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): July 3, 2017

Baker Hughes, a GE company
(Exact name of registrant as specified in its charter)

Delaware	333-216991	81-4403168
(State of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

17021 Aldine Westfield Road
Houston, Texas 77073
(Address of Principal Executive Offices)

(713) 439-8600
(Registrant's telephone number, including area code)

Bear Newco, Inc.
(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:

☐ 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))

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 provided pursuant to Section 13(a) of the Exchange Act. ☐

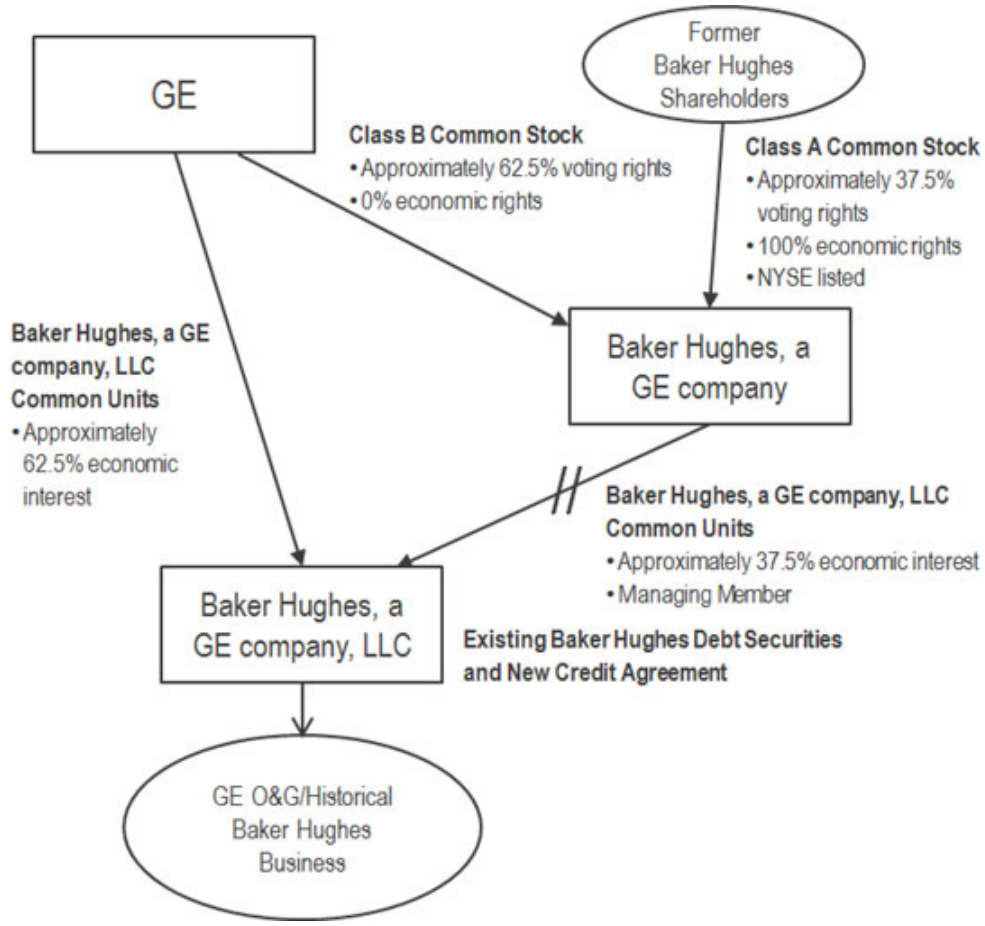
Introduction

This Current Report on Form 8-K is being filed in connection with the completion of the previously announced combination (the "Transactions") of General Electric Company's ("GE") Oil & Gas business ("GE O&G") and Baker Hughes Incorporated ("Baker Hughes"). The Transactions were completed on July 3, 2017 (the "Closing Date") pursuant to the Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes, Bear NewCo, Inc. (which was renamed "Baker Hughes, a GE company") ("BHGE") and Bear MergerSub, Inc., as amended by the Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, Baker Hughes, BHGE, Bear MergerSub, Inc., BHI Newco, Inc. ("Newco 2") and Bear MergerSub 2, Inc. (as it may be further amended from time to time, the "Transaction Agreement").

The Transactions included (i) the merger of Baker Hughes with Bear MergerSub 2, Inc., an indirect, wholly owned subsidiary of Baker Hughes, with Baker Hughes surviving the merger as a direct wholly owned subsidiary of Newco 2 (the "First Merger"), (ii) the conversion of the surviving corporation of the First Merger into a Delaware limited liability company (which was originally named Newco LLC and then renamed Baker Hughes, a GE company, LLC) ("BHGE LLC") (the "Conversion"), (iii) the merger of Newco 2 with BHGE, with BHGE surviving the merger (the "Second Merger" and collectively with the First Merger, the "Mergers") and (iv) the transfer by GE to BHGE LLC, following the Mergers and the Conversion, of (1) all of the equity interests of the GE O&G holding companies that held directly or indirectly the assets and liabilities of GE O&G, including GE O&G operating subsidiaries, and (2) $7.4 billion in cash in exchange for approximately 62.5% of the membership interests in BHGE LLC (the "Contribution"). GE also received Class B common stock, par value $0.0001 per share (the "Class B Common Stock"), of BHGE, representing approximately 62.5% of the voting power of the outstanding shares of common stock of BHGE, in exchange for contributing the par value thereof to BHGE.

As a result of the Mergers, each outstanding share of Baker Hughes common stock was converted into the right to receive one share of BHGE's Class A common stock, par value $0.0001 per share (the "Class A Common Stock"). The shares of common stock of Baker Hughes will continue to trade on the New York Stock Exchange LLC ("NYSE") until the close of NYSE on July 3, 2017, at which point Baker Hughes will be delisted from NYSE. Following the Mergers and the Contribution, BHGE declared as a special dividend an amount equal to $17.50 per share (the "Dividend") to the holders of record of the Class A Common Stock immediately following the effective time of the Second Merger. The Class A Common Stock will begin trading on NYSE under the ticker symbol "BHGE" on the opening of NYSE on July 5, 2017.

The following simplified diagram illustrates certain key elements of the structure of BHGE and BHGE LLC upon completion of the Transactions:



The issuance of Class A Common Stock in connection with the Transactions was registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to BHGE's registration statement on Form S-4 (File No. 333-216991) initially filed with the U.S. Securities and Exchange Commission (the "SEC") on March 29, 2017 (as amended by Amendment No. 1 and Amendment No. 2 thereto, the "Registration Statement"), and declared effective on May 30, 2017. The definitive proxy statement/prospectus of BHGE, dated May 30, 2017 (the "Proxy Statement"), that forms a part of the Registration Statement contains additional information about the Transactions and the Transaction Agreement.

The foregoing description of the Transaction Agreement and the Transactions does not purport to be complete, and is qualified in its entirety by reference to the full text of the Transaction Agreement and Plan of Merger as originally executed on October 30, 2016, which was filed as Annex A to the Proxy Statement; and the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, which was filed as Annex A-II to the Proxy Statement; and each is incorporated herein by reference.

Pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"), BHGE is the successor issuer to Baker Hughes with respect to the common stock of Baker Hughes. Therefore, the Class A Common Stock is deemed to be registered under Section 12(b) of the Exchange Act, and BHGE is subject to the informational requirements of the Exchange Act, and the rules and regulations promulgated thereunder. BHGE hereby reports this succession in accordance with Rule 12g-3(f) under the Exchange Act.

Pursuant to the Conversion, all of the obligations of Baker Hughes, including those under its existing debt securities, will continue as obligations of BHGE LLC.

Item 1.01. Entry into a Material Definitive Agreement

Stockholders Agreement

General

In connection with the consummation of the Transactions on July 3, 2017 ("Closing"), GE and BHGE entered into a Stockholders Agreement, dated as of July 3, 2017 (the "Stockholders Agreement"), which sets forth, among other things, certain rights of GE and BHGE concerning the corporate governance of BHGE, transfer restrictions on Class A Common Stock and Class B Common Stock (collectively, the "Common Stock") held by GE and its affiliates, restrictions on acquisitions of Common Stock by GE and its affiliates or dispositions of Common Stock held by GE and its affiliates, preemptive rights and related party transactions.

The following summary of the terms of the Stockholders Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement, which is filed as Exhibit 10.1 hereto and incorporated herein by reference. For purposes of this summary, a reference to GE's affiliates does not include BHGE, and a reference to BHGE's affiliates does not include GE.

Corporate Governance

Board Composition

The Stockholders Agreement provides that BHGE's board of directors (the "BHGE Board") consists of eleven members, of which, initially:

- Six directors were designated by GE, including the Chairman of the BHGE Board. These directors (and their successors) are referred to as the "GE directors."
- Five directors were designated by Baker Hughes, including Martin Craighead, the former CEO of Baker Hughes, and four directors reasonably acceptable to GE that meet the independence standards under NYSE listing rules. These directors (and their successors) are referred to as the "non-GE directors."

Pursuant to the Stockholders Agreement, GE has the right to designate directors for nomination by the BHGE Board for election and maintain its proportional representation on the BHGE Board so long as GE (a) either beneficially owns at least 50% of the voting power of Common Stock, or (b) is required to consolidate the financial statements of BHGE in accordance with generally accepted accounting principles in the United States ("GAAP") with those of GE during any fiscal year. The date on which both (a) and (b) in the foregoing sentence are no longer true is referred to as the "Trigger Date." Notwithstanding the foregoing, both the GE directors' and the non-GE directors' proportional representation on the BHGE Board may decrease in the event that director designation rights are granted to a seller or target company in an arm's-length acquisition or merger by BHGE, and such director designation rights increase the size of the BHGE Board.

The Stockholders Agreement provides that successor non-GE designated directors will be designated by the Governance & Nominating Committee. The Governance & Nominating Committee consists of five directors, three of whom must be "Company Independent Directors." Company Independent Directors are each of the four independent directors initially designated by Baker Hughes and any successor who:

- meets the independence standards under NYSE rules;
- is not a director designated by GE;
- is not a current or former member of the board of directors of GE or officer or employee of GE or its affiliates;
- does not and has not had any other substantial relationship with GE or its affiliates; and
- is designated by the Governance & Nominating Committee as a "Company Independent Director."

Director Nomination, Removal and Vacancies

Until the Trigger Date, GE has the right to designate six nominees to the BHGE Board at any annual or special meeting of stockholders of BHGE at which directors will be elected, and has the authority to nominate, elect and remove such GE-designated directors.

In the event there is a vacancy on the BHGE Board with respect to any director who was not designated by GE, the Governance & Nominating Committee will fill such vacancy or designate a person for nomination reasonably acceptable to GE.

Committees

The Stockholders Agreement provides that the BHGE Board initially has an Audit Committee, Compensation Committee, Governance & Nominating Committee and Conflicts Committee composed as follows:

- Audit Committee. The Audit Committee has three directors, including at least one Company Independent Director.
- Compensation Committee. The Compensation Committee has at least one non-GE director.

- Governance & Nominating Committee. The Governance & Nominating Committee has five directors, including at least three Company Independent Directors.
- Conflicts Committee. The Conflicts Committee is a subcommittee of the Governance & Nominating Committee, and will, among other things, review and approve all related party transactions above certain materiality or dollar thresholds, other than those contemplated by the Transaction Agreement, the BHGE Charter, the BHGE Bylaws, the Stockholders Agreement, the BHGE LLC Agreement, the Exchange Agreement, the Registration Rights Agreement, the Tax Matters Agreement, the GE Digital Master Products and Services Agreement, the Intercompany Services Agreement, the Non-Competition Agreement, the Channel Agreement, the IP Cross-License Agreement, the Trademark License Agreement and the Supply Agreements (each of which is defined herein) and certain ancillary agreements related to the Transactions (collectively, the "Transaction Documents"). The related party transactions contemplated by the Transaction Documents have been approved by the BHGE Board, as further described below. The Conflicts Committee consists solely of Company Independent Directors (who, among other things, will not have any substantial relationship with GE or its affiliates), has the authority to obtain assistance from employees of BHGE, including legal and financial staff, and has the power to retain independent outside advisors as it deems necessary.
- Other Committee Composition. The number of directors not designated by GE on all other committees of the BHGE Board would be proportional to the number of directors not designated by GE on the BHGE Board; provided that, each such committee has at least one Company Independent Director.

GE Agreement to Vote

The Stockholders Agreement provides that GE must cause its shares of Common Stock to be present for quorum purposes at any stockholder meeting, vote in favor of all non-GE directors, and not vote in favor of the removal of any non-GE director other than for cause.

Restrictions on Transfers and Acquisitions

Lockup

For two years following the Closing Date, GE and its affiliates are prohibited from transferring any shares of Common Stock to any person that is not an affiliate of GE unless approved by the Conflicts Committee.

After the expiration of the two-year lockup period, GE and its affiliates will generally be permitted to transfer their shares of Common Stock; provided, they will be prohibited from transferring (without the prior consent of the Conflicts Committee) any shares of Common Stock to any person that is not an affiliate of GE or to any "group" (as such term is used in Section 13(d) of the Exchange Act) if such person or group would beneficially own more than 15% of the voting power of the outstanding shares of Common Stock after such transfer. This 15% ownership restriction will not apply to widely distributed public offerings of Common Stock (including pursuant to "spin-off" and "split-off" transactions).

In addition, following the fifth anniversary of the Closing Date, transfers are permitted by GE and its affiliates with respect to (i) transfers of all of GE's paired interests of one membership unit of BHGE LLC (a "Common Unit") together with one share of Class B Common Stock, subject to adjustment under the Exchange Agreement (collectively, a "Paired Interest"), or (ii) all of its shares of Class A Common Stock (after exchanging all of its Paired Interests into Class A Common Stock pursuant to the provisions of the Exchange Agreement described herein) if (1) the buyer agrees to purchase all shares of Common Stock held by non-GE stockholders for the same consideration and on otherwise substantially the same terms and conditions and (2) the transaction does not result in the buyer owning 100% of the Common Stock, and the buyer either (a) agrees to assume GE's obligations under the Stockholders Agreement or (b) enters into a stockholders agreement with BHGE containing substantially the same terms and conditions as those contained in the Stockholders Agreement.

Standstill and Squeeze-Out Transactions

For five years following the Closing Date, GE and its representatives or affiliates cannot acquire or seek to acquire additional shares of Common Stock that would result in GE and its affiliates beneficially owning more than 65% of the voting power of the outstanding shares of Common Stock; provided that GE is permitted to make a private proposal for such an acquisition to non-GE directors that would not be reasonably expected to require BHGE to make any public announcement. Notwithstanding the foregoing, the following is not prohibited:

- GE or any of its representatives or affiliates can acquire Common Stock by way of stock splits, stock dividends, reclassifications or other distributions by BHGE to all holders of Common Stock on a *pro rata* basis.
- Acquisitions by GE or any of its representatives or affiliates of Common Stock approved by the Conflicts Committee or pursuant to the exercise of GE's preemptive rights.
- Acquisitions by GE or any of its affiliates of Common Stock pursuant to the Exchange Agreement (defined below) and the BHGE LLC Agreement (defined below).

Additionally, during the five-year standstill period following the Closing Date, GE and its representatives or affiliates cannot (a) participate in the "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC) or announce any intention to effect or participate in the solicitation of proxies in connection with election and removal of non-GE directors, (b) solicit or knowingly encourage or facilitate any third party to engage in such solicitation, (c) make any public statement or a statement to another stockholder in support of such third-party solicitation or against any of BHGE's director nominees, (d) form any "group" (as such term is defined in Section 13(d)(3) of the Exchange Act) with respect to any Common Stock, or (e) call a special meeting of the stockholders. The actions described in (d) and (e) are only prohibited if in furtherance of the actions described in (a), (b) and (c).

Buyout

Any proposal by GE or any of its affiliates to acquire all of the shares of Common Stock held by non-GE stockholders must be (i) subject to review, evaluation and approval of the Conflicts Committee and (ii) submitted for approval to the stockholders of BHGE, with a non-waivable condition that a majority of the shares held by non-GE stockholders approve the transaction (or equivalent tender offer condition).

Preemptive Rights

To the extent permitted under NYSE rules, BHGE grants GE the right to purchase its *pro rata* portion of any securities of BHGE (other than excluded securities, as described below) that BHGE proposes to issue or sell. Such excluded securities include securities issued by BHGE in connection with (i) a grant to any existing or prospective consultants, employees, officers or directors pursuant to any stock option, employee stock purchase or similar equity-based plans or other compensation agreement, (ii) any acquisition by BHGE of the stock, assets, properties or business of any person, (iii) a stock split, stock dividend or any similar recapitalization, or (iv) any issuance of warrants or other similar rights to purchase Common Stock to lenders or other institutional investors in any arm's-length transaction providing debt financing to BHGE.

If stockholder approval is required under NYSE rules for the issuance or sale of securities, BHGE may issue or sell securities to such other persons prior to obtaining such stockholder approval subject to a notice of issuance, and BHGE will use its reasonable best efforts to obtain such approval. After receipt of such approval, BHGE will issue or sell the securities that GE has irrevocably elected to purchase to GE, on the terms set forth in the relevant notice of issuance. Following Closing, for as long as GE holds a majority of the voting power of BHGE, GE will have the power, without the affirmative vote of any other BHGE stockholder, to provide any stockholder approval required under NYSE rules in connection with the issuance of securities of BHGE to GE.

Related Party Transactions

Under the Stockholders Agreement, any transaction between BHGE, on the one hand, and GE or its affiliates (other than BHGE), on the other hand, which is referred to as a related party transaction, is required to be on arm's-length terms and in the best interest of BHGE. All proposed related party transactions contemplated by the Transaction Documents have been approved by the BHGE Board while the BHGE Board consisted solely of directors designated by Baker Hughes and it was a wholly owned subsidiary of Baker Hughes. Any amendments to, or modifications or terminations of, or material waivers, consents or elections under, any related party transaction (other than any related party transaction under the Transaction Documents), require the prior written approval of the Conflicts Committee, subject to and consistent with the related party transaction policy (as set forth below). Any material amendments or modifications or terminations of any of the Transaction Documents or material waivers, consents (other than any consents of the managing member of BHGE LLC contemplated by the BHGE LLC Agreement where neither GE nor its affiliates is a counterparty to or beneficiary of the matter in question, and such matter would not otherwise require the prior written approval of the Conflicts Committee) or elections of BHGE's or BHGE LLC's rights under any of the Transaction Documents, require the prior written approval of the Conflicts Committee.

All related party transactions that are not contemplated by the Transaction Documents are governed by a related party transactions policy. Pursuant to the related party transactions policy, related party transactions that involve payments in excess of $25 million (individually or in the aggregate with all substantially related payments) or that are otherwise material (with materiality determined in a manner consistent with BHGE's SEC disclosure requirements) are subject to the prior written approval of the Conflicts Committee. Related party transactions below the $25 million threshold may be approved by BHGE management, provided that the proposed transaction is on an arm's-length basis and in the best interests of BHGE. Such transactions must be reported to the Conflicts Committee on a quarterly basis.

Financial Information

Until the end of the fiscal year in which the Trigger Date occurs, BHGE is subject to financial reporting requirements to GE. BHGE will provide GE with quarterly and annual historical financial information needed by GE to issue its own earnings releases and public filings. Additionally, BHGE will deliver to GE a substantially final form of its Annual Report on Form 10-K and Quarterly Reports on Form 10-Q (and any information in support thereof) no later than one day prior to filing such documents with the SEC. Such reporting requirements are on a quarterly or annual basis. BHGE is also required to cooperate with GE in connection with the preparation of any filings made by GE with the SEC or any securities exchange. BHGE will also use commercially reasonable efforts to file its annual and quarterly reports with the SEC on or about the same date as GE's planned filing date with the SEC for annual and quarterly reports for the corresponding period; however, BHGE will not file a report in any given period prior to GE filing its own prior report for the corresponding period, unless BHGE is so required by law. BHGE will also provide GE with information requested by GE in connection with its press releases and public filings and advance notice of all meetings to be held by BHGE with financial analysts and ratings agencies.

After the Trigger Date, as long as GE beneficially owns at least 10% of the voting power of BHGE, BHGE is required to use commercially reasonable efforts to provide GE with such other financial information and analyses that may be necessary for GE and its affiliates to comply with applicable financial reporting requirements or its customary financial reporting practices; provided that GE and its affiliates do not disclose any material non-public information of BHGE except pursuant to mutually agreed policies and procedures or as required by applicable law. Additionally, as long as GE and its affiliates own at least 10% of the outstanding shares of Common Stock, on any date during the applicable fiscal year, GE will have the right to review press releases, public statements, reports and other information in advance so that GE or its affiliates can comply with applicable financial reporting requirements or customary practices.

Termination

The Stockholders Agreement automatically terminates in the event GE and its affiliates (a) no longer own any shares of Common Stock or (b) own 100% of the outstanding shares of Common Stock. However, GE's and BHGE's agreements under the Stockholders Agreement with respect to the following provisions will survive the termination of the Stockholders Agreement: confidentiality, compensation for providing information, record retention, liability for the accuracy of estimates or forecasts absent willful misconduct, cooperation with respect to third-party litigation, privilege and dispute resolution and certain miscellaneous provisions. The provisions of the Stockholders Agreement regarding providing to GE annual and quarterly financial information, financial planning and analysis reports and any other information reasonably requested by GE in the preparation of its press releases and other public filings survive for so long as GE or its affiliates are required, in accordance with GAAP or SEC reporting requirements, to include financial or other information about BHGE in GE's financial statements, but only to the extent (a) directly relating to the information about BHGE that GE and its affiliates (other than BHGE) are required to include in its financial statements and (b) relating to a fiscal year in which GE and its affiliates beneficially owned at least 10% of the outstanding shares of Common Stock on any date during such fiscal year.

BHGE LLC Agreement

BHGE operates its business through BHGE LLC and its subsidiaries. At Closing, BHGE LLC entered into and is governed by an Amended & Restated Operating Agreement, dated as of July 3, 2017 (the "BHGE LLC Agreement"), which sets forth, among other things, certain transfer restrictions on Common Units, and rights to acquire Common Units in certain circumstances.

The following summary of the terms of the BHGE LLC Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.4 hereto and incorporated herein by reference.

Appointment as Manager

Under the BHGE LLC Agreement, EHHC Newco, LLC ("EHHC"), a wholly owned subsidiary of BHGE, is the sole managing member of BHGE LLC. BHGE is the sole managing member of EHHC. As the managing member of BHGE LLC, EHHC conducts, directs and exercises full control over all activities of BHGE LLC, including day-to-day business affairs and decision-making of BHGE LLC, without the approval of any other member. As such, EHHC, through BHGE LLC's officers, is responsible for all operational and administrative decisions of BHGE LLC and the day-to-day management of BHGE LLC's business. Pursuant to the terms of the BHGE LLC Agreement, EHHC is not permitted, under any circumstances, to be removed as managing member except by the election of EHHC.

Compensation

EHHC is not entitled to compensation for its services as managing member. It is entitled to reimbursement by BHGE LLC for fees and expenses incurred on behalf of BHGE LLC, including all expenses associated with BHGE being a public company and maintaining BHGE LLC's corporate existence.

Units

The BHGE LLC Agreement provides that initially there is one class of Common Units, which are held initially by BHGE, indirectly through EHHC and CFC Holdings, LLC ("CFC Holdings"), and by GE or GE's affiliates. Subject to the provisions of the Exchange Agreement and certain exceptions permitted under the BHGE LLC Agreement, the number of Common Units outstanding will equal the aggregate number of shares of Class A Common Stock and Class B Common Stock outstanding. Additionally, if BHGE issues a share of Class A Common Stock, including in connection with an equity incentive or similar plan, BHGE LLC will also issue a corresponding Common Unit to BHGE or one of its direct subsidiaries.

Allocations and Distributions

Allocations. Pursuant to the BHGE LLC Agreement, items of income, gain, loss or deduction of BHGE LLC generally are allocated among the members for capital account purposes and for tax purposes so that the capital account balance of each member, after making the allocation is, or is as nearly as possible, equal to the distributions that would be made to the member if BHGE LLC sold all its assets for cash and its net assets were distributed to members in liquidation of BHGE LLC. The BHGE LLC Agreement provides that BHGE LLC makes liquidating distributions to members on a *pro rata* basis in proportion to the number of Common Units held by each member. Accordingly, it is expected that, subject to the provisions of the Tax Matters Agreement (as defined below), items of income, gain, loss or deduction of BHGE LLC generally will be allocated among members on a *pro rata* basis in proportion to the number of Common Units held by each member.

Distributions. In general, under the BHGE LLC Agreement, BHGE LLC may make distributions to its members from time to time at the discretion of the managing member of BHGE LLC. Such distributions generally will be made to the members on a *pro rata* basis in proportion to the number of Common Units held by each member on the record date for the distribution. BHGE LLC is not required to make distributions to the extent that such distributions would render BHGE LLC insolvent or if such distribution would violate any applicable law.

Tax Distributions. In connection with the filing of a tax return by BHGE, or another time when BHGE is required to satisfy a tax liability or make a payment under the Tax Matters Agreement, BHGE LLC will be required to make distributions to members, on a *pro rata* basis in proportion to the number of Common Units held by each member, in amounts that enable BHGE to meet its tax obligations and obligations under the Tax Matters Agreement. If BHGE LLC does not have sufficient funds to make full *pro rata* tax distributions to all members, BHGE members will be entitled to receive a full tax distribution and the other members will receive *pro rata* tax distributions of the remaining amount available and will be entitled to receive catch-up tax distributions from BHGE LLC as soon as funds become available.

Tax Benefit Payments. In accordance with the Tax Matters Agreement, BHGE LLC may be required to make payments to BHGE members or GE relating to the sharing of certain tax benefits. To the extent a payment is made, any future non-tax distributions to the other party will be correspondingly reduced.

Acquisition of Units

If BHGE LLC issues additional Common Units to BHGE members under certain circumstances, including following the issuance of shares of Class A Common Stock in connection with an equity incentive or similar plan, GE will have the right to purchase such number of Paired Interests or Common Units as would result in GE holding the same percentage of the total outstanding Common Units as it held prior to the issuance of Common Units to BHGE members. If GE is permitted under the terms of the Stockholders Agreement to purchase additional shares of Class A Common Stock, it will have the right, instead, to purchase Paired Interests on the terms and conditions set forth in the BHGE LLC Agreement.

Repurchase or Redemption of BHGE Equity Securities

The BHGE LLC Agreement provides that if at any time any shares of Class A Common Stock are repurchased or redeemed by BHGE for cash, then, except to the extent that BHGE otherwise has cash available to make such repurchase or redemption, EHHC, as managing member, will cause BHGE LLC to repurchase or redeem an appropriate number of Common Units held by BHGE members for an aggregate repurchase or redemption price equal to the aggregate repurchase or redemption price of the shares of Class A Common Stock of BHGE being repurchased or redeemed.

Transfer Restrictions

No holder of Common Units or shares of Class B Common Stock is able to transfer its Common Units or Class B Common Stock except for transfers (i) pursuant to the Exchange Agreement, (ii) in accordance with the terms explained below and the terms of the Stockholders Agreement, (iii) by the holders of equity securities in BHGE (other than Class B Common Stock) or (iv) approved in writing by the managing member, EHHC.

The BHGE LLC Agreement permits GE, subject to certain conditions, to transfer its Class B Common Stock and Common Units to a corporate subsidiary, which is referred to as "Spinco," and then transfer the stock of Spinco to GE shareholders in a "spin-off" or "split-off" transaction. Such spin-off or split-off transaction (a "Permitted Spin Transaction") will generally be permitted only if Spinco is combined with BHGE in a merger transaction, which is referred to as the "Spinco Merger," in which Spinco shareholders will exchange their shares of Spinco stock for shares of Common Stock. No approval or other action of the Conflicts Committee will be required with respect to these transactions so long as (i) the number of shares of Spinco stock are equal to the number of Paired Interests held by Spinco, (ii) the exchange ratio of Spinco stock for Common Stock in the Spinco Merger is equal to the then-current exchange rate set forth in the Exchange Agreement and (iii) Spinco has no liabilities other than certain specified liabilities. In addition, in connection with the Spinco Merger, BHGE will be required to enter into customary transaction documents, including customary additional documentation if GE intends for the spin-off or split-off transaction to qualify for tax-free treatment. Notwithstanding the foregoing, if the Conflicts Committee objects to or proposes to modify any other term of the Spinco Merger (other than to enforce the key conditions and customary nature of the documentation described above), GE may undertake the spin-off and split-off transaction without the Spinco Merger so long as Spinco agrees to assume GE's obligations under the Stockholders Agreement. GE's right to effect a spin-off or split-off transaction as described above is also subject to the terms of the Stockholders Agreement, including the restriction on transferring shares of Common Stock for two years.

Dissolution

The BHGE LLC Agreement provides that the unanimous consent of all members holding voting Common Units is required to voluntarily dissolve BHGE LLC. In addition to a voluntary dissolution, BHGE LLC may be dissolved upon the entry of a decree of judicial dissolution or upon other circumstances in accordance with Delaware law. Upon a dissolution event, the proceeds of a liquidation are distributed in the following order: (i) pay the expenses of winding up BHGE LLC; (ii) pay debts and liabilities owed to creditors of BHGE LLC; and (iii) to the members *pro rata* in accordance with their respective percentage ownership interests in BHGE LLC (as determined based on the number of Common Units held by a member relative to the aggregate number of all outstanding Common Units).

Corporate Opportunities and Waiver of Fiduciary Duty

The BHGE LLC Agreement provides that, subject to the Stockholders Agreement, GE and BHGE LLC may enter into certain agreements or transactions with each other or agree to restraints on their competition with each other, and such agreements or restraints on competition will not be considered contrary to any fiduciary duty owed by GE or any officer or director of BHGE LLC to BHGE LLC or any holder of an equity interest in BHGE LLC. The BHGE LLC Agreement also provides that, subject to certain limitations, GE has no duty to refrain from (i) engaging in the same or similar business activities or lines of business as BHGE LLC or (ii) doing business with any of the clients, customers or vendors of BHGE LLC, and neither GE nor any of its officers or directors will be deemed to have breached any fiduciary duty owed to BHGE LLC because it engages in any of the preceding activities.

Indemnification and D&O Insurance

The BHGE LLC Agreement provides for indemnification by BHGE LLC of any member or affiliate, the managing member or any of its affiliates, any officer of BHGE LLC or any of its direct or indirect subsidiaries, or any individual who, while an officer of BHGE LLC or any of its direct or indirect subsidiaries, is serving at the request of BHGE LLC or any of its direct or indirect subsidiaries as an officer, director, principal, member, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise. Such persons are entitled to payment in advance of expenses, including attorneys' fees, that they incur in defending a proceeding, but they will be required to repay any such advance if it is ultimately determined that they were not entitled to indemnification by BHGE LLC. Indemnification is not available for any expenses, liabilities, damages and losses suffered that are attributable to any such person's or its affiliates' gross negligence, willful misconduct or knowing violation of the law or for any present or future breaches of any representations, warranties or covenants contained in the BHGE LLC Agreement or in other agreements with BHGE LLC. Furthermore, no indemnification is available to any such person in respect of any taxes or related interest or penalties imposed on such person as a result of certain tax allocations pursuant to the BHGE LLC Agreement.

Under the BHGE LLC Agreement, BHGE LLC maintains and will maintain directors and officers liability insurance.

Tax Classification

The BHGE LLC Agreement provides that the members intend that BHGE LLC be treated as a partnership for U.S. federal and, if applicable, state or local income tax purposes, and that each member and BHGE LLC will file all tax returns and will take all tax and financial reporting positions in a manner consistent with such tax treatment.

Amendments

The BHGE LLC Agreement may be amended with the consent of its managing member and the holders of a majority of the voting Common Units not held by BHGE members.

Exchange Agreement

At Closing, GE, BHGE and BHGE LLC entered into an Exchange Agreement, dated as of July 3, 2017 (the "Exchange Agreement"), and GE Oil & Gas US Holdings I, Inc., GE Oil & Gas US Holdings IV, Inc. and GE Holdings (US), Inc. signed joinders thereby becoming party thereto, pursuant to and subject to the terms of which GE and such affiliates of GE (the "GE Parties") have the right to surrender Paired Interests to BHGE LLC in exchange for (i) shares of Class A Common Stock on a one-to-one basis, subject to (x) customary conversion rate adjustments for stock or unit splits, stock or unit dividends or distributions, reclassifications and other similar transactions, (y) adjustments to reflect any repurchases of Class A Common Stock by BHGE to the extent that the repurchase was not funded by a redemption of Common Units by BHGE LLC and (z) any adjustments to reflect any purchases of Common Units by BHGE that are not funded by an issuance of Class A Common Stock or (ii) at the option of BHGE (or BHGE LLC on behalf of BHGE), an amount of cash equal to the aggregate value of the shares of Class A Common Stock that otherwise would be received by the applicable GE Party in the exchange. However, the GE Parties do not have the right to exchange any Paired Interests if, after making the exchange and after giving effect to any disposition of Class A Common Stock made by a GE Party immediately following the exchange, the GE Parties would collectively own more than 50% of the outstanding shares of Class A Common Stock.

The following summary of the terms of the Exchange Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.3 hereto and incorporated herein by reference.

Subject to certain restrictions under the Stockholders Agreement, in the event of a tender offer, share exchange offer, issuer bid, merger, recapitalization or other similar transaction with respect to Class A Common Stock, the GE Parties will be permitted to exchange Paired Interests for an equivalent number of shares of Class A Common Stock and participate in the transaction. After the Trigger Date, the GE Parties will be required to participate in the transaction if it is (i) a merger or consolidation that would result in holders of Common Stock immediately prior to the merger or consolidation holding a majority of the voting power of the capital stock in a different entity following the merger or consolidation, (ii) the sale or other disposition of all or substantially all of the assets of BHGE or (iii) the acquisition by any party other than GE of a majority of the outstanding equity interests of BHGE that are entitled to vote in elections of directors to the BHGE Board.

BHGE is required at all times to reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of the issuance upon an exchange, the maximum number of shares of Class A Common Stock to be delivered in an exchange, and is required to take all other actions necessary to preserve the one-to-one ratio (or, if different, the applicable exchange rate) between the Common Units owned by BHGE members and the number of shares of Class A Common Stock then outstanding. BHGE and BHGE LLC are required to take all actions necessary so that the number of Common Units outstanding equals the aggregate number of shares of Class A Common Stock and Class B Common Stock outstanding, except to the extent that the exchange rate is not one-to-one.

Furthermore, following an exchange in accordance with the terms of the Exchange Agreement, each share of Class B Common Stock subject to the exchange will be canceled by BHGE and the Common Unit constituting a component of the exchange will be deemed transferred from GE to BHGE. If the exchange is made for a cash payment, as described in the first paragraph of this summary of the Exchange Agreement, instead of shares of Class A Common Stock, such Common Unit will be redeemed (or canceled and deemed redeemed) by BHGE LLC.

Registration Rights Agreement

At Closing, BHGE entered into a Registration Rights Agreement with GE, dated as of July 3, 2017 (the "Registration Rights Agreement") to grant GE certain registration rights with respect to its registrable securities, consisting of shares of Class A Common Stock (including shares issuable upon conversion of Class B Common Stock and Common Units and other securities issued or issuable with respect to such shares).

The following summary of the terms of the Registration Rights Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.2 hereto and incorporated herein by reference.

GE may require BHGE pursuant to a demand to register under the Securities Act or the Exchange Act all or any portion of these registrable securities under the Securities Act or the Exchange Act for their public offering, listing or trading. GE may also demand registration of securities of any wholly owned subsidiary of GE in connection with, and subject to the requirements applicable to, a Permitted Spin Transaction. BHGE will not be obligated to effect a demand registration within 60 days after the effective date of a previous demand registration, other than a shelf registration or if the demand request is for a number of registrable securities with a market value of less than $50 million.

Subject to certain exceptions, BHGE may defer the filing of a registration statement after a demand request has been made if: (i) the BHGE Board determines in good faith that such registration would be materially detrimental to BHGE and its stockholders, or (ii) prior to receiving such demand request, the BHGE Board had determined to effect a registered public offering of BHGE securities for its account and BHGE has taken substantial steps to effect such offering.

In addition, GE has piggyback registration rights, which means that GE and its permitted transferees may include their registrable securities in future registrations of equity securities by BHGE, whether or not that registration relates to a primary offering by BHGE or a secondary offering by or on behalf of any other stockholders of BHGE.

The demand registration rights and piggyback registrations are each subject to market cut-back exceptions, with specified priorities.

