business prospects of the Company and its subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business, or (B) on the ability of the Company to enter into and perform its obligations under, or consummate the transactions contemplated in, this Underwriting Agreement, the Indenture and the Designated Securities), nor will such action result in any violation of the provisions of the charter, by-laws or similar organizational document of the Company or any of its subsidiaries or any law, statute, rule, regulation, judgment, order, writ or decree of any of any arbitrator, court, governmental body, regulatory body, administrative agency or other authority, body or agency having jurisdiction over the Company or any of its subsidiaries or any of their respective properties, assets or operations (each, a “Governmental Entity”). As used herein, a “Repayment Event” means any event or condition which gives the holder of any note, debenture or other financing instrument (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a portion of the related financing by the Company or any of its subsidiaries.

(11) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any Governmental Entity is necessary or required for the performance by the Company of its obligations under this Underwriting Agreement, the Indenture, or the Designated Securities, in connection with the offering, issuance or sale of the Designated Securities or the consummation of the transactions contemplated in this Underwriting Agreement, the Indenture or the

Designated Securities, except such as have been already obtained or as may be required under the 1933 Act, the 1933 Act Regulations, the securities laws of any state or non-U.S. jurisdiction or the rules of Financial Industry Regulatory Authority, Inc.

(12) The Company maintains in effect policies and procedures designed to ensure compliance by the Company, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Company and its Subsidiaries and, to the knowledge of the Company, their respective directors, officers, employees and agents, are in compliance with Anti-Corruption Laws and applicable Sanctions in all material respects, and no action, suit or proceeding by or before any Governmental Entity involving the Company or any of its Subsidiaries with respect to Anti-Corruption Laws or Sanctions is pending or, to the best knowledge of the Company, threatened. None of the Company or any Subsidiary nor, to the knowledge of the Company or such Subsidiary, any of their respective directors, officers or employees or any of their respective agents, is a Sanctioned Person. No part of the proceeds of the Designated Securities will be used by the Company in violation of Anti-Corruption Laws or applicable Sanctions. As used herein, “Anti-Corruption Laws” means all laws, rules and regulations of any jurisdiction applicable to the Company and its affiliated companies from time to time concerning or relating to bribery or corruption; “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through the ability to exercise voting power, by contract or otherwise. “Controlling” and “Controlled” have meanings correlative thereto; “OFAC” means the Office of Foreign Assets Control of the United States Department of the Treasury; “Person” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Entity or other entity; “Sanctioned Country” means a country or territory which at any time is the subject or target of any Sanctions; “Sanctioned Person” means, at any time, any (a) Person listed in any Sanctions-related list of designated Persons maintained by OFAC, the U.S. Department of State, the United

Nations Security Council or any similar list maintained by the European Union (“EU”) or any EU member state, (b) any Governmental Entity of any Sanctioned Country, (c) any Person located, organized or resident in a Sanctioned Country or (d) any Person directly or indirectly 50% or more owned by, or otherwise controlled by, any Person referenced in clauses (a) or (b); “Sanctions” means economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by (a) the U.S. government, including those administered by OFAC or the U.S. Department of State or (b) the United Nations Security Council, the European Union, France or Her Majesty’s Treasury of the United Kingdom; and “Subsidiary” means, with respect to any Person (the “parent”) at any date, any corporation, limited liability company, partnership, association or other entity the accounts of which would be consolidated with those of the parent in the parent’s consolidated financial statements if such financial statements were prepared in accordance with Generally Accepted Accounting Principles as of such date, as well as any other corporation, limited liability company, partnership, association or other entity (a) of which securities or other ownership interests representing more than 50% of the equity or more than 50% of the ordinary voting power or, in the case of a partnership, more than 50% of the general partnership interests are, as of such date, owned, controlled or held, or (b) that is, as of such date, otherwise Controlled, by the parent or one or more Subsidiaries of the parent or by the parent and one or more Subsidiaries of the parent.”

The following section is added to the Standard Provisions: “In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the underwriters are required to obtain, verify and record information that identifies its clients, which may include the name and address of their clients, as well as other information that will allow the underwriters to properly identify their clients.”

The following section is added to the Standard Provisions: “(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such

Underwriter of this Underwriting Agreement, and any interest and obligation in or under this Underwriting Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Underwriting Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Underwriting Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Underwriting Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this section, a “BHC Act Affiliate” has the meaning assigned to the term ‘affiliate’ in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k). “Covered Entity” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b). “Default Right” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable. “U.S. Special Resolution Regime” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.”

Name and Address of Representatives:

BofA Securities, Inc.
One Bryant Park
New York, New York 10036
J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179
Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

The Representatives named above and executing this Underwriting Agreement represent that the Underwriters have authorized the Representatives to enter into this Underwriting Agreement and to act hereunder on their behalf.

The respective principal amounts of the Designated Securities to be purchased by each of the Underwriters are set forth opposite their names in Schedule I hereto.

The provisions of the Standard Provisions are incorporated herein by reference.

The Closing will take place at 10:00 A.M., New York City time, on April 22, 2020, at the offices of Cleary Gottlieb Steen & Hamilton LLP, One Liberty Plaza, New York, New York 10006.

Please signify your acceptance by signing the enclosed response to us in the space provided and returning it to us.

[Remainder of Page Intentionally Blank]

Very truly yours,
BOFA SECURITIES, INC.

By: /s/ Kevin Wehler

Name: Kevin Wehler

Title: Managing Director

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya

Name: Som Bhattacharyya

Title: Executive Director

MORGAN STANLEY & CO. LLC

By: /s/ Ian Drewe

Name: Ian Drewe

Title: Executive Director

as Representatives for themselves and the other underwriters
named in Schedule I attached hereto

Accepted:
GENERAL ELECTRIC COMPANY

By: /s/ Michael Taets

Name:Michael Taets

Title: Authorized Signatory

SCHEDULE I
DEBT SECURITIES
\$1,000,000,000 3.450% Notes due 2027

UNDERWRITER	PRINCIPAL AMOUNT
BofA Securities, Inc.	\$200,000,000
J.P. Morgan Securities LLC	\$200,000,000
Morgan Stanley & Co. LLC	\$200,000,000
BNP Paribas Securities Corp.	\$83,334,000
Credit Suisse Securities (USA) LLC	\$83,333,000
Deutsche Bank Securities Inc.	\$83,333,000
HSBC Securities (USA) Inc.	\$25,000,000
Mizuho Securities USA LLC	\$25,000,000
MUFG Securities Americas Inc.	\$25,000,000
SMBC Nikko Securities America, Inc.	\$25,000,000
Blaylock Van, LLC	\$16,667,000
Mischler Financial Group, Inc.	\$16,667,000
R. Seelaus & Co., LLC	\$16,666,000
Total:	\$1,000,000,000

\$1,250,000,000 3.625% Notes due 2030

UNDERWRITER	PRINCIPAL AMOUNT
BofA Securities, Inc.	\$250,000,000
J.P. Morgan Securities LLC	\$250,000,000
Morgan Stanley & Co. LLC	\$250,000,000
BNP Paribas Securities Corp.	\$104,167,000
Credit Suisse Securities (USA) LLC	\$104,167,000
Deutsche Bank Securities Inc.	\$104,166,000
HSBC Securities (USA) Inc.	\$31,250,000
Mizuho Securities USA LLC	\$31,250,000
MUFG Securities Americas Inc.	\$31,250,000
SMBC Nikko Securities America, Inc.	\$31,250,000
Blaylock Van, LLC	\$20,834,000
Mischler Financial Group, Inc.	\$20,833,000
R. Seelaus & Co., LLC	\$20,833,000
Total:	\$1,250,000,000

