

GENERAL ELECTRIC CO
 Form 424B5
 May 13, 2016

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 (File No. 333-209821)

Title of each class of securities to be registered	Amount to be Registered (1)	Proposed maximum offering price per unit (2)	Proposed maximum aggregate offering price (2)	Amount of registration fee (2) (3)
Common Stock, par value \$0.06 per share	1,000,000	\$29.87	\$29,870,000	\$3,007.91

- (1) Pursuant to Rule 416(a) under the Securities Act of 1933, as amended (the Securities Act), this prospectus supplement also registers such additional shares of Common Stock that become available under the General Electric Stock-Based Compensation and Incentive Plan for Consultants, Advisors and Independent Contractors in connection with changes in the number of outstanding Common Stock because of events such as recapitalizations, stock dividends, stock splits and reverse stock splits, and any other securities with respect to which the outstanding shares are converted or exchanged.
- (2) Estimated solely for the purpose of calculating the registration fee. This registration fee has been calculated pursuant to Rule 457(h)(1) and Rule 457(c) of the Securities Act, based upon the average of the high and low prices of General Electric Company's Common Stock, par value \$0.06 per share, on May 9, 2016, as reported by the New York Stock Exchange, which was \$29.87.
- (3) Calculated pursuant to Rule 457(r) under the Securities Act.

PROSPECTUS SUPPLEMENT TO PROSPECTUS DATED FEBRUARY 29, 2016

GENERAL ELECTRIC COMPANY
1,000,000 Shares of Common Stock

General Electric Company, a New York corporation (GE), is offering an aggregate of 1,000,000 shares of its common stock to eligible participants in the General Electric Stock-Based Compensation and Incentive Plan for Consultants, Advisors and Independent Contractors (the Plan), pursuant to the terms and conditions of the Plan, as described in this prospectus supplement. GE common stock trades on The New York Stock Exchange under the symbol GE. On May 9, 2016, the closing market price for a share of GE common stock was \$29.87.

This prospectus supplement replaces and supersedes all earlier dated prospectuses relating to the Plan. This prospectus supplement should be read in conjunction with the prospectus dated February 29, 2016 which is attached at the end of this document.

Neither the Securities and Exchange Commission (the SEC) nor any state securities commission has approved these securities or passed upon the adequacy of this prospectus supplement or the accompanying prospectus dated February 29, 2016. Any representation to the contrary is a criminal offense.

This document dated May 13, 2016 constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended (the Securities Act).

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INTRODUCTION

This prospectus supplement relates to shares of Common Stock, par value \$0.06, of GE (referred to in this prospectus supplement as the Shares), which may be offered and sold to certain consultants, independent contractors and similar non-employees of GE who provide services to GE, pursuant to the terms and conditions of the Plan.

The Plan was originally adopted by GE's Board of Directors on March 14, 1997, and will terminate upon the issuance of all of the Shares reserved for issuance under the Plan, unless it is earlier terminated by GE's Board of Directors.

The Plan is not qualified under the Internal Revenue Code of 1986, as amended (the Code). The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA).

We will not receive any cash proceeds for securities granted in consideration for services pursuant to the Plan.

GE will provide this prospectus supplement to all individuals who are selected to participate in the Plan. This prospectus supplement contains only a summary of the more significant provisions of the Plan. To make this summary as clear and understandable as possible, some of the rules of the Plan are described in abbreviated form and not all the detailed provisions of the Plan are described herein. The rights and benefits under the Plan will be governed by the provisions of the Plan document, as well as applicable laws and regulations, and not by this prospectus supplement. If there is any conflict between this prospectus supplement and the official text of the Plan, the official text of the Plan will control.

When making important decisions based upon the provisions of the Plan, you should consult the actual Plan document. The Plan document is readily available at no charge from GE, by contacting GE Corporate Investor Communications, 3135 Easton Turnpike, Fairfield, Connecticut 06828 (telephone (203) 373-2211).

GE has its principal office at 3135 Easton Turnpike, Fairfield, Connecticut, 06828. Our telephone number is (203) 373-2211.

No one can predict the future value of any stock, and investment in a single security is inherently subject to greater risk than diversified investments. You should carefully and periodically evaluate your investments in GE's common stock to ensure that the amount of your investment is appropriate for your individual financial situation.

TERMS OF THE PLAN

The following is a summary description of the GE Stock-Based Compensation and Incentive Plan for Consultants, Advisors and Independent Contractors. You should carefully review the full text of the Plan document for more complete information.

General.

The purpose of the Plan is to make stock-based compensation available to consultants, independent contractors and similar non-employees of GE who provide services to GE, to align such individuals' interests with those of GE's shareowners. Each individual to whom a grant has been or will be made has been or will be furnished a copy of the Plan. Any individual who renders services to GE or its affiliates is eligible to participate in the Plan, in the discretion of the Committee that administers the Plan.

To date, all awards under the plan have been in the form of either (1) restricted stock units (referred to in this prospectus supplement as RSUs) or (2) stock options (referred to in this prospectus supplement as Options) that are not intended to qualify as incentive stock options under Section 422 of the Internal Revenue Code of 1986, as amended. Options and RSUs are referred to in this prospectus supplement collectively as Awards.

Administration.