BHGE will pay all reasonable out-of-pocket fees and expenses in connection with any registration pursuant to the Registration Rights Agreement, except underwriting discounts, commissions or fees attributable to the sale of shares by the registering stockholder. The Registration Rights Agreement sets forth customary registration procedures, including an agreement by BHGE to make its management available for road show presentations in connection with any underwritten offerings. BHGE also agrees to indemnify GE and its affiliates, to the fullest extent permitted by law, with respect to liabilities resulting from untrue statements or omissions in any registration statement used in any such registration, other than untrue statements or omissions resulting from information furnished to BHGE for use in the registration statement by GE or the registering stockholder.

GE may transfer its rights under the Registration Rights Agreement to any permitted transferee under the Stockholders Agreement who becomes a party to, and agrees to be bound by the terms of, the Registration Rights Agreement. The rights of GE and its permitted transferees under the Registration Rights Agreement will remain in effect with respect to the registrable securities covered by the agreement until those securities: (i) have been sold pursuant to an effective registration statement under the Securities Act; (ii) have been sold to the public pursuant to Rule 144 under the Securities Act; (iii) have been transferred in a transaction where the subsequent public distribution of the securities would not require registration under the Securities Act or any similar state law; (iv) are no longer outstanding; (v) in case of registrable securities held by a holder other than GE or its affiliates, such holder holds less than 5% of the then outstanding registrable securities and such securities are eligible for sale pursuant to Rule 144 under the Securities Act; or (vi) in the case of registrable securities held by GE or its affiliates, GE or its affiliates holds less than 3% of the then outstanding registrable securities and such securities are eligible for sale pursuant to Rule 144 under the Securities Act.

Tax Matters Agreement

At Closing, BHGE, GE, EHHC and BHGE LLC entered into a Tax Matters Agreement, dated as of July 3, 2017 (the “Tax Matters Agreement”). The Tax Matters Agreement governs the administration and allocation between the parties of tax liabilities and benefits arising prior to, as a result of, and subsequent to the Transactions, including certain restructuring transactions in connection therewith, and the respective rights, responsibilities and obligations of GE and BHGE, with respect to various other tax matters.

The following summary of the terms of the Tax Matters Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.5 hereto and incorporated herein by reference.

Under the Tax Matters Agreement, BHGE LLC generally is responsible for any (i) pre-closing taxes of Baker Hughes and its subsidiaries, and (ii) pre-closing non-income taxes of GE O&G, in each case, other than certain taxes related to the Transactions, including restructuring transactions, for which GE will be responsible. GE generally is responsible for (i) any pre-closing income taxes of GE O&G, and (ii) certain taxes related to the Transactions, including restructuring transactions, undertaken by GE and Baker Hughes (and their respective subsidiaries).

Following Closing, BHGE or BHGE LLC (or their respective subsidiaries) may be included in group tax returns with GE. If and to the extent a BHGE or BHGE LLC entity is included in such group tax returns, (i) BHGE or BHGE LLC will be required to pay GE an amount intended to approximate the amount that such entity would have paid if it had not been included in such group tax returns and had filed separate tax returns, and (ii) GE will be required to pay BHGE or BHGE LLC the amount of any reduction in taxes payable with respect to the applicable group tax return that results from losses that would have been reflected on such separate tax returns.

The Tax Matters Agreement also provides for the sharing of certain tax benefits (i) arising from the Transactions, including restructuring transactions, and (ii) resulting from allocations of tax items by BHGE LLC. GE is entitled to 100% of these tax benefits to the extent that GE has borne any taxes, after utilization of legacy BHGE tax attributes, arising from certain of the Transactions, including restructuring transactions. The amount of such taxes is currently estimated to be approximately $35 million. Thereafter, these tax benefits will be shared by GE and BHGE in accordance with their economic ownership of BHGE LLC, which immediately following Closing is approximately 62.5% and approximately 37.5%, respectively. BHGE LLC may be required to make cash payments to BHGE members or GE relating to the sharing of these tax benefits. These tax benefits are dependent on uncertain future events that are outside of the parties' control. We are unable to predict, for example, which, if any, U.S. federal tax reform proposals will be enacted, and what effects any enacted legislation might have on the amount or timing of tax benefits resulting from allocations of tax items by BHGE LLC. For these reasons, it is impractical to estimate the cash payments to be made to BHGE members or GE. Any such cash payments may be subject to adjustment based on certain subsequent events, including tax audits or other determinations as to the availability of the tax benefits with respect to which such cash payments were previously made.

GE also is entitled to 50% of the actual tax savings of BHGE derived from certain tax attributes resulting from an exchange by GE of Paired Interests for shares of Class A Common Stock (or, at the option of BHGE, cash) pursuant to the Exchange Agreement (referred to below as the "Exchange Benefits"). Such an exchange by GE is precluded for a period of two years beginning on the Closing Date and GE has no current intention to exit its investment in BHGE. Moreover, in light of the unfavorable tax consequences to GE of an exchange and the more tax-efficient alternatives available to GE, including a "spin-off" or "split-off" transaction intended to qualify as a tax-free reorganization, GE has advised BHGE that it considers the likelihood that it will exercise its exchange right, even if it decides to dispose of its interest in BHGE, to be remote. Exchange Benefits generally would not result from a "spin-off" or "split-off" transaction.

Upon an exchange (other than in connection with a spin-off or split-off), Exchange Benefits would generally be expected to relate to an adjustment of the tax basis of the assets of BHGE LLC based on the difference between the fair market value at the time of the exchange and the historic tax basis. Such a change in tax basis of assets would cause a revaluation of deferred taxes of BHGE based on the difference between the book value of assets and the new tax basis of assets. Any resulting deferred tax asset would be subject to a valuation allowance if, and to the extent, it is not more likely than not to be realized. In addition, BHGE's liability to GE would be recorded at the best estimate of any eventual payments to be made when such payments are considered probable and estimable.

In the event of certain material breaches by BHGE of its payment obligations with respect to Exchange Benefits together with certain events relating to the creditworthiness of BHGE, obligations under the Tax Matters Agreement with respect to the Exchange Benefits would accelerate and become payable based on certain assumptions, including the assumption that BHGE would have sufficient taxable income to fully utilize any potential future Exchange Benefits. In addition, upon certain mergers, assets sales, other forms of business combinations or other changes of control, all payments with respect to Exchange Benefits following such a change of control would be mutually determined by GE and BHGE acting in good faith based on projected standalone taxable income of BHGE LLC as of immediately prior to such change of control.

Commercial Agreements

Non-Competition Agreement and Channel Agreement

At Closing, GE and BHGE entered into a Non-Competition Agreement, dated as of July 3, 2017 (the "Non-Competition Agreement"), pursuant to which GE and its subsidiaries (other than, when used in this description of the Non-Competition Agreement, BHGE and its subsidiaries) agreed, during the period commencing on the Closing Date and ending on the second anniversary of the Trigger Date, not to own, manage or operate, directly or indirectly, any business that engages in certain oil and gas activities and other discrete oil and gas related segments. Notwithstanding the non-competition obligation, GE and its subsidiaries are allowed to engage in certain activities in the oil and gas industry, including, among others: (i) existing business activities conducted by GE and its subsidiaries (other than GE O&G) as of the date the Transaction Agreement was originally executed; (ii) certain minority equity investments; (iii) certain financial services business activities and (iv) certain other specified activities, such as certain activities relating to additives manufacturing, controls systems and digital systems.

At Closing, GE and BHGE also entered into a separate agreement, dated as of July 3, 2017 ("the Channel Agreement"), relating to the allocation of certain oil and gas related segments and related strategies not otherwise covered by the Non-Competition Agreement. Pursuant to this agreement, the parties identified, subject to the Non-Competition Agreement, a number of sales channels in specified segments. These channels include: (i) sales of certain gas and steam turbines and the related services; (ii) certain offerings by the Digital business unit of GE; (iii) upgrade of certain controls systems products and services; and (iv) certain core non-O&G products historically sold by GE O&G. The responsibility for leading the customers' accounts with respect to these sales channels will be allocated to either GE or BHGE. Channel allocations will be dynamic as necessary to respond to the changed circumstances to best position the parties to respond to customers' demands as mutually agreed by the channel partners, subject to the terms of the Channel Agreement.

The above summary of the terms of the Non-Competition Agreement and the Channel Agreement is not a complete description thereof and is qualified in its entirety by the full text of each agreement, copies of which are filed as Exhibit 10.6 and Exhibit 10.7, respectively, hereto and incorporated herein by reference.

IP Cross-License Agreement

At Closing, GE and BHGE LLC entered into an IP Cross-License Agreement, dated as of July 3, 2017 (the "IP Cross-License Agreement"). Under the IP Cross-License Agreement, GE licenses and causes its affiliates (other than GE Digital LLC ("GE Digital")) to license to BHGE LLC and its affiliates certain intellectual property controlled (whether directly or indirectly) by GE (other than GE Digital) as of the Closing Date or acquired thereafter for BHGE LLC's use within the field of certain oil and gas activities and certain oil and gas-related segments, and in support of certain limited non-oil and gas Baker Hughes business lines operated as of the Closing Date. In addition, BHGE LLC licenses and causes its affiliates to license to GE and its affiliates (other than GE Digital) certain intellectual property controlled (whether directly or indirectly) by BHGE LLC as of the Closing Date or acquired thereafter for GE's use outside of the field of the license granted to BHGE LLC described in the previous sentence.

Both licenses in the IP Cross-License Agreement are granted on a non-exclusive, royalty-free, fully paid-up and worldwide basis, and each licensee party may permit its suppliers, contractors, distributors and consultants to exercise the licensee party's rights (but solely on behalf of the licensee party). Each licensor party retains ownership in the intellectual property that it licenses to the licensee party, but any future improvements made to such licensed intellectual property will be owned by the party making such improvement and will be licensed to the non-owning party pursuant to the terms outlined above. Neither GE nor BHGE LLC is required to transfer or grant access to technological embodiments of, or know-how related to, its intellectual property pursuant to the IP Cross-License Agreement.

The IP Cross-License Agreement terminates upon (i) the Trigger Date or (ii) in certain other circumstances described in the IP Cross-License Agreement. The licenses granted under the agreement will survive termination solely for certain intellectual property used or held for use by the applicable licensee 150 days prior to the date that an agreement is entered into (x) to cause GE to no longer have control of BHGE LLC or (y) to sell primarily all of the assets of BHGE LLC to a third party.

The above summary of the terms of the IP Cross-License Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.8 hereto and incorporated herein by reference.

Trademark License Agreement

At Closing, GE and BHGE LLC entered into a Trademark License Agreement, dated as of July 3, 2017 (the "Trademark License Agreement"), pursuant to which GE licenses to BHGE LLC the right to use certain "GE" marks:

1. On an exclusive basis for use with BHGE LLC's products and services in connection with certain oil and gas activities and discrete oil and gas-related segments;

2. On a non-exclusive basis for use with BHGE LLC's products and services in connection with other oil and gas activities, the offering of certain polymers, the offering of agricultural chemicals to the agricultural industry, certain geothermal activities and other discrete oil and gas-related segments in which GE is also permitted to sell products and services; and

3. On a non-exclusive basis for use in BHGE LLC's corporate name.

The license is granted on a non-transferable and worldwide basis, and is sublicensable to certain of BHGE LLC's subsidiaries. The license is royalty-bearing and the royalty is included as part of the Corporate Assessment (as defined below) paid by BHGE LLC to GE under the Intercompany Services Agreement (as defined below).

The Trademark License Agreement governs BHGE LLC's use of the licensed trademarks and provides GE quality control rights with respect to the products and services of BHGE LLC that use the licensed trademarks. GE may monitor BHGE LLC's compliance with its obligations relating to the use of the licensed trademarks by means of audit rights.

The term of the agreement is for renewable five-year periods but may be terminated (i) voluntarily by BHGE LLC at the expiration of any such five-year period if notice of such termination is given by BHGE LLC at least three months prior to such expiration, (ii) by GE (a) if BHGE LLC commits one of certain specified material breaches of the agreement without curing within a specified time period or (b) on the Trigger Date, subject to a phase-out period for BHGE LLC's use of the licensed trademarks, and (iii) in certain other circumstances described in the Trademark License Agreement. In addition, the agreement shall automatically terminate upon the occurrence of certain bankruptcy-related events.

The above summary of the terms of the Trademark License Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.9 hereto and incorporated herein by reference.

GE Digital Master Products and Services Agreement

At Closing, GE Digital and BHGE LLC entered into a GE Digital Master Products and Services Agreement, dated as of July 3, 2017 (the "GE Digital Master Products and Services Agreement"), pursuant to which GE Digital provides to BHGE LLC certain digital products and services that are offered by GE Digital to GE's other industrial business segments, including hardware, software, hosted services, professional services and access to GE Digital's global foundries. The products and services are offered for use in connection with the combined business of Baker Hughes and GE O&G on terms and conditions, including pricing, that are generally consistent with those offered by GE Digital to GE's other industrial business segments. BHGE LLC may also offer to its customers certain products and services offered by GE Digital under the agreement.

Except as otherwise agreed by the parties in writing, the products and services offered by GE Digital under the agreement will vary depending upon the then-current GE Digital products and services. The services offered include (i) ongoing services that were provided to GE O&G and described in written documentation as of Closing, (ii) new services mutually agreed upon by the parties in written documentation after Closing, and (iii) services that GE Digital makes generally available to similar GE businesses without requiring written documentation. Except as otherwise agreed by the parties in writing, GE Digital is required to provide such services (other than those within category (iii)) to the same standard as GE Digital previously provided such services to GE O&G or to the same standard as GE Digital generally provides to similar GE businesses.

Either party may terminate any one or more written documentation whereby the parties have agreed to the provision of products or services, in whole but not in part, at any time if the other party has failed to perform any of its material obligations relating to such written documentation, and such failure has continued for 45 days following the notice thereof. Unless terminated earlier in certain circumstances described in the agreement, the GE Digital Master Products and Services Agreement will terminate on the Trigger Date.

The above summary of the terms of the GE Digital Master Products and Services Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.10 hereto and incorporated herein by reference.

Intercompany Services Agreement

At Closing, GE and BHGE LLC entered into an Intercompany Services Agreement, dated as of July 3, 2017 (the "Intercompany Services Agreement"), pursuant to which GE and its affiliates (the "GE Entities") and BHGE LLC and its affiliates (the "Baker Hughes Entities") provide certain services to each other. The services generally relate to the following:

- GE provides the Baker Hughes Entities with general corporate administrative and certain operational services (the "Administrative Services");
- GE provides the Baker Hughes Entities with confidential access to certain GE proprietary technology and related developments and enhancements thereto, in each case, related to one or more Baker Hughes Entities' operations, products or service offerings in a manner in which GE O&G received similar access to GE during the 12-month period immediately preceding the date the Transaction Agreement was originally executed (the "GE Provided Technology Access");
- BHGE LLC provides the GE Entities with confidential access to certain Baker Hughes proprietary technology and related developments and enhancements thereto, in each case, related to one or more GE Entities' operations, products or service offerings in a manner in which GE received similar access to GE O&G during the 12-month period immediately preceding the date the Transaction Agreement was originally executed (the "Baker Hughes Provided Technology Access");

- GE continues certain service arrangements and processes in effect between GE and GE O&G during the 12-month period immediately preceding the date the Transaction Agreement was originally executed, and BHGE LLC provides a limited number of general corporate services for GE (the "Umbrella Services");
- Each of GE and BHGE LLC provides each other with specialized and tailored technology research and development services related to any GE Entity's or Baker Hughes Entity's business and operations through GE Global Research (the "GE Provided R&D Services") or the applicable affiliate or division of Baker Hughes (the "Baker Hughes Provided R&D Services"), as the case may be;
- Each of GE and BHGE LLC grants each other limited licenses to use and access space at a Baker Hughes facility (the "Baker Hughes Provided Facility Services") or at a GE facility (the "GE Provided Facility Services");
- A GE Entity, on the one hand, and a Baker Hughes Entity, on the other, may also agree from time to time to enter into a research and technology collaboration related to one or more product or service offerings (a "Collaboration"). Any research and technology collaboration with GE's Digital division is governed by the terms of the GE Digital Master Products and Services Agreement; and
- GE also provides BHGE LLC with employee leasing arrangements, payroll, IT services and other services in connection with GE's internal reorganization.

GE provides Administrative Services, GE Provided Technology Access, and use of certain "GE" marks to BHGE LLC in consideration for the payment of $55 million per year (the "Corporate Assessment"). The Corporate Assessment is fixed at a price of $55 million per year for the first two years from the Closing Date. Thereafter, the Corporate Assessment will be subject to an annual adjustment based upon changes in the producer price index. The Corporate Assessment is payable to GE regardless of whether BHGE LLC initiates a request for Administrative Services or GE Provided Technology Access. BHGE LLC, however, may, in whole but not in part, terminate the Intercompany Services Agreement with respect to Administrative Services and GE Provided Technology Access, which includes termination of its use of certain "GE" marks, and will thereafter have no obligation to pay the Corporate Assessment.

The charges for Umbrella Services, which services are offered to GE and BHGE LLC at their option and may be terminated in whole or in part, will be based on the cost to GE or BHGE LLC of providing such Umbrella Services consistent with past practices. GE Provided R&D Services and Baker Hughes Provided R&D Services, also offered at GE's or BHGE LLC's option, will be provided at the then-current rates charged by GE Global Research to other businesses of GE or the rates generally charged by BHGE LLC to the Baker Hughes Entities or unincorporated business units thereof for such services, as applicable. GE Provided Facility Services and Baker Hughes Provided Facility Services will be based on the actual costs and expenses to GE or BHGE LLC of providing such services consistent with the pricing methodology as charged immediately prior to Closing. The GE Entities and the Baker Hughes Entities will pay the fees, costs and expenses owed by such parties under any applicable Collaboration.

The Intercompany Services Agreement will terminate 90 days following the Trigger Date with respect to all services other than GE Technology Provided Access and Baker Hughes Provided Technology Access, which terminate immediately upon the Trigger Date.

The above summary of the terms of the Intercompany Services Agreement is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.11 hereto and incorporated herein by reference.

Supply Agreements

At Closing, GE on behalf of itself and certain of its affiliates and BHGE LLC on behalf of itself and certain of its affiliates each entered into two supply agreements (one with GE as "Seller" and BHGE LLC as "Buyer" thereunder and one with BHGE LLC as "Seller" and GE as "Buyer" thereunder), each dated as of July 3, 2017 (collectively, the "Supply Agreements"), pursuant to which GE and certain of its affiliates will supply BHGE LLC and certain of its affiliates, and BHGE LLC and certain of its affiliates will supply GE and certain of its affiliates, other than BHGE and its subsidiaries, as the case may be, with products, equipment, component parts and related services and licensed software as supplied during the 12-month period immediately preceding the date the Transaction Agreement was originally executed, as well as with such other products, equipment, component parts or related services and licensed software that the parties may agree from time to time (the "Seller Goods").

Pursuant to the Supply Agreements, purchases or licenses of Seller Goods are subject to the terms of the Supply Agreements, the standard terms that the selling entity uses for all like sales or licenses of Seller Goods to unaffiliated third parties, and with such other terms that the parties may, from time to time, agree to in writing under individual purchase orders as may be required to meet the specifications and contractual requirements of the buying entity or its end customers. Other than with respect to accepted purchase orders, there is no obligation on the buying entity to purchase any minimum percentage or volume of Seller Goods under the Supply Agreements.

Pricing for Seller Goods is set forth on an appendix to the Supply Agreements. Any pricing for Seller Goods not set forth on such appendix is based on pricing methodologies used by the selling entity for pricing such Seller Goods, during the 12-month period immediately preceding the signing of the Transaction Agreement or, in the absence of past orders, on an arm's length basis.

The initial term of the Supply Agreements is five years beginning on the Closing Date. The Supply Agreements provide for an automatic renewal of the agreement after expiration of the initial term until the Trigger Date.

For two years following the Trigger Date, to the extent BHGE LLC or any of its affiliates, as the case may be, reduces the amount of any Seller Good that it purchases pursuant to the relevant Supply Agreements by a certain agreed amount, and the applicable GE supplier of such Seller Good has available capacity to supply such Seller Good and is not in material breach of the Supply Agreements, the non-compete obligations contained in the Non-Competition Agreement do not restrict such GE supplier from selling such Seller Good.

The above summary of the terms of the Supply Agreements is not a complete description thereof and is qualified in its entirety by the full text of the Supply Agreements, copies of which are filed as Exhibit 10.12 and Exhibit 10.13 hereto and incorporated herein by reference.

Item 1.02. Termination of a Material Definitive Agreement

On July 3, 2017, in connection with BHGE LLC's entry into the Revolving Credit Facility (as defined in Item 2.03 below), BHGE LLC terminated Baker Hughes' existing five-year committed $2.5 billion revolving credit agreement dated as of July 13, 2016, among Baker Hughes, JP Morgan Chase Bank, N.A., as Administrative Agent, Citibank, N.A., as Syndication Agent, and the other agents and lenders identified therein (the "2016 Credit Agreement"). No borrowings were outstanding under the 2016 Credit Agreement as of the termination date.

Item 2.01. Completion of Acquisition or Disposition of Assets

The information set forth in the Introduction above is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation or an Obligation under an Off-Balance Sheet Arrangement of a Registrant

BHGE LLC Credit Agreement

On July 3, 2017, BHGE LLC entered into a Credit Agreement (the "Revolving Credit Facility") with JPMorgan Chase Bank, N.A., as Administrative Agent, and certain lenders thereto for the provision of a revolving credit facility.

Subject to certain permitted extensions, the Revolving Credit Facility has a term of five years and provides for an aggregate principal amount of $3.0 billion of loans thereunder.

The revolving loans will bear interest at a rate per annum based upon, depending on the type of loan, the Eurodollar rate or the alternative base rate, plus in each case, a ratings-based margin.

The unpaid principal amount of each loan matures on July 3, 2022, and accrued interest on each loan is payable in arrears on each applicable interest payment date.

The credit agreement for the Revolving Credit Facility contains (i) certain customary representations and warranties, (ii) certain affirmative covenants, (iii) no negative covenants and (iv) certain customary events of default, including among other things, cross-acceleration to certain indebtedness, and certain events of bankruptcy. If such an event of default occurs, the lenders under the Revolving Credit Facility would be entitled to accelerate amounts due under the Revolving Credit Facility.

The above summary of the terms of the Revolving Credit Facility is not a complete description thereof and is qualified in its entirety by the full text of such agreement which is filed as Exhibit 10.14 hereto and incorporated herein by reference.

Supplemental Indentures

On July 3, 2017, in connection with the Transactions, BHGE LLC, Baker Hughes Co-Obligor, Inc. ("Co-Obligor") and The Bank of New York Mellon Trust Company, N.A., as trustee, entered into the Second Supplemental Indenture (the "Supplemental Indenture to the 2008 Baker Hughes Indenture") to that certain indenture, dated as of October 28, 2008, as amended (the "2008 Baker Hughes Indenture"), governing the 5.125% Senior Notes due 2040 of Baker Hughes (CUSIP 057224AZ0), the 3.20% Senior Notes due 2021 of Baker Hughes (CUSIP 057224BC0) and the 7.50% Senior Notes due 2018 of Baker Hughes (CUSIP 057224AY3) (the "BHI 2040, 2021 and 2018 Notes"). Pursuant to the Supplemental Indenture to the 2008 Baker Hughes Indenture, BHGE LLC and Co-Obligor have, jointly and severally, assumed all of the obligations, and succeeded to all of the rights, of Baker Hughes under the 2008 Baker Hughes Indenture and the BHI 2040, 2021 and 2018 Notes. Co-Obligor was incorporated under the laws of the State of Delaware for the sole purpose of serving as a co-obligor of debt securities and has no assets or operations other than those related to its sole purpose.

On July 3, 2017, BHGE LLC, Co-Obligor and The Bank of New York Mellon Trust Company, N.A., as trustee, entered into the First Supplemental Indenture (the "Supplemental Indenture to the 1991 Baker Hughes Indenture") to that certain indenture, dated as of May 15, 1991 (the "1991 Baker Hughes Indenture"), governing the 6.875% Notes due 2029 of Baker Hughes (CUSIP 057224AK3) (the "BHI 2029 Notes"). Pursuant to the Supplemental Indenture to the 1991 Baker Hughes Indenture, BHGE LLC and Co-Obligor have, jointly and severally, assumed all of the obligations, and succeeded to all of the rights, of Baker Hughes under the 1991 Baker Hughes Indenture and the BHI 2029 Notes.

On July 3, 2017, BHGE LLC, Co-Obligor, Baker Hughes Oilfield Operations, LLC, Baker Hughes International Branches, LLC and Wells Fargo Bank, National Association, as trustee, entered into the Sixth Supplemental Indenture (the "Supplemental Indenture to the 2006 BJ Services Company Indenture") to that certain indenture, dated as of June 8, 2006, as amended (the "2006 BJ Services Indenture"), governing the 6.00% Senior Notes due 2018 of BJ Services Company, which was succeeded by Western Atlas Inc. (CUSIP 055482AJ2) (the "BJ Services 2018 Notes"). In connection with Baker Hughes undertaking certain restructuring transactions to facilitate the Transactions, including converting certain U.S. corporate subsidiaries of Baker Hughes to limited liability companies, substantially all of the assets of Western Atlas Inc. have been transferred to BHGE LLC, Baker Hughes Oilfield Operations, LLC and Baker Hughes International Branches, LLC. Pursuant to the Supplemental Indenture to the 2006 BJ Services Company Indenture, BHGE LLC, Co-Obligor, Baker Hughes Oilfield Operations, LLC and Baker Hughes International Branches, LLC have, jointly and severally, assumed all of the obligations, and succeeded to all of the rights, of Western Atlas Inc. under the 2006 BJ Services Company Indenture and the BJ Services 2018 Notes.

On July 3, 2017, BHGE LLC, Co-Obligor, Baker Hughes Oilfield Operations, LLC, Baker Hughes International Branches, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee, entered into the First Supplemental Indenture (the "Supplemental Indenture to the 1994 Western Atlas Inc. Indenture") to that certain indenture, dated as of May 15, 1994 (the "1994 Western Atlas Inc. Indenture"), governing the 8.55% Debentures due 2024 of Western Atlas Inc. (CUSIP 957674AD6) (the "Western Atlas 2024 Debentures"). Pursuant to the Supplemental Indenture to the 1994 Western Atlas Inc. Indenture, BHGE LLC, Co-Obligor, Baker Hughes Oilfield Operations, LLC and Baker Hughes International Branches, LLC have, jointly and severally, assumed all of the obligations, and succeeded to all of the rights, of Western Atlas Inc. under the 1994 Western Atlas Inc. Indenture and the Western Atlas 2024 Debentures.

BHGE will not be a guarantor or otherwise responsible for BHGE LLC indebtedness described above.

The foregoing description of the supplemental indentures is qualified in its entirety by reference to the full text of such supplemental indentures, copies of which are filed hereto as Exhibits 4.1, 4.2, 4.3 and 4.4 and are incorporated herein by reference.

Item 3.03. Material Modification to Rights of Security Holders

The information set forth in Item 5.03 below is incorporated herein by reference.

Item 5.02. Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers

Effective immediately following Closing, consistent with the information set forth in the Registration Statement, each of the following individuals were elected to the BHGE Board: Jeffrey R. Immelt, Martin S. Craighead, W. Geoffrey Beattie, Gregory D. Brenneman, Clarence P. Cazalot, Jr., Lynn L. Elsenhans, Jamie S. Miller, James J. Mulva, J. Larry Nichols, John G. Rice and Lorenzo Simonelli. The directors were appointed to the following committees of the BHGE Board: Audit Committee (Ms. Elsenhans and Messrs. Mulva and Beattie); Compensation Committee (Messrs. Immelt, Brenneman, Craighead, Mulva and Rice); Governance & Nominating Committee (Ms. Miller and Messrs. Beattie, Cazalot, Nichols and Brenneman); and Conflicts Committee (Messrs. Cazalot, Nichols and Brenneman). Effective as of Closing, all of the members of the Baker Hughes board of directors resigned, which includes those that were elected to the BHGE Board (Messrs. Craighead, Brenneman, Cazalot and Nichols and Ms. Elsenhans) and William H. Easter III, Anthony G. Fernandes, Claire W. Gargalli, Pierre H. Jungels, James A. Lash, James W. Stewart and Charles L. Watson. Effective immediately prior to Closing, William Marsh and Lee Whitley resigned from the BHGE Board, positions they held while BHGE was a subsidiary of Baker Hughes.

The BHGE Board approved the compensation program described below for its members who are not employed by BHGE or GE or any of their respective subsidiaries. Members of the BHGE Board who are employed by BHGE or GE are not separately compensated for their service on the BHGE Board. The cash retainers will be paid in equal monthly installments and the equity grant will be made annually, with the first grant prorated for the period from the Closing Date through the date of BHGE's annual stockholder meeting in 2018.

Annual Cash Compensation:

Annual Retainer:	$100,000
Audit Committee Chair Annual Retainer:	$ 20,000
Other Committee Chair Annual Retainer:	$ 15,000
Audit Committee Members Retainer:	$ 10,000
Other Committee Members Retainer:	$ 5,000
Annual Equity Grant:	$175,000

Effective immediately following Closing, BHGE appointed Lorenzo Simonelli as its President & Chief Executive Officer, Brian Worrell as its Chief Financial Officer and Kurt Camilleri as its Controller and Chief Accounting Officer. Effective as of Closing, the following officers resigned from their positions at Baker Hughes: Mr. Craighead (Chairman and Chief Executive Officer); Kimberly Ross (Senior Vice President and Chief Financial Officer); and Kelly Janzen (Vice President, Controller and Chief Accounting Officer). Effective immediately prior to Closing, Martin Craighead resigned as President of BHGE, a position he held while BHGE was a subsidiary of Baker Hughes.

The biographies for Messrs. Simonelli and Worrell are set forth in the Registration Statement under the section entitled "Executive Officers and Executive Compensation" starting on page 241 and are incorporated herein by reference. Mr. Camilleri (42) has been the Global Controller for GE O&G since July 2013. Immediately prior to joining GE O&G, Mr. Camilleri served as the Global Controller for GE Transportation from January 2013 to June 2013, and prior to that he served as the Controller for Europe and Eastern and African Growth Markets (EAGM) for GE Healthcare from 2010 to January 2013. Mr. Camilleri joined GE in January 2006 as the Medical Diagnostics Global Controller for GE Healthcare. He began his career in 1996 with Pricewaterhouse in London, which subsequently became PricewaterhouseCoopers.

GE O&G entered into an offer letter with each of Messrs. Worrell and Camilleri on July 2, 2017 setting forth the terms of their respective employment by BHGE following Closing. Each letter was contingent on Closing and ratification by the BHGE Board and became an obligation of BHGE on Closing. Mr. Simonelli's compensation arrangement will be finalized following Closing. Mr. Worrell will report to Mr. Simonelli, and Mr. Camilleri will report to Mr. Worrell. Both will be based in London, UK.

Messrs. Worrell and Camilleri will have the following initial base salary, annual bonus target as a percentage of base salary and long term incentive award target value: Mr. Worrell ($850,000, 100%, $3,500,000) and Mr. Camilleri ($325,000, 70%, $275,000). All amounts for Mr. Camilleri are converted from British pounds. Pursuant to the letters, each of Messrs. Worrell and Camilleri are entitled to receive two equity grants with respect to shares of BHGE common stock: a founders grant in the amount of $3,500,000 and $500,000, respectively, and a mirror grant in the amount of $1,036,700 and $150,000, respectively. Both grants will be made following Closing. The founders grant will be comprised 75% of restricted stock units and 25% of stock options, and the mirror grant will consist of restricted stock units. Both grants will vest one-third on each of the first three anniversaries of the respective grant date.

Each letter includes a waiver by the executive of his rights to continued participation in the GE 2016-2018 Long Term Performance Award, provided they each will remain eligible to receive a lump sum cash payment equivalent to the amount he would have otherwise been eligible to receive from Closing to year-end 2017 paid in 2019 at the ordinary time payments are made under the program, subject to continued employment through the payment date (except, in the case of Mr. Worrell, if he resigns with cause or is terminated without cause, as such term is defined in his letter). In addition, each executive will continue to participate in GE's equity, benefit and retirement (and, in the case of Mr. Worrell, expatriate) plans and will be eligible to participate in BHGE's Severance Plan described below.

Mr. Worrell's letter also provides for (i) upon a termination without cause, an additional severance payment of six months of salary and an amount equal to 1.5 times the greater of his last annual bonus and the average of his last three year bonuses, (ii) except where he voluntarily resigns or is terminated with cause, a bonus for the prior completed year to the extent unpaid and a prorated bonus for the year in which the termination occurs and (iii) certain protections in the case of a change in control of BHGE. If Mr. Worrell is terminated without cause, he will not be subject to certain restrictive covenants. If he resigns or is terminated for cause, such restrictive covenants will continue for three months following termination, during which period he will also be subject to additional noncompete restrictions.

BHGE will enter into an indemnification agreement with each of its directors and executive officers. A form of indemnification agreement is filed as Exhibit 10.15 hereto and incorporated herein by reference.

Effective immediately following Closing, the BHGE Board adopted the Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "LTIP"), as amended, and the Compensation Committee of the BHGE Board approved forms of award agreements under the LTIP. The LTIP and its performance goals were approved prior to Closing by the stockholders of Baker Hughes at the special meeting of its shareholders on June 30, 2017. A description of the LTIP and those performance goals is set forth in the Registration Statement under the section entitled "Bear Newco, Inc. 2017 Long-Term Incentive Plan" starting on page 188 and under the section entitled "Executive Officer Performance Goals" starting on page 192 and incorporated herein by reference. Such description is qualified in its entirety by reference to the LTIP, as amended, which is filed herewith as Exhibit 10.16. The approved forms of award agreement are filed herewith as Exhibits 10.17 through 10.21 and are incorporated herein by reference.

Effective immediately following Closing, the Compensation Committee of the BHGE Board adopted the Baker Hughes, a GE company Executive Officer Short-Term Incentive Plan (the "STIP"). The performance goals under the STIP were approved prior to Closing by the stockholders of Baker Hughes at the special meeting of its shareholders on June 30, 2017. A description of those goals is set forth in the Registration Statement under the section entitled "Executive Officer Performance Goals" starting on page 192 and incorporated herein by reference. Such description is qualified in its entirety by reference to the STIP, which is filed herewith as Exhibit 10.22.

Effective immediately following Closing, the Compensation Committee of the BHGE Board adopted the Baker Hughes, a GE company Severance Benefits Plan (the "Severance Plan"). The Severance Plan provides for salary continuation for up to 12 months and outplacement benefits upon an involuntary termination of a participant that is not due to unacceptable performance or a violation of BHGE rules or policies (including breach of any restrictive covenants). These severance benefits are conditioned on the participant's execution and non-revocation of a separation agreement in a form acceptable to BHGE and compliance with any restrictive covenant entered into between the participant and BHGE. Such description is qualified in its entirety by reference to the Severance Plan, which is filed herewith as Exhibit 10.23.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

In connection with the Transactions, on July 3, 2017, BHGE amended and restated its Certificate of Incorporation and Bylaws, and further amended and restated its Bylaws to extend the right of indemnification under Section 7.1 thereof to those persons who serve as a director or officer of direct and indirect subsidiaries of BHGE, including BHGE LLC. The Amended and Restated Certificate of Incorporation (the "BHGE Charter") and Amended and Restated Bylaws of BHGE reflecting both amendments and restatements (the "BHGE Bylaws") are attached as Exhibits 3.1 and 3.2, respectively, to this Current Report on Form 8-K and are incorporated by reference herein. Additional information regarding the BHGE Charter and BHGE Bylaws is incorporated by reference to the section entitled "Comparison of Stockholder Rights and Corporate Governance Matters" beginning on page 178 of the Registration Statement.

Item 9.01. Financial Statements and Exhibits

(a) Financial Statements of Businesses Acquired.

The financial information required pursuant to Item 9.01(a) of Form 8-K is incorporated by reference to the sections entitled "Unaudited Condensed Combined Financial Statements of GE Oil and Gas for the three months ended March 31, 2017" beginning on page FS-2 and "Audited Combined Financial Statements of GE Oil and Gas for the years ended December 31, 2016, 2015, and 2014" beginning on page FS-27 of the Registration Statement.

(b) Pro Forma Financial Information.

The pro forma financial information required pursuant to Item 9.01(b) of Form 8-K is incorporated by reference to the section entitled "Unaudited Pro Forma Condensed Combined Financial Statements" beginning on page 166 of the Registration Statement.

(d) Exhibits.