\$1,500,000,000 4.250% Notes due 2040

UNDERWRITER	PRINCIPAL AMOUNT
BofA Securities, Inc.	\$300,000,000
J.P. Morgan Securities LLC	\$300,000,000
Morgan Stanley & Co. LLC	\$300,000,000
BNP Paribas Securities Corp.	\$125,000,000
Credit Suisse Securities (USA) LLC	\$125,000,000
Deutsche Bank Securities Inc.	\$125,000,000
HSBC Securities (USA) Inc.	\$37,500,000
Mizuho Securities USA LLC	\$37,500,000
MUFG Securities Americas Inc.	\$37,500,000
SMBC Nikko Securities America, Inc.	\$37,500,000
Blaylock Van, LLC	\$25,000,000
Mischler Financial Group, Inc.	\$25,000,000
R. Seelaus & Co., LLC	\$25,000,000
Total:	\$1,500,000,000
\$2,250,000,000 4.350% Notes due 2050	

UNDERWRITER	PRINCIPAL AMOUNT
BofA Securities, Inc.	\$450,000,000
J.P. Morgan Securities LLC	\$450,000,000
Morgan Stanley & Co. LLC	\$450,000,000
BNP Paribas Securities Corp.	\$187,500,000
Credit Suisse Securities (USA) LLC	\$187,500,000
Deutsche Bank Securities Inc.	\$187,500,000
HSBC Securities (USA) Inc.	\$56,250,000
Mizuho Securities USA LLC	\$56,250,000
MUFG Securities Americas Inc.	\$56,250,000
SMBC Nikko Securities America, Inc.	\$56,250,000
Blaylock Van, LLC	\$37,500,000
Mischler Financial Group, Inc.	\$37,500,000
R. Seelaus & Co., LLC	\$37,500,000
Total:	\$2,250,000,000

SCHEDULE II

Attached Permitted Free Writing Prospectus: The only such prospectus is identified below and attached substantially in the form hereto:

Pricing Term Sheet dated April 13, 2020
(to Preliminary Prospectus dated April 13, 2020)
General Electric Company

Filed Pursuant to Rule 433
Dated April 13, 2020
Registration Statement: 333-229886

PRICING TERMS SHEET

General Electric Company

April 13, 2020

\$1,000,000,000 3.450% Notes due 2027

\$1,250,000,000 3.625% Notes due 2030

\$1,500,000,000 4.250% Notes due 2040

\$2,250,000,000 4.350% Notes due 2050

Issuer:	General Electric Company			
Trade Date:	April 13, 2020			
Settlement Date:	April 22, 2020 (T+7)			
Expected Ratings (Moody's / S&P / Fitch)*:	[Intentionally Omitted]			
Title:	3.450% Notes due 2027	3.625% Notes due 2030	4.250% Notes due 2040	4.350% Notes due 2050
Principal Amount:	\$1,000,000,000	\$1,250,000,000	\$1,500,000,000	\$2,250,000,000
Maturity Date:	May 1, 2027	May 1, 2030	May 1, 2040	May 1, 2050
Coupon:	3.450%	3.625%	4.250%	4.350%
Benchmark Treasury:	UST 0.625% 03/31/2027	UST 1.500% 02/15/2030	UST 2.375% 11/15/2049	UST 2.375% 11/15/2049
Benchmark Treasury Price and Yield:	100-00 / 0.625%	107-05 / 0.744%	124-11 / 1.371%	124-11 / 1.371%
Spread to Benchmark Treasury:	+285 basis points	+290 basis points	+290 basis points	+300 basis points
Yield to Maturity:	3.475%	3.644%	4.271%	4.371%
Price to Public:	99.845% of principal amount	99.841% of principal amount	99.718% of principal amount	99.650% of principal amount
Underwriting Discount:	0.410%	0.450%	0.750%	0.875%
Proceeds (before expenses) to Issuer:	\$994,350,000	\$1,242,387,500	\$1,484,520,000	\$2,222,437,500
Interest Payment Dates:	May 1 and November 1	May 1 and November 1	May 1 and November 1	May 1 and November 1

First Interest Payment Date:	November 1, 2020 (long first interest period)	November 1, 2020 (long first interest period)	November 1, 2020 (long first interest period)	November 1, 2020 (long first interest period)
Optional Redemption:	At any time prior to March 1, 2027, make-whole redemption at the Treasury Rate (as defined in the preliminary prospectus supplement) +45 basis points. On or after March 1, 2027, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.	At any time prior to February 1, 2030, make-whole redemption at the Treasury Rate (as defined in the preliminary prospectus supplement) +45 basis points. On or after February 1, 2030, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.	At any time prior to November 1, 2039, make-whole redemption at the Treasury Rate (as defined in the preliminary prospectus supplement) +45 basis points. On or after November 1, 2039, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.	At any time prior to November 1, 2049, make-whole redemption at the Treasury Rate (as defined in the preliminary prospectus supplement) +50 basis points. On or after November 1, 2049, at par plus accrued and unpaid interest, if any, to, but excluding the redemption date.
CUSIP / ISIN	369604 BV4 / US369604BV43	369604 BW2 / US369604BW26	369604 BX0 / US369604BX09	369604 BY8 / US369604BY81
Bookrunners:	BofA Securities, Inc. J.P. Morgan Securities LLC Morgan Stanley & Co. LLC BNP Paribas Securities Corp. Credit Suisse Securities (USA) LLC Deutsche Bank Securities Inc.			
Senior Co-Managers:	HSBC Securities (USA) Inc. Mizuho Securities USA LLC MUFG Securities Americas Inc. SMBC Nikko Securities America, Inc.			
Co-Managers:	Blaylock Van, LLC Mischler Financial Group, Inc. R. Seelaus & Co., LLC			

* Note: A securities rating is not a recommendation to buy, sell or hold securities, and may be subject to change or withdrawal at any time.

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 EDGAR on the SEC Web site at www.sec.gov. Alternatively, the issuer or the underwriters participating in the offering will arrange to send you the prospectus if you request it by calling BofA Securities, Inc. toll-free at 1-800-294-1322, J.P. Morgan Securities LLC collect at 1-212-834-4533 or Morgan Stanley & Co. LLC toll-free at 1-866-718-1649.

The Bookrunners and Co-Managers expect to deliver the notes in book-entry form only through the facilities of The Depository Trust Company against payment in New York, New York on or about the seventh business day following the date of this Term Sheet. Under Rule 15c6-1 of the Exchange Act, trades in the secondary market generally are required to settle in two business days, unless the parties to a trade expressly agree otherwise. Accordingly, investors who wish to trade notes on the date of pricing or the next four succeeding business days will be required, by virtue of the fact that the notes initially will settle in T+7, to specify alternative settlement arrangements to prevent a failed settlement.

EXHIBIT I
[Omitted.]

EXHIBIT II
[Omitted.]

April 22, 2020

Company Order and Officer's Certificate
3.450% Notes due 2027The Bank of New York Mellon, as Trustee
240 Greenwich Street
New York, New York 10286

Ladies and Gentlemen:

Officer's Certificate under Section 301 of the Indenture

Pursuant to Article Three of the Indenture, dated as of October 9, 2012 (as it may be amended or supplemented, the "**Indenture**"), between General Electric Company (the "**Company**") and The Bank of New York Mellon as trustee (the "**Trustee**"), the Board Resolutions dated as of March 14, 1986, November 2, 1998, March 11, 2011, February 15, 2019 and April 10, 2020, and the resolutions of the Funding Committee of the Board of Directors of the Company dated as of April 13, 2020, of which copies certified by the Secretary or an Attesting Secretary of the Company are being delivered herewith under Section 301 of the Indenture,

A. The Company's 3.450% Notes due 2027 (the "**Notes**") are hereby established. The Notes shall be in substantially the form attached hereto as Annex 1.