The Plan will be administered by the Management Development and Compensation Committee of GE's Board of Directors (referred to in this prospectus supplement as the Committee). Subject to certain limitations, the Committee will have full authority and discretion to take any actions it deems necessary or advisable for the administration of the Plan. All actions taken by the Committee with respect to the Plan will be final, binding and conclusive on all persons.

Option Provisions.

Each Option will be subject to the terms of the Plan and will be evidenced by an agreement between the participant and GE (each such agreement referred to in this prospectus supplement as a Stock Option Agreement). The provisions of each Option need not be identical. Each participant is referred to the Plan and his or her Stock Option Agreement for a complete statement of the terms and provisions of his or her Options.

Term. The term of each Option granted under the Plan will be fixed by the Committee in its sole discretion.

Exercise Price. Each Stock Option Agreement will specify the per share exercise price of such award. The exercise price will be determined by the Committee in its sole discretion *provided* that the exercise price of an Option may not be less than 100% of the market value of a Share on the date of grant.

Exercisability. Each Stock Option Agreement will specify the date when all or any installment of an Option is to become exercisable. The exercisability provisions will be determined by the Committee in its sole discretion.

Effect of Termination of Service with GE. In the event a participant's service with GE terminates, the participant may exercise an Option (to the extent that the participant was entitled to exercise such Option as of the date of termination) for such period of time, if any, as determined by the Committee and set forth in the applicable Stock Option Agreement.

Transferability of Options. Generally, Options will not be transferable and may only be exercised by the applicable participant to whom the Option was granted during the lifetime of the participant or by the participant's guardian or legal representative.

Method of Payment. The exercise price of an Option granted under the Plan must be paid in cash, stock, other awards granted under the Plan, other property or any combination thereof, in each case, as determined by the Committee.

No Shareowner Rights. No participant will become the owner of any Shares subject to an Option, or have any of the rights that a holder of such Shares would have, until the participant has exercised the Option (or portion thereof) and GE has issued such Shares to the participant.

Restrictions on Exercise. The issuance of Shares to a participant under an Option is subject to GE meeting all requirements imposed by applicable laws, rules and regulations and by the New York Stock Exchange. GE may require that each participant take reasonable action to comply with any such requirements prior to issuing any Shares.

Restricted Stock Unit Provisions.

Each RSU will be subject to the terms of the Plan and will be evidenced by an agreement between the participant and GE (each such agreement referred to in this prospectus supplement as a RSU Award Agreement). RSUs are unsecured promises to issue Shares at the time specific conditions are met. The provisions of each RSU need not be identical. Each participant is referred to the Plan and his or her RSU Award Agreement for a complete statement of the terms and provisions of his or her RSUs.

Vesting. Each RSU Award Agreement will specify the date when all or any installment of an RSU is to become vested. The vesting provisions will be determined by the Committee in its sole discretion.

Effect of Termination of Service with GE. The Committee will determine the effect, if any, on RSUs of a termination of a participant's service with GE.

Transferability of RSUs. Generally, RSUs will not be transferable.

No Shareowner Rights. No participant will become the owner of any Shares subject to an RSU, or have any of the rights that a holder of such Shares would have, until the RSUs (or portion thereof) have vested and GE has issued such Shares to the participant; provided, however, the Committee may provide that participants are entitled to dividends or dividend equivalents with respect to such Shares.

Shares Subject to the Plan.

Share Limitation. Generally, the maximum number of Shares with respect to which Awards may be granted under the Plan is 30,000,000.

Reversion of Shares to the Share Reserve. If any Award expires, is cancelled or forfeited or otherwise terminates, in whole or in part, without having been exercised or settled in full, the Shares not acquired under such Award will revert to and again become available for issuance under the Plan.

Miscellaneous.

No Retention Rights. Neither the Plan nor any Award provides a participant with any right to continued service with GE.

Adjustments upon Changes in Stock. In the event of any merger, consolidation, reorganization, recapitalization, stock dividend, stock split, exchange of stock or other change in corporate structure, the Committee shall equitably adjust the number of Shares that may be granted under the Plan, the number of Shares subject to outstanding Awards granted under the Plan and the exercise price payable upon exercise of outstanding Awards granted under the Plan.

Termination or Suspension of the Plan.

Right to Amend or Terminate the Plan. GE's Board of Directors may, at any time, and for any reason, amend, suspend or terminate the Plan; provided that any amendment to the Plan shall be subject to shareowner approval to the extent such approval is required.

Plan Term. Unless sooner terminated, the Plan will terminate upon the issuance of all of the Shares reserved for issuance under the Plan, unless it is earlier terminated by GE's Board of Directors. No Awards may be granted under the Plan after it is terminated.

Effect of Amendment or Termination. No amendment or termination of the Plan will adversely affect any Options previously granted under the Plan without the consent of the holder thereof.

USE OF PROCEEDS

We will not receive any cash proceeds for securities granted in consideration for services pursuant to the Plan.