Exhibit Number	Description
2.1	Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among General Electric Company, Baker Hughes Incorporated, Bear Newco, Inc. and Bear MergerSub, Inc. (incorporated by reference to Annex A to the proxy statement that forms a part of BHGE's registration statement on Form S-4 (File No. 333-216991) initially filed on March 29, 2017, and declared effective on May 30, 2017)
2.2	Amendment, dated as of March 27, 2017, to the Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among General Electric Company, Baker Hughes Incorporated, Bear Newco, Inc., Bear MergerSub, Inc., BHI Newco, Inc. and Bear MergerSub 2, Inc. (incorporated by reference to Annex A-II to the proxy statement that forms a part of BHGE's registration statement on Form S-4 (File No. 333-216991) initially filed on March 29, 2017, and declared effective on May 30, 2017)
3.1	Amended and Restated Certificate of Incorporation of Baker Hughes, a GE company
3.2	Amended and Restated Bylaws of Baker Hughes, a GE company
4.1	Second Supplemental Indenture to the Indenture dated as of October 28, 2008, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee
4.2	First Supplemental Indenture to the Indenture dated as of May 15, 1991, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc. and The Bank of New York Mellon Trust Company, N.A., as trustee
4.3	Sixth Supplemental Indenture to the Indenture dated as of June 8, 2006, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc., Baker Hughes Oilfield Operations, LLC, Baker Hughes International Branches, LLC and Wells Fargo Bank, National Association, as trustee
4.4	First Supplemental Indenture to the Indenture dated as of May 15, 1994, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc., Baker Hughes Oilfield Operations, LLC, Baker Hughes International Branches, LLC and The Bank of New York Mellon Trust Company, N.A., as trustee
10.1	Stockholders Agreement, dated as of July 3, 2017, between Baker Hughes, a GE company and General Electric Company

Exhibit Number	Description
10.2	Registration Rights Agreement, dated as of July 3, 2017, between Baker Hughes, a GE company and General Electric Company
10.3	Exchange Agreement, dated as of July 3, 2017, among General Electric Company, GE Oil & Gas US Holdings I, Inc., GE Oil & Gas US Holdings IV, Inc., GE Holdings (US), Inc., Baker Hughes, a GE company and Baker Hughes, a GE company, LLC
10.4	Amended and Restated Operating Agreement of Baker Hughes, a GE company, LLC, dated as of July 3, 2017
10.5	Tax Matters Agreement, dated as of July 3, 2017, among General Electric Company, Baker Hughes, a GE company, EHHC Newco, LLC and Baker Hughes, a GE company, LLC
10.6	Non-Competition Agreement, dated as of July 3, 2017, between General Electric Company and Baker Hughes, a GE company
10.7	Channel Agreement, dated as of July 3, 2017, between General Electric Company and Baker Hughes, a GE company
10.8	IP Cross License Agreement, dated as of July 3, 2017, between General Electric Company and Baker Hughes, a GE company, LLC
10.9	Trademark License Agreement, dated as of July 3, 2017, between General Electric Company and Baker Hughes, a GE company, LLC
10.10	GE Digital Master Products and Services Agreement, dated as of July 3, 2017, between GE Digital LLC and Baker Hughes, a GE company, LLC
10.11	Intercompany Services Agreement, dated as of July 3, 2017, between General Electric Company and Baker Hughes, a GE company, LLC
10.12	Supply Agreement, dated as of July 3, 2017, between General Electric Company, as Seller, and Baker Hughes, a GE company, LLC, as Buyer
10.13	Supply Agreement, dated as of July 3, 2017, between Baker Hughes, a GE company, LLC, as Seller, and General Electric Company, as Buyer
10.14	Credit Agreement, dated as of July 3, 2017, among Baker Hughes, a GE company, LLC, JPMorgan Chase Bank, as Administrative Agent, and the Lenders party thereto
10.15	Form of Indemnification Agreement
10.16	Baker Hughes, a GE company 2017 Long-Term Incentive Plan, as amended

Exhibit Number	Description
10.17	Form of Stock Option Award Agreement
10.18	Form of Senior Executive Stock Option Award Agreement
10.19	Form of Restricted Stock Unit Award Agreement
10.20	Form of Senior Executive Restricted Stock Unit Award Agreement
10.21	Form of Director Restricted Stock Unit Award Agreement
10.22	Baker Hughes, a GE company Executive Officer Short-Term Incentive Plan
10.23	Baker Hughes, a GE company Severance Benefits Plan

SIGNATURE

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.

Dated: July 3, 2017

Baker Hughes, a GE company

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

EXHIBIT INDEX

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AMENDED AND RESTATED

CERTIFICATE OF INCORPORATION

OF

BEAR NEWCO, INC.

(originally incorporated on October 28, 2016
under the name Bear NewCo, Inc.)

ARTICLE I
NAME

The name of the corporation is Baker Hughes, a GE company (hereinafter called the "Corporation"). The date of the filing of its original certificate of incorporation with the Secretary of State of the State of Delaware was October 28, 2016.

ARTICLE II
REGISTERED OFFICE AND AGENT

The address of the Corporation's registered office in the State of Delaware is 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

ARTICLE III
PURPOSE

The purpose of the Corporation is to engage in any lawful act or activity for which corporations may be organized under the General Corporation Law of the State of Delaware (the "DGCL").

ARTICLE IV
CAPITAL STOCK

(A) Classes of Stock. The total number of shares of all classes of capital stock that the Corporation is authorized to issue is 3,300,000,000 shares, which shall be divided into three classes of stock designated as follows:

1. 2,000,000,000 shares of Class A common stock, $0.0001 par value per share ("Class A Common Stock");

2. 1,250,000,000 shares of Class B common stock, $0.0001 par value per share ("Class B Common Stock", and together with Class A Common Stock, "Common Stock"); and

3. 50,000,000 shares of undesignated preferred stock, $0.0001 par value per share ("Preferred Stock").

(B) Subject to the rights of the holders of any series of Preferred Stock, the number of authorized shares of either the Common Stock or Preferred Stock may be increased or decreased (but not below the number of shares thereof then outstanding) by the affirmative vote of the holders of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereon irrespective of the provisions of Section 242(b)(2) of the DGCL (or any successor provision thereto), and no vote of the holders of either the Common Stock or Preferred Stock voting separately as a class shall be required therefor.

(C) Common Stock. The powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof, of the Common Stock, are as follows:

1. Ranking. The voting, dividend and liquidation rights of the holders of the Common Stock are subject to and qualified by such rights of the holders of any series of Preferred Stock as may be designated by the Board of Directors of the Corporation (the "Board") upon any issuance of any series of Preferred Stock.

2. Voting.

(a) Each outstanding share of Common Stock shall entitle the holder thereof to one vote on each matter properly submitted to the stockholders of the Corporation for their vote, except as otherwise provided in section (C)(2)(b) of this Article IV.

(b) Except as otherwise provided by law or by the resolution or resolutions providing for the issue of any series of Preferred Stock, the holders of outstanding shares of Common Stock shall have the exclusive right to vote for the election of directors and for all other purposes. Notwithstanding any other provision of this Amended and Restated Certificate of Incorporation (as the same may be further amended and/or restated from time to time, including the terms of any Preferred Stock Designation (as defined below), this "Certificate of Incorporation") to the contrary, the holders of Common Stock shall not be entitled to vote on any amendment to this Certificate of Incorporation (including any Preferred Stock Designation) that relates solely to the terms of one or more outstanding series of Preferred Stock if the holders of such affected series are entitled, either separately or together as a class with the holders of one or more other such series, to vote thereon pursuant to this Certificate of Incorporation (including any Preferred Stock Designation) or the DGCL.

(c) Except as otherwise required in this Certificate of Incorporation or by applicable law, the holders of Common Stock shall vote together as a single class (or, if the holders of one or more series of Preferred Stock are entitled to vote together with the holders of Common Stock, together as single class with the holders of such other series of Preferred Stock) on all matters submitted to a vote of stockholders generally.

3. Dividends. Subject to the rights of the holders of any series of Preferred Stock, the holders of Class A Common Stock shall be entitled to receive such dividends and other distributions in cash, stock or property of the Corporation when, as and if declared thereon by the Board from time to time out of assets or funds of the Corporation legally available therefor. Dividends and other distributions shall not be declared or paid on the Class B Common Stock.

4. Liquidation. Subject to the rights of the holders of any series of Preferred Stock, the holders of Class A Common Stock shall be entitled to receive the assets and funds of the Corporation available for distribution to stockholders in the event of any liquidation, dissolution or winding up of the affairs of the Corporation, whether voluntary or involuntary. A liquidation, dissolution or winding up of the affairs of the Corporation, as such terms are used in this section (C)(4), shall not be deemed to be occasioned by, or to include, any consolidation or merger of the Corporation with or into any other person or a sale, lease, exchange or conveyance of all or a part of its assets. The holders of shares of Class B Common Stock, as such, shall not be entitled to receive any assets of the Corporation in the event of any dissolution, liquidation or winding up of the Corporation.

(D) Preferred Stock. Shares of Preferred Stock may be issued from time to time in one or more series. The Board is hereby authorized to provide by resolution or resolutions from time to time for the issuance, out of the unissued shares of Preferred Stock, of one or more series of Preferred Stock by filing a certificate of designation pursuant to the DGCL (a "Preferred Stock Designation"), setting forth such resolution or resolutions and, with respect to each such series, establishing the number of shares to be included in such series, and fixing the voting powers, full or limited, or no voting power of the shares of such series, and the designation, preferences and relative, participating, optional or other special rights, and the qualifications, limitations, or restrictions thereof, if any, of the shares of each such series. The powers, designation, preferences and relative, participating, optional and other special rights, and the qualifications, limitations and restrictions thereof, if any, of each series of Preferred Stock may differ from those of any and all other series at any time outstanding. The authority of the Board with respect to each series of Preferred Stock shall include, but not be limited to, the determination of the following:

1. the designation of the series, which may be by distinguishing name, number, letter or title;

2. the number of shares of the series, which number the Board may thereafter (except where otherwise provided in the Preferred Stock Designation) increase or decrease (but not below the number of shares thereof then outstanding);

3. the rights in respect of any dividends (or methods of determining the dividends), if any, payable to the holders of the shares of such series, any conditions upon which such dividends shall be paid, the amounts or rates at which dividends, if any, will be payable on, and the preferences, if any, of shares of such series in respect of dividends, whether such dividends, if any, shall be cumulative or noncumulative and the date or dates upon which such dividends shall be payable;

4. the redemption rights and price or prices, if any, for shares of the series, the form of payment of such price or prices (which may be cash, property or rights, including securities of the Corporation or another corporation or entity) for which, the period or periods within which and the other terms and conditions upon which the shares of such series may be redeemed, in whole or in part, at the option of the Corporation or at the option of the holder or holders thereof or upon the happening of a specified event or events, if any, including the obligation, if any, of the Corporation to purchase or redeem shares of such series pursuant to a sinking fund or otherwise;

5. the amounts payable out of the assets of the Corporation on, and the preferences, if any, of, shares of the series in the event of any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the Corporation;

6. whether the shares of the series shall be convertible into or exchangeable for, shares of any other class or series, or any other security, of the Corporation or any other corporation, and, if so, the specification of such other class or series or such other security, the conversion or exchange price or prices or rate or rates, any adjustments thereof, the date or dates at which such shares shall be convertible or exchangeable and all other terms and conditions upon which such conversion or exchange may be made;

7. any restrictions on the issuance of shares of the same series or any other class or series;

8. the voting rights, if any, of the holders of shares of the series generally or upon specified events; and

9. any other powers, preferences and relative, participating, optional or other special rights, and the qualifications, limitations and restrictions thereof, if any, of each series of Preferred Stock, all as may be determined from time to time by the Board and stated in the resolution or resolutions providing for the issuance of such series of Preferred Stock.

Without limiting the generality of the foregoing, the resolutions providing for issuance of any series of Preferred Stock may provide that such series shall be superior to, rank equally with or be junior to any other series of Preferred Stock to the extent permitted by law.

(E) Restrictions on Transfers and Issuances.

1. No shares of Class B Common Stock may be issued except to a holder of Common Units or its Affiliates (other than the Corporation or any subsidiary of the Corporation that is a holder of Common Units), such that after such issuance of Class B Common Stock such holder (together with its Affiliates) holds an identical number of Common Units and shares of Class B Common Stock unless otherwise provided in the LLC Agreement (as defined below).

2. No shares of Class B Common Stock may be transferred by the holder thereof except (i) for no consideration to the Corporation or Baker Hughes, a GE company, LLC, in each case upon which transfer such shares shall, to the full extent permitted by law, automatically be retired or (ii) in accordance with the terms of the Stockholders Agreement (as defined herein), the Amended and Restated Limited Liability Company Agreement of Baker Hughes, a GE company, LLC, dated as of July 3, 2017, as the same may be further amended and/or restated from time to time (the "LLC Agreement") and the Exchange Agreement, dated as of July 3, 2017, by and among Baker Hughes, a GE company, LLC, the Corporation and GE (as defined below), copies of which will be provided to any stockholder of the Corporation upon written request therefor. Any stock certificates representing shares of Class B Common Stock shall include a legend referencing the transfer restrictions set forth herein. As used in this Certificate of Incorporation, "Common Units" has the meaning assigned to such term in the LLC Agreement.

ARTICLE V
MANAGEMENT

This Article V is inserted for the management of the business and for the conduct of the affairs of the Corporation.

(A) General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, except as otherwise provided by law.

(B) Number of Directors. Subject to the rights of holders of any series of Preferred Stock to elect additional directors and to the Stockholders Agreement, the number of directors of the Corporation shall be fixed from time to time by resolution of the Board.

(C) Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term of one (1) year, ending on the date of the next annual meeting of stockholders following the annual meeting of stockholders at which such director was elected; provided, that the term of each such director shall continue until the election and qualification of his or her successor, subject to his or her earlier death, resignation, disqualification or removal.

(D) Vacancies. Subject to the rights of holders of any series of Preferred Stock to elect directors and to the terms of the Stockholders Agreement, any newly created directorship that results from an increase in the number of directors, or any vacancy on the Board that results from the death, resignation, disqualification or removal of any director or from any other cause, shall be filled solely by the affirmative vote of a majority of the total number of directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders. Any director elected to fill a vacancy shall hold office for the remaining term of his or her predecessor and until the election and qualification of his or her successor, subject to his or her earlier death, resignation, disqualification or removal.

(E) Removal. Subject to the rights of the holders of any series of Preferred Stock and to the terms of the Stockholders Agreement, any director or the entire Board may be removed from office at any time with or without cause by the affirmative vote of the holders of a majority of the voting power of the issued and outstanding shares of capital stock entitled to vote thereon.

(F) Committees. Pursuant to the Bylaws and subject to the Stockholders Agreement, the Board may establish one or more committees to which may be delegated any or all of the powers and duties of the Board to the full extent permitted by law.

ARTICLE VI
ELECTION OF DIRECTORS

Unless and except to the extent that the Bylaws shall so require, the election of directors of the Corporation need not be by written ballot.

ARTICLE VII
EXCULPATION AND INDEMNIFICATION OF DIRECTORS

(A) Limited Liability. To the fullest extent permitted by the DGCL as the same exists or may hereafter be amended, a director of the Corporation shall not be personally liable to the Corporation or its stockholders for monetary damages for breach of fiduciary duty as a director. No repeal or modification of this Article VII shall apply to or have any adverse effect on any right or protection of, or any limitation of the liability of, a director of the Corporation existing at the time of such repeal or modification with respect to acts or omissions occurring prior to such repeal or modification.

(B) Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation, or has or had agreed to become a director or officer of the Corporation, or, while a director or officer of the Corporation, is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation or of a limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in section (D) of this Article VII, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board.

(C) Prepayment of Expenses. The Corporation shall, to the fullest extent not prohibited by applicable law, as the same exists or may hereafter be amended, pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition, provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by or on behalf of the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VII or otherwise.

(D) Claims. If a claim for indemnification (following the final disposition of such proceeding) or advancement of expenses under this Article VII is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense (including attorney's fees) of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law.

(E) Nonexclusivity of Rights. The rights conferred on any Covered Person by this Article VII shall not be exclusive of any other rights which such Covered Person may have or hereafter acquire under any statute, provision of this Certificate of Incorporation, the Bylaws, any agreement, or pursuant to any vote of stockholders or disinterested directors or otherwise.

(F) Amendment or Repeal. Any repeal or modification of the foregoing provisions of this Article VII shall not adversely affect any right or protection hereunder of any Covered Person in respect of any act or omission occurring prior to the time of such repeal or modification.

(G) Other Indemnification and Prepayment of Expenses. This Article VII shall not limit the right of the Corporation, to the extent and in the manner permitted by law, to indemnify and to advance expenses to persons other than Covered Persons when and as authorized by appropriate corporate action.

(H) Priority of Corporation Obligations. In the event that a Covered Person has rights of indemnification or advancement of expenses from any Person (an "Other Indemnitor") other than the Corporation or an Affiliate of the Corporation in respect of a proceeding and also has rights of indemnification or advancement of expenses from the Corporation under this Article VII, the Corporation shall be primarily liable for indemnification and advancement of expenses to such Covered Person in respect of such proceeding and any obligation of an Other Indemnitor to provide indemnification or advancement of expenses shall be secondary to the obligations of the Corporation under this Article VII. If any Other Indemnitor pays or causes to be paid, for any reason, any amounts otherwise indemnifiable or subject to advancement under this Article VII, then (i) such Other Indemnitor shall be fully subrogated to all rights of the Covered Person with respect to the payments actually made and (ii) the Corporation shall reimburse such Other Indemnitor for the payments actually made.

ARTICLE VIII
STOCKHOLDER ACTION

(A) Any action required or permitted to be taken by the stockholders of the Corporation may be effected at a duly called annual or special meeting of such holders or by a consent in writing by such holders in accordance with Section 228 of the DGCL and the Bylaws. In addition, any action required or permitted to be taken by the holders of any series of Preferred Stock, voting separately as a series or separately as a class with one or more other such series, may be taken without a meeting, without prior notice and without a vote, to the extent expressly so provided by the applicable Preferred Stock Designation.

(B) Except as otherwise required by law and subject to the rights of the holders of any series of Preferred Stock, special meetings of the stockholders of the Corporation for any purpose or purposes may be called at any time only (1) by or at the direction of the Board, any committee thereof, the Chairman of the Board, or the Chief Executive Officer or (2) by the Secretary of the Corporation upon the written request of the holders of a majority of the voting power of the issued and outstanding shares of Common Stock voting together as a single class. Except as provided in the preceding sentence, special meetings of the stockholders of the Corporation may not be called by any person or persons.

(C) Advance notice of stockholder nominations for election of directors and other business to be brought by stockholders before a meeting of stockholders shall be given in the manner provided by the Bylaws.

ARTICLE IX
SECTION 203 OF THE DGCL

The Corporation shall be governed by Section 203 of the DGCL ("Section 203") if and for so long as Section 203 by its terms shall apply to the Corporation.

ARTICLE X
SEVERABILITY

If any provision or provisions (or any part thereof) of this Certificate of Incorporation shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (A) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of this Certificate of Incorporation (including, without limitation, each portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (B) to the fullest extent possible, the provisions of this Certificate of Incorporation (including, without limitation, each such portion of any paragraph of this Certificate of Incorporation containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

ARTICLE XI
AMENDMENT OF CERTIFICATE OF INCORPORATION

The Corporation reserves the right at any time and from time to time to amend, alter, change or repeal any provision contained in this Certificate of Incorporation, and any other provisions authorized by the DGCL may be added or inserted, in the manner now or hereafter prescribed by law; and all rights, preferences and privileges of whatsoever nature conferred upon stockholders, directors or any other persons whomsoever by and pursuant to this Certificate of Incorporation in its present form or as hereafter amended are granted subject to the right reserved in this Article XI. Subject to applicable law and to the Stockholders Agreement, and subject to the rights of the holders of any series of Preferred Stock pursuant to any Preferred Stock Designation, the affirmative vote of the holders of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereon shall be required to amend, alter, change or repeal any provision of this Certificate of Incorporation, or to adopt any new provision of this Certificate of Incorporation.

ARTICLE XII
AMENDMENT OF BYLAWS

In furtherance and not in limitation of the powers conferred upon it by law but subject to the Stockholders Agreement, the Board is expressly authorized and empowered to adopt, amend and repeal the Bylaws by the affirmative vote of a majority of the total number of directors present at a regular or special meeting of the Board at which there is a quorum, or by unanimous written consent. The Bylaws may also be amended, altered or repealed and new Bylaws may be adopted by the affirmative vote of the holders of a majority of the voting power of the issued and outstanding shares of capital stock of the Corporation entitled to vote thereon.

ARTICLE XIII
FORUM

Unless the Corporation consents in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if such court does not have jurisdiction, the Superior Court of the State of Delaware, or, if such other court does not have jurisdiction, the United States District Court for the District of Delaware) shall, to the fullest extent permitted by law, be the sole and exclusive forum for (A) any derivative action or proceeding brought on behalf of the Corporation, (B) any action asserting a claim of breach of a fiduciary duty owed by any director, officer or employee of the Corporation to the Corporation or the Corporation's stockholders, (C) any action asserting a claim arising pursuant to any provision of the DGCL, or (D) any action asserting a claim governed by the internal affairs doctrine. To the fullest extent permitted by law, any person or entity purchasing or otherwise acquiring or holding any interest in shares of capital stock of the Corporation shall be deemed to have notice of and consented to the provisions of this Article XIII.

ARTICLE XIV
CORPORATE OPPORTUNITIES

(A) General. In recognition and anticipation (1) that the Corporation will not be a wholly owned subsidiary of GE and that GE will be a significant stockholder of the Corporation, (2) that directors, officers and/or employees of GE may serve as directors and/or officers of the Corporation, (3) that, subject to any contractual arrangements that may otherwise from time to time be agreed to between GE and the Corporation including the Stockholders Agreement, GE may engage in the same, similar or related lines of business as those in which the Corporation, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Corporation, directly or indirectly, may engage, (4) that GE may have an interest in the same areas of corporate opportunity as the Corporation and Affiliated Companies thereof, and (5) that, as a consequence of the foregoing, it is in the best interests of the Corporation that the respective rights and duties of the Corporation and of GE, and the duties of any directors and/or officers of the Corporation who are also directors, officers and/or employees of GE, be determined and delineated in respect of any transactions between, or opportunities that may be suitable for both, the Corporation and Affiliated Companies thereof, on the one hand, and GE, on the other hand, the sections of this Article XIV shall to the fullest extent permitted by law regulate and define the conduct of certain of the business and affairs of the Corporation in relation to GE and the conduct of certain affairs of the Corporation as they may involve GE and its directors, officers and/or employees, and the power, rights, duties and liabilities of the Corporation and its officers, directors and stockholders in connection therewith. To the fullest extent permitted by law, any Person purchasing or otherwise acquiring any shares of capital stock of the Corporation, or any interest therein, shall be deemed to have notice of and to have consented to the provisions of this Article XIV.

(B) Certain Agreements and Transactions Permitted. The Corporation has entered into the Stockholders Agreement with GE, and, subject to the Stockholders Agreement, may from time to time enter into and perform, and cause or permit any Affiliated Company of the Corporation to enter into and perform, one or more agreements (or modifications or supplements to pre-existing agreements) with GE pursuant to which the Corporation or an Affiliated Company thereof, on the one hand, and GE, on the other hand, agree to engage in transactions of any kind or nature with each other and/or agree to compete, or to refrain from competing or to limit or restrict their competition, with each other, including to allocate and to cause their respective directors, officers and/or employees (including any who are directors, officers and/or employees of both) to allocate opportunities between or to refer opportunities to each other. Subject to section (D) of this Article XIV, and except as otherwise agreed in writing (including in the Stockholders Agreement), no such agreement, or the performance thereof by the Corporation or any Affiliated Company thereof, or GE, shall, to the fullest extent permitted by law, be considered contrary to (1) any fiduciary duty that GE may owe to the Corporation or any Affiliated Company thereof or to any stockholder or other owner of an equity interest in the Corporation or an Affiliated Company thereof by reason of GE being a controlling or significant stockholder of the Corporation or of any Affiliated Company thereof or participating in the control of the Corporation or of any Affiliated Company thereof or (2) any fiduciary duty owed by any director and/or officer of the Corporation or any Affiliated Company thereof who is also a director, officer and/or employee of GE to the Corporation or such Affiliated Company, or to any stockholder thereof. Subject to section (D) of this Article XIV, to the fullest extent permitted by law, GE, as a stockholder of the Corporation or any Affiliated Company thereof, or as a participant in control of the Corporation or any Affiliated Company thereof, shall not have or be under any fiduciary duty to refrain from entering into any agreement or participating in any transaction referred to above, and no director and/or officer of the Corporation who is also a director, officer and/or employee of GE shall have or be under any fiduciary duty to the Corporation or any Affiliated Company thereof to refrain from acting on behalf of the Corporation or any Affiliated Company thereof or of GE in respect of any such agreement or transaction or performing any such agreement in accordance with its terms.

(C) Business Activities. Except as otherwise agreed in writing between the Corporation and GE, including in the Stockholders Agreement, and subject to section (D) of this Article XIV, GE shall to the fullest extent permitted by law have no duty to refrain from (1) engaging in the same or similar activities or lines of business as the Corporation or (2) doing business with any client, customer or vendor of the Corporation, and (except as provided in section (D) of this Article XIV below) neither GE nor any officer, director and/or employee thereof shall, to the fullest extent permitted by law, be deemed to have breached its fiduciary duties, if any, to the Corporation solely by reason of GE's engaging in any such activity. Except as otherwise agreed in writing between the Corporation and GE, in the event that GE acquires knowledge (other than through its position as a stockholder of the Corporation or through any of its directors, officers or employees that are also directors, officers or employees of the Corporation) of a potential transaction or matter that may be a corporate opportunity for both the Corporation and GE, GE shall to the fullest extent permitted by law have fully satisfied and fulfilled its fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if GE acts in a manner consistent with the following policy: if GE acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and GE, such corporate opportunity shall belong to GE unless such opportunity was expressly offered to GE in its capacity as a stockholder of the Corporation. In the case of any corporate opportunity in which the Corporation has renounced its interest and expectancy in the previous sentence, GE shall to the fullest extent permitted by law not be liable to the Corporation or its stockholders for breach of any fiduciary duty as a stockholder of the Corporation by reason of the fact that GE acquires or seeks such corporate opportunity for itself, directs such corporate opportunity to another Person, or otherwise does not communicate information regarding such corporate opportunity to the Corporation.

(D) Corporate Opportunities. Except as otherwise agreed in writing between the Corporation and GE, in the event that a director and/or officer of the Corporation who is also a director, officer and/or employee of GE acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Corporation and GE, such director and/or officer shall to the fullest extent permitted by law have fully satisfied and fulfilled his or her fiduciary duty with respect to such corporate opportunity, and the Corporation to the fullest extent permitted by law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Corporation or any Affiliated Company thereof, if such director and/or officer acts in a manner consistent with the following policy:

1. such a corporate opportunity offered to any person who is a director but not an officer or employee of the Corporation and who is also a director, officer and/or employee of GE shall belong to the Corporation only if such opportunity is expressly offered to such person in his or her capacity as a director of the Corporation and otherwise shall belong to GE; and

2. such a corporate opportunity offered to any person who is an officer or employee of the Corporation and also is a director, officer and/or employee of GE shall belong to the Corporation unless such opportunity is expressly offered to such person in his or her capacity as a director, officer and/or employee of GE, in which case such opportunity shall belong to GE.

(E) Certain Definitions. For purposes of this Article XIV, (1) "Affiliated Company" in respect of the Corporation shall mean any entity controlled by the Corporation, (2) "corporate opportunities" shall include, but not be limited to, business opportunities that the Corporation is financially able to undertake, which are, from their nature, in the line of the Corporation's business, are of practical advantage to it and are ones in which the Corporation, but for sections (C) and (D) of this Article XIV, would have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of GE or its directors, officers and/or employees will be brought into conflict with that of the Corporation, and (3) "GE" shall mean General Electric Company and its Affiliates (other than the Corporation and any entity that is controlled by the Corporation).

ARTICLE XV
STOCKHOLDERS AGREEMENT

For so long as that certain Stockholders Agreement, dated as of July 3, 2017, by and between the Corporation and GE, as amended from time to time, a copy of which will be provided to any stockholder of the Corporation upon written request therefor, (the "Stockholders Agreement"), is in effect, the provisions of the Stockholders Agreement shall be incorporated by reference into the relevant provisions hereof, and such provisions shall be interpreted and applied in a manner consistent with the terms of the Stockholders Agreement.

ARTICLE XVI
CERTAIN DEFINITIONS

Except as otherwise provided in this Certificate of Incorporation, the following definitions shall apply to the following terms as used in this Certificate of Incorporation:

(A) "Affiliate" shall mean (1) in respect of GE, any Person that, directly or indirectly, is controlled by GE, controls GE or is under common control with GE and shall include any principal, member, director, partner, stockholder, officer, employee or other representative of any of the foregoing (other than the Corporation and any entity that, directly or indirectly, is controlled by the Corporation); and (2) in respect of the Corporation, any Person that, directly or indirectly, is controlled by the Corporation.

(B) "GE" shall mean General Electric Company.

(C) "Person" shall mean an individual, a firm, a corporation, a partnership, a limited liability company, an association, a joint venture, a joint stock company, a trust, an unincorporated organization or similar company, or any other entity.

IN WITNESS WHEREOF, this Amended and Restated Certificate of Incorporation, which restates and integrates and further amends the provisions of the Amended and Restated Certificate of Incorporation of this Corporation, and which has been duly adopted in accordance with Sections 228, 242 and 245 of the Delaware General Corporation Law, has been executed by its duly authorized officer on June 30, 2017.

BEAR NEWCO, INC.

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

[*Signature Page to Amended and Restated Certificate of Incorporation of Bear NewCo, Inc.*]

AMENDED AND RESTATED

BYLAWS

OF

BEAR NEWCO, INC.

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ARTICLE I

STOCKHOLDERS

1.1 Place of Meetings. All meetings of stockholders shall be held at such place, if any, as may be designated from time to time by the Board of Directors (the "Board") of Bear Newco, Inc. (the "Corporation"), the Chairman of the Board or the Chief Executive Officer or, if not so designated, at the principal office of the Corporation. The Board may, in its sole discretion, determine that a meeting shall not be held at any place, but may instead be held solely by means of remote communication in accordance with Section 211(a) of the General Corporation Law of the State of Delaware (the "DGCL").

1.2 Annual Meeting. The annual meeting of stockholders for the election of directors and for the transaction of such other business as may properly be brought before the meeting shall be held on a date and at a time designated by the Board, the Chairman of the Board or the Chief Executive Officer (which date shall not be a legal holiday in the place, if any, where the meeting is to be held). The Board may postpone, reschedule or cancel any previously scheduled annual meeting of stockholders.

1.3 Special Meetings. Special meetings of stockholders for any purpose or purposes may be called as (and only as) provided in the Certificate of Incorporation. The Board may postpone, reschedule or cancel any previously scheduled special meeting of stockholders. Business transacted at any special meeting of stockholders shall be limited to matters related to the purpose or purposes stated in the notice of meeting.

1.4 Notice of Meetings. Except as otherwise provided by the DGCL, notice of each meeting of stockholders, whether annual or special, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each stockholder entitled to vote at such meeting as of the record date for determining the stockholders entitled to notice of the meeting. Without limiting the manner by which notice otherwise may be given to stockholders, any notice shall be effective if given by a form of electronic transmission consented to (in a manner consistent with the DGCL) by the stockholder to whom the notice is given. The notices of all meetings shall state the place, if any, date and time of the meeting, the means of remote communications, if any, by which stockholders and proxyholders may be deemed to be present in person and vote at such meeting, and the record date for determining the stockholders entitled to vote at the meeting (if such date is different from the record date for stockholders entitled to notice of the meeting). The notice of a special meeting shall state, in addition, the purpose or purposes for which the meeting is called. If notice is given by mail, such notice shall be deemed given when deposited in the United States mail, postage prepaid, directed to the stockholder at such stockholder's address as it appears on the records of the Corporation. If notice is given by electronic transmission, such notice shall be deemed given at the time specified in Section 232 of the DGCL.

1.5 Voting List. The Secretary shall prepare, at least ten (10) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting (provided, however, if the record date for determining the stockholders entitled to vote is less than ten (10) days before the date of the meeting, the list shall reflect the stockholders entitled to vote as of the tenth day before the meeting date), arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, for a period of at least ten (10) days prior to the meeting: (a) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting; or (b) during ordinary business hours, at the principal place of business of the Corporation. If the meeting is to be held at a place, then the list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present. If the meeting is to be held solely by means of remote communication, then the list shall also be open to the examination of any stockholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access such list shall be provided with the notice of the meeting. Except as otherwise provided by law, the list shall presumptively determine the identity of the stockholders entitled to vote at the meeting and the number of shares held by each of them.

1.6 Quorum. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the holders of a majority in voting power of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote at the meeting, present in person, present by means of remote communication in a manner, if any, authorized by the Board in its sole discretion, or represented by proxy, shall constitute a quorum for the transaction of business; provided, however, that where a separate vote by a class or classes or series of capital stock is required by law or the Certificate of Incorporation, the holders of a majority in voting power of the shares of such class or classes or series of the capital stock of the Corporation issued and outstanding and entitled to vote on such matter, present in person, present by means of remote communication in a manner, if any, authorized by the Board in its sole discretion, or represented by proxy, shall constitute a quorum of such class or classes or series entitled to take action with respect to the vote on such matter. A quorum, once established at a meeting, shall not be broken by the withdrawal of enough votes to leave less than a quorum.

1.7 Adjournments. Any meeting of stockholders, annual or special, may be adjourned from time to time to any other time and to any other place at which a meeting of stockholders may be held under these Bylaws by the chairman of the meeting or, if directed to be voted on by the chairman of the meeting, by the stockholders present or represented at the meeting and entitled to vote thereon, although less than a quorum. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting. If after the adjournment a new record date for determination of stockholders entitled to vote is fixed for the adjourned meeting, the Board shall fix as the record date for determining stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote at the adjourned meeting, and shall give notice of the adjourned meeting to each stockholder of record as of the record date so fixed for notice of such adjourned meeting. At the adjourned meeting, the Corporation may transact any business which might have been transacted at the original meeting.

1.8 Proxies. Each stockholder of record entitled to vote at a meeting of stockholders may vote in person (including by means of remote communication in a manner, if any, authorized by the Board in its sole discretion by which stockholders may be deemed to be present in person and vote at such meeting) or may authorize another person or persons to vote for such stockholder by a proxy executed or transmitted in a manner permitted by applicable law. No such proxy shall be voted upon after three years from the date of its execution, unless the proxy expressly provides for a longer period.

1.9 Action at Meeting. When a quorum is present at any meeting, any matter to be voted upon by the stockholders at such meeting shall, except as set forth in Section 2.2, be decided by the vote of the holders of shares of stock having a majority in voting power of the votes cast by the holders of all of the shares of stock present or represented by proxy at the meeting and voting affirmatively or negatively on such matter (or if there are two or more classes or series of stock entitled to vote as separate classes, then in the case of each such class or series, the holders of shares of stock having a majority in voting power of the votes cast by the holders of all of the shares of stock of that class or series present or represented by proxy at the meeting and voting affirmatively or negatively on such matter), except when a different vote is required by applicable law, regulation applicable to the Corporation or its securities, the rules or regulations of any stock exchange applicable to the Corporation, the Certificate of Incorporation or these Bylaws. Voting at meetings of stockholders need not be by written ballot.

1.10 Notice of Stockholder Business and Nominations.

(A) Annual Meetings of Stockholders.

(1) Nominations of persons for election to the Board and the proposal of other business to be considered by the stockholders may be made at an annual meeting of stockholders only (a) pursuant to the Corporation's notice of meeting (or any supplement thereto), (b) by or at the direction of the Board, any committee thereof, the Chairman of the Board or the Chief Executive Officer or (c) by any stockholder of the Corporation who was a stockholder of record of the Corporation at the time the notice provided for in this Section 1.10 is delivered to the Secretary of the Corporation and at the time of the annual meeting, who is entitled to vote at the meeting and who complies with the notice procedures set forth in this Section 1.10. For the avoidance of doubt, the procedures set forth in this Section 1.10 shall be the exclusive means for a stockholder to make nominations or submit proposals for other business for an annual meeting of stockholders (other than matters properly brought under Rule 14a-8 under the Securities Exchange Act of 1934, as amended (the "Exchange Act") or any successor rule thereto and included in the Corporation's proxy statement that has been prepared to solicit proxies for such annual meeting).