B. The terms and characteristics of the Notes shall be as follows (the numbered clauses set forth below corresponding to the numbered subsections of Section 301 of the Indenture, with terms used and not defined herein having the meanings specified in the Indenture) and as shall be set forth in the form of Note attached hereto as Annex 1:

(1) the title of the Notes shall be "3.450% Notes due 2027";

(2) the aggregate principal amount of Notes which may be authenticated and delivered under the Indenture shall be limited to \$1,000,000,000 (except as provided in Section 301(2) of the Indenture); provided, however, that such authorized aggregate principal amount may from time to time be increased above such amount by a Board Resolution to such effect; and provided further, that additional Notes may not be issued under the same CUSIP number unless such additional Notes and the original Notes are fungible for U.S. federal income tax purposes;

(3) the date on which the principal of the Notes shall be payable shall be May 1, 2027;

(4) the Notes shall bear interest at the rate of 3.450% per annum. Interest shall accrue from the original issue date of the Notes. The Interest Payment Dates on which such interest will be payable shall be May 1 and November 1 of each

year, commencing on November 1, 2020. The Regular Record Date for the determination of Holders to whom interest is payable on any such Interest Payment Date shall be April 15 and October 15, 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 or on any Redemption Date shall be payable to the Person to whom the principal of such Notes shall be payable; interest on the Notes will be computed on the basis of a 360-day year composed of twelve 30-day months. Interest payable on any Interest Payment Date, Redemption Date or Maturity 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 original issue date of the Notes, if no interest has been paid or duly provided for with respect to the Notes) to, but excluding, such Interest Payment Date, Redemption Date or Maturity, as the case may be;

(5) (a) the principal of and any premium or interest on the Notes shall be payable at, (b) the Notes may be presented for registration of transfer or exchange at, and (c) notices and demands to or upon the Company in respect of the Notes and the Indenture may be made at the Corporate Trust Office of the Trustee, currently located at 240 Greenwich Street;

(6) the Notes may be redeemed pursuant to the terms set forth in the form of the Note incorporated herein by reference. In connection with any “make-whole” redemption, the Company shall give the Trustee notice of the related Redemption Price promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation;

(7) not applicable;

(8) the Notes shall be issuable in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof;

(9) not applicable

(10) not applicable;

(11) not applicable;

(12) not applicable;

(13) not applicable;

(14) not applicable;

(15) not applicable;

(16) (a) the Notes shall be issued in the form of one or more Global Securities; (b) the Depositary for such Global Security or Securities shall be The

Depository Trust Company (“DTC”); and (c) the procedures with respect to transfer and exchange of Global Securities shall be as set forth in the Indenture;

(17) not applicable;

(18) not applicable;

(19) not applicable;

(20) not applicable;

(21) not applicable;

(22) not applicable;

(23) not applicable;

(24) not applicable;

(25) not applicable;

(26) not applicable; and

(27) solely with respect to the Notes, the last sentence of the first paragraph of Section 303 of the Indenture shall be amended and restated as follows: “The signature of any of these officers on the Securities may be manual, facsimile, or electronic.” The second paragraph of Section 303 of the Indenture shall be amended and restated as follows: “Securities bearing the manual facsimile, or electronic signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.” The first sentence of the last paragraph of Section 303 of the Indenture shall be amended and restated as follows: “No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by the manual, facsimile, or electronic signature of one of its authorized signatories, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.”

Company Order under Section 303 of the Indenture

A. You are hereby requested to authenticate on the date hereof \$1,000,000,000 aggregate principal amount of the Notes, represented by: (i) Certificate No. 1 representing an aggregate principal amount of \$500,000,000 of the Notes and (ii) Certificate No. 2 representing an aggregate principal amount of \$500,000,000 of the Notes, heretofore delivered to you and duly executed by the Company and registered in the name of Cede &

Co., as nominee of DTC in accordance with the Blanket Issuer Letter of Representations dated October 23, 2003, in the manner provided by the Indenture.

B. You are hereby requested to hold the Notes as custodian for DTC.

C. Concurrently with this Company Order, an Opinion of Counsel under Sections 102 and 303 of the Indenture is being delivered to you.

Officer's Certificate under Section 102 of the Indenture

The undersigned, Jennifer VanBelle, the Senior Vice President and Treasurer of the Company, does hereby certify that:

(1) I have read the relevant portions of the Indenture, including without limitation the conditions precedent provided for therein relating to the action proposed to be taken by the Trustee as requested in this Company Order and Officer's Certificate, and the definitions in the Indenture relating thereto;

(2) I have read the Board Resolutions and the Unanimous Written Consent of the Funding Committee of the Board of Directors of the Company and the Opinion of Counsel referred to above;

(3) I or individuals under my supervision have conferred with other officers of the Company, have examined such records of the Company and have made such other investigation as I deemed relevant for purposes of this certificate;

(4) in my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not such conditions have been complied with;

(5) on the basis of the foregoing, I am of the opinion that all conditions precedent provided for in the Indenture relating to the action proposed to be taken by the Trustee as requested herein have been complied with; and

(6) the form and terms of the Notes have been established in conformity with the provisions of the Indenture.

[Signature Page Follows]

Kindly acknowledge receipt of this Company Order and Officer's Certificate, including the documents listed herein, and confirm the arrangements set forth herein by signing and returning the copy of this document attached hereto. By signing below, the Trustee agrees to the terms and conditions set forth hereinabove.

Very truly yours,

Company Order:

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

Officer's Certificate:

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

[Company Order and Officer's Certificate – 2027 Notes]

Acknowledged by Trustee:

By: /s/ Rita Duggan

Authorized Officer

[Company Order and Officer’s Certificate – 2027 Notes]

[Form of Note]

April 22, 2020

Company Order and Officer's Certificate
3.625% Notes due 2030

The Bank of New York Mellon, as Trustee
240 Greenwich Street
New York, New York 10286
Ladies and Gentlemen:

Officer's Certificate under Section 301 of the Indenture

Pursuant to Article Three of the Indenture, dated as of October 9, 2012 (as it may be amended or supplemented, the "**Indenture**"), between General Electric Company (the "**Company**") and The Bank of New York Mellon as trustee (the "**Trustee**"), the Board Resolutions dated as of March 14, 1986, November 2, 1998, March 11, 2011, February 15, 2019 and April 10, 2020, and the resolutions of the Funding Committee of the Board of Directors of the Company dated as of April 13, 2020, of which copies certified by the Secretary or an Attesting Secretary of the Company are being delivered herewith under Section 301 of the Indenture,

A. The Company's 3.625% Notes due 2030 (the "**Notes**") are hereby established. The Notes shall be in substantially the form attached hereto as Annex 1.