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FEDERAL INCOME TAX CONSIDERATIONS

The following is a brief description of the Federal income tax treatment generally applicable to GE and participants in the Plan, based on the Federal income tax laws in effect on the date hereof. The following discussion is limited to certain federal income tax rules relevant to GE and to individuals who are citizens or residents of the United States. Except as described below, no information is being provided herein with respect to employment, estate, inheritance, state, local or foreign laws. **YOU ARE URGED TO CONSULT WITH YOUR TAX ADVISOR WITH RESPECT TO THE FEDERAL, STATE, LOCAL, FOREIGN AND OTHER TAX CONSEQUENCES RELATING TO PARTICIPATION IN THE PLAN.**

Options granted under the Plan will not qualify for treatment as incentive stock options and are referred to as nonqualified stock options. The grant of a nonqualified stock option is generally not a taxable event for the participant. Upon exercise of a nonqualified stock option, the participant will generally recognize ordinary income in an amount equal to the excess of the fair market value of the shares on the date of exercise over the exercise price, and GE will generally be entitled to a deduction equal to such amount. A subsequent sale of the shares will give rise to capital gain or loss equal to the difference between the sale price and the sum of the exercise price paid with respect to the shares plus the ordinary income recognized with respect to the shares. Any capital gain or loss on the subsequent disposition of shares acquired through the exercise of a nonqualified stock option will be taxable as a long-term or short-term capital gain or loss, depending on the holding period of the shares.

Participants are responsible for the tax liability incurred in connection with an award of an option. GE is generally not required to, and does not, withhold any U.S. income tax upon exercise of the option for participants who are not employees of GE.

Generally, the grant of an RSU is not a taxable event to the participant. Participants generally will not recognize taxable ordinary income until the shares subject to the RSU are issued to the participant free of any restrictions. The participant will recognize ordinary income in an amount equal to the excess of the fair market value of the shares at the time or time(s) the shares are issued over the amount, if any, paid for the shares. GE will generally be entitled to a tax deduction for the same amount. A subsequent sale of the shares that a participant receives in connection with an RSU generally will give rise to capital gain or loss equal to the difference between the sale price and the sum of the purchase price paid for the shares plus the ordinary income recognized with respect to the shares. Any capital gain or loss on the subsequent disposition of shares acquired through an RSU award will be taxable as long-term or short-term capital gain or loss, depending on the holding period of the shares.

Participants are responsible for the tax liability incurred in connection with an award of RSUs. GE is generally not required to, and does not, withhold any U.S. income tax upon the issuance of shares under an RSU for participants who are not employees of GE.

SECURITIES LAW MATTERS

GE's insiders—certain officers, directors and 10% shareowners—must report the acquisition or disposition of awards granted or sold to them under the plan on forms filed under Section 16(a) of the Securities Exchange Act of 1934. Insiders must also report the exercise of options under Section 16(a). Insiders must generally file these reports within two business days of the reportable transaction. These transactions may be subject to the provisions of Section 16(b), under which a purchase of shares of common stock within six months before or after a sale of shares of common stock can result in recovery by us of all or a portion of any amount by which the sale proceeds exceed the purchase price. Rules adopted under Section 16(b), including Rule 16b-3, may exempt certain transactions from these reporting or liability obligations. **Officers, directors and 10% shareowners should consult their counsel regarding the application and consequences of Section 16(a) and 16(b) prior to engaging in any transaction in our common stock or options.**

Resales of shares of GE's common stock purchased upon the exercise of Options or issued under an RSU by any person who has a control relationship with us or is otherwise considered an affiliate of GE within the meaning of the Securities Act may be restricted under the provisions of the Securities Act and the rules and regulations of the SEC, including Rule 144. If a participant owns Shares issued under the Plan and is not an affiliate within the meaning of the Securities Act, the participant may resell the shares in any way permitted by law and the Plan. If a participant is an affiliate of GE, the participant may sell or transfer these shares only in accordance with the provisions of Rule 144 under the Securities Act, under an effective registration statement covering resales or under an effective exemption from the Securities Act's registration requirement. If a participant is an affiliate of GE, the participant may not use this prospectus supplement to reoffer or resell shares the participant obtained under the Plan.

VALIDITY OF THE SECURITIES

Gibson, Dunn & Crutcher LLP, New York, New York, will provide opinions regarding the validity of the securities offered hereby.

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PROSPECTUS

General Electric Company

Debt Securities

Preferred Stock

Common Stock

Warrants to Purchase Securities

Delayed Delivery Contracts

Guarantees

We may offer from time to time:

- senior or subordinated debt securities,
- shares of our preferred stock, par value \$1.00 per share,
- shares of our common stock, par value \$0.06 per share,
- warrants to purchase any of the other securities that may be sold under this prospectus,
- delayed delivery contracts for the purchase or sale of certain specified securities, and
- senior or subordinated guarantees.

We will provide specific terms of any offering in supplements to this prospectus. The securities may be offered separately or together in any combination and as separate series. You should read this prospectus and any prospectus supplement carefully before you invest.

Our common stock is listed on the New York Stock Exchange under the symbol GE.

The mailing address of our principal executive offices is 3135 Easton Turnpike, Fairfield, Connecticut 06828. Our telephone number is 203-373-2211.

Investing in our securities involves risk. See Risk Factors on page 3 of this prospectus.