(2) For any nominations or any other business to be properly brought before an annual meeting by a stockholder, the stockholder must have given timely notice thereof in writing to the Secretary of the Corporation and any such proposed business (other than the nominations of persons for election to the Board) must constitute a proper matter for stockholder action. To be timely, a stockholder's notice shall be delivered to the Secretary at the principal executive offices of the Corporation not later than the close of business on the ninetieth (90th) day, nor earlier than the close of business on the one hundred and twentieth (120th) day, prior to the first anniversary of the preceding year's annual meeting (provided, however, that (a) in the case of the annual meeting of stockholders of the Corporation to be held in 2018, or (b) in the event that the date of the annual meeting is more than thirty (30) days before or more than seventy (70) days after such anniversary date, notice by the stockholder to be timely must be so delivered not earlier than the close of business on the one hundred twentieth (120th) day prior to such annual meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such annual meeting and the tenth (10th) day following the day on which public announcement of the date of such annual meeting is first made by the Corporation). In no event shall the adjournment or postponement of an annual meeting (or any public announcement thereof) commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above. To be in proper form, such stockholder's notice (whether given pursuant to this paragraph (A)(2) of Section 1.10 or paragraph (B) of Section 1.10) to the Secretary of the Corporation shall set forth:

(a) as to each person, if any, whom the stockholder proposes to nominate for election or reelection as a director to the Board

(i) all information relating to such person that is required to be disclosed, whether in a proxy statement, other filings required to be made in connection with solicitations of proxies for election of directors in a contested election contest, or as otherwise required, in each case pursuant to and in accordance with Section 14(a) of the Exchange Act, and the rules and regulations promulgated thereunder;

(ii) such person's written consent to being named in the proxy statement as a nominee and to serving as a director if elected; a written questionnaire with respect to the background and qualification of such person and the background of any other person or entity on whose behalf the nomination is being made (which questionnaire shall be provided by the Secretary of the Corporation upon written request); such person's written representation and agreement (in the form provided by the Secretary of the Corporation upon written request), (A) that such person is not and will not become party to any agreement, arrangement or understanding with, and has not given any commitment or assurance to, any person or entity as to how such person, if elected as a director of the Corporation, will act or vote on any issue or question (a "Voting Commitment") that has not been disclosed to the Corporation or any Voting Commitment that could limit or interfere with such person's ability to comply, if elected as a director of the Corporation, with such person's fiduciary duties under applicable law, (B) that such person is not and will not become a party to any agreement, arrangement, or understanding with any person or entity other than the Corporation with respect to any direct or indirect compensation, reimbursement, or indemnification in connection with service or action as a director that has not been disclosed to the Corporation, and (C) that, in such person's individual capacity and on behalf of any person or entity on whose behalf the nomination is being made, such person would, if elected as a director, comply with all of the Corporation's corporate governance, ethics, conflict of interest, confidentiality and stock ownership and trading policies and guidelines applicable generally to the Corporation's directors and, if elected as a director of the Corporation, such person currently would be in compliance with any such policies and guidelines that have been publicly disclosed;

(iii) a description of all direct and indirect compensation and other material monetary agreements, arrangements and understandings during the past three (3) years, and any other material relationships, between or among the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, and their respective affiliates and associates, or any other person or persons (including their names) acting in concert therewith, on the one hand, and each proposed nominee, and his or her respective affiliates or associates, or any other person or persons (including their names) acting in concert therewith, on the other hand, including, without limitation, all information that would be required to be disclosed pursuant to Item 404 promulgated under Regulation S-K if the stockholder making the nomination and any beneficial owner on whose behalf the nomination is made, if any, or any affiliate or associate thereof or person acting in concert therewith, were the "registrant" for purposes of such rule and the nominee were a director or executive officer of such registrant;

(iv) any information that such person would be required to disclose pursuant to clauses (ii) and (iv) – (ix) of clause (c) of this paragraph (A)(2) of Section 1.10 if such person were a stockholder purporting to make a nomination or propose business pursuant thereto; and

(v) an undertaking to notify the Corporation in writing of any change in the information called for by clauses (i) – (iv) as of the record date for notice of such meeting, by notice received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than the tenth (10th) day following such record date;

(b) as to any other business that the stockholder proposes to bring before the meeting,

(i) a brief description of the business desired to be brought before the annual meeting, the text of the proposal or business (including the complete text of any resolutions proposed for consideration and in the event that such business includes a proposal to amend any Corporation document, the language of the proposed amendment), the reasons for conducting such business at the annual meeting and any material interest in such business of such stockholder and the beneficial owner, if any, on whose behalf the proposal is made; and

(ii) a description of all agreements, arrangements and understandings between such stockholder and beneficial owner, if any, and their respective affiliates and associates, and any other person or persons (including their names) acting in concert therewith in connection with the proposal of such business by such stockholder; and

(c) as to the stockholder giving the notice, the beneficial owner, if any, on whose behalf the nomination or proposal for other business is made, any of their respective affiliates or associates (including, if such stockholder or beneficial owner is an entity, as to each director, executive, managing member or control person of such entity), and any others acting in concert with any of the foregoing:

(i) the name and address of such stockholder, as they appear on the Corporation's books, such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing;

(ii) the class or series and number of shares of capital stock of the Corporation which are, directly or indirectly, owned beneficially and of record by such stockholder, such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing;

(iii) a description of any agreement, arrangement or understanding with respect to the nomination or proposal between or among such stockholder and/or such beneficial owner, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, including, in the case of a nomination, the nominee;

(iv) a description of any agreement, arrangement or understanding (including any derivative or short positions, profit interests, options, warrants, convertible securities, stock appreciation or similar rights with an exercise or conversion privilege or a settlement payment or mechanism at a price related to any class or series of capital stock of the Corporation or with a value derived in whole or in part from the value of any class or series of capital stock of the Corporation, hedging transactions, and borrowed or loaned shares) that has been entered into as of the date of the stockholder's notice by, or on behalf of, such stockholder and such beneficial owners, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, whether or not such instrument or right shall be subject to settlement in underlying shares of capital stock of the Corporation, the effect or intent of which is to mitigate loss to, manage risk or benefit of share price changes for, or increase or decrease the voting power of, such stockholder or such beneficial owner, with respect to securities of the Corporation (a "Derivative Instrument");

(v) a description of any proxy, contract, arrangement, understanding or relationship pursuant to which such stockholder and such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, has the right to vote any shares of any security of the Corporation;

(vi) any short interest of such stockholder and such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, in any security of the Corporation (for purposes of these Bylaws, a person shall be deemed to have a short interest in a security if such person directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has the opportunity to profit or share in any profit derived from any decrease in the value of the subject security);

(vii) any rights to dividends on the shares of the Corporation owned beneficially by such stockholder and such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, that are separated or separable from the underlying shares of capital stock of the Corporation;

(viii) any proportionate interest in shares of capital stock of the Corporation or Derivative Instruments, held, directly or indirectly, by a general or limited partnership in which such stockholder or such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, is a general partner or, directly or indirectly, beneficially owns an interest in a general partner;

(ix) any performance related fees (other than an asset-based fee) that such stockholder and such beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, is entitled to based on any increase or decrease in the value of shares of capital stock of the Corporation or Derivative Instruments, if any;

(x) a representation that the stockholder is a holder of record of stock of the Corporation entitled to vote at such annual meeting and intends to appear in person or by proxy at the annual meeting to propose such business or nomination;

(xi) a representation whether the stockholder or the beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, intends or is part of a group which intends (A) to deliver a proxy statement and/or form of proxy to holders of at least the percentage of the Corporation's outstanding capital stock required to approve or adopt the proposal or elect the nominee and/or (B) otherwise to solicit proxies or votes from stockholders in support of such proposal or nomination;

(xii) any other information relating to such stockholder and beneficial owner, if any, any of their respective affiliates or associates, and any others acting in concert with any of the foregoing, required to be disclosed under the DGCL or in a proxy statement or other filings required to be made in connection with solicitations of proxies for, as applicable, the proposal of other business and/or for the election of directors in an election contest pursuant to and in accordance with Section 14(a) of the Exchange Act and the rules and regulations promulgated thereunder; and

(xiii) an undertaking by the stockholder and beneficial owner, if any, to notify the Corporation in writing of any change in the information called for by clauses (i) – (xii) above as of the record date for such meeting, by notice received by the Secretary of the Corporation at the principal executive offices of the Corporation not later than the tenth (10th) day following such record date.

The Corporation may, as a condition of any such nomination being deemed properly brought before an annual meeting, require any proposed nominee to furnish (i) any information required pursuant to any undertaking delivered pursuant to this paragraph (A)(2) of Section 1.10, and (ii) such other information as the Corporation may request. The foregoing notice requirements of this paragraph (A) of this Section 1.10 shall be deemed satisfied by a stockholder with respect to business (other than any purported nomination) if the stockholder has notified the Corporation of his, her or its intention to present a proposal at an annual meeting in compliance with Rule 14a-8 promulgated under the Exchange Act or any successor rule thereto and such stockholder's proposal has been included in a proxy statement that has been prepared by the Corporation to solicit proxies for such annual meeting.

(3) Notwithstanding anything in the second sentence of paragraph (A)(2) of this Section 1.10 to the contrary, in the event that the number of directors to be elected to the Board at the annual meeting is increased effective after the time period for which nominations would otherwise be due under paragraph (A)(2) of this Section 1.10 and there is no public announcement by the Corporation naming the nominees for the additional directorships at least one hundred (100) days prior to the first anniversary of the preceding year's annual meeting, a stockholder's notice required by this Section 1.10 shall also be considered timely, but only with respect to nominees for the additional directorship positions, if it shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not later than the close of business on the tenth (10th) day following the day on which such public announcement is first made by the Corporation.

(4) Notwithstanding anything in this Section 1.10 to the contrary, the requirements of Section 1.10 shall not apply to the exercise by GE of its rights to designate persons for nomination for election to the Board pursuant to the Stockholders Agreement, dated as of the date hereof, between GE and the Corporation.

(B) Special Meetings of Stockholders. Only such business shall be conducted at a special meeting of stockholders as shall have been brought before the special meeting pursuant to the Corporation's notice of meeting. Nominations of persons for election to the Board may be made at a special meeting of stockholders at which directors are to be elected pursuant to the Corporation's notice of meeting (1) by or at the direction of the Board or any committee thereof, the Chairman of the Board or the Chief Executive Officer or (2) provided that the Board pursuant to Section 1.3 hereof has determined that directors shall be elected at such meeting, by any stockholder of the Corporation who (a) is a stockholder of record at the time the notice provided for in this Section 1.10 is delivered to the Secretary of the Corporation and at the time of the special meeting, (b) is entitled to vote at the special meeting and (c) complies with the notice procedures and conditions set forth in this Section 1.10 (including the information requirements in paragraph (A)(2) of Section 1.10) as to such nomination. For the avoidance of doubt, clause (2) of the foregoing sentence of this paragraph (B) of Section 1.10 shall be the exclusive means for a stockholder to propose nominations of persons for election to the Board at a special meeting of stockholders at which directors are to be elected. In the event the Corporation calls a special meeting of stockholders for the purpose of electing one or more directors to the Board, any such stockholder entitled to vote in such election of directors may nominate a person or persons (as the case may be) for election to such position(s) as specified in the Corporation's notice of meeting, if a stockholder's notice meeting the requirements of paragraph (A)(2) of this Section 1.10 shall be delivered to the Secretary of the Corporation at the principal executive offices of the Corporation not earlier than the close of business on the one hundred twentieth (120th) day prior to such special meeting and not later than the close of business on the later of the ninetieth (90th) day prior to such special meeting and the tenth (10th) day following the day on which public announcement is first made of the date of the special meeting and of the nominees proposed by the Board to be elected at such meeting. In no event shall the adjournment or postponement of a special meeting as to which notice has been sent to stockholders, or any public announcement with respect thereto, commence a new time period (or extend any time period) for the giving of a stockholder's notice as described above.

(C) General. (1) Except as otherwise expressly provided in any applicable rule or regulation promulgated under the Exchange Act, only such persons who are nominated in accordance with the procedures set forth in this Section 1.10 shall be eligible to be properly elected at an annual or special meeting of stockholders of the Corporation to serve as directors and only such business shall be conducted at a meeting of stockholders as shall have been brought before the meeting in accordance with the procedures set forth in this Section 1.10. Except as otherwise provided by law, the Certificate of Incorporation or these Bylaws, the chairman of the meeting shall have the power and duty (a) to determine whether a nomination or any other business proposed to be brought before the meeting was made or proposed, as the case may be, in accordance with the procedures set forth in this Section 1.10 (including whether the stockholder or beneficial owner, if any, on whose behalf the nomination or proposal is made, solicited (or is part of a group which solicited) or did not so solicit, as the case may be, proxies or votes in support of such stockholder's nominee or proposal in compliance with such stockholder's representation as required by clause (A)(2)(c)(xi) of this Section 1.10) and (b) if any proposed nomination or business was not made or proposed in compliance with this Section 1.10, to declare that such nomination shall be disregarded or that such proposed business shall not be transacted. Notwithstanding the foregoing provisions of this Section 1.10, unless otherwise required by law, if the stockholder (or a qualified representative of the stockholder) does not appear at the annual or special meeting of stockholders of the Corporation to present a nomination or proposed business, such nomination shall be disregarded and such proposed business shall not be transacted, notwithstanding that proxies in respect of such vote may have been received by the Corporation. For purposes of this Section 1.10, to be considered a qualified representative of the stockholder, a person must be a duly authorized officer, manager or partner of such stockholder or must be authorized by a writing executed by such stockholder or an electronic transmission delivered by such stockholder, to act for such stockholder as proxy at the annual or special meeting of stockholders and such person must produce such writing or electronic transmission, or a reliable reproduction of the writing or electronic transmission, at the annual or special meeting of stockholders.

(2) For purposes of this Section 1.10, "public announcement" shall include disclosure in a press release reported by the Dow Jones News Service, Associated Press or other national news service or in a document publicly filed by the Corporation with the Securities and Exchange Commission pursuant to Section 13, 14 or 15(d) of the Exchange Act and the rules and regulations promulgated thereunder.

(3) Notwithstanding the foregoing provisions of this Section 1.10, a stockholder shall also comply with all applicable requirements of the Exchange Act and the rules and regulations promulgated thereunder with respect to the matters set forth in this Section 1.10; provided, however, that any references in these Bylaws to the Exchange Act or the rules and regulations promulgated thereunder are not intended to and shall not limit any requirements applicable to nominations or proposals as to any other business to be considered pursuant to this Section 1.10 (including paragraphs (A)(2) and (B) hereof), and compliance with paragraphs (A)(2) and (B) of this Section 1.10 shall be the exclusive means for a stockholder to make nominations or submit other business (other than, as provided in the penultimate sentence of (A)(2), business (other than nominations) brought properly under and in compliance with Rule 14a-8 of the Exchange Act or any successor rule thereto, as it may be amended from time to time). Nothing in this Section 1.10 shall be deemed to affect any rights (a) of stockholders to request inclusion of proposals or nominations in the Corporation's proxy statement pursuant to Rule 14a-8 promulgated under the Exchange Act or (b) of the holders of any series of Preferred Stock to elect directors if and to the extent provided for under any applicable provisions of the Certificate of Incorporation.

(D) Action by Stockholders without Meeting. Unless otherwise restricted by the Certificate of Incorporation, any action required or permitted to be taken at any annual or special meeting of the stockholders may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted and shall be delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the corporation having custody of the book in which minutes of proceedings of stockholders are recorded. Delivery made to the corporation's registered office shall be by hand or by certified or registered mail, return receipt requested. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall, to the extent required by law, be given to those stockholders who have not consented in writing and who, if the action had been taken at a meeting, would have been entitled to notice of the meeting if the record date for notice of such meeting had been the date that written consents signed by a sufficient number of holders to take the action were delivered to the corporation.

1.11 Conduct of Meetings.

(A) Meetings of stockholders shall be presided over by the Chairman of the Board, if any, or in the Chairman's absence by the Vice Chairman of the Board, if any, or in the Vice Chairman's absence by the Chief Executive Officer, or in the Chief Executive Officer's absence, by the President, or in the President's absence by a Vice President, or in the absence of all of the foregoing persons by a chairman designated by the Board. The Secretary shall act as secretary of the meeting, but in the Secretary's absence the chairman of the meeting may appoint any person to act as secretary of the meeting.

(B) The Board may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of stockholders of the Corporation as it shall deem appropriate including, without limitation, such guidelines and procedures as it may deem appropriate in its sole discretion regarding the participation by means of remote communication of stockholders and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board, the chairman of any meeting of stockholders shall have the right and authority to convene and (for any or no reason) to recess and/or adjourn the meeting, to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such chairman, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board or prescribed by the chairman of the meeting, may include, without limitation, the following: (1) the establishment of an agenda or order of business for the meeting; (2) rules and procedures for maintaining order at the meeting and the safety of those present; (3) limitations on attendance at or participation in the meeting to stockholders of record of the Corporation, their duly authorized and constituted proxies or such other persons as shall be determined; (4) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (5) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board or the chairman of the meeting, meetings of stockholders shall not be required to be held in accordance with the rules of parliamentary procedure.

(C) The chairman of the meeting shall announce at the meeting the date and time of the opening and the closing of the polls for each matter voted upon at the meeting. After the polls close, no ballots, proxies or votes or any revocations or changes thereto may be accepted unless the Court of Chancery of the State of Delaware shall determine otherwise.

(D) In advance of any meeting of stockholders, the Board, the Chairman of the Board, the Chief Executive Officer or the President shall appoint one or more inspectors of election to act at the meeting and make a written report thereof. One or more other persons may be designated as alternate inspectors to replace any inspector who fails to act. If no inspector or alternate is present, ready and willing to act at a meeting of stockholders, the chairman of the meeting shall appoint one or more inspectors to act at the meeting. Unless otherwise required by law, inspectors may be officers, employees or agents of the Corporation. Each inspector, before entering upon the discharge of such inspector's duties, shall take and sign an oath faithfully to execute the duties of inspector with strict impartiality and according to the best of such inspector's ability. The inspector shall have the duties prescribed by law and, when the vote is completed, shall make a certificate of the result of the vote taken and of such other facts as may be required by law. Every vote taken by ballots shall be counted by a duly appointed inspector or duly appointed inspectors.

ARTICLE II

DIRECTORS

2.1 General Powers. The business and affairs of the Corporation shall be managed by or under the direction of the Board, which may exercise all of the powers of the Corporation except as otherwise provided by law or the Certificate of Incorporation.

2.2 Number, Election and Qualification. Subject to that certain Stockholders Agreement, dated as of July 3, 2017, by and between the Corporation and General Electric Company, as amended from time to time (the "Stockholders Agreement"), the total number of directors constituting the Board shall be such number as may be fixed from time to time by resolution of the Board. At any meeting of stockholders at which directors are to be elected, directors shall be elected by the plurality vote of the votes cast by the holders of shares present or represented at the meeting and entitled to vote thereon. Election of directors need not be by written ballot. Directors need not be stockholders of the Corporation.

2.3 Chairman of the Board; Vice Chairman of the Board. The Board may appoint from its members a Chairman of the Board and a Vice Chairman of the Board, neither of whom need be an employee or officer of the Corporation. If the Board appoints a Chairman of the Board, such Chairman shall perform such duties and possess such powers as are assigned by the Board and, if the Chairman of the Board is also designated as the Corporation's Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 3.7 of these Bylaws. If the Board appoints a Vice Chairman of the Board, such Vice Chairman shall perform such duties and possess such powers as are assigned by the Board. Unless otherwise provided by the Board, the Chairman of the Board or, in the Chairman's absence, the Vice Chairman of the Board, if any, shall preside at all meetings of the Board.

2.4 Terms of Office. Subject to the rights of holders of any series of Preferred Stock to elect directors, each director shall serve for a term of one year, ending on the date of the next annual meeting of stockholders following the date of such director's election or appointment; provided that the term of each director shall continue until the election and qualification of his or her successor, subject to his or her earlier death, resignation, disqualification or removal.

2.5 Quorum. The greater of (a) a majority of the directors at any time in office and (b) one-third of the whole Board shall constitute a quorum of the Board. If at any meeting of the Board there shall be less than a quorum, a majority of the directors present may adjourn the meeting from time to time without further notice other than announcement at the meeting, until a quorum shall be present.

2.6 Action at Meeting. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board, unless a greater number is required by law, by the Certificate of Incorporation or by these Bylaws.

2.7 Removal. Subject to the rights of holders of any series of Preferred Stock and subject to the provisions of the Stockholders Agreement, directors of the Corporation may be removed as provided in the Certificate of Incorporation.

2.8 Vacancies. Subject to the provisions of the Certificate of Incorporation and the Stockholders Agreement and the rights of holders of any series of Preferred Stock, any newly created directorship that results from an increase in the number of directors or any vacancy on the Board that results from the death, resignation, disqualification or removal of any director or from any other cause shall be filled solely by the affirmative vote of a majority of the directors then in office, even if less than a quorum, or by a sole remaining director, and shall not be filled by the stockholders.

2.9 Resignation. Any director may resign by delivering a resignation in writing or by electronic transmission to the Corporation at its principal office or to the Chairman of the Board, the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon delivery unless it is specified to be effective at some later time or upon the happening of some later event.

2.10 Regular Meetings. Regular meetings of the Board may be held without notice at such time and place as shall be determined from time to time by the Board; provided that any director who is absent when such a determination is made shall be given notice of the determination. A regular meeting of the Board may be held without notice immediately before or after and at the same place as the annual meeting of stockholders.

2.11 Special Meetings. Special meetings of the Board may be called by the Chairman of the Board, by the Chief Executive Officer, by the affirmative vote of a majority of the directors then in office or by one director in the event that there is only a single director in office.

2.12 Notice of Special Meetings. Notice of the date, place and time of any special meeting of the Board shall be given to each director by the Secretary or by the officer or one of the directors calling the meeting. Notice shall be duly given to each director (a) in person or by telephone at least twenty-four (24) hours in advance of the meeting, (b) by sending written notice by reputable overnight courier, telecopy, facsimile or other means of electronic transmission, or delivering written notice by hand, to such director's last known business, home or means of electronic transmission address at least twenty-four (24) hours in advance of the meeting, or (c) by sending written notice by first-class mail to such director's last known business or home address at least seventy-two (72) hours in advance of the meeting. A notice or waiver of notice of a meeting of the Board need not specify the purposes of the meeting.

2.13 Meetings by Conference Communications Equipment. Directors may participate in meetings of the Board or any committee thereof by means of conference telephone or other communications equipment by means of which all persons participating in the meeting can hear each other, and participation by such means shall constitute presence in person at such meeting.

2.14 Action by Consent. Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting, if all members of the Board or committee, as the case may be, consent to the action in writing or by electronic transmission, and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board or committee thereof. Such filing shall be in paper form if the minutes are maintained in paper form and shall be in electronic form if the minutes are maintained in electronic form.

2.15 Committees. Subject to the provisions of the Stockholders Agreement, the Board may designate one or more committees, each committee to consist of one or more of the directors of the Corporation, with such lawfully delegable powers and duties as the Board thereby confers, to serve at the pleasure of the Board. The Board may designate one or more directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. Subject to the provisions of the Stockholders Agreement, in the absence or disqualification of a member of a committee, the member or members of the committee present at any meeting and not disqualified from voting, whether or not such member or members constitute a quorum, may unanimously appoint another member of the Board who meets the requirements for membership on the committee to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent permitted by the DGCL and provided in the resolution of the Board, shall have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation and may authorize the seal of the Corporation to be affixed to all papers which may require it. Each such committee shall keep minutes and make such reports as the Board may from time to time request. Except as the Board may otherwise determine, any committee may make rules for the conduct of its business, but unless otherwise provided by the committee or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided in these Bylaws for the Board. Except as otherwise provided in the Certificate of Incorporation, the Stockholders Agreement, these Bylaws or the resolution of the Board designating the committee, a committee may create one or more subcommittees, each subcommittee to consist of one or more members of the committee, and delegate to a subcommittee any or all of the powers and authority of the committee.

2.16 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board may from time to time determine. No such payment shall preclude any director from serving the Corporation or any of its parent or subsidiary entities in any other capacity and receiving compensation for such service.

2.17 Interested Transactions. No contract or transaction between the Corporation and one or more of its directors or officers, or between the Corporation and any other corporation, partnership, association or other organization in which one or more of the Corporation's directors or officers are directors or officers or have a financial interest, shall be void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board or committee thereof that authorizes the contract or transaction, or solely because any such director's or officer's vote is counted for such purpose if: (a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board or the committee and the Board or committee in good faith authorizes the contract or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors be less than a quorum; (b) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the stockholders entitled to vote thereon and the contract or transaction is specifically approved in good faith by vote of the stockholders; or (c) the contract or transaction is fair as to the Corporation as of the time it is authorized, approved or ratified by the Board, a committee thereof or the stockholders. Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee that authorizes the contract or transaction.

ARTICLE III

OFFICERS

3.1 Titles. The officers of the Corporation may consist of a Chief Executive Officer, a President, a Chief Financial Officer, a Treasurer and a Secretary and such other officers with such other titles as the Board shall from time to time determine. The Board may appoint such other officers, including one or more Vice Presidents and one or more Assistant Treasurers or Assistant Secretaries, as it may deem appropriate from time to time.

3.2 Election. The officers of the Corporation shall be elected annually by the Board at its first meeting following the annual meeting of stockholders.

3.3 Qualification. Subject to such rules and policies as may be adopted by the Board and in effect from time to time, no officer need be a stockholder. To the extent permitted by the DGCL, any two or more offices may be held by the same person.

3.4 Tenure. Except as otherwise provided by law, by the Certificate of Incorporation or by these Bylaws, each officer shall hold office until such officer's successor is duly elected and qualified, unless a different term is specified in the resolution electing or appointing such officer, or until such officer's earlier death, resignation, disqualification or removal.

3.5 Resignation and Removal. Any officer may resign by delivering a written resignation to the Corporation at its principal office or to the Board, the Chief Executive Officer, the President or the Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time or upon the happening of some later event. Any officer may be removed at any time, with or without cause, by the affirmative vote of a majority of the directors then in office.

3.6 Vacancies. The Board may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled, for such period as it may determine, any offices. Each such successor shall hold office for the unexpired term of such officer's predecessor and until a successor is duly elected and qualified, or until such officer's earlier death, resignation, disqualification or removal.

3.7 President; Chief Executive Officer. Unless the Board has designated another person as the Corporation's Chief Executive Officer, the President shall be the Chief Executive Officer of the Corporation. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation subject to the direction of the Board, and shall perform all duties and have all powers that are commonly incident to the office of chief executive or that are delegated to such officer by the Board. The President shall perform such other duties and shall have such other powers as the Board or the Chief Executive Officer (if the President is not the Chief Executive Officer) may from time to time prescribe. In the event of the absence, inability or refusal to act of the Chief Executive Officer or the President (if the President is not the Chief Executive Officer), one or more Executive Vice Presidents (as authorized by resolutions of the Board) shall perform the duties of the Chief Executive Officer and when so performing such duties shall have all the powers of and be subject to all the restrictions upon the Chief Executive Officer.

3.8 Vice Presidents. Each Vice President shall perform such duties and possess such powers as the Board or the Chief Executive Officer may from time to time prescribe. The Board may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board.

3.9 Secretary and Assistant Secretaries. The Secretary shall perform such duties and shall have such powers as the Board or the Chief Executive Officer may from time to time prescribe. In addition, the Secretary shall perform such duties and have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board, to attend all meetings of stockholders and of the Board and keep a record of the proceedings thereof, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents.

The Secretary may appoint Assistant Secretaries and Attesting Secretaries, each of whom shall have the power to affix and attest the corporate seal of the Corporation, and to attest the execution of documents on behalf of the Corporation and who shall perform such other duties as may be assigned by the Secretary. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretary designated by the Board) shall perform the duties and exercise the powers of the Secretary.

The chairman of any meeting of the Board or of stockholders may designate a temporary secretary to keep a record of any meeting.

3.10 Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned by the Board or the Chief Executive Officer. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories selected in accordance with these Bylaws, to disburse such funds as authorized by the Board or the Chief Executive Officer, to make proper accounts of such funds, and to render as required by the Board statements of all such transactions and of the financial condition of the Corporation.

The Assistant Treasurers shall perform such duties and possess such powers as the Board, the Chief Executive Officer or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall be more than one, the Assistant Treasurers in the order determined by the Board) shall perform the duties and exercise the powers of the Treasurer.

3.11 Delegation of Authority. The Board may from time to time delegate the powers or duties of any officer to any other officer or agent, notwithstanding any provision hereof.

ARTICLE IV

CAPITAL STOCK

4.1 Issuance of Stock. Subject to the provisions of the Certificate of Incorporation, the whole or any part of any unissued balance of the authorized capital stock of the Corporation or the whole or any part of any shares of the authorized capital stock of the Corporation held in the Corporation's treasury may be issued, sold, transferred or otherwise disposed of by vote of the Board in such manner, for such lawful consideration and on such terms as the Board may determine.

4.2 Stock Certificates; Uncertificated Shares. The shares of the Corporation shall be represented by certificates, provided that the Board may provide by resolution or resolutions that some or all of any or all classes or series of the Corporation's stock shall be uncertificated shares. Every holder of stock of the Corporation represented by certificates shall be entitled to have a certificate, in such form as may be prescribed by law and by the Board, representing the number of shares held by such holder registered in certificate form. Each such certificate shall be signed in a manner that complies with Section 158 of the DGCL.

Each certificate for shares of stock which are subject to any restriction on transfer pursuant to the Certificate of Incorporation, these Bylaws, applicable securities laws or any agreement among any number of stockholders or among such holders and the Corporation shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restriction.

If the Corporation shall be authorized to issue more than one class of stock or more than one series of any class, the powers, designations, preferences and relative participating, optional or other special rights, and any qualifications, limitations or restrictions thereof, of each class of stock or series thereof shall be set forth in full or summarized on the face or back of each certificate representing shares of such class or series of stock; provided that in lieu of the foregoing requirements there may be set forth on the face or back of each certificate representing shares of such class or series of stock a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative, participating, optional or other special rights, and any qualifications, limitations or restrictions thereof, of each class of stock or series thereof.

Within a reasonable time after the issuance or transfer of uncertificated shares, the Corporation shall send to the registered owner thereof a written notice containing the information required to be set forth or stated on certificates pursuant to Sections 151, 156, 202(a) or 218(a) of the DGCL or, with respect to Section 151 of DGCL, a statement that the Corporation will furnish without charge to each stockholder who so requests the powers, designations, preferences and relative participating, optional or other special rights, and any qualifications, limitations or restrictions thereof, of each class of stock or series thereof.

4.3 Transfers. Shares of stock of the Corporation shall be transferable in the manner prescribed by law, the Certificate of Incorporation, the Stockholders Agreement and in these Bylaws. Transfers of shares of stock of the Corporation shall be made only on the books of the Corporation or by transfer agents designated to transfer shares of stock of the Corporation. Subject to applicable law, shares of stock represented by certificates shall be transferred only on the books of the Corporation by the surrender to the Corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Certificate of Incorporation or by these Bylaws, the Corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect to such stock, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.

4.4 Lost, Stolen or Destroyed Certificates. The Corporation may issue a new certificate or uncertificated shares in place of any previously issued certificate alleged to have been lost, stolen or destroyed, upon such terms and conditions as the Board may prescribe, including the presentation of reasonable evidence of such loss, theft or destruction and the giving of such indemnity and posting of such bond as the Board may require for the protection of the Corporation or any transfer agent or registrar.

4.5 Record Date. In order that the Corporation may determine the stockholders entitled to notice of any meeting of stockholders or any adjournment thereof, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall, unless otherwise required by law, not be more than sixty (60) nor less than ten (10) days before the date of such meeting. If the Board so fixes a date, such date shall also be the record date for determining the stockholders entitled to vote at such meeting unless the Board determines, at the time it fixes such record date, that a later date on or before the date of the meeting shall be the date for making such determination. If no record date is fixed by the Board, the record date for determining stockholders entitled to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held. A determination of stockholders of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board may fix a new record date for determination of stockholders entitled to vote at the adjourned meeting, and in such case shall also fix as the record date for stockholders entitled to notice of such adjourned meeting the same or an earlier date as that fixed for determination of stockholders entitled to vote in accordance herewith at the adjourned meeting.

In order that the Corporation may determine the stockholders entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which record date shall not be more than sixty (60) days prior to such action. If no such record date is fixed, the record date for determining stockholders for any such purpose shall be at the close of business on the day on which the Board adopts the resolution relating thereto.

In order that the Corporation may determine the stockholders entitled to consent to corporate action in writing without a meeting, the Board may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board, and which date shall not be more than ten (10) days after the date upon which the resolution fixing the record date is adopted by the Board. If no record date has been fixed by the Board, the record date for determining the stockholders entitled to consent to corporate action in writing without a meeting, when no prior action by the Board is required under the DGCL, shall be the first date on which a signed written consent setting forth the action taken or proposed to be taken is delivered to the Corporation by delivery to its registered office in the State of Delaware, its principal place of business or an officer or agent of the Corporation having custody of the book in which proceedings of meetings of stockholders are recorded. Delivery made to the Corporation's registered office shall be by hand or certified or registered mail, return receipt requested. If no record date has been fixed by the Board and prior action by the Board is required under the DGCL, the record date for determining stockholders entitled to consent to corporate action in writing without a meeting shall be at the close of business on the day on which the Board adopts the resolution taking such prior action.

ARTICLE V

GENERAL PROVISIONS

5.1 Fiscal Year. Except as from time to time otherwise designated by the Board, the fiscal year of the Corporation shall begin on the first day of January of each year and end on the last day of December in each year.

5.2 Corporate Seal. The corporate seal shall be in such form as shall be approved by the Board.

5.3 Waiver of Notice. Whenever notice is required to be given by law, by the Certificate of Incorporation or by these Bylaws, a written waiver signed by the person entitled to notice, or a waiver by electronic transmission by the person entitled to notice, whether before, at or after the time of the event for which notice is to be given, shall be deemed equivalent to notice required to be given to such person. Neither the business nor the purpose of any meeting need be specified in any such waiver. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened.

5.4 Voting of Securities. Except as the Board may otherwise designate, the Chief Executive Officer, the President, the Chief Financial Officer or the Treasurer may waive notice, vote, consent, or appoint any person or persons to waive notice, vote or consent, on behalf of the Corporation, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this Corporation (with or without power of substitution), with respect to the securities of any other entity which may be held by this Corporation.

5.5 Evidence of Authority. A certificate by the Secretary, an Assistant Secretary, an Attesting Secretary, or a temporary Secretary, as to any action taken by the stockholders, directors, a committee or any officer or representative of the Corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Certificate of Incorporation. All references in these Bylaws to the Certificate of Incorporation shall be deemed to refer to the Amended and Restated Certificate of Incorporation of the Corporation, as it may be amended and/or restated and in effect from time to time.

5.7 Severability. If any provision or provisions (or any part thereof) of these Bylaws shall be held to be invalid, illegal or unenforceable as applied to any circumstance for any reason whatsoever: (a) the validity, legality and enforceability of such provisions in any other circumstance and of the remaining provisions of these Bylaws (including, without limitation, each portion of any paragraph of these Bylaws containing any such provision held to be invalid, illegal or unenforceable that is not itself held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby; and (b) to the fullest extent possible, the provisions of these Bylaws (including, without limitation, each such portion of any paragraph of these Bylaws containing any such provision held to be invalid, illegal or unenforceable) shall be construed so as to permit the Corporation to protect its directors, officers, employees and agents from personal liability in respect of their good faith service or for the benefit of the Corporation to the fullest extent permitted by law.

5.8 Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

5.9 Electronic Transmission. For purposes of these Bylaws, "electronic transmission" means any form of communication, not directly involving the physical transmission of paper, that creates a record that may be retained, retrieved, and reviewed by a recipient thereof, and that may be directly reproduced in paper form by such a recipient through an automated process.

5.10 Certain Definitions. For purposes of these Bylaws: the terms "GE" and its "affiliates" are used as defined in Article XVI of the Certificate of Incorporation; the terms "affiliate" and "associate" when used in relation to a person other than GE are used as defined in Rule 12b-2 of the Exchange Act.

ARTICLE VI

AMENDMENTS

Except as otherwise provided in the Stockholders Agreement, these Bylaws may be altered, amended or repealed, in whole or in part, or new Bylaws may be adopted, by the Board or by the affirmative vote of the holders of a majority in voting power of the shares of the capital stock of the Corporation issued and outstanding and entitled to vote thereon.