B. The terms and characteristics of the Notes shall be as follows (the numbered clauses set forth below corresponding to the numbered subsections of Section 301 of the Indenture, with terms used and not defined herein having the meanings specified in the Indenture) and as shall be set forth in the form of Note attached hereto as Annex 1:

(1) the title of the Notes shall be "3.625% Notes due 2030";

(2) the aggregate principal amount of Notes which may be authenticated and delivered under the Indenture shall be limited to \$1,250,000,000 (except as provided in Section 301(2) of the Indenture); provided, however, that such authorized aggregate principal amount may from time to time be increased above such amount by a Board Resolution to such effect; and provided further, that additional Notes may not be issued under the same CUSIP number unless such additional Notes and the original Notes are fungible for U.S. federal income tax purposes;

(3) the date on which the principal of the Notes shall be payable shall be May 1, 2030;

(4) the Notes shall bear interest at the rate of 3.625% per annum. Interest shall accrue from the original issue date of the Notes. The Interest Payment Dates on which such interest will be payable shall be May 1 and November 1 of each

year, commencing on November 1, 2020. The Regular Record Date for the determination of Holders to whom interest is payable on any such Interest Payment Date shall be April 15 and October 15, 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 or on any Redemption Date shall be payable to the Person to whom the principal of such Notes shall be payable; interest on the Notes will be computed on the basis of a 360-day year composed of twelve 30-day months. Interest payable on any Interest Payment Date, Redemption Date or Maturity 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 original issue date of the Notes, if no interest has been paid or duly provided for with respect to the Notes) to, but excluding, such Interest Payment Date, Redemption Date or Maturity, as the case may be;

(5) (a) the principal of and any premium or interest on the Notes shall be payable at, (b) the Notes may be presented for registration of transfer or exchange at, and (c) notices and demands to or upon the Company in respect of the Notes and the Indenture may be made at the Corporate Trust Office of the Trustee, currently located at 240 Greenwich Street;

(6) the Notes may be redeemed pursuant to the terms set forth in the form of the Note incorporated herein by reference. In connection with any “make-whole” redemption, the Company shall give the Trustee notice of the related Redemption Price promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation;

(7) not applicable;

(8) the Notes shall be issuable in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof;

(9) not applicable

(10) not applicable;

(11) not applicable;

(12) not applicable;

(13) not applicable;

(14) not applicable;

(15) not applicable;

(16) (a) the Notes shall be issued in the form of one or more Global Securities; (b) the Depositary for such Global Security or Securities shall be The

Depository Trust Company (“DTC”); and (c) the procedures with respect to transfer and exchange of Global Securities shall be as set forth in the Indenture;

(17) not applicable;

(18) not applicable;

(19) not applicable;

(20) not applicable;

(21) not applicable;

(22) not applicable;

(23) not applicable;

(24) not applicable;

(25) not applicable;

(26) not applicable; and

(27) solely with respect to the Notes, the last sentence of the first paragraph of Section 303 of the Indenture shall be amended and restated as follows: “The signature of any of these officers on the Securities may be manual, facsimile, or electronic.” The second paragraph of Section 303 of the Indenture shall be amended and restated as follows: “Securities bearing the manual facsimile, or electronic signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.” The first sentence of the last paragraph of Section 303 of the Indenture shall be amended and restated as follows: “No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by the manual, facsimile, or electronic signature of one of its authorized signatories, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.”

Company Order under Section 303 of the Indenture

A. You are hereby requested to authenticate on the date hereof \$1,250,000,000 aggregate principal amount of the Notes, represented by: (i) Certificate No. 1 representing an aggregate principal amount of \$500,000,000 of the Notes, (ii) Certificate No. 2 representing an aggregate principal amount of \$500,000,000 of the Notes, and (iii) Certificate No. 3 representing an aggregate principal amount of \$250,000,000 of the Notes,

heretofore delivered to you and duly executed by the Company and registered in the name of Cede & Co., as nominee of DTC in accordance with the Blanket Issuer Letter of Representations dated October 23, 2003, in the manner provided by the Indenture.

B. You are hereby requested to hold the Notes as custodian for DTC.

C. Concurrently with this Company Order, an Opinion of Counsel under Sections 102 and 303 of the Indenture is being delivered to you.

Officer's Certificate under Section 102 of the Indenture

The undersigned, Jennifer VanBelle, the Senior Vice President and Treasurer of the Company, does hereby certify that:

(1) I have read the relevant portions of the Indenture, including without limitation the conditions precedent provided for therein relating to the action proposed to be taken by the Trustee as requested in this Company Order and Officer's Certificate, and the definitions in the Indenture relating thereto;

(2) I have read the Board Resolutions and the Unanimous Written Consent of the Funding Committee of the Board of Directors of the Company and the Opinion of Counsel referred to above;

(3) I or individuals under my supervision have conferred with other officers of the Company, have examined such records of the Company and have made such other investigation as I deemed relevant for purposes of this certificate;

(4) in my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not such conditions have been complied with;

(5) on the basis of the foregoing, I am of the opinion that all conditions precedent provided for in the Indenture relating to the action proposed to be taken by the Trustee as requested herein have been complied with; and

(6) the form and terms of the Notes have been established in conformity with the provisions of the Indenture.

[Signature Page Follows]

Kindly acknowledge receipt of this Company Order and Officer's Certificate, including the documents listed herein, and confirm the arrangements set forth herein by signing and returning the copy of this document attached hereto. By signing below, the Trustee agrees to the terms and conditions set forth hereinabove.

Very truly yours,

Company Order:

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

Officer's Certificate:

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

[Company Order and Officer's Certificate – 2030 Notes]

Acknowledged by Trustee:

By: /s/ Rita Duggan

Authorized Officer

[Company Order and Officer’s Certificate – 2030 Notes]

[Form of Note]

April 22, 2020

Company Order and Officer's Certificate
4.250% Notes due 2040

The Bank of New York Mellon, as Trustee
240 Greenwich Street
New York, New York 10286
Ladies and Gentlemen:

Officer's Certificate under Section 301 of the Indenture

Pursuant to Article Three of the Indenture, dated as of October 9, 2012 (as it may be amended or supplemented, the "**Indenture**"), between General Electric Company (the "**Company**") and The Bank of New York Mellon as trustee (the "**Trustee**"), the Board Resolutions dated as of March 14, 1986, November 2, 1998, March 11, 2011, February 15, 2019 and April 10, 2020, and the resolutions of the Funding Committee of the Board of Directors of the Company dated as of April 13, 2020, of which copies certified by the Secretary or an Attesting Secretary of the Company are being delivered herewith under Section 301 of the Indenture,

A. The Company's 4.250% Notes due 2040 (the "**Notes**") are hereby established. The Notes shall be in substantially the form attached hereto as Annex 1.

B. The terms and characteristics of the Notes shall be as follows (the numbered clauses set forth below corresponding to the numbered subsections of Section 301 of the Indenture, with terms used and not defined herein having the meanings specified in the Indenture) and as shall be set forth in the form of Note attached hereto as Annex 1:

(1) the title of the Notes shall be "4.250% Notes due 2040";

(2) the aggregate principal amount of Notes which may be authenticated and delivered under the Indenture shall be limited to \$1,500,000,000 (except as provided in Section 301(2) of the Indenture); provided, however, that such authorized aggregate principal amount may from time to time be increased above such amount by a Board Resolution to such effect; and provided further, that additional Notes may not be issued under the same CUSIP number unless such additional Notes and the original Notes are fungible for U.S. federal income tax purposes;

(3) the date on which the principal of the Notes shall be payable shall be May 1, 2040;

(4) the Notes shall bear interest at the rate of 4.250% per annum. Interest shall accrue from the original issue date of the Notes. The Interest Payment Dates on which such interest will be payable shall be May 1 and November 1 of each

year, commencing on November 1, 2020. The Regular Record Date for the determination of Holders to whom interest is payable on any such Interest Payment Date shall be April 15 and October 15, 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 or on any Redemption Date shall be payable to the Person to whom the principal of such Notes shall be payable; interest on the Notes will be computed on the basis of a 360-day year composed of twelve 30-day months. Interest payable on any Interest Payment Date, Redemption Date or Maturity 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 original issue date of the Notes, if no interest has been paid or duly provided for with respect to the Notes) to, but excluding, such Interest Payment Date, Redemption Date or Maturity, as the case may be;

(5) (a) the principal of and any premium or interest on the Notes shall be payable at, (b) the Notes may be presented for registration of transfer or exchange at, and (c) notices and demands to or upon the Company in respect of the Notes and the Indenture may be made at the Corporate Trust Office of the Trustee, currently located at 240 Greenwich Street;