These securities have not been approved by the Securities and Exchange Commission or any State securities commission, nor have these organizations determined that this prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

We may sell these securities on a continuous or delayed basis directly, through agents, dealers or underwriters as designated from time to time, or through a combination of these methods. We reserve the sole right to accept, and together with any agents, dealers and underwriters, reserve the right to reject, in whole or in part, any proposed purchase of securities. If any agents, dealers or underwriters are involved in the sale of any securities, the applicable prospectus supplement will set forth any applicable commissions or discounts. Our net proceeds from the sale of securities also will be set forth in the applicable prospectus supplement.

Prospectus dated February 29, 2016.

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ABOUT THIS PROSPECTUS

This prospectus is part of a shelf registration statement that we have filed with the Securities and Exchange Commission (the SEC). By using a shelf registration statement, we may sell, at any time and from time to time, in one or more offerings, any combination of the securities described in this prospectus. For further information about our business and the securities, you should refer to the registration statement and its exhibits. The exhibits to our registration statement contain the full text of certain contracts and other important documents we have summarized in this prospectus. Since these summaries may not contain all the information that you may find important in deciding whether to purchase the securities we offer, you should review the full text of these documents. The registration statement and the exhibits can be obtained from the SEC as indicated under the heading Where You Can Find More Information.

This prospectus provides you with only a general description of the securities we may offer. Each time we sell securities, we will file with the SEC a prospectus supplement that contains specific information about the terms of those securities. The prospectus supplement may also add, update or change information contained in this prospectus. You should read both this prospectus and any prospectus supplement together with the additional information described below under the heading Where You Can Find More Information.

We have not authorized anyone to provide any information other than that contained or incorporated by reference in this prospectus or in any free writing prospectus prepared by or on behalf of us or to which we have referred you. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information contained in or incorporated by reference in this prospectus or a prospectus supplement is accurate as of any date other than their respective dates.

Except as otherwise indicated, references in this prospectus to GE, we, us and our refer to General Electric Company and its subsidiaries.

WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public from the SEC's web site at <http://www.sec.gov>. You may also read and copy any document we file at the SEC's public reference room in Washington, D.C. located at 100 F Street, N.E., Washington D.C. 20549. Please call the SEC at 1-800-SEC-0330 for further information on the public reference room. Our common stock is listed and traded on the New York Stock Exchange (the NYSE). You may also inspect the information we file with the SEC at the NYSE's offices at 20 Broad Street, New York, New York 10005. Information about us, including our SEC filings, is also available at our Internet site at <http://www.ge.com>. However, the information on our Internet site is not a part of this prospectus or any prospectus supplement.

The SEC allows us to incorporate by reference into this prospectus the information in other documents that we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information in documents that we file later with the SEC will automatically update and supersede information contained in documents filed earlier with the SEC or contained in this prospectus. We incorporate by reference in this prospectus the documents listed below and any future filings that we may make with the SEC under Sections 13(a), 13(c), 14, or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), prior to the termination of the offering under this prospectus; provided, however, that we are not incorporating, in each case, any documents or information deemed to have been furnished and not filed in accordance with SEC rules:

The Annual Report on Form 10-K for the fiscal year ended December 31, 2015 that we filed with the SEC on February 26, 2016;

The Current Reports on Form 8-K that we filed with the SEC on January 20, 2016, January 26, 2016 and February 3, 2016; and

The description of our common stock contained in our Registration Statement on Form 8-A filed pursuant to Section 12(b) of the Exchange Act including any amendment or report updating such description.

You may request a copy of any or all of the documents referred to above which may have been or may be incorporated by reference into this prospectus (excluding certain exhibits to the documents) at no cost to you by writing or telephoning us at the following address:

General Electric Company
3135 Easton Turnpike
Fairfield, Connecticut 06828
Attn: Investor Communications
(203) 373-2211