ARTICLE VII

INDEMNIFICATION AND ADVANCEMENT

7.1 Right to Indemnification. The Corporation shall indemnify and hold harmless, to the fullest extent permitted by applicable law as it presently exists or may hereafter be amended, any person (a "Covered Person") who was or is made or is threatened to be made a party or is otherwise involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative (a "proceeding"), by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a director or officer of the Corporation or any of its direct or indirect subsidiaries, or has or had agreed to become a director or officer of the Corporation or any of its direct or indirect subsidiaries, or, while a director or officer of the Corporation or any of its direct or indirect subsidiaries, is or was serving at the request of the Corporation or any of its direct or indirect subsidiaries as a director, officer, employee or agent of another corporation or of a limited liability company, partnership, joint venture, trust, enterprise or nonprofit entity, including service with respect to employee benefit plans, against all liability and loss suffered and expenses (including attorneys' fees) reasonably incurred by such Covered Person. Notwithstanding the preceding sentence, except as otherwise provided in Section 7.5, the Corporation shall be required to indemnify a Covered Person in connection with a proceeding (or part thereof) commenced by such Covered Person only if the commencement of such proceeding (or part thereof) by the Covered Person was authorized in the specific case by the Board.

7.2 Prepayment of Expenses. The Corporation shall, to the fullest extent not prohibited by applicable law, as the same exists or may hereafter be amended, pay the expenses (including attorneys' fees) incurred by a Covered Person in defending any proceeding in advance of its final disposition; provided, however, that, to the extent required by law, such payment of expenses in advance of the final disposition of the proceeding shall be made only upon receipt of an undertaking by or on behalf of the Covered Person to repay all amounts advanced if it should be ultimately determined that the Covered Person is not entitled to be indemnified under this Article VII or otherwise.

7.3 Authorization of Indemnification. Any indemnification under this Article VII (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because such person has met the applicable standard of conduct set forth under applicable law and is otherwise consistent with applicable law. Such determination shall be made, with respect to a person who is a director or officer at the time of such determination, (a) by a majority vote of the directors who are not parties to such action, suit or proceeding, even though less than a quorum, or (b) by a committee of such directors designated by a majority vote of such directors, even though less than a quorum, or (c) if there are no such directors, or if such directors so direct, by independent legal counsel in a written opinion or (d) by the stockholders. Such determination shall be made, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Corporation. To the extent, however, that a present or former director or officer of the Corporation has been successful on the merits or otherwise in defense of any action, suit or proceeding set forth in Section 7.1 or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith, without the necessity of authorization in the specific case.

7.4 Good Faith Defined. For purposes of any determination under Section 7.3, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Corporation, or, with respect to any criminal action or proceeding, to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action was based on good faith reliance on the records or books of account of the Corporation or another enterprise, or on information supplied to such person by the officers of the Corporation or another enterprise in the course of their duties, or on the advice of legal counsel for the Corporation or another enterprise or on information or records given or reports made to the Corporation or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Corporation or another enterprise. The term "another enterprise" as used in this Section 7.4 shall mean any other corporation or any partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise of which such person is or was serving at the request of the Corporation as a director, officer, employee or agent. The provisions of this Section 7.4 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in the DGCL.

7.5 Right of Claimant to Bring Suit. If a claim for indemnification (following the final disposition of such proceeding) or advancement of expenses under this Article VII is not paid in full within thirty (30) days after a written claim therefor by the Covered Person has been received by the Corporation, the Covered Person may file suit to recover the unpaid amount of such claim and, if successful in whole or in part, shall be entitled to be paid the expense (including attorneys' fees) of prosecuting such claim. In any such action the Corporation shall have the burden of proving that the Covered Person is not entitled to the requested indemnification or advancement of expenses under applicable law. It shall be a defense to any such action brought to enforce a right to indemnification (but not in an action brought to enforce a right to an advancement of expenses) that the claimant has not met the standards of conduct which make it permissible under the DGCL (or other applicable law) for the Corporation to indemnify the claimant for the amount claimed, but the burden of proving such defense shall be on the Corporation. Neither a contrary determination in the specific case under Section 7.3 nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the claimant has not met any applicable standard of conduct.

7.6 Nonexclusivity of Indemnification and Advancement of Expenses. The rights to indemnification and advancement of expenses provided by or granted pursuant to this Article VII shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Certificate of Incorporation, any agreement, or pursuant to any vote of stockholders or disinterested directors or otherwise, both as to action in such person's official capacity and as to action in another capacity while holding such office, it being the policy of the Corporation that, subject to the last sentence of Section 7.1, indemnification of the persons specified in Section 7.1 shall be made to the fullest extent permitted by law. The provisions of this Article VII shall not be deemed to preclude the indemnification of or advancement of expenses to any person who is not specified in Section 7.1 but whom the Corporation has the power or obligation to indemnify under the provisions of the DGCL, or otherwise.

7.7 Priority of Corporation Obligations. In the event that a Covered Person has rights of indemnification or advancement of expenses from any person (an "Other Indemnitor") other than the Corporation or an affiliate of the Corporation in respect of a proceeding and also has rights of indemnification or advancement of expenses from the Corporation under this Article VII, the Corporation shall be primarily liable for indemnification and advancement of expenses to such Covered Person in respect of such proceeding and any obligation of an Other Indemnitor to provide indemnification or advancement of expenses shall be secondary to the obligations of the Corporation under this Article VII. If any Other Indemnitor pays or causes to be paid, for any reason, any amounts otherwise indemnifiable or subject to advancement under this Article VII, then (i) such Other Indemnitor shall be fully subrogated to all rights of the Covered Person with respect to the payments actually made and (ii) the Corporation shall reimburse such Other Indemnitor for the payments actually made.

7.8 Insurance. The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not the Corporation would have the power or the obligation to indemnify such person against such liability under the provisions of this Article VII.

7.9 Certain Definitions. For purposes of this Article VII: references to "the Corporation" shall include, in addition to the resulting corporation, any constituent corporation (including any constituent of a constituent) absorbed in a consolidation or merger which, if its separate existence had continued, would have had power and authority to indemnify its directors, officers, employees or agents so that any person who is or was a director, officer, employee or agent of such constituent corporation, or is or was serving at the request of such constituent corporation as a director, officer, employee or agent of another corporation, partnership, limited liability company, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provisions of this Article VII with respect to the resulting or surviving corporation as such person would have with respect to such constituent corporation if its separate existence had continued; references to "fines" shall include any excise taxes assessed on a person with respect to any employee benefit plan; references to "serving at the request of the Corporation" shall include any service as a director, officer, employee or agent of the Corporation which imposes duties on, or involves services by, such director, officer, employee or agent with respect to an employee benefit plan, its participants or beneficiaries; and a person who acted in good faith and in a manner such person reasonably believed to be in the interest of the participants and beneficiaries of an employee benefit plan shall be deemed to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article VII.

7.10 Survival of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses provided by, or granted pursuant to, this Article VII shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such person.

7.11 Contract Rights. The obligations of the Corporation under this Article VII to indemnify, and advance expenses to, a Covered Person shall be considered a contract between the Corporation and such person, and no modification or repeal of any provision of this Article VII shall affect, to the detriment of such person, such obligations of the Corporation in connection with a claim based on any act or failure to act occurring before such modification or repeal.

Exhibit 4.1

EXECUTION VERSION

BAKER HUGHES INCORPORATED

SECOND SUPPLEMENTAL INDENTURE
Dated as of July 3, 2017

by and among

BAKER HUGHES, A GE COMPANY, LLC (formerly BAKER HUGHES INCORPORATED)

BAKER HUGHES CO-OBLIGOR, INC.

as New Obligors

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Trustee

to the

INDENTURE

Dated as of October 28, 2008

SECOND SUPPLEMENTAL INDENTURE (this "**Second Supplemental Indenture**"), dated as of July 3, 2017, by and among the New Obligors (as defined below) and The Bank of New York Mellon Trust Company, N.A. (the "**Trustee**"). All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Original Indenture (as defined below).

W I T N E S S E T H :

WHEREAS, Baker Hughes Incorporated, a Delaware corporation (the "**Company**") and the Trustee have heretofore executed and delivered an indenture dated as of October 28, 2008 (the "**Original Indenture**") and related officers' certificates providing for the issuance of an aggregate principal amount of $750 million of 7.500% Senior Notes due 2018 (the "**2018 Notes**"), $1,500 million of 5.125% Notes due 2040 (the "**2040 Notes**") and $750 million of 3.200% Senior Notes due August 2021 (the "**2021 Notes**", and, together with the 2018 Notes and the 2040 Notes, the "**Notes**");

WHEREAS, the Company has converted its form of organization from a corporation to a limited liability company with the name Baker Hughes, a GE company, LLC ("**BHGE**") on or about July 3, 2017 by means of a conversion pursuant to Section 18-214 of the Delaware Limited Liability Company Act and Section 266 of the Delaware General Corporation Law, and BHGE owns substantially all of the assets owned by the Company immediately prior to such conversion;

WHEREAS, pursuant to Sections 801 and 901(1) of the Original Indenture, the parties hereto desire to enter into this Second Supplemental Indenture to evidence the joint and several assumption by BHGE and Baker Hughes Co-Obligor Inc. (the "**Co-Obligor**" and together with BHGE, the "**New Obligors**") of all the payment obligations of the Company under the Notes and the Original Indenture;

WHEREAS, all actions necessary to make this Second Supplemental Indenture the valid and binding obligations of each of the New Obligors and to constitute this document a valid and binding supplemental indenture according to its terms have been duly taken;

WHEREAS, in accordance with Sections 102, 603(3), 801(3), 802, 901 and 903 of the Original Indenture, there have been delivered to the Trustee on the date hereof an Officers' Certificate and Opinion of Counsel certifying that this Second Supplemental Indenture complies with applicable provisions of the Original Indenture; and

NOW THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Defined Terms. Unless otherwise provided in this Second Supplemental Indenture, the use of terms and expressions herein is in accordance with the definitions, uses and construction contained in the Original Indenture.

ARTICLE II
ASSUMPTION AND AGREEMENTS

Section 2.01. Assumption of Obligations. BHGE and the Co-Obligor each hereby agree, as of the date hereof, to assume, to be bound by and to be jointly and severally liable, each as a primary obligor and not as a guarantor or surety, with respect to, any and all payment obligations, including without limitations, the due and punctual payment of principal of (and premium, if any) and interest on Notes of the Company under the Original Indenture and the Notes on the terms and subject to the conditions set forth in the Original Indenture and all other obligations of the Company under the Original Indenture, including the observance of every covenant applicable to the Company under the Original Indenture.

ARTICLE III
MISCELLANEOUS

Section 3.01. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Original Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof including, without limitation, Section 6.07 thereof, shall remain in full force and effect. This Second Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every Holder of Notes shall be bound hereby.

Section 3.02. Governing Law. This Second Supplemental Indenture and the rights and obligations of the parties hereto, including the interpretation, construction, validity and enforceability thereof, shall be governed by and construed and interpreted in accordance with the law of the State of New York.

Section 3.03. Conflicts With Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Second Supplemental Indenture by any provision of the Trust Indenture Act of 1939, as amended, such required provision shall control.

Section 3.04. Counterparts. This Second Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 3.05. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.06. Successors and Assigns. All covenants and agreements in this Second Supplemental Indenture by each of the parties hereto shall bind their successors and assigns, whether so expressed or not.

Section 3.07. Separability Clause. In case any provision in this Second Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.08. Notices. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Second Supplemental Indenture to be made upon, given or furnished to, or filed with, the New Obligors by the Trustee or any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such New Obligor addressed to it (until another address of any of the New Obligors is filed with the Trustee) c/o: Baker Hughes, a GE Company, LLC, 17021 Aldine Westfield Road Houston, Texas, 77073, Attention: Legal Department.

Section 3.09. Trustee Disclaimer. The Trustee shall not be responsible in any manner whatsoever for or with respect to any recitals in statements which we made solely by the New Obligors, who is a party hereto, and the Trustee makes no representations as to the validity or sufficiency of this Second Supplemental Indenture. For the avoidance of doubt, by executing this Second Supplemental Indenture in accordance with the terms of the Indenture, the Trustee does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this Second Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture.

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IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first written above.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

BAKER HUGHES CO-OBLIGOR, INC.

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Second Supplemental Indenture to be duly executed, all as of the date first written above.

THE BANK OF NEW YORK MELLON TRUST COMPANY N.A., as Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

Exhibit 4.2

EXECUTION VERSION

BAKER HUGHES INCORPORATED

FIRST SUPPLEMENTAL INDENTURE
Dated as of July 3, 2017

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to the

INDENTURE
by and among

BAKER HUGHES, A GE COMPANY, LLC (formerly BAKER HUGHES INCORPORATED)

BAKER HUGHES CO-OBLIGOR, INC.

as New Obligors

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Successor Trustee to

MORGAN GUARANTY TRUST COMPANY OF NEW YORK

as Trustee

FIRST SUPPLEMENTAL INDENTURE

FIRST SUPPLEMENTAL INDENTURE (this "**First Supplemental Indenture**"), dated as of July 3, 2017, to the indenture dated as of May 15, 1991 (the "**Original Indenture**") between Baker Hughes Incorporated, a Delaware corporation (the "**Company**"), and The Bank of New York Mellon Trust Company N.A., as successor trustee to Morgan Guaranty Trust Company of New York (the "**Trustee**").

W I T N E S S E T H :

WHEREAS, the Company and the Trustee have heretofore executed and delivered the Original Indenture providing for the issuance of an aggregate principal amount of $400 million of 6 7/8% Senior Notes due 2029 (the "**Notes**");

WHEREAS, the Company has converted its form of organization from a corporation to a limited liability company with the name Baker Hughes, a GE company, LLC ("**BHGE**") on or about July 3, 2017 by means of a conversion pursuant to Section 18-214 of the Delaware Limited Liability Company Act and Section 266 of the Delaware General Corporation Law, and Newco owns substantially all of the assets owned by the Company immediately prior to such conversion;

WHEREAS, pursuant to Sections 801 and 901(1) of the Original Indenture, the parties hereto desire to enter into this First Supplemental Indenture to evidence the joint and several assumption by BHGE and Baker Hughes Co-Obligor, Inc. (the "**Co-Obligor**", and together with BHGE, the "**New Obligors**") of all the payment obligations of the Company under the Notes and the Original Indenture;

WHEREAS, all actions necessary to make this First Supplemental Indenture the valid and binding obligations of each of the New Obligors and to constitute this document a valid and binding supplemental indenture according to its terms have been duly taken;

WHEREAS, in accordance with Sections 102, 603, 801, 802, 901 and 903 of the Original Indenture, there have been delivered to the Trustee on the date hereof an Officers' Certificate and Opinion of Counsel certifying that this First Supplemental Indenture complies with applicable provisions of the Original Indenture; and

NOW THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Defined Terms. Unless otherwise provided in this First Supplemental Indenture, the use of terms and expressions herein is in accordance with the definitions, uses and construction contained in the Original Indenture.

ARTICLE II
ASSUMPTION AND AGREEMENTS

Section 2.01. Assumption of Obligations. BHGE and the Co-Obligor each hereby agree, as of the date hereof, to assume, to be bound by and to be jointly and severally liable, each as a primary obligor and not as a guarantor or surety, with respect to, any and all payment obligations, including without limitation, the due and punctual payment of principal of (and premium, if any) and interest on the Notes of the Company under the Original Indenture and the Notes on the terms and subject to the conditions set forth in the Original Indenture and all other obligations of the Company under the Original Indenture, including the observance of every covenant applicable to the Company under the Original Indenture.

ARTICLE III
MISCELLANEOUS

Section 3.01. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Original Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof, including without limitation, Section 607 thereof, shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every Holder of Notes shall be bound hereby.

Section 3.02. Governing Law. This First Supplemental Indenture and the Notes, and any claim, controversy or dispute arising under or related to this First Supplemental Indenture or the Notes, shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.03. Conflicts With Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this First Supplemental Indenture by any provision of the Trust Indenture Act of 1939, as amended, such required provision shall control.

Section 3.04. Counterparts. This First Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 3.05. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.06. Successors and Assigns. All covenants and agreements in this First Supplemental Indenture by each of the parties hereto shall bind their successors and assigns, whether so expressed or not.

Section 3.07. Separability Clause. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 3.08. Notices. Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this First Supplemental Indenture to be made upon, given or furnished to, or filed with, the New Obligors by the Trustee or any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing and mailed, first-class postage prepaid, to such New Obligor addressed to it (until another address of any of the New Obligors is filed with the Trustee) c/o: Baker Hughes, a GE company, LLC, 17021 Aldine Westfield Road Houston, Texas, 77073, Attention: Legal Department.

Section 3.09. Trustee Disclaimer. The Trustee shall not be responsible in any manner whatsoever for or with respect to any recitals in statements which we made solely by the New Obligors, who is a party hereto, and the Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. For the avoidance of doubt, by executing this First Supplemental Indenture in accordance with the terms of the Indenture, the Trustee does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this First Supplemental Indenture, and the Trustee reserves all rights and remedies under the Indenture.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first written above.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

BAKER HUGHES CO-OBLIGOR, INC.

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first written above.

THE BANK OF NEW YORK MELLON TRUST COMPANY N.A., as Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to First Supplemental Indenture—1991 BHI Indenture]

Exhibit 4.3

EXECUTION VERSION

WESTERN ATLAS INC.

SIXTH SUPPLEMENTAL INDENTURE
Dated as of July 3, 2017

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to the

INDENTURE
Dated as of June 8, 2006

between

BJ SERVICES COMPANY

as Company

WESTERN ATLAS INC.,

as Successor Company

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Trustee

SIXTH SUPPLEMENTAL INDENTURE

SIXTH SUPPLEMENTAL INDENTURE (this "**Sixth Supplemental Indenture**"), dated as of July 3, 2017 to the Indenture referred to below, among the New Obligors (as defined below) and Wells Fargo Bank, National Association, a national banking association, as trustee under the Indenture referred to below (the "**Trustee**").

W I T N E S S E T H :

WHEREAS, BJ Services Company (the "**Company**") is party to the Indenture, dated as of June 8, 2006 (the "**Original Indenture**"), providing for the issuance of Senior Debt Securities, and furthermore has executed and delivered to the Trustee the First Supplemental Indenture, dated as of June 8, 2006 (the "**First Supplemental Indenture**"), providing for the issuance of its 5.75% Senior Notes due 2011 (the "**2011 Notes**"), the Second Supplemental Indenture, dated as of June 8, 2006 (the "**Second Supplemental Indenture**"), providing for the issuance of Floating Rate Senior Notes due 2008 (the "**Floating Notes**"), the Third Supplemental Indenture, dated as of May 19, 2008 (the "**Third Supplemental Indenture**"), providing for the issuance of its 6.00% Senior Notes due 2018 (the "**Notes**"), the Fourth Supplemental Indenture, dated as of April 28, 2010 (the "**Fourth Supplemental Indenture**"), providing for, *inter alia*, the succession of BJ Services Company LLC under the Indenture (as defined below) with the same effect as if it had been named as the Company therein; and the Fifth Supplemental Indenture, dated as of June 21, 2011 (the "**Fifth Supplemental Indenture**") providing for the succession of Western Atlas Inc. ("**Western Atlas**") to BJ Services Company LLC under the Indenture with the same effect as if it had been named as the Company therein; the Original Indenture, as supplemented by the First Supplemental Indenture, the Second Supplemental Indenture, the Third Supplemental Indenture, the Fourth Supplemental Indenture and the Fifth Supplemental Indenture, the "**Indenture**");

WHEREAS, the Floating Notes are no longer outstanding;

WHEREAS, the 2011 Notes are no longer outstanding;

WHEREAS, Baker Hughes Incorporated, a Delaware corporation ("**Baker Hughes**") has converted its form of organization from a corporation to a limited liability company with the name Baker Hughes, a GE company, LLC ("**BHGE**") on or about July 3, 2017 by means of a conversion pursuant to Section 18-214 of the Delaware Limited Liability Company Act and Section 266 of the Delaware General Corporation Law, and BHGE owns substantially all of the assets owned by the Company immediately prior to such conversion;

WHEREAS, substantially all of the assets of Western Atlas have been transferred to BHGE, Baker Hughes Oilfield Operations, LLC ("**Baker Hughes Oilfield Operations**") and Baker Hughes International Branches, LLC ("**Baker Hughes International Branches**");

WHEREAS, the New Obligors (as defined below) have requested that the Trustee to enter into this Sixth Supplemental Indenture to evidence the joint and several assumption by BHGE, Baker Hughes Oilfield Operations, Baker Hughes International Branches and Baker Hughes Co-Obligor, Inc. (the "**Co-Obligor**", and together with BHGE, Baker Hughes Oilfield Operations and Baker Hughes International Branches, the "**New Obligors**") of all the payment **obligations of the Company under the Notes and the Indenture**

pursuant to their respective terms and all other obligations of the Company under the Indenture, including the observance of every covenant applicable to the Company under the Indenture;

WHEREAS, all actions necessary to make this Sixth Supplemental Indenture the valid and binding obligations of each of the New Obligors and to constitute this document a valid and binding supplemental indenture according to its terms have been duly taken;

WHEREAS, in accordance with Sections 1.3, 8.1, 8.2, 9.1 and 9.3 of the Indenture, there have been delivered to the Trustee on the date hereof an Officer's Certificate and Opinion of Counsel certifying that this Sixth Supplemental Indenture complies with applicable provisions of the Indenture and that all conditions precedent for the execution thereof by the Trustee have been satisfied; and

NOW THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Defined Terms. Unless otherwise provided in this Sixth Supplemental Indenture, the use of terms and expressions herein is in accordance with the definitions, uses and construction contained in the Indenture.

ARTICLE II
ASSUMPTION AND AGREEMENTS

Section 2.01. Assumption of Obligations. BHGE, Baker Hughes Oilfield Operations, Baker Hughes International Branches and the Co-Obligor each hereby agree, as of the date hereof, to assume, to be bound by and to be jointly and severally liable, each as a primary obligor and not as a guarantor or surety, with respect to, any and all payment obligations, including without limitations, the due and punctual payment of principal of (and premium, if any) and interest on Notes of the Company under the Indenture and the Notes on the terms and subject to the conditions set forth in the Indenture and all other obligations of the Company under the Indenture, including the observance of every covenant applicable to the Company under the Indenture.

ARTICLE III
MISCELLANEOUS

Section 3.01. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Sixth Supplemental Indenture shall form a part of the Indenture for all purposes, and every Holder of Notes shall be bound hereby.

Section 3.02. Governing Law. This Sixth Supplemental Indenture and the Notes, and any claim, controversy or dispute arising under or related to this Sixth Supplemental Indenture or the Notes, shall be governed by, and construed in accordance with, the laws of the State of New York.

Section 3.03. Conflicts With Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this Sixth Supplemental Indenture by any provision of the Trust Indenture Act of 1939, as amended, such required provision shall control.

Section 3.04. The Trustee. The Trustee shall not be responsible for or in respect of the validity or sufficiency of this Sixth Supplemental Indenture or for or in respect of the recitals contained herein, all of which recitals are made solely by the New Obligors.

Section 3.05. Counterparts. This Sixth Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. The exchange of signed copies of this Sixth Supplemental Indenture by emailed portable document format (.pdf) shall constitute effective execution and delivery of this Sixth Supplemental Indenture as to the parties hereto and such copies may be used in lieu of the original Sixth Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by portable document format (.pdf) shall be deemed to be their original signatures for all purposes.

Section 3.06. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 3.07. Successors and Assigns. All covenants and agreements in this Sixth Supplemental Indenture by each of the parties hereto shall bind their successors and assigns, whether so expressed or not.

Section 3.08. Separability Clause. In case any provision in this Sixth Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed, all as of the date first written above.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

BAKER HUGHES OILFIELD OPERATIONS, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

BAKER HUGHES INTERNATIONAL BRANCHES, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

BAKER HUGHES CO-OBLIGOR, INC.

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this Sixth Supplemental Indenture to be duly executed, all as of the date first written above.

WELLS FARGO BANK, NATIONAL ASSOCIATION as Trustee

By: /s/ John C. Stohlmann
Name: John C. Stohlmann
Title: Vice President

[Signature Page to the Sixth Supplemental Indenture—2006 BJ Services Indenture]

Exhibit 4.4

EXECUTION VERSION

WESTERN ATLAS INC.

FIRST SUPPLEMENTAL INDENTURE
Dated as of July 3, 2017

by and among

BAKER HUGHES, A GE COMPANY, LLC (formerly BAKER HUGHES INCORPORATED),

BAKER HUGHES OILFIELD OPERATIONS, LLC,

BAKER HUGHES INTERNATIONAL BRANCHES, LLC

and

BAKER HUGHES CO-OBLIGOR, INC.

as New Obligors

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

as Trustee

to

INDENTURE

Dated as of May 15, 1994

FIRST SUPPLEMENTAL INDENTURE, dated as of July 3, 2017 (this **"First Supplemental Indenture"**), by and among the New Obligors (as defined below) and the Bank of New York Mellon Trust Company N.A., a nationally chartered banking association, as trustee (in such capacity, the "Trustee"). All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Original Indenture (as defined below).

W I T N E S S E T H :

WHEREAS, Western Atlas Inc., a Delaware corporation (**"Western Atlas"**) and the Trustee have heretofore executed and delivered an indenture, dated as of May 15, 1994 (the "**Original Indenture**") to provide for the issuance from time to time of Securities (as defined in the Original Indenture) of Western Atlas, to be issued in one or more series;

WHEREAS, Western Atlas issued $150,000,000 aggregate principal amount of 8.55% debentures due 2024 on June 15, 1994 (the **"Debentures"**) pursuant to the Original Indenture;

WHEREAS, Baker Hughes Incorporated, a Delaware corporation (the **"Parent"**) acquired Western Atlas on August 10, 1998 and Western Atlas retained its corporate form as wholly-owned subsidiary of the Parent thereafter;

WHEREAS, the Parent has converted its form of organization from a corporation to a limited liability company with the name Baker Hughes, a GE Company, LLC ("**BHGE**") on or about July 3, 2017 by means of a conversion pursuant to Section 18-214 of the Delaware Limited Liability Company Act and Section 266 of the Delaware General Corporation Law, and BHGE owns substantially all of the assets owned by the Parent prior to such conversion;

WHEREAS, substantially all of the assets of Western Atlas have been transferred to BHGE, Baker Hughes Oilfield Operations, LLC (**"Baker Hughes Oilfield Operations"**) and Baker Hughes International Branches, LLC (**"Baker Hughes International Branches"**);

WHEREAS, pursuant to Article 8, Section 801 and Article 9 of the Original Indenture, the parties hereto desire to enter into this First Supplemental Indenture to evidence the joint and several assumption by BHGE, Baker Hughes Oilfield Operations, Baker Hughes International Branches and Baker Hughes Co-Obligor, Inc. (the "**Co-Obligor**", and together with BHGE, Baker Hughes Oilfield Operations and Baker Hughes International Branches, the "**New Obligors**") of all the payment obligations of Western Atlas under the Debentures and the Original Indenture;

WHEREAS, all actions necessary to make this First Supplemental Indenture the valid and binding obligations of each of the New Obligors and to constitute this document a valid and binding supplemental indenture according to its terms have been duly taken;

WHEREAS, the parties hereto desire to amend the Original Indenture to amend Article Eight thereof as provided herein;

WHEREAS, Section 901(3) of the Original Indenture provides, among other things, that, without the consent of any Holder of a Security, the Company and the Trustee may amend or supplement the Original Indenture to make any provisions with respect to matters or questions arising under the Original Indenture, so long as such amendment or supplement does not adversely affect the rights or interests of any Holder of Securities; and

WHEREAS, the Company has requested that the Trustee execute and deliver this First Supplemental Indenture, and all conditions precedent and requirements necessary to make this First Supplemental Indenture a valid and legally binding instrument in accordance with its terms have been complied with, performed and fulfilled, and the execution and delivery hereof have been in all respects duly authorized.

WHEREAS, in accordance with Sections 102, 603(c), 801, 901 and 903 of the Original Indenture, there have been delivered to the Trustee on the date hereof an Officers' Certificate and Opinion of Counsel certifying that this First Supplemental Indenture complies with applicable provisions of the Original Indenture; and

NOW THEREFORE, in consideration of the foregoing and the mutual premises and covenants contained herein and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01. Defined Terms. Unless otherwise provided in this First Supplemental Indenture, the use of terms and expressions herein is in accordance with the definitions, uses and construction contained in the Original Indenture.

ARTICLE II
AMENDMENT OF INDENTURE

Section 2.01. Amendment of Article 8 of the Original Indenture.

(a) Section 801(a) of the Original Indenture shall be amended by adding after the words "(1) the Company shall be the continuing corporation or (2) the Person (if other than the Company) formed by such consolidation or into which all or substantially all of the properties and assets of the Company are transferred (i) shall be a corporation, partnership or trust" the words "or limited liability company (so long as a corporation becomes a co-obligor on the Securities)."

ARTICLE III
ASSUMPTION AND AGREEMENTS

Section 3.01. Assumption of Obligations. BHGE, Baker Hughes Oilfield Operations, Baker Hughes International Branches and the Co-Obligor each hereby agree, as of the date hereof, to assume, to be bound by and to be jointly and severally liable, each as a primary obligor and not as a guarantor or surety, with respect to, any and all payment obligations, including without limitation, the due and punctual payment of principal of (and premium, if any) and interest on Notes of the Company under the Original Indenture and the Debentures on the terms and subject to the conditions set forth in the Original Indenture and all other obligations of the Company under the Original Indenture, including the observance of every covenant applicable to the Company under the Original Indenture.

ARTICLE IV
MISCELLANEOUS

Section 4.01. Ratification of Indenture; Supplemental Indenture Part of Indenture. Except as expressly amended hereby, the Original Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof, including, without limitation, Section 607 thereof, shall remain in full force and effect. This First Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every Holder of the Debentures shall be bound hereby.

Section 4.02. Governing Law. This First Supplemental Indenture shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of laws principles thereof.

Section 4.03. Conflicts With Trust Indenture Act. If any provision hereof limits, qualifies or conflicts with another provision hereof that is required to be included in this First Supplemental Indenture by any provision of the Trust Indenture Act of 1939, as amended, such required provision shall control.

Section 4.04. Counterparts. This First Supplemental Indenture may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument.

Section 4.05. Effect of Headings. The section headings herein are for convenience only and shall not affect the construction hereof.

Section 4.06. Successors and Assigns. All covenants and agreements in this First Supplemental Indenture by each of the parties hereto shall bind their successors and assigns, whether so expressed or not.

Section 4.07. Separability Clause. In case any provision in this First Supplemental Indenture shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 4.08. Notices. Any request, demand, authorization, direction, notice, consent or waiver that is required or permitted by any provision of this First Supplemental Indenture or the Original Indenture to be made upon, given or furnished to, or filed by the Trustee or by the Holders of any Debentures to or upon the New Obligors shall be given or made in writing and mailed, first-class postage prepaid, to such New Obligor addressed (until another address of any of the New Obligors is filed with the Trustee) c/o: Baker Hughes, a GE Company, LLC, 17021 Aldine Westfield Road Houston, Texas, 77073, Attention: Legal Department.

Section 4.09. Trustee Disclaimer. The Trustee shall not be responsible in any manner whatsoever for or with respect to any recitals in statements which we made solely by the New Obligors, who is a party hereto, and the Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture. For the avoidance of doubt, by executing this First Supplemental Indenture in accordance with the terms of the Original Indenture, the Trustee does not agree to undertake additional actions nor does it consent to any transaction beyond what is expressly set forth in this First Supplemental Indenture, and the Trustee reserves all rights and remedies under the Original Indenture.

[*Remainder of Page Intentionally Blank*]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first written above.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

BAKER HUGHES OILFIELD OPERATIONS, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

BAKER HUGHES INTERNATIONAL BRANCHES, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

BAKER HUGHES CO-OBLIGOR, INC.

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed, all as of the date first written above.

THE BANK OF NEW YORK MELLON TRUST COMPANY N.A., as Trustee

By: /s/ Lawrence M. Kusch
Name: Lawrence M. Kusch
Title: Vice President

[Signature Page to the First Supplemental Indenture—1994 WAI Indenture]

Exhibit 10.1

EXECUTION VERSION

STOCKHOLDERS AGREEMENT

dated as of

July 3, 2017

between

BAKER HUGHES, A GE COMPANY

and

GENERAL ELECTRIC COMPANY

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STOCKHOLDERS AGREEMENT

STOCKHOLDERS AGREEMENT, dated July 3, 2017 (this "Agreement"), between General Electric Company, a New York corporation ("GE") and Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation (the "Company"). Certain terms used in this Agreement are defined in Section 1.1.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), the Company, and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, the Company, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have agreed to combine GE O&G (as defined in the Transaction Agreement) with BHI and have effected or agreed to effect the Transactions (as defined herein);

WHEREAS, pursuant to the Transactions contemplated by the Transaction Agreement, GE holds 100% of the issued and outstanding Class B Common Stock (as defined herein), constituting approximately 62.5% of the voting power of the issued and outstanding shares of Company Common Stock (as defined herein); and

WHEREAS, GE and the Company desire to enter into this Agreement in order to, *inter alia*, (i) set forth certain of their rights, duties and obligations as a result of the Transactions contemplated by the Transaction Agreement; (ii) provide for the management, operation and governance of the Company; and (iii) set forth restrictions on certain activities in respect of the Company Common Stock, corporate governance, and other related corporate matters.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

"Action" means any demand, action, claim, dispute, suit, countersuit, arbitration, inquiry, proceeding or investigation by or before any federal, state, local, foreign or international Governmental Entity or any arbitration or mediation tribunal.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person; provided, however, that GE shall not be deemed to be an Affiliate of the Company or any of its Subsidiaries for purposes of this Agreement and neither the Company nor any of its Subsidiaries shall be deemed to be an Affiliate of GE or any of GE's Subsidiaries (other than the Company and its Subsidiaries) for purposes of this Agreement.

"Amended and Restated Bylaws" means the Amended and Restated Bylaws of the Company, as amended from time to time.

"beneficially own" means, with respect to Company Common Stock, having "beneficial ownership" of such stock for purposes of Rule 13d-3 or 13d-5 promulgated under the Exchange Act, without giving effect to the limiting phrase "within sixty days" set forth in Rule 13d-3(1)(i). The terms "beneficial owner" and "beneficial ownership" shall have correlative meanings.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

"Charter" means the Amended and Restated Certificate of Incorporation of the Company, as amended from time to time.

"Class A Common Stock" means the Class A common stock, $0.0001 par value per share, of the Company.

"Class B Common Stock" means the Class B common stock, par value $0.0001 per share, of the Company.

"Closing" has the meaning ascribed thereto in the Transaction Agreement.

"Company Board" means the board of directors of the Company.

"Company Common Stock" means, collectively, the Class A Common Stock and the Class B Common Stock.

"Company Group" means the Company, each Subsidiary of the Company from and after the Closing (in each case so long as such Subsidiary remains a Subsidiary of the Company) and each other Person that is controlled either directly or indirectly by the Company immediately after the Closing (in each case for so long as such Person continues to be controlled either directly or indirectly by the Company).

"Company Independent Director" means each director of the Company who (i) is an Independent Director and (ii) without limiting (i), (A) is not a GE Designee, (B) is not a current or former (x) member of the board of directors of GE or (y) officer or employee of any member of the GE Group, (C) does not have and has not had any other substantial relationship with any member of the GE Group and (D) is designated by the Governance & Nominating Committee as a Company Independent Director.

"Company Securities" means (i) the Company Common Stock, (ii) any preferred stock of the Company, (iii) any other common stock issued by the Company and (iv) any securities convertible into or exchangeable for, or options, warrants or other rights to acquire, Company Common Stock or any other common or preferred stock issued by the Company.

"Consolidation Threshold" means the members of the GE Group's beneficial ownership, in the aggregate, on any date during a fiscal year of at least fifty percent (50%) of the voting power of the then outstanding shares of Company Common Stock, or, notwithstanding such percentage, if any member of the GE Group is required during any fiscal year, in accordance with GAAP, to consolidate the Company's financial statements with its financial statements, then in respect of such fiscal year.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, together with the rules and regulations promulgated thereunder.

"Exchange Agreement" means that certain Exchange Agreement, dated as of the date hereof, among GE, the Company and Newco LLC, as amended from time to time.

"Force Majeure" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf), which by its nature could not have been foreseen by such Party (or such Person), or, if it could have been foreseen, was unavoidable, and includes acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources.

"GAAP" means United States generally accepted accounting principles.

"GE Annual Statements" means the audited annual financial statements and annual reports to shareholders of any GE Group member.

"GE Group" means GE and each Person (other than any member of the Company Group) that is an Affiliate of GE from and after the Closing.