(6) the Notes may be redeemed pursuant to the terms set forth in the form of the Note incorporated herein by reference. In connection with any “make-whole” redemption, the Company shall give the Trustee notice of the related Redemption Price promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation;

(7) not applicable;

(8) the Notes shall be issuable in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof;

(9) not applicable

(10) not applicable;

(11) not applicable;

(12) not applicable;

(13) not applicable;

(14) not applicable;

(15) not applicable;

(16) (a) the Notes shall be issued in the form of one or more Global Securities; (b) the Depositary for such Global Security or Securities shall be The

Depository Trust Company (“DTC”); and (c) the procedures with respect to transfer and exchange of Global Securities shall be as set forth in the Indenture;

(17) not applicable;

(18) not applicable;

(19) not applicable;

(20) not applicable;

(21) not applicable;

(22) not applicable;

(23) not applicable;

(24) not applicable;

(25) not applicable;

(26) not applicable; and

(27) solely with respect to the Notes, the last sentence of the first paragraph of Section 303 of the Indenture shall be amended and restated as follows: “The signature of any of these officers on the Securities may be manual, facsimile, or electronic.” The second paragraph of Section 303 of the Indenture shall be amended and restated as follows: “Securities bearing the manual facsimile, or electronic signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.” The first sentence of the last paragraph of Section 303 of the Indenture shall be amended and restated as follows: “No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by the manual, facsimile, or electronic signature of one of its authorized signatories, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.”

Company Order under Section 303 of the Indenture

A. You are hereby requested to authenticate on the date hereof \$1,500,000,000 aggregate principal amount of the Notes, represented by: (i) Certificate No. 1 representing an aggregate principal amount of \$500,000,000 of the Notes, (ii) Certificate No. 2 representing an aggregate principal amount of \$500,000,000 of the Notes, and (iii) Certificate No. 3 representing an aggregate principal amount of \$500,000,000 of the Notes,

heretofore delivered to you and duly executed by the Company and registered in the name of Cede & Co., as nominee of DTC in accordance with the Blanket Issuer Letter of Representations dated October 23, 2003, in the manner provided by the Indenture.

B. You are hereby requested to hold the Notes as custodian for DTC.

C. Concurrently with this Company Order, an Opinion of Counsel under Sections 102 and 303 of the Indenture is being delivered to you.

Officer's Certificate under Section 102 of the Indenture

The undersigned, Jennifer VanBelle, the Senior Vice President and Treasurer of the Company, does hereby certify that:

(1) I have read the relevant portions of the Indenture, including without limitation the conditions precedent provided for therein relating to the action proposed to be taken by the Trustee as requested in this Company Order and Officer's Certificate, and the definitions in the Indenture relating thereto;

(2) I have read the Board Resolutions and the Unanimous Written Consent of the Funding Committee of the Board of Directors of the Company and the Opinion of Counsel referred to above;

(3) I or individuals under my supervision have conferred with other officers of the Company, have examined such records of the Company and have made such other investigation as I deemed relevant for purposes of this certificate;

(4) in my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not such conditions have been complied with;

(5) on the basis of the foregoing, I am of the opinion that all conditions precedent provided for in the Indenture relating to the action proposed to be taken by the Trustee as requested herein have been complied with; and

(6) the form and terms of the Notes have been established in conformity with the provisions of the Indenture.

[Signature Page Follows]

Kindly acknowledge receipt of this Company Order and Officer's Certificate, including the documents listed herein, and confirm the arrangements set forth herein by signing and returning the copy of this document attached hereto. By signing below, the Trustee agrees to the terms and conditions set forth hereinabove.

Very truly yours,

Company Order:

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

Officer's Certificate:

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

[Company Order and Officer's Certificate – 2040 Notes]

Acknowledged by Trustee:

By: /s/ Rita Duggan

Authorized Officer

[Company Order and Officer’s Certificate – 2040 Notes]

[Form of Note]

April 22, 2020

Company Order and Officer's Certificate
4.350% Notes due 2050

The Bank of New York Mellon, as Trustee
240 Greenwich Street
New York, New York 10286
Ladies and Gentlemen:

Officer's Certificate under Section 301 of the Indenture

Pursuant to Article Three of the Indenture, dated as of October 9, 2012 (as it may be amended or supplemented, the "**Indenture**"), between General Electric Company (the "**Company**") and The Bank of New York Mellon as trustee (the "**Trustee**"), the Board Resolutions dated as of March 14, 1986, November 2, 1998, March 11, 2011, February 15, 2019 and April 10, 2020, and the resolutions of the Funding Committee of the Board of Directors of the Company dated as of April 13, 2020, of which copies certified by the Secretary or an Attesting Secretary of the Company are being delivered herewith under Section 301 of the Indenture,

A. The Company's 4.350% Notes due 2050 (the "**Notes**") are hereby established. The Notes shall be in substantially the form attached hereto as Annex 1.

B. The terms and characteristics of the Notes shall be as follows (the numbered clauses set forth below corresponding to the numbered subsections of Section 301 of the Indenture, with terms used and not defined herein having the meanings specified in the Indenture) and as shall be set forth in the form of Note attached hereto as Annex 1:

(1) the title of the Notes shall be "4.350% Notes due 2050";

(2) the aggregate principal amount of Notes which may be authenticated and delivered under the Indenture shall be limited to \$2,250,000,000 (except as provided in Section 301(2) of the Indenture); provided, however, that such authorized aggregate principal amount may from time to time be increased above such amount by a Board Resolution to such effect; and provided further, that additional Notes may not be issued under the same CUSIP number unless such additional Notes and the original Notes are fungible for U.S. federal income tax purposes;

(3) the date on which the principal of the Notes shall be payable shall be May 1, 2050;

(4) the Notes shall bear interest at the rate of 4.350% per annum. Interest shall accrue from the original issue date of the Notes. The Interest Payment Dates on which such interest will be payable shall be May 1 and November 1 of each

year, commencing on November 1, 2020. The Regular Record Date for the determination of Holders to whom interest is payable on any such Interest Payment Date shall be April 15 and October 15, 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 or on any Redemption Date shall be payable to the Person to whom the principal of such Notes shall be payable; interest on the Notes will be computed on the basis of a 360-day year composed of twelve 30-day months. Interest payable on any Interest Payment Date, Redemption Date or Maturity 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 original issue date of the Notes, if no interest has been paid or duly provided for with respect to the Notes) to, but excluding, such Interest Payment Date, Redemption Date or Maturity, as the case may be;

(5) (a) the principal of and any premium or interest on the Notes shall be payable at, (b) the Notes may be presented for registration of transfer or exchange at, and (c) notices and demands to or upon the Company in respect of the Notes and the Indenture may be made at the Corporate Trust Office of the Trustee, currently located at 240 Greenwich Street;

(6) the Notes may be redeemed pursuant to the terms set forth in the form of the Note incorporated herein by reference. In connection with any “make-whole” redemption, the Company shall give the Trustee notice of the related Redemption Price promptly after the calculation thereof and the Trustee shall have no responsibility for such calculation;

(7) not applicable;

(8) the Notes shall be issuable in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof;

(9) not applicable

(10) not applicable;

(11) not applicable;

(12) not applicable;

(13) not applicable;

(14) not applicable;

(15) not applicable;

(16) (a) the Notes shall be issued in the form of one or more Global Securities; (b) the Depositary for such Global Security or Securities shall be The

Depository Trust Company (“DTC”); and (c) the procedures with respect to transfer and exchange of Global Securities shall be as set forth in the Indenture;

(17) not applicable;

(18) not applicable;

(19) not applicable;

(20) not applicable;

(21) not applicable;

(22) not applicable;

(23) not applicable;

(24) not applicable;

(25) not applicable;

(26) not applicable; and

(27) solely with respect to the Notes, the last sentence of the first paragraph of Section 303 of the Indenture shall be amended and restated as follows: “The signature of any of these officers on the Securities may be manual, facsimile, or electronic.” The second paragraph of Section 303 of the Indenture shall be amended and restated as follows: “Securities bearing the manual facsimile, or electronic signatures of individuals who were at any time the proper officers of the Company shall bind the Company, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Securities or did not hold such offices at the date of such Securities.” The first sentence of the last paragraph of Section 303 of the Indenture shall be amended and restated as follows: “No Security shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee by the manual, facsimile, or electronic signature of one of its authorized signatories, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder.”