FORWARD-LOOKING STATEMENTS

This document contains forward-looking statements that is, statements related to future, not past, events. In this context, forward-looking statements often address our expected future business and financial performance and financial condition, and often contain words such as expect, anticipate, intend, plan, believe, seek, see, will, would, or target. Forward-looking statements by their nature address matters that are subject to a number of risks and uncertainties, including but not limited to: changes in demand; changes in market conditions; changes in regulatory requirements; changes in technology; changes in the competitive environment; changes in the economic environment; changes in the political environment; changes in the legal environment; changes in the tax environment; changes in the financial environment; changes in the credit environment; changes in the energy environment; changes in the environmental, social and governance environment; changes in the labor environment; changes in the supply chain environment; changes in the customer environment; changes in the distribution environment; changes in the sales environment; changes in the marketing environment; changes in the research and development environment; changes in the intellectual property environment; changes in the litigation environment; changes in the cybersecurity environment; changes in the data privacy environment; changes in the information security environment; changes in the operational environment; changes in the financial services environment; changes in the industrial environment; changes in the infrastructure environment; changes in the transportation environment; changes in the healthcare environment; changes in the pharmaceutical environment; changes in the biotechnology environment; changes in the aerospace environment; changes in the defense environment; changes in the government environment; changes in the public sector environment; changes in the private sector environment; changes in the non-profit environment; changes in the environmental, social and governance environment; changes in the labor environment; changes in the supply chain environment; changes in the customer environment; changes in the distribution environment; changes in the sales environment; changes in the marketing environment; changes in the research and development environment; changes in the intellectual property environment; changes in the litigation environment; changes in the cybersecurity environment; changes in the data privacy environment; changes in the information security environment; changes in the operational environment; changes in the financial services environment; changes in the industrial environment; changes in the infrastructure environment; changes in the transportation environment; changes in the healthcare environment; changes in the pharmaceutical environment; changes in the biotechnology environment; changes in the aerospace environment; changes in the defense environment; changes in the government environment; changes in the public sector environment; changes in the private sector environment; changes in the non-profit environment. For us, particular uncertainties that could cause our actual results to be materially different than those expressed in our forward-looking statements include: obtaining (or the timing of obtaining) any required regulatory reviews or approvals or any other consents or approvals associated with our announced plan to reduce the size of our financial services businesses; our ability to complete incremental asset sales as part of that plan in a timely manner (or at all) and at the prices we have assumed; our ability to reduce costs as we execute that plan; changes in law, economic and financial conditions, including interest and exchange rate volatility, commodity and equity prices and the value of financial assets, including the impact of these conditions on our ability to sell or the value of incremental assets to be sold as part of our announced plan to reduce the size of our financial services businesses as well as other aspects of that plan; the impact of conditions in the financial and credit markets on the availability and cost of GE Capital Global Holdings, LLC's (GE Capital) funding, and GE Capital's exposure to counterparties; the impact of conditions in the housing market and unemployment rates on the level of commercial and consumer credit defaults; pending and future mortgage loan repurchase claims and other litigation claims in connection with WMC, which may affect our estimates of liability, including possible loss estimates; our ability to maintain our current credit rating and the impact on our funding costs and competitive position if we do not do so; the adequacy of our cash flows and earnings and other conditions which may affect our ability to pay our quarterly dividend at the planned level or to repurchase shares at planned levels; GE Capital's ability to pay dividends to GE at the planned level, which may be affected by GE Capital's cash flows and earnings, financial services regulation and oversight, and other factors; our ability to convert pre-order commitments/wins into orders/bookings; the price we realize on orders/bookings since commitments/wins are stated at list prices; customer actions or developments such as early aircraft retirements or reduced energy demand and other factors that may affect the level of demand and financial performance of the major industries and customers we serve; the effectiveness of our risk management framework; the impact of regulation and regulatory, investigative and legal proceedings and legal compliance risks, including the impact of financial services regulation and litigation; our capital allocation plans, as such plans may change including with respect to the timing and size of share repurchases, acquisitions, joint ventures, dispositions and other strategic actions; our success in completing, including obtaining regulatory approvals for, announced transactions, such as the Appliances disposition and our announced plan and transactions to reduce the size of our financial services businesses; our success in integrating acquired businesses and operating joint ventures; our ability to realize anticipated earnings and savings from announced transactions, acquired businesses and joint ventures; the impact of potential information technology or data security breaches; and the other factors that are described in Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2015. These or other uncertainties may cause our actual future results to be materially different than those expressed in our forward-looking statements. We do not undertake to update our forward-looking statements.

THE COMPANY

We are a global digital industrial company, transforming industry with software-defined machines and solutions that are connected, responsive and predictive. With products and services ranging from aircraft engines, power generation and oil and gas production equipment to medical imaging, financing and industrial products, we serve customers in approximately 180 countries and employ approximately 330,000 people worldwide. Since our incorporation in 1892, we have developed or acquired new technologies and services that have considerably broadened and changed the scope of our activities.

GE's address is 1 River Road, Schenectady, NY 12345-6999, and our telephone number there is (518) 385-2211; we also maintain executive offices at 3135 Easton Turnpike, Fairfield, CT 06828-0001, and our telephone number there is (203) 373-2211.

RISK FACTORS

Investing in our securities involves risks. You should carefully consider the risks described under "Risk Factors" in Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2015 and in the other documents incorporated by reference into this prospectus (which risk factors are incorporated by reference herein), as well as the other information contained or incorporated by reference in this prospectus or in any prospectus supplement hereto before making a decision to invest in our securities. See "Where You Can Find More Information," above.

RATIO OF EARNINGS TO FIXED CHARGES

Set forth below is our ratio of earnings to fixed charges for each year in the five-year period ended December 31, 2015.

GE and consolidated affiliates				
Year ended December 31,				
2015	2014	2013	2012	2011
1.90x	1.98x	1.85x	1.66x	1.86x

In the above calculations, earnings for all periods consist of earnings before income taxes, noncontrolling interests, discontinued operations and undistributed earnings of equity investees. Earnings are also adjusted to add amounts charged to consolidated expenses of GE and its consolidated affiliates during the period for interest and other financial charges (including interest on tax deficiencies and discontinued operations) and an amount representative of the interest factor in rentals (for this purpose, the interest factor is assumed to be one-third of rental expense). Fixed charges consist of all interest and other financial charges, including capitalized interest, and one-third of rental expense for companies included in the consolidated group.

RATIO OF EARNINGS TO COMBINED FIXED CHARGES AND PREFERRED STOCK DIVIDENDS

Set forth below is our ratio of earnings to combined fixed charges and preferred stock dividends for each year in the five-year period ended December 31, 2015.