"GE O&G Subsidiary" has the meaning ascribed thereto in the Transaction Agreement.

"Governmental Entity" means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

"Group" means the GE Group or the Company Group, as the context requires.

"Independent Director" means a director who is independent under NYSE listing rules.

"Information" means information, whether or not patentable or copyrightable, in written, oral, electronic or other tangible or intangible forms, stored in any medium, including studies, reports, records, books, contracts, instruments, surveys, discoveries, ideas, concepts, know-how, techniques, designs, specifications, drawings, blueprints, diagrams, models, prototypes, samples, flow charts, data, computer data, disks, diskettes, tapes, computer programs or other Software, marketing plans, customer names, communications by or to attorneys (including attorney-client privileged communications), memoranda and other materials prepared by attorneys or under their direction (including attorney work product), and other technical, financial, employee or business information or data.

"Law" means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

"Liabilities" means any debt, loss, damage, adverse claim, liability or obligation of any Person (whether direct or indirect, known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise), and including all costs and expenses relating thereto.

"Newco LLC" means Baker Hughes, a GE company, LLC, a Delaware limited liability company.

"Newco LLC Agreement" means that certain Amended and Restated Limited Liability Company Agreement, dated as of the date hereof, among Newco LLC and its members, as amended from time to time.

"NYSE" means the New York Stock Exchange.

"Other Stockholder" means a holder of Company Common Stock that is not a member of the GE Group.

"Parties" means GE and the Company.

"Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"Pro Rata Portion" means, with respect to GE, on any issuance date for Company Securities, the number of Company Securities equal to the product of (i) the total number of Company Securities to be issued by the Company on such date and (ii) the fraction determined by dividing (x) the number of shares of Company Common Stock owned by GE immediately prior to such issuance by (y) the total number of shares of Company Common Stock outstanding on such date immediately prior to such issuance.

"Ratings Agencies" means Moody's Investors Service and Standard & Poor's.

"Related Party Transaction" means any transaction between any member of the Company Group, on the one hand, and any member of the GE Group, or any director, officer, employee or "associate" (as defined in Rule 12b-2 promulgated under the Exchange Act) of any member of the GE Group, on the other hand.

"SEC" means the Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder.

"Software" means the object and source code versions of computer programs and associated documentation, training materials and configurations to use and modify such programs, including programmer, administrator, end user and other documentation.

"Subsidiary" means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

"Tax" has the meaning ascribed thereto in the Transaction Agreement.

"Transaction Documents" means, collectively, this Agreement, the Transaction Agreement, the Ancillary Agreements (as defined in the Transaction Agreement) and the Long-Term Ancillary Agreements (as defined in the Transaction Agreement).

"Transactions" has the meaning ascribed thereto in the Transaction Agreement.

"Transfer" means, directly or indirectly (whether by merger, operation of law or otherwise), to sell, transfer, assign, pledge, hypothecate or otherwise dispose of or encumber any direct or indirect economic, voting or other rights in or to any Company Common Stock, including by means of (i) the Transfer of an interest in a Person that directly or indirectly holds such Company Common Stock or (ii) a hedge, swap or other derivative. "Transferred" and "Transferring" shall have correlative meanings.

"Trigger Date" means the first date on which members of the GE Group both (a) cease to beneficially own more than fifty percent (50%) of the voting power of the outstanding Company Common Stock and (b) no longer meet the Consolidation Threshold.

1.2 Other Terms. For purposes of this Agreement, the following terms have the meanings set forth in the sections indicated.

Term	Section
Agreement	Preamble
BHI	Recitals
Company	Preamble
Company Auditors	5.3(h)(i)
Company Confidential Information	4.1(a)
Company Information	5.3(g)
Company Public Documents	5.3(d)
Company's Knowledge	4.4(a)
Conflicts Committee	3.3(d)
Dispute	6.1(a)
Excluded Securities	4.3(a)
Governance & Nominating Committee	3.3(c)

Term	Section
GE	Preamble
GE Auditors	5.3(h)(i)
GE Confidential Information	4.1(b)
GE Designee	3.2(a)
GE Directors	3.1(a)
GE Policies	4.6(a)
GE Public Filings	5.2
GE's Knowledge	4.4(b)
Initial BHI Directors	3.1(a)
Initial Notice	6.2
Issuance Notice	4.3(b)
Lockup Period	4.2(a)(i)
Non-GE Designee	3.2(e)
Non-GE Directors	3.1(a)
Non-Privileged Deal Communications	7.10(c)
organizational documents	3.4
Privilege	5.11
Privileged Communications	7.10(a)
Privileged Deal Communications	7.10(b)
Related Party Transactions Policy	4.5(b)
Representatives	4.1(a)
Response	6.2

ARTICLE II

TERM

2.1 Term and Termination. This Agreement is effective as of the date hereof and shall terminate automatically in the event that the GE Group (a) no longer owns any shares of Company Common Stock or (b) owns 100% of the outstanding shares of Company Common Stock. Notwithstanding the foregoing, (a) the provisions of Section 4.1, Section 5.6, Section 5.7, Section 5.8, Section 5.10, Section 5.11, Article VI and Article VII shall survive the termination of this Agreement and (b) the provisions of Section 5.1 and Section 5.2 shall survive the termination of this Agreement for so long as any member of the GE Group is required, in accordance with GAAP or SEC reporting requirements and by virtue of its equity ownership in the Company, to include financial or other information about the Company Group in its financial statements, but only to the extent (x) directly relating to such financial or other information about the Company Group that any member of the GE Group is so required to include in its financial statements and (y) relating to a fiscal year in which members of the GE Group beneficially owned at least 10% of the outstanding shares of Company Common Stock on any date during such fiscal year.

ARTICLE III

CORPORATE GOVERNANCE MATTERS

3.1 Board Composition.

(a) The Company Board shall initially consist of eleven (11) members comprised of (i) six (6) directors, including the chairman of the Company Board, designated by GE in accordance with the Transaction Agreement (collectively, with their successors, the "GE Directors"), (ii) the Chief Executive Officer of BHI immediately prior to the date hereof, and (iii) four (4) directors that are Independent Directors designated by BHI, and reasonably acceptable to GE, in accordance with the Transaction Agreement (collectively with (ii), the "Initial BHI Directors" and together with the successors of (ii) and (iii) appointed pursuant to this Agreement, who will be Company Independent Directors, the "Non-GE Directors").

(b) For the avoidance of doubt, until the Trigger Date, the proportion of GE Directors to Non-GE Directors shall remain the same as that set forth in Section 3.1(a); provided, however, it being understood and agreed that the proportion of GE Directors and Non-GE Directors relative to the entire Company Board may decrease as a result of increases in the size of the Company Board to implement director designation rights granted to a seller or target company in connection with an arm's length merger of or acquisition by any member of the Company Group.

3.2 Director Nomination Rights.

(a) Until the Trigger Date, in connection with any annual or special meeting of the stockholders of the Company at which directors shall be elected, GE shall have the right to designate six (6) persons for nomination by the Company Board for election to the Company Board (each person so designated, a "GE Designee"). Until the Trigger Date, GE shall have full authority and ability to nominate, elect and remove the GE Designees in accordance with Section 3.2(c) in the case of the nomination or election of the GE Designees. GE shall not designate any person to be a GE Designee who it believes does not meet the requirements for director nominees as set forth in the applicable policies of the Company relating to director qualification from time to time. The Company Board shall promptly and in good faith consider each GE Designee designated pursuant to this Section 3.2(a), applying the same standards as shall be applied for the consideration of other proposed nominees of the Company Board. In the event that the Company Board fails to approve the nomination of any GE Designee, GE shall have the right to designate an alternative GE Designee for consideration. For the avoidance of doubt, current or former employment of any GE Designee by GE or any of its Subsidiaries or service by any such GE Designee on the board of directors of GE or any of its Subsidiaries shall not disqualify such individual from serving on the Company Board as a GE Designee.

(b) Notwithstanding Section 3.2(a), until the Trigger Date, if the size of the Company Board shall, with GE's prior written approval or otherwise, be increased or decreased, GE shall have the right to designate one or more GE Designees to the Company Board such that the total number of GE Directors on the Company Board shall be proportional (rounded up to the nearest whole number) to the number of GE Directors on the Company Board set forth in Section 3.1(a).

(c) The Company shall cause each GE Designee and Non-GE Designee whose nomination has been approved to be included in the slate of nominees recommended by the Company Board to holders of Company Common Stock for election (including at any special meeting of stockholders held for the election of directors) and shall use its best efforts to cause the election of each such GE Designee and Non-GE Designee, including soliciting proxies in favor of the election of such persons.

(d) Until the Trigger Date, in the event that any GE Director shall cease to serve as a director for any reason, the vacancy resulting therefrom shall be filled by the Company Board with a substitute GE Director.

(e) From and after the date hereof, in the event of a vacancy on the Company Board upon the death, resignation, retirement, disqualification, removal from office or other cause of any director who was not a GE Designee, the Governance & Nominating Committee shall have the sole right to fill such vacancy or designate a person for nomination, reasonably acceptable to GE, for election to the Company Board to fill such vacancy (each such person, a "Non-GE Designee").

(f) Until the Trigger Date, the Company shall avail itself of all available "controlled company" exceptions to the corporate governance listing standards of the NYSE, and, thereafter, the Company shall comply with the corporate governance listing standards of the NYSE, including those relating to the composition of the committees of the Company Board.

(g) For the avoidance of doubt, GE shall have the right, in its sole discretion, to waive any and all of the rights granted to it under this Section 3.2, by delivery of written notice to the Company in accordance with Section 7.4.

3.3 Committees of the Company Board.

(a) Audit Committee. The Company shall cause the Audit Committee of the Company Board to consist of three (3) directors, including at least one (1) Company Independent Director.

(b) Compensation Committee. The Company shall cause the Compensation Committee of the Company Board to consist of at least one (1) Non-GE Director.

(c) Governance & Nominating Committee. The Company shall cause the Governance & Nominating Committee of the Company Board ("Governance & Nominating Committee") to consist of five (5) directors, including at least three (3) Company Independent Directors.

(d) Conflicts Committee. The Governance & Nominating Committee shall have a subcommittee (the "Conflicts Committee") consisting solely of the Company Independent Directors. The Conflicts Committee (including, without limitation, in connection with any transactions under Section 4.2 or Section 4.5) shall be fully empowered to obtain assistance from employees of the Company, including its legal and financial staff, to retain independent legal, financial and other advisors as the committee deems reasonably necessary and to not approve any transaction or other matter submitted to the committee for approval (and such non-approval shall be binding on the Company Board), and shall have the authority and responsibilities set forth in this Agreement and as may otherwise be delegated to the Conflicts Committee by the Governance & Nominating Committee or the Company Board from time to time.

(e) Other Committee Composition. The number of Non-GE Directors on all committees of the Company Board not specified in this Section 3.3 shall be proportional (rounded down to the nearest whole number) to the number of Non-GE Directors on the Company Board; provided that each such committee shall have at least one (1) Company Independent Director.

3.4 Compliance with Organizational Documents. The Company shall, and shall cause each of its Subsidiaries to, take any and all actions reasonably necessary to ensure continued compliance by the Company and its Subsidiaries with the provisions of its respective certificate or articles of incorporation, bylaws or operating agreement, as the case may be (collectively, "organizational documents"), and this Agreement. The Company shall notify GE in writing promptly after becoming aware of any act or activity taken or proposed to be taken by the Company or any of its Subsidiaries which resulted or would result in non-compliance with any such organizational documents or this Agreement. For the avoidance of doubt, the provisions of Section 3.1 and Section 3.2 will apply only to the Company Board and not to any board of directors or similar governing body of any Subsidiary of the Company. The Company acknowledges that the Newco LLC Agreement provides that the Company shall take certain actions thereunder, which the Company hereby agrees to take in accordance with the terms of the Newco LLC Agreement as if it were a party thereto.

3.5 GE Agreement to Vote. From and after the date hereof, GE shall, and shall cause each of its Affiliates to, (a) cause their respective shares of Company Common Stock to be present for quorum purposes at any Company stockholder meeting, (b) vote in favor of all Non-GE Designees and (c) not vote in favor of the removal of any Non-GE Director other than for cause.

ARTICLE IV

OTHER AGREEMENTS

4.1 Confidentiality.

(a)

(i) For a period of three (3) years following the Trigger Date or such longer period pursuant to the last sentence of this Section 4.1(a)(i), subject to Section 4.1(c) and except as contemplated by this Agreement or any Transaction Document, GE shall not, and shall cause its Subsidiaries and their respective officers, directors, employees, and other agents and representatives (collectively, "Representatives"), not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person, other than its Representatives or its Affiliates who reasonably need to know such information in providing services to any member of the GE Group, or use or otherwise exploit for its own benefit or for the benefit of any third party, any Company Confidential Information. If any uses or disclosures are made in connection with providing services to any member of the GE Group under this Agreement or any Transaction Document, then the Company Confidential Information so used or disclosed shall be used only as required to perform the services. The GE Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Company Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 4.1(a), any Information, material or documents relating to the business currently or formerly conducted, or proposed to be conducted, by any member of the Company Group furnished to or in possession of any member of the GE Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by any member of the GE Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "Company Confidential Information." "Company Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a use or disclosure by any member of the GE Group not otherwise permissible hereunder, (ii) GE can demonstrate it was or became available to any member of the GE Group from a source other than the Company or its Affiliates or (iii) is developed independently by a member of the GE Group without reference to the Company Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by such member of the GE Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any member of the Company Group with respect to such information. In the event any member of the GE Group receives Company Confidential Information after the Trigger Date, GE shall keep and shall cause its Representatives to keep such Company Confidential Information confidential until the later of (x) a period of one (1) year following the date such Company Confidential Information was disclosed to the GE Group and (y) the third anniversary of the Trigger Date.

(ii) Without limiting Section 4.1(a)(i), from the date hereof until the Trigger Date, GE shall, and shall cause its Subsidiaries to (x) use the same degree of care to prevent and restrain the unauthorized use or disclosure of the Company Confidential Information by them and their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care and (y) not use any Company Confidential Information to engage in a Competing Business (as defined in the Non-Competition Agreement) or to take any other action in violation of the Non-Competition Agreement (as defined in the Transaction Agreement) or otherwise in a manner materially detrimental to the interests of the Company; provided that, for the avoidance of doubt, following the Trigger Date the disclosure and use of Company Confidential Information shall be governed by Section 4.1(a)(i).

(b)

(i) For a period of three (3) years following the Trigger Date, subject to Section 4.1(c) and except as contemplated by this Agreement or any Transaction Document, the Company shall not, and shall cause its Affiliates and their respective Representatives, not to, directly or indirectly, disclose, reveal, divulge or communicate to any Person, other than its Representatives or its Affiliates who reasonably need to know such information in providing services to the Company or any member of the Company Group, or use or otherwise exploit for its own benefit or for the benefit of any third party, any GE Confidential Information. If any uses or disclosures are made in connection with providing services to any member of the Company Group under this Agreement or any Transaction Document, then the GE Confidential Information so used or disclosed shall be used only as required to perform the services. The Company Group shall use the same degree of care to prevent and restrain the unauthorized use or disclosure of the GE Confidential Information by any of their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care. For purposes of this Section 4.1(b), any Information, material or documents relating to the businesses currently or formerly conducted, or proposed to be conducted, by GE or any of its Affiliates (other than any member of the Company Group) furnished to or in possession of any member of the Company Group, irrespective of the form of communication, and all notes, analyses, compilations, forecasts, data, translations, studies, memoranda or other documents prepared by the Company, any member of the Company Group or their respective officers, directors and Affiliates, that contain or otherwise reflect such information, material or documents is hereinafter referred to as "GE Confidential Information." "GE Confidential Information" does not include, and there shall be no obligation hereunder with respect to, information that (i) is or becomes generally available to the public, other than as a result of a use or disclosure by any member of the Company Group not otherwise permissible hereunder, (ii) the Company can demonstrate was or became available to any member of the Company Group from a source other than GE or its Affiliates or (iii) is developed independently by a member of the Company Group without reference to the GE Confidential Information; provided, however, that, in the case of clause (ii), the source of such information was not known by a member of the Company Group to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, any member of the GE Group with respect to such information. In the event any member of the Company Group receives GE Confidential Information after the Trigger Date, the Company shall keep and shall cause its Representatives to keep such GE Confidential Information confidential until the later of (x) a period of one (1) year following the date such GE Confidential Information was disclosed to the Company Group and (y) the third anniversary of the Trigger Date.

(ii) Without limiting Section 4.1(b)(i), from the date hereof until the Trigger Date, the Company shall, and shall cause its Subsidiaries to (x) use the same degree of care to prevent and restrain the unauthorized use or disclosure of the GE Confidential Information by them and their Representatives as they currently use for their own confidential information of a like nature, but in no event less than a reasonable standard of care and (y) not use any GE Confidential Information in a manner materially detrimental to the interests of GE; provided that, for the avoidance of doubt, following the Trigger Date the disclosure and use of GE Confidential Information shall be governed by Section 4.1(b)(i).

(c) If GE or its Affiliates, on the one hand, or the Company or its Affiliates, on the other hand, are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) by any Governmental Entity or pursuant to applicable Law or stock exchange requirements to disclose or provide any Company Confidential Information or GE Confidential Information (other than with respect to any such information furnished pursuant to the provisions of Article V of this Agreement), as applicable, the Person receiving such request or demand, or so required by applicable Law or stock exchange requirements, shall use all reasonable efforts to provide the other Party with written notice of such request, demand or requirement as promptly as practicable under the circumstances so that such other Party shall have an opportunity to seek an appropriate protective order. The Party receiving such request or demand agrees to take, and cause its Representatives to take, at the requesting Party's expense, all other reasonable steps necessary to obtain confidential treatment by the recipient. Subject to the foregoing, the Party that received such request or demand may thereafter disclose or provide any Company Confidential Information or GE Confidential Information, as the case may be, to the extent required by such Law or stock exchange requirement (as so advised by counsel) or by lawful process or such Governmental Entity.

4.2 Restrictions on Transferability and Acquisitions.

(a) Lockup.

(i) For a period of two (2) years beginning on the date hereof (the "Lockup Period"), no member of the GE Group shall Transfer or agree to Transfer any shares of Company Common Stock to any Person that is not an Affiliate of GE, unless approved by the Conflicts Committee.

(ii) Following the expiration of the Lockup Period, no member of the GE Group shall, without the prior written consent of the Conflicts Committee, Transfer or agree to Transfer any shares of Company Common Stock to a Person (that is not an Affiliate of GE) or group (as such term is used in Section 13(d) of the Exchange Act) if such Person or group would beneficially own in excess of 15% of the voting power of the outstanding shares of Company Common Stock following such Transfer; provided, that such restrictions shall not apply to Transfers (A) pursuant to widely distributed public offerings of shares of Company Common Stock (including pursuant to "spin-off" and "split-off" transactions (a "Public Offering")) and (B) permitted after the fifth anniversary of the date hereof in accordance with Section 4.2(a)(iii).

(iii) Following the fifth anniversary of the date hereof, the GE Group shall be permitted to Transfer (1) all of its Paired Interests (as defined in the Exchange Agreement) or (2) all of its shares of Class A Common Stock (after exchanging all of its Paired Interests into Class A Common Stock), to an unaffiliated third party subject to the following conditions: (A) the buyer must make an offer to purchase all shares of Company Common Stock held by each Other Stockholder for the same consideration (including, for the avoidance of doubt, cash or stock consideration, rights to contingent consideration, tax receivable agreements or the cash value thereof, and all other economic entitlements, but excluding any value associated with commercial transactions between the buyer and the Company similar to those between GE and the Company contemplated by the Transaction Documents) and on otherwise substantially the same terms and conditions and (B) if such offer does not result in the buyer owning 100% of the Company Common Stock, the buyer must either (x) agree to assume GE's obligations under this Agreement or (y) enter into a stockholders agreement with the Company containing substantially the same terms and conditions as those contained herein. In connection with any Transfer permitted by this Section 4.2(a)(iii), the Company Board (including, for the avoidance of doubt, the GE Directors), can approve in advance an acquisition contemplated by this Section for purposes of Section 203 of the Delaware General Corporation Law.

(b) Standstill.

(i) For a period of five (5) years beginning on the date hereof (the "Standstill Period"), GE shall not, and shall cause its Representatives and Affiliates not to, directly or indirectly, in any manner, effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or otherwise participate in or knowingly encourage, any acquisition of Company Common Stock (including in derivative form) or any tender or exchange offer, merger, consolidation, business combination or other similar transaction involving the Company or any of its Subsidiaries that would result in GE and its Affiliates beneficially owning more than 65% of the voting power of the outstanding shares of Company Common Stock; provided that GE shall be permitted to make a private proposal to the Non-GE Directors that would not reasonably be expected to require the Company or any of its Affiliates to make any public announcement or other disclosure. The foregoing shall not prohibit:

(A) GE or any of its Representatives or Affiliates from acquiring Company Common Stock by way of stock splits, stock dividends, reclassifications, recapitalizations or other distributions by the Company to all holders of Company Common Stock on a pro rata basis;

(B) acquisitions by GE or any of its Representatives or Affiliates of Company Common Stock (x) approved by the Conflicts Committee or (y) pursuant to the exercise of the preemptive rights set forth in Section 4.3; or

(C) GE or any of its Affiliates from acquiring Company Common Stock pursuant to and in accordance with the terms of the Exchange Agreement and Section 3.03 or Section 3.05 of the Newco LLC Agreement.

(ii) Without limiting Section 4.2(b)(i), during the Standstill Period GE shall not, and shall cause its Representatives and Affiliates not to, directly or indirectly, in any manner, (A) effect or seek, offer or propose (whether publicly or otherwise) to effect, or announce any intention to effect or otherwise participate in, any "solicitation" of "proxies" (as such terms are used in the proxy rules of the SEC) to vote any Company Common Stock in connection with the election of the Non-GE Directors or the removal of any Non-GE Director, (B) solicit, knowingly encourage or knowingly facilitate, directly or indirectly, any third party to engage in any such solicitation, (C) make any public statement (or statement to an Other Stockholder) in support of any such third-party solicitation or against any of the Company's director nominees, (D) form, join or in any way participate in a "group" (within the meaning of Section 13(d)(3) of the Exchange Act) with respect to any Company Common Stock or (E) call, request the calling of, or otherwise seek or assist in the calling of a special meeting of the stockholders of the Company; provided that subclauses (D) and (E) shall only apply if taken in furtherance of the actions described in subclauses (A), (B) and (C) of this subsection (ii).

(c) Buyout Transaction. Any proposal by any member of the GE Group to acquire in a transaction or series of related transactions reasonably expected to result in the acquisition of all of the Company Common Stock held by Other Stockholders must be (i) subject to review, evaluation and prior written approval of the Conflicts Committee, and (ii) submitted for approval to the stockholders of the Company, with a non-waivable condition that a majority of the voting power of the outstanding shares of capital stock of the Company held by Other Stockholders approve the transaction (or equivalent tender offer condition).

(d) Legend. Any stock certificates representing the Company Common Stock held by GE or its Affiliates shall include a legend referencing the transfer restrictions set forth herein and in the Company's Charter.

4.3 Preemptive Rights.

(a) To the extent permitted under NYSE rules, the Company hereby grants to GE the right to purchase its Pro Rata Portion of any Company Securities (other than any Excluded Securities) that the Company may from time to time propose to issue or sell to any Person. For purposes of this Section 4.3, "Excluded Securities" means Company Securities issued in connection with: (i) a grant to any existing or prospective consultants, employees, officers or directors pursuant to any stock option, employee stock purchase or similar equity-based plans or other compensation agreement; (ii) any acquisition by the Company of the stock, assets, properties or business of any Person; (iii) a stock split, stock dividend or any similar recapitalization; or (iv) any issuance of warrants or other similar rights to purchase Company Common Stock to lenders or other institutional investors in any arm's length transaction providing debt financing to the Company or any of its Subsidiaries. For the avoidance of doubt, to the extent stockholder approval is required under the NYSE rules for the issuance or sale of Company Securities as provided in this Section 4.3, (x) the Company may issue or sell Company Securities to such other Persons prior to obtaining such stockholder approval in accordance with Section 4.3(d), and (y) the Company shall use its reasonable best efforts to obtain such approval, and after receipt of such approval the Company shall issue or sell the Company Securities (if any) that GE has irrevocably elected to purchase to GE, on the terms set forth in the relevant Issuance Notice.

(b) The Company shall give written notice (an "Issuance Notice") of any proposed issuance or sale described in Section 4.3(a) to GE within five (5) Business Days following any meeting of the Company Board at which any such issuance or sale is approved or, if the approval of the Company Board is not required in connection with such issuance or sale, no less than ten (10) Business Days prior to the date of the proposed issuance or sale. The Issuance Notice shall, if applicable, be accompanied by a written offer from any prospective purchaser seeking to purchase Company Securities and shall set forth the material terms and conditions of the proposed issuance, including:

(i) the number and class of the Company Securities to be issued and the percentage of the outstanding shares of capital stock of the Company such issuance would represent;

(ii) the proposed issuance date, which shall be at least ten (10) Business Days from the date of the Issuance Notice; and

(iii) the proposed purchase price per Company Security.

(c) GE shall for a period of ten (10) Business Days following the receipt of an Issuance Notice have the right to elect irrevocably to purchase its Pro Rata Portion of the Company Securities at the purchase price set forth in the Issuance Notice by delivering a written notice to the Company. If, at the termination of such ten (10) Business Day period, GE shall not have delivered such notice to the Company, GE shall be deemed to have waived all of its rights under this Section 4.3 with respect to the purchase of such Company Securities. The closing of any purchase by GE shall be consummated concurrently with the consummation of the issuance or sale described in the Issuance Notice; provided, however, that the closing of any purchase by GE may be extended beyond the closing of the transaction in the Issuance Notice to the extent necessary to obtain any required approval or consent of a Governmental Entity or any other third party (and the Company and GE shall use their respective reasonable best efforts to obtain such approvals).

(d) Upon the expiration of the ten (10) Business Day period described in Section 4.3(c), the Company shall be free to sell such Company Securities that GE has not elected irrevocably to purchase on terms and conditions no more favorable to the purchasers thereof than those offered to GE in the Issuance Notice delivered in accordance with Section 4.3(b).

(e) The provisions of this Section 4.3 shall terminate on the Trigger Date.

4.4 No Violations.

(a) The Company covenants and agrees that it shall not, and shall cause its Subsidiaries not to, take any action or enter into any commitment or agreement which, to the Company's Knowledge, may reasonably be anticipated to result, with or without notice and with or without lapse of time or otherwise, in a contravention or event of default by any member of the GE Group of: (i) any provisions of applicable Law; (ii) any provision of the organizational documents of any member of the GE Group; or (iii) any judgment, order or decree of any Governmental Entity having jurisdiction over any member of the GE Group or any of its respective assets. For purposes of this Section 4.4(a), the "Company's Knowledge" means the actual knowledge of the executive officers of the Company.

(b) GE covenants and agrees that it shall not, and shall cause its Subsidiaries not to, take any action or enter into any commitment or agreement which, to GE's Knowledge, may reasonably be anticipated to result, with or without notice and with or without lapse of time or otherwise, in a contravention or event of default by any member of the Company Group of: (i) any provisions of applicable Law; (ii) any provision of the organizational documents of any member of the Company Group; or (iii) any judgment, order or decree of any Governmental Entity having jurisdiction over any member of the Company Group. For purposes of this Section 4.4(b), "GE's Knowledge" means the actual knowledge of the executive officers of GE.

(c) GE and the Company agree to provide to the other any information and documentation reasonably requested by the other for the purpose of evaluating and ensuring compliance with Sections 4.4(a) and Section 4.4(b) hereof.

(d) The provisions of this Section 4.4 shall terminate on the Trigger Date.

4.5 Related Party Transactions.

(a) All proposed Related Party Transactions contemplated by the Transaction Documents between the Company and any member of the GE Group have been approved by the Company Board in connection with its approval of this Agreement. Any amendments to or modifications or terminations of or material waivers, consents or elections under any Related Party Transactions (other than any Related Party Transactions under the Transaction Documents), shall require the prior written approval of the Conflicts Committee, subject to and consistent with the Related Party Transactions Policy (as defined below). Any material amendments or modifications or terminations of any of the Transaction Documents (including, for the avoidance of doubt, the schedules thereto, including the Related Party Transaction Policy) or material waivers, consents (other than any consents of the managing member of Newco LLC contemplated by the Newco LLC Agreement where no member of the GE Group is a counterparty to or beneficiary of the matter in question, and such matter would not otherwise require the prior written approval of the Conflicts Committee under this Section 4.5(a) or the Related Party Transactions Policy) or elections of the Company's or Newco LLC's rights under any of the Transaction Documents (including, for the avoidance of doubt, the schedules thereto, including the Related Party Transaction Policy) shall require the prior written approval of the Conflicts Committee.

(b) All Related Party Transactions that are not contemplated by the Transaction Documents shall be governed by the policy set forth on Schedule 4.5(b) (the "Related Party Transactions Policy").

(c) Following the date hereof, Related Party Transactions involving payments (individually or together with all substantially related payments) in excess of the Threshold (as defined in the Related Party Transactions Policy) shall be subject to the prior written approval of the Conflicts Committee, subject to and consistent with the Related Party Transactions Policy.

4.6 GE Policies.

(a) The policies of the Company Group shall not be inconsistent with the policies of GE provided to the Company (the "GE Policies"); provided, however, that in circumstances where a provision of the Company's Charter or Amended and Restated Bylaws or of any Transaction Document (including, for the avoidance of doubt, this Agreement) and a GE Policy would each apply, the provision in the Company's Charter or Amended and Restated Bylaws or Transaction Document shall control with respect to the Company Group.

(b) The Company shall take, and shall cause the other members of the Company Group to take, all commercially reasonable actions to cause its and the other members of the Company Group's compliance policies and procedures to (i) comply with all applicable Laws and (ii) not contravene GE's The Spirit and the Letter, as amended from time to time; provided that the Company may, with the approval of the Company Board, adopt a new Company code of conduct not inconsistent with GE's The Spirit and the Letter.

(c) The provisions of this Section 4.6 shall terminate on the Trigger Date.

ARTICLE V

FINANCIAL AND OTHER INFORMATION

Unless otherwise expressly provided, each of the covenants and agreements in this Article V shall terminate at the end of the fiscal year in which the Trigger Date occurs, subject to clause (b) of Section 2.1:

5.1 Annual and Quarterly Financial Information; GE's Operating Reviews.

(a) The Company shall, at any time during any fiscal year, use commercially reasonable efforts to deliver to GE the corporate, finance and financial planning and analysis data and supporting information and materials relating to the Company Group as GE may reasonably request for such year and each of the first, second and third quarter of each year within the reasonable time periods specified by GE, which time periods shall be specified by GE in writing by no later than fifteen (15) days prior to the end of each fiscal year or quarter, as applicable. All annual consolidated financial statements of the Company and its Subsidiaries delivered to GE shall set forth in comparative form the consolidated figures for the previous fiscal year prepared in accordance with Regulation S-X. All quarterly consolidated financial statements of the Company and its Subsidiaries delivered to GE shall include financial statements for such quarterly periods and for the period from the beginning of the current fiscal year to the end of such quarter, setting forth in each case in comparative form for each such fiscal quarter of the Company the consolidated figures for the corresponding quarter and period of the previous fiscal year prepared in accordance with Article 10 of Regulation S-X. The information required to be delivered by this Section 5.1 shall include a discussion and analysis by management of the Company's and its Subsidiaries' consolidated financial condition and results of operations for the requisite years and quarterly periods (as applicable), including an explanation of any material adverse change, all in reasonable detail and prepared in accordance with Item 303(a) or Item 303(b) of Regulation S-K (as applicable), and with respect to the yearly reports, prepared for inclusion in the annual report to stockholders of any member of the GE Group. The Company shall provide GE an opportunity to meet with management of the Company to discuss such information required to be delivered by this Section 5.1 upon reasonable notice during normal business hours.

(b) (i) No later than the day prior to the day the Company publicly files its Annual Report on Form 10-K or Quarterly Report on Form 10-Q with the SEC, the Company shall deliver to GE the substantially final form of its Annual Report on Form 10-K or Quarterly Report on Form 10-Q, together with all certifications required by applicable Law by each of the chief executive officer and chief financial officer of the Company and, with respect to the Annual Report on Form 10-K, the form of opinion the Company's independent certified public accountants expect to provide thereon and (ii) the Company shall, if requested by GE, also deliver to GE all of the information required to be delivered by this Section 5.1, with respect to each Subsidiary of the Company, which is itself required to file Annual Reports on Form 10-K and Quarterly Reports on Form 10-Q with the SEC, with such information to be provided in the same manner and detail and on the same time schedule as the information with respect to the Company required to be delivered to GE pursuant to Section 5.1(a).

5.2 GE Public Filings. The Company shall cooperate, and cause its accountants to cooperate, with GE to the extent reasonably requested by GE in the preparation of GE's press releases, public earnings releases, Quarterly Reports on Form 10-Q, Annual Reports to Shareholders, Annual Reports on Form 10-K, any Current Reports on Form 8-K and any amendments thereto and any other proxy, information and registration statements, reports, notices, prospectuses and any other filings made by GE or any of its Subsidiaries with the SEC, any national securities exchange or otherwise made publicly available (collectively, "GE Public Filings"). The Company agrees to use commercially reasonable efforts to provide to GE all information that GE reasonably requests in connection with any such GE Public Filings or that, in the judgment of GE's legal department, is required to be disclosed therein under any Law. The Company agrees to use commercially reasonable efforts to provide such information in a timely manner to enable GE, as applicable, to prepare, print and release such GE Public Filings on such date as GE shall determine. If and to the extent reasonably requested by GE, the Company shall diligently and promptly review all drafts of such GE Public Filings and prepare in a diligent and timely fashion any portion of such GE Public Filing pertaining to the Company or its Subsidiaries. Prior to any printing or public release of any GE Public Filing, an appropriate executive officer of the Company, shall, if requested by GE, confirm to the best of such officer's knowledge that the information provided by the Company relating to the Company Group in such GE Public Filing is accurate, true and correct in all material respects. Unless required by Law or GAAP or interpretations thereof, without the prior consent of GE, the Company shall not publicly release any financial or other information that conflicts with the information with respect to the Company, any Affiliate of the Company or the Company Group that is provided by the Company for any GE Public Filing.

5.3 Other Financial Reporting Matters.

(a) Maintenance of Books and Records. The Company shall, and shall cause each of its consolidated Subsidiaries to, (i) make and keep books, records and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company and such Subsidiaries; (ii) devise and maintain a system of internal accounting controls sufficient to provide reasonable assurances that: (x) transactions are executed in accordance with management's general or specific authorization; (y) transactions are recorded as necessary (1) to permit preparation of financial statements in conformity with GAAP or any other criteria applicable to such statements and (2) to maintain accountability for assets; and (z) access to assets is permitted only in accordance with management's general or specific authorization; and (iii) comply with the provisions of Section 404 of the Sarbanes-Oxley Act of 2002, so long as in effect.

(b) Fiscal Year. The Company shall, and shall cause each of its consolidated Subsidiaries to, maintain a fiscal year which commences on January 1 and ends on December 31 of each calendar year; provided that, if on the date hereof any consolidated Subsidiary of the Company has a fiscal year which ends on a date other than December 31, the Company shall use its reasonable best efforts to cause such Subsidiary to change its fiscal year to one which ends on December 31 if such change is reasonably practicable.

(c) Other Financial Information. Notwithstanding the occurrence of the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the voting power of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, the Company shall use commercially reasonable efforts to provide to GE upon reasonable request of GE such other financial information and analyses of the Company and its Subsidiaries that may be necessary, by virtue of its equity ownership in the Company, for any member of the GE Group to (1) comply with applicable financial reporting requirements or its customary financial reporting practices or (2) respond in a timely manner to any reasonable requests for information regarding the Company and its Subsidiaries received by GE from investors or financial analysts; provided, however, that neither GE nor any member of the GE Group shall disclose any material, non-public information of the Company except pursuant to policies and procedures mutually agreed upon by GE and the Company for the disclosure of such information and except as required by applicable Law. In connection therewith, the Company shall also permit GE, the GE Auditors and other Representatives of GE to discuss the affairs, finances and accounts of any member of the Company Group with the officers of the Company and the Company Auditors, all at such times and as often as GE may reasonably request upon reasonable notice during normal business hours.