Company Order under Section 303 of the Indenture

A. You are hereby requested to authenticate on the date hereof \$2,250,000,000 aggregate principal amount of the Notes, represented by: (i) Certificate No. 1 representing an aggregate principal amount of \$500,000,000 of the Notes, (ii) Certificate No. 2 representing an aggregate principal amount of \$500,000,000 of the Notes, (iii) Certificate No. 3 representing an aggregate principal amount of \$500,000,000 of the Notes, (iv)

Certificate No. 4 representing an aggregate principal amount of \$500,000,000 of the Notes, and (v) Certificate No. 5 representing an aggregate principal amount of \$250,000,000 of the Notes, heretofore delivered to you and duly executed by the Company and registered in the name of Cede & Co., as nominee of DTC in accordance with the Blanket Issuer Letter of Representations dated October 23, 2003, in the manner provided by the Indenture.

B. You are hereby requested to hold the Notes as custodian for DTC.

C. Concurrently with this Company Order, an Opinion of Counsel under Sections 102 and 303 of the Indenture is being delivered to you.

Officer's Certificate under Section 102 of the Indenture

The undersigned, Jennifer VanBelle, the Senior Vice President and Treasurer of the Company, does hereby certify that:

(1) I have read the relevant portions of the Indenture, including without limitation the conditions precedent provided for therein relating to the action proposed to be taken by the Trustee as requested in this Company Order and Officer's Certificate, and the definitions in the Indenture relating thereto;

(2) I have read the Board Resolutions and the Unanimous Written Consent of the Funding Committee of the Board of Directors of the Company and the Opinion of Counsel referred to above;

(3) I or individuals under my supervision have conferred with other officers of the Company, have examined such records of the Company and have made such other investigation as I deemed relevant for purposes of this certificate;

(4) in my opinion, I have made such examination or investigation as is necessary to enable me to express an informed opinion as to whether or not such conditions have been complied with;

(5) on the basis of the foregoing, I am of the opinion that all conditions precedent provided for in the Indenture relating to the action proposed to be taken by the Trustee as requested herein have been complied with; and

(6) the form and terms of the Notes have been established in conformity with the provisions of the Indenture.

[Signature Page Follows]

Kindly acknowledge receipt of this Company Order and Officer’s Certificate, including the documents listed herein, and confirm the arrangements set forth herein by signing and returning the copy of this document attached hereto. By signing below, the Trustee agrees to the terms and conditions set forth hereinabove.

Very truly yours,

Company Order:

GENERAL ELECTRIC COMPANY

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

Officer’s Certificate:

By: /s/ Jennifer VanBelle

Name: Jennifer VanBelle

Title: Senior Vice President and Treasurer

ATTEST:

By: /s/ Fred Robustelli

Name: Fred Robustelli

Title: Attesting Secretary

Acknowledged by Trustee:

By: /s/ Rita Duggan

Authorized Officer

[Company Order and Officer’s Certificate – 2050 Notes]

[Form of Note]

Exhibit 4.6

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

GENERAL ELECTRIC COMPANY

3.450% Note due 2027

No. []

\$[]

CUSIP No. 369604BV4

General Electric Company, a corporation duly organized and existing under the laws of the State of New York (herein called the “Company,” which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [] (\$[]) on May 1, 2027, and to pay interest thereon from April 22, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 1 and November 1 in each year, commencing November 1, 2020, at the rate of 3.450% per annum, until the principal hereof is paid or made available for payment. The amount of interest payable for any period shall be computed on the basis of twelve 30-day months and a 360-day year. In the event that any date on which interest is payable on this Security is not a Business Day, then a payment of the interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay) with the same force and effect as if made on the date the payment was originally payable. A “Business Day” shall mean, when used with respect to any Place of Payment, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or regulation to close. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is

registered at the close of business on the Regular Record Date for such interest, which shall be April 15 or October 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date, provided that interest payable at the Maturity of the principal hereof or on a Redemption Date shall be payable to the Person to whom the principal of this Security is paid. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Securities of this series may be listed or traded, and upon such notice as may be required by such exchange or automated quotation system, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Paying Agent maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated in writing by the Person entitled thereto as specified in the Security Register at least fifteen days prior to the relevant Interest Payment Date.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual, facsimile or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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

Dated: April 22, 2020

GENERAL ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

FORM OF REVERSE OF SECURITY

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of October 9, 2012 (herein called the “Indenture,” which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \$1,000,000,000; provided, however, that the authorized aggregate principal amount of the Securities of this series may be increased above such amount by a Board Resolution to such effect; and provided further, that additional Securities of this series may not be issued under the same CUSIP number unless such additional Securities and the original Securities of this series are fungible for U.S. federal income tax purposes; and provided further, that additional Securities of this series will rank equally and ratably with this series 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 Securities.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time prior to the Par Call Date, as a whole or in part, at the election of the Company, at a redemption price equal to the greater of (1) 100% of the principal amount of the Securities of this series to be redeemed; and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on the Securities of this series to be redeemed (exclusive of interest accrued and unpaid to, but not including, the Redemption Date) discounted to the Redemption Date on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus 45 basis points; plus, in either case, accrued and unpaid interest to, if any, but excluding, the Redemption Date.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time after the Par Call Date, as a whole or in part, at the election of the Company at a redemption price equal to 100% of the principal amount of such Securities to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

With respect to the foregoing, “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 Securities of this series to be redeemed (assuming that such Securities 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 Securities (assuming that such Securities 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 the Company. “Par Call Date” means March 1, 2027. “Reference Treasury Dealer” means each of BofA Securities, Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, BNP Paribas Securities Corp., an affiliate of Credit Suisse Securities (USA) LLC and Deutsche Bank Securities 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 the Company; provided, however, that if any of the foregoing or their affiliates ceases to be a Primary Treasury Dealer, the Company shall 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 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 Security of this series 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 Securities matured on the Par Call Date; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Securities, 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.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for satisfaction and discharge of the entire indebtedness of this Security upon compliance by the Company with certain conditions set forth in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of all series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected, treated as one class. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Company and the Security Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

This is one of the Securities of the series designated therein referred to in the within mentioned Indenture.