GE and consolidated affiliates				
Year ended December 31,				
2015	2014	2013	2012	2011
1.88x	1.98x	1.85x	1.66x	1.69x

In the above calculations, earnings for all periods consist of earnings before income taxes, noncontrolling interests, discontinued operations and undistributed earnings of equity investees. Earnings are also adjusted to add amounts charged to consolidated expenses of GE and its consolidated affiliates during the period for interest and other financial charges (including interest on tax deficiencies and discontinued operations), preferred stock dividend requirements and an amount representative of the interest factor in rentals (for this purpose, the interest factor is assumed to be one-third of rental expense). Fixed charges consist of all interest and other financial charges, including capitalized interest, and one-third of rental expense for companies included in the consolidated group.

USE OF PROCEEDS

Unless otherwise specified in a prospectus supplement accompanying this prospectus, the net proceeds from the sale of the securities to which this prospectus relates will be used for general corporate purposes. General corporate purposes may include repayment of debt, acquisitions, additions to working capital, capital expenditures and investments in our subsidiaries. Net proceeds may be temporarily invested prior to use.

GENERAL DESCRIPTION OF SECURITIES THAT WE MAY SELL

We may offer and sell, at any time and from time to time:

our debt securities, in one or more series, which may be senior debt securities or subordinated debt securities;

shares of our preferred stock, par value \$1.00 per share;

shares of our common stock, par value \$0.06 per share;

warrants to purchase any of the other securities that may be sold under this prospectus;

delayed delivery contracts for the purchase or sale of certain specified securities;

senior or subordinated guarantees; or

any combination of these securities.

The terms of any securities we offer will be determined at the time of sale. We may issue debt securities that are exchangeable for or convertible into common stock or any of the other securities that may be sold under this prospectus. When particular securities are offered, a supplement to this prospectus will be filed with the SEC, which will describe the terms of the offering and sale of the offered securities.

DESCRIPTION OF DEBT SECURITIES

General

The debt securities offered by this prospectus will be issued under one of two separate indentures between us and The Bank of New York Mellon, as Trustee: the senior note indenture, dated as of October 9, 2012, between us and The Bank of New York Mellon and a form of subordinated note indenture to be entered into later between us and The Bank of New York Mellon. We have incorporated by reference the senior note indenture and the form of subordinated note indenture as exhibits to the registration statement of which this prospectus is a part. The senior note indenture and the subordinated note indenture are sometimes referred to in this prospectus individually as an indenture and collectively as the indentures. The debt securities will be obligations of GE and will be either senior or subordinated debt. We have summarized selected provisions of the indentures and the debt securities below. This summary is not complete and is qualified in its entirety by reference to the indentures. References to section numbers in this prospectus, unless otherwise indicated, are references to section numbers of the applicable indenture. For purposes of this summary, the terms we, our, ours and us refer only to General Electric Company and not to any of its subsidiaries.

We may issue debt securities at any time and from time to time in one or more series under the indentures. The indentures give us the ability to reopen a previous issue of a series of debt securities and issue additional debt securities of the same series, subject to compliance with the applicable requirements set forth in the indentures. Neither indenture limits the amount of debt securities or other secured or unsecured debt that we or our subsidiaries may issue. We will describe the particular terms of each series of debt securities we offer in a supplement to this prospectus. If any particular terms of the debt securities described in a prospectus supplement differ from any of the terms described in this prospectus, then the terms described in the applicable prospectus supplement will supersede the terms described in this prospectus. The terms of our debt securities will include those set forth in the indentures and those made a part of the indentures by the Trust Indenture Act of 1939. You should carefully read the summary below, the applicable prospectus supplement and the provisions of the indentures that may be important to you before investing in our debt securities.

Ranking

The senior debt securities offered by this prospectus will:

be general obligations,

rank equally with all other unsubordinated indebtedness of GE (except to the extent such other indebtedness is secured by collateral that does not also secure the senior debt securities offered by this prospectus), and

with respect to the assets and earnings of our subsidiaries, effectively rank below all of the liabilities of our subsidiaries.

The subordinated debt securities offered by this prospectus will:

be general obligations,

rank subordinated and junior in right of payment, to the extent set forth in the subordinated note indenture, to all Senior Debt (as defined herein), and

with respect to the assets and earnings of our subsidiaries, effectively rank below all of the liabilities of our subsidiaries.

A substantial portion of our assets are owned through our subsidiaries, many of which have significant debt or other liabilities of their own which will be structurally senior to the debt securities. None of our subsidiaries will have any obligations with respect to the debt securities. Therefore, GE's rights and the rights of GE's creditors, including holders of debt securities, to participate in the assets of any subsidiary upon any such subsidiary's liquidation may be subject to the prior claims of the subsidiary's other creditors.

Subject to the exceptions, and subject to compliance with the applicable requirements set forth in the indentures, we may discharge our obligations under the indentures with respect to our debt securities as described below under Defeasance.