(d) Public Information and SEC Reports. The Company and each of its Subsidiaries that files information with the SEC shall use commercially reasonable efforts to timely file and cooperate with GE in preparing reports, notices and proxy and information statements to be sent or made available by the Company or such Subsidiaries to their security holders, all regular, periodic and other reports filed under Sections 13, 14 and 15 of the Exchange Act by the Company or such Subsidiaries and all registration statements and prospectuses to be filed by the Company or such Subsidiaries with the SEC or any securities exchange pursuant to the listed company manual (or similar requirements) of such exchange (collectively, "Company Public Documents") and deliver to GE (to the attention of its senior securities counsel), no later than the date the same are printed for distribution to its shareholders, sent to its shareholders or filed with the SEC, whichever is earliest, final copies of all Company Public Documents (except to the extent publicly available via the SEC's EDGAR system). Upon reasonable advance notice from GE of its planned filing date for any given period (including reasonable notice of any changes to such date), the Company shall use commercially reasonable efforts to file (x) its Quarterly Report on Form 10-Q with the SEC on or about the same day as GE's planned filing date with the SEC for its quarterly reports for the corresponding period and (y) its Annual Report on Form 10-K with the SEC on or about the same day as GE's planned filing date with the SEC for its annual reports for the corresponding period; provided, that in no event shall the Company file such report for any given period prior to GE's filing of its own such report for the corresponding period, unless the Company is so required by Law. The Parties shall cooperate in preparing all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public, including information concerning material developments in the business, properties, results of operations, financial condition or prospects of the Company or any of its Subsidiaries. GE shall have the right to review, reasonably in advance of public release or release to financial analysts or investors (1) all press releases and other statements to be made available by the Company or any of its Subsidiaries to the public that relate to financial or accounting matters and (2) all reports and other information prepared by the Company or any of its Subsidiaries for release to financial analysts or investors; provided, however, that neither GE nor any member of the GE Group shall disclose any material, non-public information of the Company except pursuant to policies and procedures mutually agreed upon by GE and the Company for the disclosure of such information and except as required by applicable Law; provided, further, that notwithstanding anything in this Article V to the contrary, after the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, GE shall have the right to review such press releases, public statements, reports and other information in advance if necessary, by virtue of its equity ownership in the Company, for any member of the GE Group to (1) comply with applicable financial reporting requirements or its customary financial reporting practices or (2) respond to any reasonable requests for information regarding the Company and its Subsidiaries received by GE from investors or financial analysts. No press release, report, registration, information or proxy statement, prospectus or other document which refers, or contains information with respect, to any member of the GE Group shall be filed with the SEC or otherwise made public or released to any financial analyst or investor by the Company or any of its Subsidiaries without the prior written consent of GE (which consent shall not be unreasonably withheld, conditioned or delayed) with respect to those portions of such document that contain information with respect to any member of the GE Group, except as may be required by Law (in such cases the Company shall use its reasonable best efforts to notify the relevant member of the GE Group and to obtain such member's consent before making such a filing with the SEC or otherwise making any such information public).

(e) Meetings with Financial Analysts. The Company shall notify GE reasonably in advance of the date of all scheduled meetings and conference calls to be held between the Company and members of the investment community (including any financial analysts), and of any conferences to be attended by management of the Company with members of the investment community, and shall consult with GE as to the appropriate timing for all such meetings, calls and conferences. The Company shall not schedule such meeting or call or attend such conference on any date to which GE reasonably objects. The foregoing shall not require the Company to notify GE of one-on-one discussions between management of the Company and members of the investment community (including any financial analysts).

(f) Meetings with Ratings Agencies. The Company shall notify GE reasonably in advance of the date of all scheduled meetings and conference calls to be held between the Company and members of the Ratings Agencies, and shall consult with GE as to the appropriate timing for all such meetings, calls and conferences. The Company shall not schedule such meeting or call or attend such conference on any date to which GE reasonably objects. The foregoing shall not require the Company to notify GE of one-on-one discussions between management of the Company and members of the Ratings Agencies.

(g) Earnings Releases. GE agrees that, unless required by Law (and subject to the last sentence of this paragraph) or unless the Company shall have consented thereto, no member of the GE Group will publicly release any quarterly, annual or other financial information of the Company or any of its Subsidiaries ("Company Information") delivered to GE pursuant to this Article V prior to the time that GE publicly releases financial information of GE, for the relevant period. GE will consult with the Company on the timing of their annual and quarterly earnings releases and GE and the Company will give each other an opportunity to review the information therein relating to the Company and its Subsidiaries and to comment thereon; provided, that GE shall have the sole right to determine the timing of all such releases if GE and the Company disagree. Upon reasonable advance notice from GE, the Company shall use commercially reasonable efforts to publicly release its financial results for each annual and quarterly period on the day of GE's earnings release within a reasonable time following GE's release. If any member of the GE Group is required by Law to publicly release such Company Information prior to the public release of GE's financial information, GE will give the Company notice of such release of Company Information as soon as practicable but no later than two (2) days prior to such release of Company Information.

(h) GE Annual Statements.

(i) Coordination of Auditors' Opinions. The Company will use its commercially reasonable efforts to enable its independent certified public accountants (the "Company Auditors") to complete their audit such that they will date their opinion on the Company's audited annual financial statements on the same date that GE's independent certified public accountants (the "GE Auditors") date their opinion on the GE Annual Statements, and to enable GE to meet its timetable for the printing, filing and public dissemination of the GE Annual Statements.

(ii) Access to Personnel and Working Papers. The Company will request the Company Auditors to make available to the GE Auditors both the personnel who performed or are performing the annual audit of the Company and, consistent with customary professional practice and courtesy of such auditors with respect to the furnishing of work papers, work papers related to the annual audit of the Company, in all cases within a reasonable time before the Company Auditors' opinion date, so that the GE Auditors are able to perform the procedures they consider necessary to take responsibility for the work of the Company Auditors as it relates to the GE Auditors' report on the GE Annual Statements, all within sufficient time to enable GE to meet its timetable for the printing, filing and public dissemination of the GE Annual Statements. If the GE Auditors identify, in any management letter or other correspondence in connection with the annual audit of GE, any issue with the accounting principles, any proposed adjustment or any similar area of concern with respect to the Company Group, GE shall promptly inform the Company and provide the Company with an excerpt of the applicable portions of such management letter or correspondence.

(i) Internal Auditors. The Company shall provide GE, the GE Auditors or other Representatives of GE reasonable access upon reasonable notice during normal business hours to the Company's and its Subsidiaries' books and records so that GE may conduct reasonable audits relating to the financial statements provided by the Company pursuant to this Article V, as well as to the internal accounting controls and operations of the Company and its Subsidiaries.

(j) Accounting Estimates and Principles. The Company will give GE reasonable notice of any proposed material change in accounting estimates or material changes in accounting principles from those in effect with respect to the Company Group, and will give GE notice immediately following adoption of any such changes that are mandated or required by the SEC, the Financial Accounting Standards Board or the Public Company Accounting Oversight Board. In connection therewith, the Company will consult with GE, and, if requested by GE, the Company will consult with the GE Auditors with respect thereto. As to material changes in accounting principles that could affect any member of the GE Group, the Company will not make any such changes without GE's prior written consent (which consent will not be unreasonably withheld, conditioned or delayed), excluding changes that are mandated or required by the SEC, the Financial Accounting Standards Board or the Public Company Accounting Oversight Board, if such a change would be sufficiently material to be required to be disclosed in the Company's financial statements as filed with the SEC or otherwise publicly disclosed therein. If GE so requests, the Company will be required to obtain the concurrence of the Company Auditors as to such material change prior to its implementation. GE will use its reasonable best efforts to promptly respond to any request by the Company to make a change in accounting principles and, in any event, in sufficient time to enable the Company to comply with its obligations under Section 5.1.

(k) Management Certification. The Company's chief executive officer and the Company's chief financial or accounting officer shall submit quarterly representations (with such changes thereto prescribed by GE consistent with representations furnished to GE by other business units of GE or as otherwise required by changes to applicable Law or stock exchange requirements) attesting to the accuracy and completeness of the financial and accounting records referred to therein in all material respects and the establishment and maintenance of disclosure controls and procedures and internal control over financial reporting.

(l) Operating Review Process. The Company shall conduct its strategic and operational review process on a schedule that is consistent with that of GE's. GE acknowledges that, as a supplement to the information furnished by the Company to GE pursuant to Section 5.1, GE shall conduct its strategic and operational reviews of the Company through participation in meetings or other activities of the Company Board by the members of the Company Board that are designated for nomination by GE. To facilitate GE's participation in the process in this manner, the Company shall hold all of its regularly scheduled board meetings at which its strategic and operational reviews are discussed within a time frame consistent with GE's strategic and operational review process. GE shall make a good faith attempt to conduct all other reviews of the Company's operations, affairs, finances or results (other than those required to comply with applicable financial reporting requirements or its customary financial reporting practices) through participation in meetings or other activities of the Company Board by the members of the Company Board that are designated for nomination by GE. In connection with strategic, operational or other reviews, relevant GE personnel other than the members of the Company Board designated for nomination by GE may participate at GE's invitation. GE will notify the Company in advance of any such additional attendees.

(m) Accountants' Reports. The Company agrees that, notwithstanding the occurrence of the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, the Company will promptly upon receipt of written notice from GE, but in no event later than five (5) Business Days following the receipt thereof, deliver to GE copies of all reports submitted to the Company or any of its Subsidiaries by their independent certified public accountants, including each report submitted to the Company or any of its Subsidiaries concerning its accounting practices and systems and any comment letter submitted to management in connection with their annual audit and all responses by management to such reports and letters.

5.4 Exchange of Information. Notwithstanding the occurrence of the Trigger Date, for so long as members of the GE Group beneficially own at least 10% of the outstanding shares of Company Common Stock on any date during the applicable fiscal year, each of GE and the Company, on behalf of itself and the other members of its respective Group, agrees to use commercially reasonable efforts to provide, or cause to be provided, to the other, at any time after the date hereof, as soon as reasonably practicable after written request therefor, any Information in the possession or under the control of such respective Group which the requesting Party reasonably needs: (i) to comply with reporting, disclosure, filing or other requirements imposed on the requesting Party or a member of its Group (including under applicable securities or Tax Laws) by a Governmental Entity having jurisdiction over the requesting Party or such member of its Group; (ii) for use in any other judicial, regulatory, administrative, Tax or other proceeding or in order to satisfy audit, accounting, claims, regulatory, litigation, Tax or other similar requirements, in each case other than claims or allegations that one Party to this Agreement has against the other; or (iii) subject to the foregoing clause (ii), to comply with its obligations under this Agreement or any Transaction Document; provided, however, that in the event that any Party determines that any such provision of Information could be commercially detrimental, violate any Law or agreement, or waive any attorney-client privilege, the Parties shall take all reasonable measures to permit the compliance with such obligations in a manner that avoids any such harm or consequence.

5.5 Ownership of Information. Any Information owned by one Group that is provided to a requesting Party pursuant to Section 5.4 shall be deemed to remain the property of the providing Group. Unless specifically set forth herein, nothing contained in this Agreement shall be construed as granting or conferring rights of license or otherwise in any such Information.

5.6 Compensation for Providing Information. In connection with Information exchanged pursuant to Section 5.4 or a party's obligations under Section 5.10, the Party requesting Information or performance agrees to reimburse the other Party for the reasonable out-of-pocket costs, if any, of creating, gathering and copying such Information or otherwise performing, to the extent that such costs are incurred for the benefit of the requesting Party. Except as may be otherwise specifically provided elsewhere in this Agreement, or in any other agreement between the Parties, such costs shall be computed in accordance with the providing Party's standard methodology and procedures.

5.7 Record Retention. To facilitate the possible exchange of Information pursuant to this Article V and other provisions of this Agreement, GE and the Company agree to use their reasonable best efforts to retain all Information in their respective possession or control in accordance with the policies of GE as in effect on the date hereof, to the extent such policies are communicated in writing to the Company reasonably in advance, or such other policies as may be reasonably adopted by the appropriate Party after the date hereof. Neither Party will destroy, or permit any of its Subsidiaries to destroy, any Information which the other Party may have the right to obtain pursuant to this Agreement prior to the fifth anniversary of the date hereof without first using its reasonable efforts to notify the other Party of the proposed destruction and giving the other Party the opportunity to take possession of such Information prior to such destruction; provided, however, that in the case of any Information relating to Taxes or employee benefits, such period shall be extended to the expiration of the applicable statute of limitations (giving effect to any extensions thereof); provided further, however, no Party will destroy, or permit any of its Subsidiaries to destroy, any Information required to be retained by applicable Law.

5.8 Liability. No Party shall have any liability to any other Party in the event that any Information exchanged or provided pursuant to this Agreement which is an estimate or forecast, or which is based on an estimate or forecast, is found to be inaccurate in the absence of willful misconduct by the Party providing such Information. No Party shall have any liability to any other Party if any Information is destroyed after reasonable best efforts by such Party to comply with the provisions of Section 5.7.

5.9 Other Agreements Providing for Exchange of Information.

(a) The rights and obligations granted under this Article V are subject to any specific limitations, qualifications or additional provisions on the sharing, exchange, retention or confidential treatment of Information set forth in any Transaction Document.

(b) Following the Trigger Date, in the event any Information provided by one Group to the other (other than Information provided pursuant to Section 5.7) is no longer needed for the purposes contemplated by any other Transaction Document or is no longer required to be retained by applicable Law, the receiving Party will promptly after request of the other Party either return to the other Party all Information in a tangible form (including all copies thereof and all notes, extracts or summaries based thereon) or certify to the other Party that it has destroyed such Information (and such copies thereof and such notes, extracts or summaries based thereon).

5.10 Production of Witnesses; Records; Cooperation.

(a) Except in the case of an adversarial Action by one Party against another Party, each of GE and the Company shall use its reasonable efforts to make available to each other Party, upon written request, the former, current and future directors, officers, employees, other personnel and agents of the members of its respective Group as witnesses and any books, records or other documents within its control or which it otherwise has the ability to make available, to the extent that any such person (giving consideration to business demands of such directors, officers, employees, other personnel and agents) or books, records or other documents may reasonably be required in connection with any Action in which the requesting Party may from time to time be involved, regardless of whether such Action is a matter with respect to which indemnification may be sought under the Transaction Documents. The requesting Party shall bear all costs and expenses in connection therewith.

(b) Without limiting the foregoing, GE and the Company shall cooperate and consult to the extent reasonably necessary with respect to any Actions.

(c) Without limiting any provision of this Section 5.10, each of GE and the Company agrees to cooperate, and to cause each member of its respective Group to cooperate, with each other in the defense of any infringement or similar claim with respect to any intellectual property and shall not claim to acknowledge, or permit any member of its respective Group to claim to acknowledge, the validity or infringing use of any intellectual property of a third Person in a manner that would hamper or undermine the defense of such infringement or similar claim except as required by Law.

(d) The obligation of GE and the Company to provide witnesses pursuant to this Section 5.10 is intended to be interpreted in a manner so as to facilitate cooperation and shall include the obligation to provide as witnesses officers without regard to whether the witness or the employer of the witness could assert a possible business conflict (subject to the exception set forth in the first sentence of Section 5.10(a)).

(e) In connection with any matter contemplated by this Section 5.10, GE and the Company will enter into a mutually acceptable joint defense agreement so as to maintain to the extent practicable any applicable attorney-client privilege, work product immunity or other applicable privileges or immunities of any member of any Group.

5.11 Privilege. The provision of any information pursuant to this Article V shall not be deemed a waiver of any privilege, including privileges arising under or related to the attorney-client privilege or any other applicable privilege (a "Privilege"). Neither the Company or any member of the Company Group nor GE or any member of the GE Group will be required to provide any information pursuant to this Article V if the provision of such information would serve as a waiver of any Privilege afforded such information.

ARTICLE VI

DISPUTE RESOLUTION

6.1 General Provisions.

(a) Any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, or the validity, interpretation, breach or termination thereof (a "Dispute"), shall be resolved in accordance with the procedures set forth in this Article VI, which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified below.

(b) Commencing with a request contemplated by Section 6.2, all communications between the Parties or their Representatives in connection with the attempted resolution of any Dispute shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence for any reason (whether as an admission or otherwise), in any proceeding for the resolution of the Dispute.

(c) Except as provided in Section 6.1(f) in connection with any Dispute, the Parties expressly waive and forego any right to trial by jury.

(d) The specific procedures set forth below, including but not limited to the time limits referenced therein, may be modified by agreement of the Parties in writing.

(e) All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Article VI are pending. The Parties will take such action, if any, required to effectuate such tolling.

(f) The Parties hereby irrevocably submit to the exclusive jurisdiction of the Court of Chancery of the State of Delaware or, if such court lacks subject matter jurisdiction, any other state court or federal court having subject matter jurisdiction located within the State of Delaware in connection with any such Dispute, and each Party hereby irrevocably agrees that all claims in respect of any such Dispute or any suit, action or proceeding related thereto may be heard and determined in such courts. The Parties hereby irrevocably waive, to the fullest extent permitted by applicable Law, any objection that they may now or hereafter have to the laying of venue of any such Dispute brought in such courts or any defense of inconvenient forum for the maintenance of such dispute. Each of the Parties agrees that a judgment in any such Dispute may be enforced in other jurisdictions by suit, on the judgment or in any other manner provided by Law.

(g) To the extent a Dispute under this Agreement is not resolved pursuant to Section 6.2 herein; a Party may bring such a Dispute in court in accordance with Section 6.1(f) of this Agreement.

6.2 Consideration by Senior Executive and Conflicts Committee.

(a) The Parties shall attempt in good faith to resolve any Dispute by negotiation between the CEO of GE, on the one hand, and the Conflicts Committee, on the other hand. Either Party may initiate the negotiation process by providing a written notice to the other (the "Initial Notice"). Fifteen (15) days after delivery of the Initial Notice, the receiving Party shall submit to the other a written response (the "Response"). The Initial Notice and the Response shall include (i) a statement of the Dispute and of each Party's position and (ii) the name and title of any person that will represent that Party and of any other person who will accompany such person. Such meeting may be in person or by telephone within ten (10) Business Days of the date of the Response to seek a resolution of the Dispute.

6.3 Attorneys' Fees and Costs. Each Party will bear its own attorneys' fees and costs incurred in connection with the resolution of any Dispute in accordance with this Article VI.

ARTICLE VII

MISCELLANEOUS

7.1 Corporate Power; Fiduciary Duty.

(a) GE represents on behalf of itself and the Company represents on behalf of itself, as follows:

(i) each such Person has the requisite corporate or other power and authority and has taken all corporate or other action necessary in order to execute, deliver and perform this Agreement and to consummate the transactions contemplated hereby; and

(ii) this Agreement has been duly executed and delivered by it and constitutes a valid and binding agreement of it enforceable in accordance with the terms thereof.

(b) Notwithstanding any provision of this Agreement, none of GE or the Company shall be required to take or omit to take any act that would violate its fiduciary duties to any minority stockholders of the Company or any non-wholly-owned Subsidiary of GE or the Company, as the case may be (it being understood that directors' qualifying shares or similar interests will be disregarded for purposes of determining whether a Subsidiary is wholly owned).

7.2 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York, except under Article III, to the extent the substantive Laws of the State of Delaware apply.

7.3 Force Majeure. No Party (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. A Party claiming the benefit of this provision shall, as soon as reasonably practicable after the occurrence of any such event: (i) notify the other Parties of the nature and extent of any such Force Majeure condition and (ii) use due diligence to remove any such causes and resume performance under this Agreement as soon as feasible.

7.4 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address or email address for a Party as shall be specified in a notice given in accordance with this Section 7.4:

If to GE, to:

General Electric Company
41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Email: jim.waterbury@ge.com

If to the Company, to:

Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
E-mail: will.marsh@bhge.com

7.5 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly.

7.6 Entire Agreement. This Agreement (including the annexes, exhibits and letters hereto) and the Transaction Documents constitute the entire agreement, and supersede all other prior agreements and understandings (both written and oral), among the Parties with respect to the subject matter hereof and thereof.

7.7 Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned by any Party without the prior written consent of the other Party. This Agreement is for the sole benefit of the Parties to this Agreement and the members of their respective Group and their permitted successors and assigns, including any Permitted Transferee (as defined in the Newco LLC Agreement) and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity (other than the Conflicts Committee pursuant to Section 7.8 or Section 7.12) any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

7.8 Amendment; Waiver. No provision of this Agreement may be amended or modified except by a written instrument signed by all the Parties to such agreement; provided that any material amendment or modification of this Agreement shall require the prior written approval of the Conflicts Committee. Either Party may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided, that no waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving; provided, further, that any material waiver of any or all of the Company's rights granted under this Agreement shall require the prior written approval of the Conflicts Committee. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

7.9 Interpretations. When a reference is made in this Agreement to an Article, Section or Schedule, such reference shall be to an Article, Section or Schedule to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Any references in this Agreement to "the date hereof" refers to the date of execution of this Agreement. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to "this Agreement," "hereof," "herein," and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement and include any schedules, annexes, exhibits or other attachments to this Agreement. The word "or" shall be deemed to mean "and/or." All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. The Parties have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Agreement or interim drafts of this Agreement.

7.10 Privileged Matters.

(a) Each of the Parties agrees, on its own behalf and on behalf of its directors, officers, employees and Affiliates, that the law firms listed on Schedule 7.10(a) (the "GE Law Firms") may serve as counsel to GE and the other members of the GE Group, on the one hand, and the GE O&G Subsidiaries, on the other hand, in connection with the negotiation, preparation, execution, delivery and performance of this Agreement and the other Transaction Documents and the consummation of the Transactions, and that, following consummation of the Transactions, the GE Law Firms may serve as counsel to the GE Group or any director, officer, employee or Affiliate of any member of the GE Group, in connection with any litigation, claim or obligation arising out of or relating to this Agreement, the other Transaction Documents or the Transactions notwithstanding such representation. In connection with any representation expressly permitted pursuant to the prior sentence, the Company hereby irrevocably waives and agrees not to assert, and agrees to cause the other members of the Company Group to irrevocably waive and not to assert any conflict of interest arising from or in connection with (i) prior representation of the GE O&G Subsidiaries by the GE Law Firms, and (ii) representation of any member of the GE Group prior to and after the Closing by the GE Law Firms. As to any privileged attorney-client communications between the GE Law Firms and any GE O&G Subsidiary prior to the Closing (collectively, the "Privileged Communications"), the Company, together with any of its Affiliates, successors or assigns, agrees that no such party may use or rely on any of the Privileged Communications in any action against or involving any of the Parties after the Closing.

(b) The Company further agrees, on behalf of itself and on behalf of the other members of the Company Group, that all privileged communications in any form or format whatsoever between or among the GE Law Firms, on the one hand, and GE, any other member of the GE Group or the GE O&G Subsidiaries, or any of their respective directors, officers, employees or other representatives, on the other hand, that relate to the negotiation, documentation and consummation of the Transactions, any alternative transactions to the Transactions presented to or considered by GE, any other member of the GE Group or the GE O&G Subsidiaries, or any dispute arising under this Agreement or the other Transaction Documents, unless finally adjudicated to be not privileged by a court of law (collectively, the "Privileged Deal Communications"), shall remain privileged after the Closing and that the Privileged Deal Communications and the expectation of client confidence relating thereto shall belong solely to GE, shall be controlled by GE, and shall not pass to or be claimed by the Company or any other member of the Company Group. The Company agrees that it will not, and that it will cause the other members of the Company Group not to, (i) access or use the Privileged Deal Communications, (ii) seek to have any member of the GE Group waive the attorney-client privilege or any other privilege, or otherwise assert that the Company or any other member of the Company Group has the right to waive the attorney-client privilege or other privilege applicable to the Privileged Deal Communications, or (iii) seek to obtain the Privileged Deal Communications or Non-Privileged Deal Communications (as defined below) from any member of the GE Group or the GE Law Firms.

(c) The Company further agrees, on behalf of itself and on behalf of the other members of the Company Group, that all communications in any form or format whatsoever between or among any of the GE Law Firms, GE, any other member of the GE Group or the GE O&G Subsidiaries, or any of their respective directors, officers, employees or other Affiliates or representatives that relate to the negotiation, documentation and consummation of the Transactions, any alternative transactions to the Transactions presented to or considered by GE, any other member of the GE Group or the GE O&G Subsidiaries, or any dispute arising under this Agreement and that are not Privileged Deal Communications (collectively, the "Non-Privileged Deal Communications"), shall also belong solely to GE, shall be controlled by GE and ownership thereof shall not pass to or be claimed by the Company or any other member of the GE Group.

(d) Notwithstanding the foregoing, in the event that a dispute arises between the Company or any other member of the Company Group, on the one hand, and a third party other than GE, any other member of the GE Group or their respective Affiliates, on the other hand, then the Company or such other member of the Company Group may assert the attorney-client privilege to prevent the disclosure of the Privileged Deal Communications to such third party; provided, however, that to the extent such dispute relates to this Agreement, the other Transaction Documents or the Transactions, none of the Company or any other member of the Company Group may waive such privilege without the prior written consent of GE. If the Company or any other member of the Company Group is legally required to access or obtain a copy of all or a portion of the Privileged Deal Communications, then the Company shall promptly (and, in any event, within three (3) Business Days) notify GE in writing (including by making specific reference to this Section 7.10(d)) so that GE can, at its sole cost and expense, seek a protective order, and the Company agrees to use commercially reasonable efforts to assist therewith.

(e) This Section 7.10 shall apply *mutatis mutandis* with respect to the representation by the law firms listed on Schedule 7.10(e) of the Conflicts Committee and any member of the Company Group (including BHI) and any successors thereof.

7.11 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different Parties in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

7.12 Enforceable by the Conflicts Committee. All of the Company's and Newco LLC's rights under this Agreement and the other Transaction Documents may be enforced by the Conflicts Committee; provided that nothing in this Agreement shall require the Conflicts Committee to act on behalf of, or enforce any rights of, the Company or Newco LLC. Any recovery in connection with an Action brought by the Conflicts Committee hereunder or thereunder shall be for the proportionate benefit of all Other Stockholders.

[*The remainder of this page has been intentionally left blank; the next page is the signature page.*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[Signature Page to the Stockholders Agreement]

Exhibit 10.2

Execution Version

REGISTRATION RIGHTS AGREEMENT

This REGISTRATION RIGHTS AGREEMENT (this "Agreement"), dated as of July 3, 2017, is entered into between General Electric Company, a New York corporation ("GE"), and Baker Hughes, a GE company, a Delaware corporation (formerly known as Bear Newco, Inc.) ("Newco" or the "Company"). Certain terms used in this Agreement are defined in Section 1.1.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), the Company, and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, the Company, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have agreed to combine GE O&G (as defined in the Transaction Agreement) with BHI and have effected or agreed to effect the Transactions (as defined herein);

WHEREAS, in connection with the Transactions, GE acquired newly issued membership interests in Baker Hughes, a GE company, LLC, a Delaware limited liability company and wholly owned subsidiary of Newco ("Newco LLC") (the "Membership Interests"), and shares of Newco's Class B common stock, par value $0.0001 per share (the "Class B Common Stock"), which Membership Interests, together with shares of Class B Common Stock, are exchangeable on a 1:1 basis for Class A common stock, par value $0.0001 per share, of Newco (the "Class A Common Stock"); and

WHEREAS, the Company wishes to grant certain registration rights with respect to the Class A Common Stock or other Registrable Securities held by GE or any other Holder, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GE and Newco, intending to be legally bound, hereby agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings ascribed to such terms in the Transaction Agreement. The following terms shall have the meanings set forth in this Section 1.1:

"Exchange Act" means the Securities Exchange Act of 1934, as amended, or any similar federal statute, and the rules and regulations promulgated by the SEC thereunder.

"Excluded Registration" means a registration under the Securities Act of (i) Registrable Securities pursuant to one or more Demand Registrations pursuant to Section 2 hereof, (ii) securities registered on Form S-8 or any similar successor form, and (iii) securities registered to effect the acquisition of, or combination with, another Person.

"Holder" means (i) GE and (ii) any direct or indirect transferee of GE who shall become a party to this Agreement in accordance with Section 2.9 and has agreed in writing to be bound by the terms of this Agreement.

"Person" or "person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or other agency or political subdivision thereof.

"register," "registered" and "registration" refer to a registration effected by preparing and filing a registration statement in compliance with the Securities Act, and the declaration or ordering of the effectiveness of such registration statement.

"Registrable Securities" means the Class A Common Stock, including any shares thereof issuable upon or issued upon exercise, conversion or exchange of other securities of Newco or any of its subsidiaries (including Class B Common Stock and Membership Interests) (and, for the avoidance of doubt, each Holder shall be deemed to hold the Registrable Securities so issuable in respect of such other securities held by such Holder) and any securities issued or issuable directly or indirectly with respect to, in exchange for, upon the conversion of or in replacement of the Class A Common Stock, whether by way of a dividend or distribution or stock split or in connection with a combination of shares, recapitalization, merger, consolidation, exchange or other reorganization, owned by the Holders, whether owned on the date hereof or acquired hereafter; *provided*, *however*, that securities that, pursuant to Section 3.1, no longer have registration rights hereunder shall not be considered Registrable Securities.

"Requesting Holders" shall mean any Holder(s) requesting to have its (their) Registrable Securities included in any Demand Registration or Shelf Registration.

"SEC" means the Securities and Exchange Commission or any other federal agency at the time administering the Securities Act.

"Securities Act" means the Securities Act of 1933, as amended, or any similar federal statute, and the rules and regulations promulgated by the SEC thereunder.

1.2 Other Terms. For purposes of this Agreement, the following terms have the meanings set forth in the section or agreement indicated.

Term	Section
Adverse Effect	Section 2.1.5
Advice	Section 2.6
Affiliate	Transaction Agreement
Agreement	Introductory Paragraph
BHI	Recitals
Company	Introductory Paragraph
Class A Common Stock	Recitals

Term	Section
Class B Common Stock	Recitals
Demand Registration	Section 2.1.1(a)
Demanding Shareholders	Section 2.1.1(a)
Demand Request	Section 2.1.1(a)
FINRA	Section 2.7
GE	Introductory Paragraph
Inspectors	Section 2.5(xiii)
Membership Interests	Recitals
Transaction Agreement	Recitals
Newco	Introductory Paragraph
Piggyback Registration	Section 2.2.1
Records	Section 2.5(xiii)
Required Filing Date	Section 2.1.1(a)
Seller Affiliates	Section 2.8.1
Shelf Registration	Section 2.1.2
Suspension Notice	Section 2.6

1.3 Rules of Construction. Unless the context otherwise requires:

(1) a term has the meaning assigned to it;

(2) "or" is not exclusive;

(3) words in the singular include the plural, and words in the plural include the singular;

(4) provisions apply to successive events and transactions; and

(5) "herein," "hereof" and other words of similar import refer to this Agreement as a whole and not to any particular Article, Section or other subdivision.

ARTICLE 2
REGISTRATION RIGHTS

2.1 Demand Registration.

2.1.1 Request for Registration.

(a) Commencing on the date hereof, subject to any restrictions contained in the Stockholders Agreement, any Holder or Holders of Registrable Securities shall have the right to require the Company to file a registration statement on Form S-1 or S-3 or any other appropriate form under the Securities Act or Exchange Act for a public offering or the listing or trading of all or part of its or their Registrable Securities (including any public offering or listing or trading of securities of (i) the Company or (ii) any wholly owned, direct or indirect Subsidiary of GE, in connection with and subject to the requirements applicable to a Permitted Spin Transaction (as defined in the Newco LLC Operating Agreement) (a "Demand Registration"), by delivering to the Company written notice stating that such right is being exercised, naming, if applicable, the Holders whose Registrable Securities are to be included in such registration (collectively, the "Demanding Shareholders"), specifying the number of each such Demanding Shareholder's Registrable Securities to be included in such registration and, subject to Section 2.1.3 hereof, describing the intended method of distribution thereof (a "Demand Request").

(b) Subject to Section 2.1.6, the Company shall file the registration statement in respect of a Demand Registration as soon as practicable and, in any event, within forty-five (45) days after receiving a Demand Request (the "Required Filing Date") and shall use reasonable best efforts to cause the same to be declared effective by the SEC as promptly as practicable after such filing; *provided*, *however*, that:

(i) the Company shall not be obligated to effect a Demand Registration pursuant to Section 2.1.1(a) within 60 days after the effective date of a previous Demand Registration, other than a Shelf Registration pursuant to this Article 2; and

(ii) the Company shall not be obligated to effect a Demand Registration pursuant to Section 2.1.1(a) unless the Demand Request is for a number of Registrable Securities with a market value that is equal to at least $50 million as of the date of such Demand Request.

2.1.2 Shelf Registration. With respect to any Demand Registration, the Requesting Holders may require the Company to effect a registration of the Registrable Securities under a registration statement pursuant to Rule 415 under the Securities Act (or any successor rule) (a "Shelf Registration") or any takedown thereunder.

2.1.3 Selection of Underwriters. At the request of a majority of the Requesting Holders, the offering of Registrable Securities pursuant to a Demand Registration shall be in the form of a "firm commitment" underwritten offering. The Holders of a majority of the Registrable Securities to be registered in a Demand Registration shall select the investment banking firm or firms to manage the underwritten offering, *provided* that such selection shall be subject to the consent of the Company, which consent shall not be unreasonably withheld or delayed. No Holder may participate in any registration pursuant to Section 2.1.1 unless such Holder (x) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements described above and (y) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements; *provided*, *however*, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of his or its Registrable Securities to be transferred free and clear of all liens, claims, and encumbrances, (ii) such Holder's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested; *provided*, *further*, *however*, that the obligation of such Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Holders selling Registrable Securities, and the liability of each such Holder will be in proportion thereto, and *provided*, *further*, that such liability will be limited to the net amount received by such Holder from the sale of his or its Registrable Securities pursuant to such registration.

2.1.4 Rights of Nonrequesting Holders. Upon receipt of any Demand Request, the Company shall promptly (but in any event within ten (10) days) give written notice of such proposed Demand Registration to all other Holders, who shall have the right, exercisable by written notice to the Company within twenty (20) days of their receipt of the Company's notice, to elect to include in such Demand Registration such portion of their Registrable Securities as they may request. All Holders requesting to have their Registrable Securities included in a Demand Registration in accordance with the preceding sentence shall be deemed to be "Requesting Holders" for purposes of this Section 2.1.

2.1.5 Priority on Demand Registrations. No securities to be sold for the account of any Person (including the Company) other than a Requesting Holder shall be included in a Demand Registration unless the managing underwriter or underwriters shall advise the Requesting Holders that the inclusion of such securities will not adversely affect the price, timing or distribution of the offering or otherwise adversely affect its success (an "Adverse Effect"). Furthermore, if the managing underwriter or underwriters shall advise the Requesting Holders that, even after exclusion of all securities of other Persons pursuant to the immediately preceding sentence, the amount of Registrable Securities proposed to be included in such Demand Registration by Requesting Holders is sufficiently large to cause an Adverse Effect, the Registrable Securities of the Requesting Holders to be included in such Demand Registration shall equal the number of shares which the Requesting Holders are so advised can be sold in such offering without an Adverse Effect and such shares shall be allocated pro rata among the Requesting Holders on the basis of the number of Registrable Securities requested to be included in such registration by each such Requesting Holder.

2.1.6 Deferral of Filing. The Company may defer the filing (but not the preparation) of a registration statement required by Section 2.1 until a date not later than sixty (60) days after the Required Filing Date and not more than twice and not more than ninety (90) days in the aggregate in any twelve-month period if (i) the Board of Directors of the Company or a committee of the Board of Directors of the Company determines in good faith that such registration would be materially detrimental to the Company and its stockholders; *provided*, that the Board of Directors of the Company or such committee, as applicable, shall, in making such determination, take into consideration the benefit to the Company of completing such registration and the reduction of the ownership of Registrable Securities by the Requesting Holder, or (ii) prior to receiving the Demand Request, the Company had determined to effect a registered underwritten public offering of the Company's securities for the Company's account and the Company had taken substantial steps (including, but not limited to, selecting a managing underwriter for such offering) and is proceeding with reasonable diligence to effect such offering. A deferral of the filing of a registration statement pursuant to this Section 2.1.6 shall be lifted, and the requested registration statement shall be filed forthwith, if, in the case of a deferral pursuant to clause (i) of the preceding sentence, the negotiations or other activities are disclosed or terminated, or, in the case of a deferral pursuant to clause (ii) of the preceding sentence, the proposed registration for the Company's account is abandoned. In order to defer the filing of a registration statement pursuant to this Section 2.1.6, the Company shall promptly (but in any event within ten (10) days), upon determining to seek such deferral, deliver to each Requesting Holder a certificate signed by an executive officer of the Company stating that the Company is deferring such filing pursuant to this Section 2.1.6 and a general statement of the reason for such deferral and an approximation of the anticipated delay.