Date: April 22, 2020

The Bank of New York Mellon,

As Trustee

By:

Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

GENERAL ELECTRIC COMPANY

3.625% Note due 2030

No. []

\$[]

CUSIP No. 369604BW2

General Electric Company, a corporation duly organized and existing under the laws of the State of New York (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [] (\$[]) on May 1, 2030, and to pay interest thereon from April 22, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 1 and November 1 in each year, commencing November 1, 2020, at the rate of 3.625% per annum, until the principal hereof is paid or made available for payment. The amount of interest payable for any period shall be computed on the basis of twelve 30-day months and a 360-day year. In the event that any date on which interest is payable on this Security is not a Business Day, then a payment of the interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay) with the same force and effect as if made on the date the payment was originally payable. A "Business Day" shall mean, when used with respect to any Place of Payment, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or regulation to close. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be April 15 or October 15 (whether or not a Business Day), as the case may be, immediately

preceding such Interest Payment Date, provided that interest payable at the Maturity of the principal hereof or on a Redemption Date shall be payable to the Person to whom the principal of this Security is paid. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Securities of this series may be listed or traded, and upon such notice as may be required by such exchange or automated quotation system, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Paying Agent maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated in writing by the Person entitled thereto as specified in the Security Register at least fifteen days prior to the relevant Interest Payment Date.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual, facsimile or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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

Dated: April 22, 2020

GENERAL ELECTRIC COMPANY

By: _____

Name:

Title:

Attest: _____

Name:

Title:

FORM OF REVERSE OF SECURITY

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of October 9, 2012 (herein called the “Indenture,” which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \$1,250,000,000; provided, however, that the authorized aggregate principal amount of the Securities of this series may be increased above such amount by a Board Resolution to such effect; and provided further, that additional Securities of this series may not be issued under the same CUSIP number unless such additional Securities and the original Securities of this series are fungible for U.S. federal income tax purposes; and provided further, that additional Securities of this series will rank equally and ratably with this series 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 Securities.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time prior to the Par Call Date, as a whole or in part, at the election of the Company, at a redemption price equal to the greater of (1) 100% of the principal amount of the Securities of this series to be redeemed; and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on the Securities of this series to be redeemed (exclusive of interest accrued and unpaid to, but not including, the Redemption Date) discounted to the Redemption Date on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus 45 basis points; plus, in either case, accrued and unpaid interest to, if any, but excluding, the Redemption Date.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time after the Par Call Date, as a whole or in part, at the election of the Company at a redemption price equal to 100% of the principal amount of such Securities to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

With respect to the foregoing, “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 Securities of this series to be redeemed (assuming that such Securities 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 Securities (assuming that such Securities 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 the Company. “Par Call Date” means February 1, 2030. “Reference Treasury Dealer” means each of BofA Securities, Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, BNP Paribas Securities Corp., an affiliate of Credit Suisse Securities (USA) LLC and Deutsche Bank Securities 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 the Company; provided, however, that if any of the foregoing or their affiliates ceases to be a Primary Treasury Dealer, the Company shall 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 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 Security of this series 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 Securities matured on the Par Call Date; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Securities, 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.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for satisfaction and discharge of the entire indebtedness of this Security upon compliance by the Company with certain conditions set forth in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of all series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected, treated as one class. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Company and the Security Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

This is one of the Securities of the series designated therein referred to in the within mentioned Indenture.

Date: April 22, 2020

The Bank of New York Mellon,

As Trustee

By:

Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

GENERAL ELECTRIC COMPANY

4.250% Note due 2040

No. []

\$[]

CUSIP No. 369604BX0

General Electric Company, a corporation duly organized and existing under the laws of the State of New York (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [] (\$[]) on May 1, 2040, and to pay interest thereon from April 22, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 1 and November 1 in each year, commencing November 1, 2020, at the rate of 4.250% per annum, until the principal hereof is paid or made available for payment. The amount of interest payable for any period shall be computed on the basis of twelve 30-day months and a 360-day year. In the event that any date on which interest is payable on this Security is not a Business Day, then a payment of the interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay) with the same force and effect as if made on the date the payment was originally payable. A "Business Day" shall mean, when used with respect to any Place of Payment, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or regulation to close. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be April 15 or October 15 (whether or not a Business Day), as the case may be, immediately

preceding such Interest Payment Date, provided that interest payable at the Maturity of the principal hereof or on a Redemption Date shall be payable to the Person to whom the principal of this Security is paid. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Securities of this series may be listed or traded, and upon such notice as may be required by such exchange or automated quotation system, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Paying Agent maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated in writing by the Person entitled thereto as specified in the Security Register at least fifteen days prior to the relevant Interest Payment Date.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual, facsimile or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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

Dated: April 22, 2020

GENERAL ELECTRIC COMPANY

By: _____

Name:

Title:

Attest: _____

Name:

Title:

FORM OF REVERSE OF SECURITY

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of October 9, 2012 (herein called the “Indenture,” which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \$1,500,000,000; provided, however, that the authorized aggregate principal amount of the Securities of this series may be increased above such amount by a Board Resolution to such effect; and provided further, that additional Securities of this series may not be issued under the same CUSIP number unless such additional Securities and the original Securities of this series are fungible for U.S. federal income tax purposes; and provided further, that additional Securities of this series will rank equally and ratably with this series 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 Securities.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time prior to the Par Call Date, as a whole or in part, at the election of the Company, at a redemption price equal to the greater of (1) 100% of the principal amount of the Securities of this series to be redeemed; and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on the Securities of this series to be redeemed (exclusive of interest accrued and unpaid to, but not including, the Redemption Date) discounted to the Redemption Date on a semiannual basis, assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate (as defined below) plus 45 basis points; plus, in either case, accrued and unpaid interest to, if any, but excluding, the Redemption Date.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time after the Par Call Date, as a whole or in part, at the election of the Company at a redemption price equal to 100% of the principal amount of such Securities to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

With respect to the foregoing, “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 Securities of this series to be redeemed (assuming that such Securities 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 Securities (assuming that such Securities 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 the Company. “Par Call Date” means November 1, 2039. “Reference Treasury Dealer” means each of BofA Securities, Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, BNP Paribas Securities Corp., an affiliate of Credit Suisse Securities (USA) LLC and Deutsche Bank Securities 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 the Company; provided, however, that if any of the foregoing or their affiliates ceases to be a Primary Treasury Dealer, the Company shall 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 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 Security of this series 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 Securities matured on the Par Call Date; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Securities, 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.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for satisfaction and discharge of the entire indebtedness of this Security upon compliance by the Company with certain conditions set forth in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of all series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected, treated as one class. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Company and the Security Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

This is one of the Securities of the series designated therein referred to in the within mentioned Indenture.

Date: April 22, 2020

The Bank of New York Mellon,

As Trustee

By:

Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Company or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

THIS SECURITY IS A GLOBAL SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY OR A NOMINEE OF A DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY.

GENERAL ELECTRIC COMPANY

4.350% Note due 2050

No. []

\$[]

CUSIP No. 369604BY8

General Electric Company, a corporation duly organized and existing under the laws of the State of New York (herein called the "Company," which term includes any successor Person under the Indenture hereinafter referred to), for value received, hereby promises to pay to CEDE & CO., or registered assigns, the principal sum of [] (\$[]) on May 1, 2050, and to pay interest thereon from April 22, 2020 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semiannually on May 1 and November 1 in each year, commencing November 1, 2020, at the rate of 4.350% per annum, until the principal hereof is paid or made available for payment. The amount of interest payable for any period shall be computed on the basis of twelve 30-day months and a 360-day year. In the event that any date on which interest is payable on this Security is not a Business Day, then a payment of the interest payable on such date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay) with the same force and effect as if made on the date the payment was originally payable. A "Business Day" shall mean, when used with respect to any Place of Payment, each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in that Place of Payment are authorized or obligated by law or regulation to close. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be April 15 or October 15 (whether or not a Business Day), as the case may be, immediately

preceding such Interest Payment Date, provided that interest payable at the Maturity of the principal hereof or on a Redemption Date shall be payable to the Person to whom the principal of this Security is paid. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange or automated quotation system on which the Securities of this series may be listed or traded, and upon such notice as may be required by such exchange or automated quotation system, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and interest on this Security will be made at the office or agency of the Paying Agent maintained for that purpose in the Borough of Manhattan, The City of New York, in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that at the option of the Company payment of interest may be made (i) by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register or (ii) by wire transfer in immediately available funds at such place and to such account as may be designated in writing by the Person entitled thereto as specified in the Security Register at least fifteen days prior to the relevant Interest Payment Date.