Terms

We will describe the specific terms of the series of debt securities being offered in a supplement to this prospectus. These terms will include some or all of the following:

the title of the debt securities,

whether the debt securities will be senior or subordinated debt,

any limit on the total principal amount of the debt securities,

the date or dates on which the principal of the debt securities will be payable or the method used to determine or extend those dates,

any interest rate on the debt securities, any date from which interest will accrue, any interest payment dates and regular record dates for interest payments, or the method used to determine any of the foregoing, and the basis for calculating interest if other than a 360-day year of twelve 30-day months,

the place or places where payments on the debt securities will be payable, the debt securities may be presented for registration of transfer or exchange, and notices and demands to or upon us relating to the debt securities may be made, if other than the corporate trust office of the Trustee,

any provisions for redemption of the debt securities,

any provisions that would allow or obligate us to redeem or purchase the debt securities prior to their maturity pursuant to any sinking fund or analogous provision or at the option of the holder,

the denominations in which we will issue the debt securities, if other than denominations of an integral multiple of \$1,000,

any provisions that would determine payments on the debt securities by reference to an index or a formula,

any foreign currency, currencies or currency units in which payments on the debt securities will be payable and the manner for determining the equivalent amount in U.S. dollars,

any provisions for payments on the debt securities in one or more currencies or currency units other than those in which the debt securities are stated to be payable,

the portion of the principal amount of the debt securities that will be payable if the maturity of the debt securities is accelerated, if other than the entire principal amount,

if the principal amount to be paid at the stated maturity of the debt securities is not determinable as of one or more dates prior to the stated maturity, the amount that will be deemed to be the principal amount as of any such date for any purpose,

any variation of the defeasance and covenant defeasance sections of the indentures and the manner in which our election to defease the debt securities will be evidenced, if other than by a board resolution,

whether we will issue the debt securities in the form of temporary or permanent global securities, the depositaries for the global securities, and provisions for exchanging or transferring the global securities,

whether the interest rate of the debt securities may be reset,

whether the stated maturity of the debt securities may be extended,

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any deletion or addition to or change in the events of default for the debt securities and any change in the rights of the Trustee or the holders of the debt securities arising from an event of default including, among others, the right to declare the principal amount of the debt securities due and payable,

any addition to or change in the covenants in the indentures,

any additions or changes to the indentures necessary to issue the debt securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons,

the appointment of any paying agents for the debt securities, if other than the Trustee,
the terms of any right to convert or exchange the debt securities into any other securities or property,
the terms and conditions, if any, pursuant to which the debt securities of a series are secured,
any restriction or condition on the transferability of the debt securities,
in the case of subordinated debt securities, any subordination provisions and related definitions which may be applicable in addition to, or in lieu of, those contained in the subordinated note indenture,
the exchanges, if any, on which the debt securities may be listed, and
any other terms of the debt securities consistent with the indentures. (Section 301)

Any limit on the maximum total principal amount for any series of the debt securities may be increased by resolution of our board of directors. (Section 301) We may sell the debt securities, including original issue discount securities, at a substantial discount below their stated principal amount. If there are any special United States federal income tax considerations applicable to debt securities we sell at an original issue discount, we will describe them in the prospectus supplement. In addition, we will describe in the prospectus supplement any special United States federal income tax considerations and any other special considerations for any debt securities we sell which are denominated in a currency or currency unit other than U.S. dollars.

Form, Exchange and Transfer

We will issue the debt securities in registered form, without coupons. Unless we inform you otherwise in the prospectus supplement, we will only issue debt securities in denominations of integral multiples of \$1,000. (Section 302)

Holders generally will be able to exchange debt securities for other debt securities of the same series with the same total principal amount and the same terms but in different authorized denominations. (Section 305)

Holders may present debt securities for exchange or for registration of transfer at the office of the security registrar or at the office of any transfer agent we designate for that purpose. The security registrar or designated transfer agent will exchange or transfer the debt securities if it is satisfied with the documents of title and identity of the person making the request. We will not charge a service charge for any exchange or registration of transfer of debt securities. However, we and the security registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable for the registration of transfer or exchange. Unless we inform you otherwise in the prospectus supplement, we will appoint the Trustee as security registrar. We will identify any transfer agent in addition to the security registrar in the prospectus supplement. (Section 305)

At any time we may:

designate additional transfer agents,
rescind the designation of any transfer agent, or
approve a change in the office of any transfer agent.

However, we are required to maintain a transfer agent in each place of payment for the debt securities at all times. (Sections 305 and 1002)

If we elect to redeem a series of debt securities, neither we nor the Trustee will be required:

to issue, register the transfer of or exchange any debt securities of that series during the period beginning at the opening of business 15 days before the day we mail the notice of redemption for the series and ending at the close of business on the day the notice is mailed, or

to register the transfer or exchange of any debt security of that series so selected for redemption, except for any portion not to be redeemed. (Section 305)

Payment and Paying Agents

Under the indentures, we will pay interest on the debt securities to the persons in whose names the debt securities are registered at the close of business on the regular record date for each interest payment. However, unless we inform you otherwise in the prospectus supplement, we will pay the interest payable on the debt securities at their stated maturity to the persons to whom we pay the principal amount of the debt securities. The initial payment of interest on any series of debt securities issued between a regular record date and the related interest payment date will be payable in the manner provided by the terms of the series, which we will describe in the prospectus supplement. (Section 307)

Unless we inform you otherwise in the prospectus supplement, we will pay principal, premium, if any, and interest on the debt securities at the offices of the paying agents we designate. However, except in the case of a global security, we may pay interest:

by check mailed to the address of the person entitled to the payment as it appears in the security register, or

by wire transfer in immediately available funds to the place and account designated in writing at least fifteen days prior to the interest payment date by the person entitled to the payment as specified in the security register.

We will designate the Trustee as the sole paying agent for the debt securities unless we inform you otherwise in the prospectus supplement. If we initially designate any other paying agents for a series of debt securities, we will identify them in the prospectus supplement. At any time, we may designate additional paying agents or rescind the designation of any paying agents. However, we are required to maintain a paying agent in each place of payment for the debt securities at all times. (Sections 307 and 1002)

Any money deposited with the Trustee or any paying agent in trust for the payment of principal, premium, if any, or interest on the debt securities that remains unclaimed for one year after the date the payments became due, may be repaid to us upon our request. After we have been repaid, holders entitled to those payments may only look to us for payment as our unsecured general creditors. The Trustee and any paying agents will not be liable for those payments after we have been repaid. (Section 1003)

Restrictive Covenants

We will describe any restrictive covenants for any series of debt securities in the prospectus supplement.

Consolidation, Merger and Sale of Assets

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

the successor person expressly assumes our obligations with respect to the debt securities and the indentures,

immediately after giving effect to the transaction, no event of default shall have occurred and be continuing (and, in the case of subordinated debt securities, no default in the performance of or breach, in any material respect, of any covenant or condition under the subordinated debt indenture shall have occurred and be continuing, for which notice of such failure or breach has been given to us and the Trustee by the holders of at least 25% in principal amount of the outstanding subordinated debt securities (a *covenant event*)), and no event which, after notice or lapse of time or both, would become an event of default (or, in the case of subordinated debt securities, a *covenant event*), shall have occurred and be continuing, and

we have delivered to the Trustee the certificates and opinions required under the respective indenture. (Section 801)

As used in the indentures, the term *person* means any individual, corporation, partnership, joint venture, trust, unincorporated organization, government or agency or political subdivision thereof.

Events of Default

Senior Debt Securities

Unless we inform you otherwise in the prospectus supplement, each of the following will be an event of default under the senior debt indenture with respect to any series of debt securities:

our failure to pay principal or premium, if any, on that series of debt securities when such principal or premium, if any, becomes due,

our failure to pay any interest on that series of debt securities for 30 days after such interest becomes due,

our failure to deposit any sinking fund payment for 30 days after such payment is due by the terms of that series of debt securities,

our failure to perform, or our breach, in any material respect, of any other covenant or warranty in the senior debt indenture with respect to that series of debt securities, other than a covenant or warranty included in the senior debt indenture solely for the benefit of another series of debt securities, for 90 days after either the Trustee has given us or holders of at least 25% in principal amount of the outstanding debt securities of that series have given us and the Trustee written notice of such failure to perform or breach in the manner required by the senior debt indenture,

specified events involving our bankruptcy, insolvency or reorganization, or

any other event of default we may provide for that series of debt securities,

provided, however, that no event described in the fourth bullet point above will be an event of default until an officer of the Trustee responsible for the administration of the senior debt indenture has actual knowledge of the event or until the Trustee receives written notice of the event at its corporate trust office. (Section 501)

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

The right described in the preceding paragraph does not apply if an event of default occurs as described in the sixth bullet point above which applies to all outstanding series of debt securities. If such an event of default occurs and is continuing, either the Trustee or holders of at least 25% in principal amount of all of the debt securities then outstanding, treated as one class, may declare the principal amount of all of the debt securities then outstanding to be due and payable immediately by a notice in writing to us (and to the Trustee if given by the holders). Upon such declaration, we will be obligated to pay the principal amount of the debt securities.

Subordinated Debt Securities

Unless we inform you otherwise in the prospectus supplement, each of the following will be an event of default under the subordinated debt indenture with respect to any series of debt securities:

our failure to pay principal or premium, if any, on that series of debt securities when such principal or premium, if any, becomes due,

our failure to pay any interest on that series of debt securities for 30 days after such interest becomes due,

our failure to deposit any sinking fund payment for 30 days after such payment is due by the terms of that series of debt securities,

specified events involving our bankruptcy, insolvency or reorganization, or

any other event of default we may provide for that series of debt securities. (Section 501)

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

Terms Applicable to all Debt Securities

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

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

all overdue interest,

the principal and premium, if any, due otherwise than by the declaration of acceleration and any interest on such amounts,

any interest on overdue interest, to the extent legally permitted, and

all amounts due to the Trustee under the indentures, and

all events of default (or, in the case of the subordinated debt securities, all covenant events) with respect to that series of debt securities, other than the nonpayment of the principal which became due solely by virtue of the declaration of acceleration, have been cured or waived. (Section 502)

If an event of default (or, in the case of the subordinated debt securities, a covenant event) occurs and is continuing, the Trustee will generally have no obligation to exercise any of its rights or powers under the indentures at the request or direction of any of the holders, unless the holders offer reasonable indemnity to the Trustee. (Section 603) The holders of a majority in principal amount of the outstanding debt securities of any series will generally have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee for the debt securities of that series, provided that:

the direction is not in conflict with any law or the indentures,

the Trustee may take any other action it deems proper which is not inconsistent with the direction, and

the Trustee will generally have the right to decline to follow the direction if an officer of the Trustee determines, in good faith, that the proceeding would involve the Trustee in personal liability or would otherwise be contrary to applicable law. (Section 512)

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

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