Reference is hereby made to the further provisions of this Security set forth on the reverse hereof, which further provisions shall for all purposes have the same effect as if set forth at this place.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual, facsimile or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

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

Dated: April 22, 2020

GENERAL ELECTRIC COMPANY

By: _____

Name: _____

Title: _____

Attest: _____

Name: _____

Title: _____

FORM OF REVERSE OF SECURITY

This Security is one of a duly authorized issue of securities of the Company (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of October 9, 2012 (herein called the “Indenture,” which term shall have the meaning assigned to it in such instrument), between the Company and The Bank of New York Mellon, as Trustee (herein called the “Trustee,” which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Company, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. Capitalized terms used but not defined herein shall have the meanings assigned to them in the Indenture. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \$2,250,000,000; provided, however, that the authorized aggregate principal amount of the Securities of this series may be increased above such amount by a Board Resolution to such effect; and provided further, that additional Securities of this series may not be issued under the same CUSIP number unless such additional Securities and the original Securities of this series are fungible for U.S. federal income tax purposes; and provided further, that additional Securities of this series will rank equally and ratably with this series 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 Securities.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time prior to the Par Call Date, as a whole or in part, at the election of the Company, at a redemption price equal to the greater of (1) 100% of the principal amount of the Securities of this series to be redeemed; and (2) the sum of the present values of the Remaining Scheduled Payments (as defined below) on the Securities of this series to be redeemed (exclusive of interest accrued and unpaid to, but not including, the Redemption Date) discounted to the Redemption Date 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; plus, in either case, accrued and unpaid interest to, if any, but excluding, the Redemption Date.

The Securities of this series are subject to redemption on at least 10 days’, but not more than 60 days’, notice by mail, at any time and from time to time after the Par Call Date, as a whole or in part, at the election of the Company at a redemption price equal to 100% of the principal amount of such Securities to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date.

With respect to the foregoing, “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 Securities of this series to be redeemed (assuming that such Securities 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 Securities (assuming that such Securities 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 the Company. “Par Call Date” means November 1, 2049. “Reference Treasury Dealer” means each of BofA Securities, Inc., J.P. Morgan Securities LLC, Morgan Stanley & Co. LLC, BNP Paribas Securities Corp., an affiliate of Credit Suisse Securities (USA) LLC and Deutsche Bank Securities 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 the Company; provided, however, that if any of the foregoing or their affiliates ceases to be a Primary Treasury Dealer, the Company shall 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 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 Security of this series 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 Securities matured on the Par Call Date; provided, however, that, if such Redemption Date is not an Interest Payment Date with respect to such Securities, 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.

In the event of redemption of this Security in part only, a new Security or Securities of this series and of like tenor for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.

The Indenture contains provisions for satisfaction and discharge of the entire indebtedness of this Security upon compliance by the Company with certain conditions set forth in the Indenture.

The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Security or certain covenants and Events of Default with respect to this Security, in each case upon compliance with certain conditions set forth in the Indenture.

If an Event of Default with respect to the Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Company and the rights of the Holders of the Securities of all series to be affected under the Indenture at any time by the Company and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected, treated as one class. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities of each series at the time Outstanding, on behalf of the Holders of all Securities of such series, to waive compliance by the Company with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

As provided in and subject to the provisions of the Indenture, the Holder of this Security shall not have the right to institute any proceeding with respect to the Indenture or for the appointment of a receiver or trustee or for any other remedy thereunder, unless such Holder shall have previously given the Trustee written notice of a continuing Event of Default with respect to the Securities of this series, the Holders of not less than 25% in principal amount of the Securities of this series at the time Outstanding shall have made written request to the Trustee to institute proceedings in respect of such Event of Default as Trustee and offered the Trustee reasonable indemnity, the Trustee shall not have received from the Holders of a majority in principal amount of Securities of this series at the time Outstanding a direction inconsistent with such request, and the Trustee shall have failed to institute any such proceeding, for 60 days after receipt of such notice, request and offer of indemnity. The foregoing shall not apply to any suit instituted by the Holder of this Security for the enforcement of any payment of principal hereof or any premium or interest hereon on or after the respective due dates expressed or provided for herein.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and any premium and interest on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Company in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees. No service charge shall be made for any such registration of transfer or exchange, but the Company and the Security Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Company, the Trustee and any agent of the Company or the Trustee may treat the Person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and neither the Company, the Trustee nor any such agent shall be affected by notice to the contrary.

The Securities of this series are issuable only in registered form without coupons in denominations of \$2,000 and any integral multiples of \$1,000 in excess thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series and of like tenor of a different authorized denomination, as requested by the Holder surrendering the same.

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture.

THE INDENTURE AND THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES THEREOF.

This is one of the Securities of the series designated therein referred to in the within mentioned Indenture.

Date: April 22, 2020

The Bank of New York Mellon,

As Trustee

By:

Authorized Signatory

April 22, 2020
General Electric Company
5 Necco Street
Boston, MA 02210

Re: General Electric Company
Registration Statement on Form S-3 (File No. 333-229886)

Ladies and Gentlemen:

We have acted as counsel to General Electric Company, a New York corporation (the "Company") in connection with the preparation and filing with the Securities and Exchange Commission (the "Commission") of a Registration Statement on Form S-3, File No. 333-229886 (the "Registration Statement"), under the Securities Act of 1933, as amended (the "Securities Act"), the prospectus included therein, the prospectus supplement, dated April 13, 2020, filed with the Commission on April 15, 2020 pursuant to Rule 424(b) of the Securities Act (the "Prospectus Supplement"), and the offering by the Company pursuant thereto of \$1,000,000,000 aggregate principal amount of the Company's 3.450% Notes due 2027 (the "2027 Notes"), \$1,250,000,000 aggregate principal amount of the Company's 3.625% Notes due 2030 (the "2030 Notes"), \$1,500,000,000 aggregate principal amount of the Company's 4.250% Notes due 2040 (the "2040 Notes") and \$2,250,000,000 aggregate principal amount of the Company's 4.350% Notes due 2050 (the "2050 Notes") and together with the 2027 Notes, the 2030 Notes and the 2040 Notes, the "Notes").

The Notes have been issued pursuant to the senior note indenture, dated as of October 9, 2012 (the "Base Indenture"), between the Company and The Bank of New York Mellon, as trustee (the "Trustee"), as supplemented by the company orders, dated April 22, 2020, relating to the Notes (the "Company Orders") and officer's certificates, dated April 22, 2020, relating to the Notes (the "Officer's Certificates") and together with the Company Orders and Base Indenture, the "Indenture") between the Company and the Trustee.

In arriving at the opinion 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 Base Indenture, the Company Orders and Officer's Certificates and the Notes and such other documents, corporate records, certificates of officers of the Company and of public officials and other instruments as we have deemed necessary or advisable to enable us to render this opinion. 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 this opinion, we have relied to the extent we deemed appropriate and without independent investigation upon statements and representations of officers and other representatives of the Company and others.

General Electric Company

April 22, 2020

Page 2

Based upon the foregoing, and subject to the assumptions, exceptions, qualifications and limitations set forth herein, we are of the opinion that the Notes are legal, valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinion expressed above is 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 New York Business Corporation Law. This opinion is limited to the effect of the current state of the laws of the State of New York and the New York Business Corporation Law 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. The opinion above is 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.

C. 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 waiving the right to object to venue in any court; or (iv) any agreement to submit to the jurisdiction of any Federal court; (v) any waiver of the right to jury trial.

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 captions "Validity of the Securities" and "Validity of the Notes" in the Registration Statement and the Prospectus Supplement, respectively. 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