Within twenty (20) days after receiving such certificate, the holders of a majority of the Registrable Securities held by the Requesting Holders and for which registration was previously requested may withdraw such Demand Request by giving notice to the Company; if withdrawn, the Demand Request shall be deemed not to have been made for all purposes of this Agreement. The Company may defer the filing of a particular registration statement pursuant to this Section 2.1.6 only once.

2.2 Piggyback Registrations.

2.2.1 Right to Piggyback. Each time the Company proposes to register any of its equity securities (other than pursuant to an Excluded Registration) under the Securities Act for sale to the public (whether for the account of the Company or the account of any securityholder of the Company) (a "Piggyback Registration"), the Company shall give prompt written notice to each Holder of Registrable Securities (which notice shall be given not less than ten (10) days prior to the anticipated filing date of the Company's registration statement), which notice shall offer each such Holder the opportunity to include any or all of its Registrable Securities in such registration statement, subject to the limitations contained in Section 2.2.2 hereof. Each Holder who desires to have its Registrable Securities included in such registration statement shall so advise the Company in writing (stating the number of shares desired to be registered) within ten (10) days after the date of such notice from the Company. Any Holder shall have the right to withdraw such Holder's request for inclusion of such Holder's Registrable Securities in any registration statement pursuant to this Section 2.2.1 by giving written notice to the Company of such withdrawal. Subject to Section 2.2.2 below, the Company shall include in such registration statement all such Registrable Securities so requested to be included therein; *provided*, *however*, that the Company may at any time withdraw or cease proceeding with any such registration if it shall at the same time withdraw or cease proceeding with the registration of all other equity securities originally proposed to be registered.

2.2.2 Priority on Piggyback Registrations.

(a) If a Piggyback Registration is an underwritten offering and was initiated by the Company, and if the managing underwriter advises the Company that the inclusion of Registrable Securities requested to be included in the Registration Statement would cause an Adverse Effect, the Company shall include in such registration statement (i) first, the securities the Company proposes to sell, (ii) second, the Registrable Securities requested to be included in such registration, pro rata among the Holders of such Registrable Securities on the basis of the number of Registrable Securities owned by each such Holder, and (iii) third, any other securities requested to be included in such registration, *provided* that if such other securities have been requested to be included pursuant to a registration rights agreement, then such securities would be included as set forth in (ii) above. If as a result of the provisions of this Section 2.2.2(a) any Holder shall not be entitled to include all Registrable Securities in a registration that such Holder has requested to be so included, such Holder may withdraw such Holder's request to include Registrable Securities in such registration statement.

(b) If a Piggyback Registration is an underwritten offering and was initiated by a security holder of the Company, and if the managing underwriter advises the Company that the inclusion of Registrable Securities requested to be included in the Registration Statement would cause an Adverse Effect, the Company shall include in such registration statement (i) first, the securities requested to be included therein by the security holders requesting such registration and the Registrable Securities requested to be included in such registration, pro rata among the holders of such securities on the basis of the number of securities owned by each such holder, and (ii) second, any other securities requested to be included in such registration (including securities to be sold for the account of the Company). If as a result of the provisions of this Section 2.2.2(b) any Holder shall not be entitled to include all Registrable Securities in a registration that such Holder has requested to be so included, such Holder may withdraw such Holder's request to include Registrable Securities in such registration statement.

(c) No Holder may participate in any registration statement in respect of a Piggyback Registration hereunder unless such Holder (x) agrees to sell such Holder's Registrable Securities on the basis provided in any underwriting arrangements approved by the Company and (y) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents, each in customary form, reasonably required under the terms of such underwriting arrangements; *provided*, *however*, that no such Holder shall be required to make any representations or warranties in connection with any such registration other than representations and warranties as to (i) such Holder's ownership of his or its Registrable Securities to be sold or transferred free and clear of all liens, claims, and encumbrances, (ii) such Holder's power and authority to effect such transfer, and (iii) such matters pertaining to compliance with securities laws as may be reasonably requested; *provided*, *further*, *however*, that the obligation of such Holder to indemnify pursuant to any such underwriting arrangements shall be several, not joint and several, among such Holders selling Registrable Securities, and the liability of each such Holder will be in proportion to, and *provided*, *further*, that such liability will be limited to, the net amount received by such Holder from the sale of his or its Registrable Securities pursuant to such registration.

2.3 SEC Form S-3. The Company shall use its reasonable best efforts to cause Demand Registrations to be registered on Form S-3 (or any successor form) once the Company becomes eligible to use Form S-3, and if the Company is not then eligible under the Securities Act to use Form S-3, Demand Registrations shall be registered on the form for which the Company then qualifies. The Company shall use its reasonable best efforts to become eligible to use Form S-3 (including if applicable an automatic shelf registration statement) and, after becoming eligible to use Form S-3, shall use its reasonable best efforts to remain so eligible.

2.4 Holdback Agreements.

(a) The Company shall not effect any public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for such securities, during the seven days prior to and during the 90-day period beginning on the effective date of any registration statement in connection with a Demand Registration (other than a Shelf Registration), or in the case of a Shelf Registration, the filing of any prospectus relating to the offer and sale of Registrable Securities, or a Piggyback Registration, except pursuant to any registrations on Form S-4 or Form S-8 or any successor form or unless the underwriters managing any such public offering otherwise agree.

(b) If any Holder of Registrable Securities notifies the Company in writing that it intends to effect an underwritten sale registered pursuant to a Shelf Registration pursuant to Article 2 hereof, the Company shall not effect any public sale or distribution of its equity securities, or any securities convertible into or exchangeable or exercisable for its equity securities, during the seven days prior to and during the 90-day period beginning on the pricing date for such underwritten offering, except pursuant to registrations on Form S-4 or Form S-8 or any successor form or unless the underwriters managing any such public offering otherwise agree.

(c) Each Holder agrees, in the event of an underwritten offering by the Company (whether for the account of the Company or otherwise), not to offer, sell, contract to sell or otherwise dispose of any Registrable Securities, or any securities convertible into or exchangeable or exercisable for such securities, including any sale pursuant to Rule 144 under the Securities Act (except as part of such underwritten offering), during the seven days prior to, and during the 90-day period (or such lesser period as the lead or managing underwriters may require) beginning on the effective date of the registration statement for such underwritten offering (or, in the case of an offering pursuant to an effective shelf registration statement pursuant to Rule 415, the pricing date for such underwritten offering).

2.5 Registration Procedures. Whenever any Holder has requested that any Registrable Securities be registered pursuant to this Agreement, the Company will use its reasonable best efforts to effect the registration and the sale of such Registrable Securities in accordance with the intended method of disposition thereof as promptly as is practicable, and pursuant thereto the Company will as expeditiously as possible:

(i) prepare and file with the SEC, pursuant to Section 2.1.1(a) with respect to any Demand Registration, a registration statement on any appropriate form under the Securities Act with respect to such Registrable Securities and use its reasonable best efforts to cause such registration statement to become effective, *provided* that as far in advance as practicable before filing such registration statement or any amendment thereto, the Company will furnish to the selling Holders copies of reasonably complete drafts of all such documents prepared to be filed (including exhibits), and any such Holder shall have the opportunity to object to any information contained therein and the Company will make corrections reasonably requested by such Holder with respect to such information prior to filing any such registration statement or amendment;

(ii) except in the case of a Shelf Registration, prepare and file with the SEC such amendments, post-effective amendments, and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective for a period of not less than one hundred eighty (180) days (or such lesser period as is necessary for the underwriters in an underwritten offering to sell unsold allotments) and comply with the provisions of the Securities Act with respect to the disposition of all securities covered by such registration statement during such period in accordance with the intended methods of disposition by the sellers thereof set forth in such registration statement;

(iii) in the case of a Shelf Registration, prepare and file with the SEC such amendments and supplements to such registration statement and the prospectus used in connection therewith as may be necessary to keep such registration statement effective (including the filing of a new registration statement upon the expiration of a prior one) and to comply with the provisions of the Securities Act with respect to the disposition of all Registrable Securities subject thereto until the date on which all the Registrable Securities subject thereto have been sold pursuant to such registration statement;

(iv) furnish to each seller of Registrable Securities and the underwriters of the securities being registered such number of copies of such registration statement, each amendment and supplement thereto, the prospectus included in such registration statement (including each preliminary prospectus), any prospectus supplement, any documents incorporated by reference therein and such other documents as such seller or underwriters may reasonably request in order to facilitate the disposition of the Registrable Securities owned by such seller or the sale of such securities by such underwriters (it being understood that, subject to Section 2.6 and the requirements of the Securities Act and applicable state securities laws, the Company consents to the use of the prospectus and any amendment or supplement thereto by each seller and the underwriters in connection with the offering and sale of the Registrable Securities covered by the registration statement of which such prospectus, amendment or supplement is a part);

(v) use its reasonable best efforts to register or qualify such Registrable Securities under such other securities or "blue sky" laws of such jurisdictions as the managing underwriter reasonably requests (or, in the event the registration statement does not relate to an underwritten offering, as the holders of a majority of such Registrable Securities may reasonably request); use its reasonable best efforts to keep each such registration or qualification (or exemption therefrom) effective during the period in which such registration statement is required to be kept effective; and do any and all other acts and things which may be reasonably necessary or advisable to enable each seller to consummate the disposition of the Registrable Securities owned by such seller in such jurisdictions (*provided*, *however*, that the Company will not be required to (A) qualify generally to do business in any jurisdiction where it would not otherwise be required to qualify but for this subparagraph or (B) consent to general service of process in any such jurisdiction);

(vi) promptly notify each seller and each underwriter and (if requested by any such Person) confirm such notice in writing (A) when a prospectus or any prospectus supplement or post-effective amendment has been filed and, with respect to a registration statement or any post-effective amendment, when the same has become effective, (B) of the issuance by any state securities or other regulatory authority of any order suspending the qualification or exemption from qualification of any of the Registrable Securities under state securities or "blue sky" laws or the initiation of any proceedings for that purpose, and (C) of the happening of any event which makes any statement made in a registration statement or related prospectus untrue or which requires the making of any changes in such registration statement, prospectus or documents so that they will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein not misleading, and, as promptly as practicable thereafter, prepare and file with the SEC and furnish a supplement or amendment to such prospectus so that, as thereafter deliverable to the purchasers of such Registrable Securities, such prospectus will not contain any untrue statement of a material fact or omit a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(vii) permit any selling Holder which, in such Holder's sole and exclusive judgment, might reasonably be deemed to be an underwriter or a controlling person of the Company, to participate in the preparation of such registration or comparable statement and to require the insertion therein of material, furnished to the Company in writing, which in the reasonable judgment of such Holder and its counsel should be included;

(viii) make reasonably available members of management of the Company, as selected by the Holders of a majority of the Registrable Securities included in such registration, for assistance in the selling effort relating to the Registrable Securities covered by such registration, including, but not limited to, the participation of such members of the Company's management in road show presentations;

(ix) otherwise use its reasonable best efforts to comply with all applicable rules and regulations of the SEC, including the Securities Act and the Exchange Act and the rules and regulations promulgated thereunder, and make generally available to the Company's securityholders an earnings statement satisfying the provisions of Section 11(a) of the Securities Act no later than thirty (30) days after the end of the twelve (12) month period beginning with the first day of the Company's first fiscal quarter commencing after the effective date of a registration statement, which earnings statement shall cover said twelve (12) month period, and which requirement will be deemed to be satisfied if the Company timely files complete and accurate information on Forms 10-Q, 10-K and 8-K under the Exchange Act and otherwise complies with Rule 158 under the Securities Act;

(x) if requested by the managing underwriter or any seller promptly incorporate in a prospectus supplement or post-effective amendment such information as the managing underwriter or any seller reasonably requests to be included therein, including, without limitation, with respect to the Registrable Securities being sold by such seller, the purchase price being paid therefor by the underwriters and with respect to any other terms of the underwritten offering of the Registrable Securities to be sold in such offering, and promptly make all required filings of such prospectus supplement or post-effective amendment;

(xi) as promptly as practicable after filing with the SEC of any document which is incorporated by reference into a registration statement (in the form in which it was incorporated), deliver a copy of each such document to each seller;

(xii) cooperate with the sellers and the managing underwriter to facilitate the timely preparation and delivery of certificates (which shall not bear any restrictive legends unless required under applicable law) representing securities sold under any registration statement, and enable such securities to be in such denominations and registered in such names as the managing underwriter or such sellers may request and keep available and make available to the Company's transfer agent prior to the effectiveness of such registration statement a supply of such certificates;

(xiii) promptly make available for inspection by any seller, any underwriter participating in any disposition pursuant to any registration statement, and any attorney, accountant or other agent or representative retained by any such seller or underwriter (collectively, the "Inspectors"), all financial and other records, pertinent corporate documents and properties of the Company (collectively, the "Records"), as shall be reasonably necessary to enable them to exercise their due diligence responsibility, and cause the Company's officers, directors and employees to supply all information requested by any such Inspector in connection with such registration statement; *provided*, *however*, that, unless the disclosure of such Records is necessary to avoid or correct a misstatement or omission in the registration statement or the release of such Records is ordered pursuant to a subpoena or other order from a court of competent jurisdiction, the Company shall not be required to provide any information under this subparagraph (xiii) if either (1) the Company has requested and been granted from the SEC confidential treatment of such information contained in any filing with the SEC or documents provided supplementally or otherwise or (2) the Company reasonably determines in good faith that such Records are otherwise confidential and so notifies the Inspectors in writing, unless prior to furnishing any such information such Holder of Registrable Securities requesting such information agrees to enter into a confidentiality agreement in customary form and subject to customary exceptions; and *provided*, *further*, that each Holder of Registrable Securities agrees that it will, upon learning that disclosure of such Records is sought in a court of competent jurisdiction, give notice to the Company and allow the Company, at its expense, to undertake appropriate action and to prevent disclosure of the Records deemed confidential;

(xiv) furnish to each seller and underwriter a signed counterpart of (A) an opinion or opinions of counsel to the Company, and (B) a comfort letter or comfort letters from the Company's independent public accountants, each in customary form and covering such matters of the type customarily covered by opinions or comfort letters, as the case may be, as the sellers or managing underwriter reasonably requests;

(xv) cause the Registrable Securities included in any registration statement to be (A) listed on each securities exchange, if any, on which similar securities issued by the Company are then listed or (B) quoted on any inter-dealer quotation system if similar securities issued by the Company are quoted thereon, and, in each case, to be registered under the Exchange Act;

(xvi) provide a transfer agent and registrar for all Registrable Securities registered hereunder;

(xvii) cooperate with each seller and each underwriter participating in the disposition of such Registrable Securities and their respective counsel in connection with any filings required to be made with FINRA;

(xviii) during the period when the prospectus is required to be delivered under the Securities Act, promptly file all documents required to be filed with the SEC pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act;

(xix) notify each seller of Registrable Securities promptly of any request by the SEC for the amending or supplementing of such registration statement or prospectus or for additional information;

(xx) enter into such agreements (including underwriting agreements in the managing underwriter's customary form) as are customary in connection with an underwritten registration, with any representations, warranties and other agreements contained therein for the benefit of the underwriters also being for the benefit of the sellers of Registrable Securities;

(xxi) provide such information and cooperation in connection with any distribution, listing or trading of any securities of a wholly owned, direct or indirect Subsidiary of GE in connection with and subject to the requirements applicable to a Permitted Spin Transaction (as defined in the Newco LLC Operating Agreement) to the same extent that would be required for the direct registration of Registrable Securities; and

(xxii) advise each seller of such Registrable Securities, promptly after it shall receive notice or obtain knowledge thereof, of the issuance of any stop order by the SEC suspending the effectiveness of such registration statement or the initiation or threatening of any proceeding for such purpose and promptly use its reasonable best efforts to prevent the issuance of any stop order or to obtain its withdrawal at the earliest possible moment if such stop order should be issued.

2.6 Suspension of Dispositions. Each Holder agrees by acquisition of any Registrable Securities that, upon receipt of any notice (a "Suspension Notice") from the Company of the happening of any event of the kind described in Section 2.5(vi)(C), such Holder will forthwith discontinue disposition of Registrable Securities until such Holder's receipt of the copies of the supplemented or amended prospectus, or until it is advised in writing (the "Advice") by the Company that the use of the prospectus may be resumed, and has received copies of any additional or supplemental filings which are incorporated by reference in the prospectus, and, if so directed by the Company, such Holder will deliver to the Company all copies, other than permanent file copies then in such Holder's possession, of the prospectus covering such Registrable Securities current at the time of receipt of such notice. In the event the Company shall give any such notice, the time period regarding the effectiveness of registration statements set forth in Sections 2.5(ii) and 2.5(iii) hereof shall be extended by the number of days during the period from and including the date of the giving of the Suspension Notice to and including the date when each seller of Registrable Securities covered by such registration statement shall have received the copies of the supplemented or amended prospectus or the Advice. The Company shall use its reasonable best efforts and take such actions as are reasonably necessary to render the Advice as promptly as practicable.

2.7 Registration Expenses. All reasonable, out-of-pocket fees and expenses incident to any registration hereunder, including, without limitation, the Company's performance of or compliance with this Article 2, all registration and filing fees, all fees and expenses associated with filings required to be made with the Financial Industry Regulatory Authority ("FINRA") (including, if applicable, the reasonable fees and expenses of any "qualified independent underwriter" as such term is defined in FINRA Rule 2720, and of its counsel), as may be required by the rules and regulations of FINRA, fees and expenses of compliance with securities or "blue sky" laws (including reasonable fees and disbursements of counsel in connection with "blue sky" qualifications of the Registrable Securities), rating agency fees, printing expenses (including expenses of printing certificates for the Registrable Securities in a form eligible for deposit with the Depository Trust Company and of printing prospectuses), messenger and delivery expenses, the fees and expenses incurred in connection with any listing or quotation of the Registrable Securities, fees and expenses of counsel for the Company and its independent certified public accountants (including the expenses of any special audit or "cold comfort" letters required by or incident to such performance), the fees and expenses of any special experts retained by the Company in connection with such registration, and the fees and expenses of other persons retained by the Company, will be borne by the Company (unless paid by a security holder that is not a Holder for whose account the registration is being effected) whether or not any registration statement becomes effective; *provided*, *however*, that any underwriting discounts, commissions, or fees attributable to the sale of the Registrable Securities will be borne by the Holders pro rata on the basis of the number of shares so registered and the fees and expenses of any counsel, accountants, or other persons retained or employed by any Holder will be borne by such Holder.

2.8 Indemnification.

2.8.1 The Company agrees to indemnify and reimburse, to the fullest extent permitted by law, each seller of Registrable Securities, and each of its employees, advisors, agents, representatives, partners, officers, and directors and each Person who controls such seller (within the meaning of the Securities Act or the Exchange Act) and any agent or investment advisor thereof (collectively, the "Seller Affiliates") (A) against any and all losses, claims, damages, liabilities, and expenses, joint or several (including, without limitation, attorneys' fees and disbursements except as limited by Section 2.8.3) based upon, arising out of, related to or resulting from any untrue or alleged untrue statement of a material fact contained in any registration statement, prospectus, or preliminary prospectus or any amendment thereof or supplement thereto, or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, (B) against any and all loss, liability, claim, damage, and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation or investigation or proceeding by any governmental agency or body, commenced or threatened, or of any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, and (C) against any and all costs and expenses (including reasonable fees and disbursements of counsel) as may be reasonably incurred in investigating, preparing, or defending against any litigation, or investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon, arising out of, related to or resulting from any such untrue statement or omission or alleged untrue statement or omission, or such violation of the Securities Act or Exchange Act, to the extent that any such expense or cost is not paid under subparagraph (A) or (B) above; except insofar as any such statements are made in reliance upon and in strict conformity with information furnished in writing to the Company by such seller or any Seller Affiliate for use therein. The reimbursements required by this Section 2.8.1 will be made by periodic payments during the course of the investigation or defense, as and when bills are received or expenses incurred.

2.8.2 In connection with any registration statement in which a seller of Registrable Securities is participating, each such seller will furnish to the Company in writing such information and affidavits as the Company reasonably requests for use in connection with any such registration statement or prospectus and, to the fullest extent permitted by law, each such seller will indemnify the Company and each of its employees, advisors, agents, representatives, partners, officers and directors and each Person who controls the Company (within the meaning of the Securities Act or the Exchange Act) and any agent or investment advisor thereof against any and all losses, claims, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements except as limited by Section 2.8.3) resulting from any untrue statement or alleged untrue statement of a material fact contained in the registration statement, prospectus, or any preliminary prospectus or any amendment thereof or supplement thereto or any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein not misleading, but only to the extent that such untrue statement or alleged untrue statement or omission or alleged omission is contained in any information or affidavit so furnished in writing to the Company by such seller or any of its Seller Affiliates specifically for inclusion in the registration statement; *provided* that the obligation to indemnify will be several, not joint and several, among such sellers of Registrable Securities, and the liability of each such seller of Registrable Securities will be in proportion to, and will be limited to, the net amount received by such seller from the sale of Registrable Securities pursuant to such registration statement; *provided*, *however*, that such seller of Registrable Securities shall not be liable in any such case to the extent that prior to the filing of any such registration statement or prospectus or amendment thereof or supplement thereto, such seller has furnished in writing to the Company information expressly for use in such registration statement or prospectus or any amendment thereof or supplement thereto which corrected or made not misleading information previously furnished to the Company.

2.8.3 Any Person entitled to indemnification hereunder will (A) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification (*provided* that the failure to give such notice shall not limit the rights of such Person) and (B) unless in such indemnified party's reasonable judgment a conflict of interest between such indemnified and indemnifying parties may exist with respect to such claim, permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; *provided*, *however*, that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (X) the indemnifying party has agreed to pay such fees or expenses, or (Y) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person. If such defense is not assumed by the indemnifying party as permitted hereunder, the indemnifying party will not be subject to any liability for any settlement made by the indemnified party without its consent (but such consent will not be unreasonably withheld). If such defense is assumed by the indemnifying party pursuant to the provisions hereof, such indemnifying party shall not settle or otherwise compromise the applicable claim unless (1) such settlement or compromise contains a full and unconditional release of the indemnified party or (2) the indemnified party otherwise consents in writing. An indemnifying party who is not entitled to, or elects not to, assume the defense of a claim will not be obligated to pay the fees and expenses of more than one counsel for all parties indemnified by such indemnifying party with respect to such claim, unless in the reasonable judgment of any indemnified party, a conflict of interest may exist between such indemnified party and any other of such indemnified parties with respect to such claim, in which event the indemnifying party shall be obligated to pay the reasonable fees and disbursements of such additional counsel or counsels.

2.8.4 Each party hereto agrees that, if for any reason the indemnification provisions contemplated by Section 2.8.1 or Section 2.8.2 are unavailable to or insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to therein, then each indemnifying party shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, liabilities, or expenses (or actions in respect thereof) in such proportion as is appropriate to reflect the relative fault of the indemnifying party and the indemnified party in connection with the actions which resulted in the losses, claims, damages, liabilities or expenses as well as any other relevant equitable considerations. The relative fault of such indemnifying party and indemnified party shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by such indemnifying party or indemnified party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 2.8.4 were determined by pro rata allocation (even if the Holders or any underwriters or all of them were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 2.8.4. The amount paid or payable by an indemnified party as a result of the losses, claims, damages, liabilities, or expenses (or actions in respect thereof) referred to above shall be deemed to include any legal or other fees or expenses reasonably incurred by such indemnified party in connection with investigating or, except as provided in Section 2.8.3, defending any such action or claim.

Notwithstanding the provisions of this Section 2.8.4, no Holder shall be required to contribute an amount greater than the dollar amount by which the net proceeds received by such Holder with respect to the sale of any Registrable Securities exceeds the amount of damages which such Holder has otherwise been required to pay by reason of any and all untrue or alleged untrue statements of material fact or omissions or alleged omissions of material fact made in any registration statement, prospectus or preliminary prospectus or any amendment thereof or supplement thereto related to such sale of Registrable Securities. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Holders' obligations in this Section 2.8.4 to contribute shall be several in proportion to the amount of Registrable Securities registered by them and not joint.

If indemnification is available under this Section 2.8, the indemnifying parties shall indemnify each indemnified party to the full extent provided in Section 2.8.1 and Section 2.8.2 without regard to the relative fault of said indemnifying party or indemnified party or any other equitable consideration provided for in this Section 2.8.4 subject, in the case of the Holders, to the limited dollar amounts set forth in Section 2.8.2.

2.8.5 The indemnification and contribution provided for under this Agreement will remain in full force and effect regardless of any investigation made by or on behalf of the indemnified party or any officer, director, or controlling Person of such indemnified party and will survive the transfer of securities.

2.9 Transfer of Registration Rights. The rights of each Holder under this Agreement may be assigned to any direct or indirect transferee of a Holder permitted under the Stockholders Agreement who agrees in writing to be subject to and bound by all the terms and conditions of this Agreement.

2.10 Rule 144. The Company will file the reports required to be filed by it under the Securities Act and the Exchange Act and the rules and regulations adopted by the SEC thereunder (or, if the Company is not required to file such reports, will, upon the request of the Holders, make publicly available other information) and will take such further action as the Holders may reasonably request, all to the extent required from time to time to enable the Holders to sell Class A Common Stock without registration under the Securities Act within the limitation of the exemptions provided by (i) Rule 144 under the Securities Act, as such rule may be amended from time to time or (ii) any similar rule or regulation hereafter adopted by the SEC. Upon the reasonable request of any Holder, the Company will deliver to such parties a written statement as to whether it has complied with such requirements and will, at its expense, forthwith upon the request of any such Holder, deliver to such Holder a certificate, signed by the Company's principal financial officer, stating (a) the Company's name, address and telephone number (including area code), (b) the Company's Internal Revenue Service identification number, (c) the Company's SEC file number, (d) the number of shares of each class of capital stock outstanding as shown by the most recent report or statement published by the Company, and (e) whether the Company has filed the reports required to be filed under the Exchange Act for a period of at least ninety (90) days prior to the date of such certificate and in addition has filed the most recent annual report required to be filed thereunder.

2.11 Preservation of Rights. The Company will not (i) grant any registration rights to third parties which are more favorable than or inconsistent with the rights granted hereunder or (ii) enter into any agreement, take any action, or permit any change to occur, with respect to its securities that violates or subordinates the rights expressly granted to the Holders in this Agreement.

2.12 Stockholders Agreement. Notwithstanding anything else herein to the contrary, nothing in this Agreement shall be construed to permit a Transfer (as defined in the Stockholders Agreement) by any Holder of Registrable Securities that is prohibited by the terms of the Stockholders Agreement.

ARTICLE 3
TERMINATION

3.1 Termination. The Holders may exercise the registration rights granted hereunder in such manner and proportions as they shall agree among themselves. The registration rights hereunder shall cease to apply to any particular Registrable Security when: (a) a registration statement with respect to the sale of such Registrable Security shall have become effective under the Securities Act and such Registrable Security shall have been disposed of in accordance with such registration statement; (b) such Registrable Security shall have been sold to the public pursuant to Rule 144 under the Securities Act (or any successor provision); (c) such Registrable Security shall have been otherwise transferred, new certificates for them not bearing a legend restricting further transfer shall have been delivered by the Company and subsequent public distribution of them shall not require registration or qualification of them under the Securities Act or any similar state law then in force; (d) such Registrable Security shall have ceased to be outstanding, (e) in the case of Registrable Securities held by a Holder that is not GE or any Affiliate thereof, such Holder holds less than five percent (5%) of the then outstanding Registrable Securities and such Registrable Securities are eligible for sale pursuant to Rule 144 under the Securities Act (or any successor provision) without restriction or (f) in the case of Registrable Securities held by GE or any Affiliate thereof, such Holder holds less than three percent (3%) of the then outstanding Registrable Securities and such Registrable Securities are eligible for sale pursuant to Rule 144 under the Securities Act (or any successor provision) without restriction. The Company shall promptly upon the request of any Holder furnish to such Holder evidence of the number of Registrable Securities then outstanding.

ARTICLE 4
MISCELLANEOUS

4.1 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests, demands and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

(a) if to Newco or the Company, to:

Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
E-mail: will.marsh@bhge.com

(b) if to GE, to:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
E-mail: jim.waterbury@ge.com

If to any other Holder, the address indicated for such Holder in the Company's stock transfer records with copies, so long as GE owns any Registrable Securities, to GE as provided above.

Failure to mail a notice or communication to a Holder or any defect in it shall not affect its sufficiency with respect to other Holders. If a notice or communication is mailed in the manner provided above, it is duly given, whether or not the addressee receives it.

4.2 Authority. Each of the parties hereto represents to the other that (i) it has the corporate power and authority to execute, deliver and perform this Agreement, (ii) the execution, delivery and performance of this Agreement by it has been duly authorized by all necessary corporate action and no such further action is required, (iii) it has duly and validly executed and delivered this Agreement, and (iv) this Agreement is a legal, valid and binding obligation, enforceable against it in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and general equity principles.

4.3 Governing Law; Jurisdiction; Specific Performance.

4.3.1 THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

4.3.2 Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware (the "Chancery Court") or, if, but only if, the Chancery Court lacks subject matter jurisdiction, any federal court located in the State of Delaware with respect to any dispute arising out of, relating to or in connection with this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action arising out of, relating to or in connection with this Agreement in any court other than the courts of the State of Delaware, as described above, and (iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement. Nothing in this Section 4.3 shall prevent any party from bringing an action or proceeding in any jurisdiction to enforce any judgment of the Chancery Court or any federal court located in the State of Delaware, as applicable. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 4.1 shall be effective service of process for any suit or proceeding in connection with this Agreement.

4.3.3 The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

4.4 Successors and Assigns. Except as otherwise expressly provided herein, this Agreement shall be binding upon and benefit the Company, each Holder, and their respective successors and assigns.

4.5 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law (as defined in the Transaction Agreement), then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

4.6 Remedies. Any dispute, controversy or claim arising out of, or relating to, the transactions contemplated by this Agreement, or the validity, interpretation, breach or termination of any provision of this Agreement shall be resolved in accordance with Article 10 of the Transaction Agreement.

4.7 Waivers. Any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived at any time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of or estoppel with respect to, any subsequent or other failure.

4.8 Amendment. This Agreement may not be amended or modified in any respect except by a written agreement signed by the Company, GE (so long as GE owns any Registrable Securities) and the Holders of a majority of the then outstanding Registrable Securities.

4.9 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

[*The remainder of this page has been intentionally left blank; the next page is the signature page.*]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to the Registration Rights Agreement*]

Exhibit 10.3

EXECUTION VERSION

EXCHANGE AGREEMENT

dated as of

July 3, 2017

between

GENERAL ELECTRIC COMPANY,

BAKER HUGHES, A GE COMPANY,

and

BAKER HUGHES, A GE COMPANY, LLC

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EXCHANGE AGREEMENT

EXCHANGE AGREEMENT (this "Agreement"), dated as of July 3, 2017, by and among Baker Hughes, a GE company, LLC, a Delaware limited liability company (the "Company"), Baker Hughes, a GE company, a Delaware corporation (formerly known as Bear Newco, Inc.) ("Newco"), and General Electric Company, a New York corporation ("GE").

W I T N E S S E T H:

WHEREAS, the parties hereto desire to provide for the exchange of Common Units together with shares of Class B Common Stock for shares of Class A Common Stock (as defined below), in each case, on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

DEFINITIONS AND USAGE

Section 1.01. Definitions.

(a) The following terms shall have the following meanings for the purposes of this Agreement:

"beneficially own" means, with respect to Class A Common Stock, having "beneficial ownership" of such stock for purposes of Rule 13d-3 or 13d-5 promulgated under the Exchange Act, without giving effect to the limiting phrase "within sixty days" set forth in Rule 13d-3(1)(i).

"BHI" means Baker Hughes Incorporated, a Delaware corporation.

"Board" means the board of directors of Newco.

"Business Day" means a day other than Saturday, Sunday or a day on which banks located in New York, New York are authorized or required by applicable Law to close.

"Cash Exchange Payment" means an amount in cash equal to the product of (i) the number of shares of Class A Common Stock into which the surrendered Paired Interests are exchangeable and (ii) the VWAP of the Class A Common Stock for the five consecutive full Trading Days immediately prior to the date of delivery of the relevant Notice of Exchange.

"Class A Common Stock" means the Class A common stock, $0.0001 par value per share, of Newco.

"Class B Common Stock" means the Class B common stock, $0.0001 par value per share, of Newco.

"Code" means the United States Internal Revenue Code of 1986.

"Common Unit" has the meaning assigned to it in the LLC Agreement.

"Conflicts Committee" has the meaning assigned to it in the Stockholder's Agreement.

"Deliverable Common Stock" means Class A Common Stock to be delivered pursuant to an Election Notice in an Exchange.

"Exchange Act" means the Securities Exchange Act of 1934.

"Exchange Date" means the last day on which an Election Notice may be delivered by the Company, or such later date as (x) may be set forth in the applicable Notice of Exchange, (y) required to permit the Election Response Period to occur, as permitted under Section 2.02(c) or (z) required by Section 2.01(c), in which case the "Exchange Date" means either (i) the later date specified in such Notice of Exchange, (ii) the later date upon which the contingencies described in such Notice of Exchange are satisfied, (iii) the date on which the Election Response Period ends or (iv) the date on which the requirements described in Section 2.01(c) are satisfied, as applicable.

"Exchange Rate" means the number of shares of Class A Common Stock for which one Paired Interest is entitled to be Exchanged under this Agreement. On the date of this Agreement, the Exchange Rate is one (1), subject to adjustment pursuant to Section 2.03.

"Exchanging Holder" means a Holder effecting an Exchange pursuant to this Agreement.

"Governmental Entity" means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

"Holder" means GE or any other Person that holds a Paired Interest in accordance with the terms of this Agreement.

"Law" means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

"LLC Agreement" means that certain Amended and Restated Limited Liability Company Agreement of the Company, dated as of the date hereof, among the Company and its members, as amended from time to time.

"Managing Member" has the meaning assigned to it in the LLC Agreement.

"Newco Group" means Newco and its Subsidiaries (x) excluding for any Post-Closing Period any entity that is a member of the Newco LLC Group (as defined in the Tax Matters Agreement) and (y) including for any Pre-Closing Period, BHI and its Subsidiaries (for the avoidance of doubt, whether or not BHI and its Subsidiaries are Subsidiaries of Newco).

"Newco Group Members" means EHHC NewCo, LLC, CFC Holdings, LLC and any other Member of the Company that is included, as of the relevant time, in the Newco Group.

"Paired Interest" means one Common Unit together with one share of Class B Common Stock, subject to adjustment pursuant to Section 2.03. For purposes of the Agreement, unless and until another GE Group Member (as defined in the LLC Agreement) becomes a Holder in accordance with this Agreement, GE shall be treated as the Holder of any Paired Interest consisting of one Common Unit held by any GE Group Member and one share of Class B Common Stock held directly by GE.

"Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the date hereof, between GE and Newco.

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933.

"Sharing Amount" has the meaning assigned to it in the Tax Matters Agreement.

"Sharing Payment" has the meaning assigned to it in the LLC Agreement.

"Stockholders Agreement" means that certain Stockholders Agreement of Newco, dated as of the date hereof, between GE and Newco.

"Tax Matters Agreement" means that certain Tax Matters Agreement, dated as of the date hereof, among the Company, Newco, EHHC NewCo, LLC, and GE.

"Trading Day" means any Business Day on which the Class A Common Stock is traded, or able to be traded, on the principal national securities exchange on which the Class A Common Stock is listed or admitted to trading.

"Transaction Agreement" means that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, BHI, Newco and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by that certain Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Newco, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time).

"Units" has the meaning assigned to it in the LLC Agreement.

"Unpaid BHI Sharing Amount" has the meaning assigned to it in the Tax Matters Agreement.

"VWAP" means, for any specified period, with respect to a share of Class A Common Stock, a price per share equal to the volume-weighted average of the trading prices of such stock, as reported by Bloomberg L.P., or its successor, for such period (without regard to pre-open or after hours trading outside of any regular trading session during such period) on the principal U.S. securities exchange or automated or electronic quotation system on which the Class A Common Stock trades, subject to appropriate and equitable adjustment for any stock splits, reverse splits, stock dividends or similar events affecting the Class A Common Stock.

(b) Capitalized terms used but not defined herein shall have the meaning ascribed thereto in the LLC Agreement.

(c) Each of the following terms is defined in the Section set forth opposite such term:

Term	Section
Agreement	Preamble
Cash Balances	Section 2.01(c)
Chancery Court	Section 4.05
Company	Preamble
Election Notice	Section 2.02(b)
Election Response Period	Section 2.02(c)(ii)
Exchange	Section 2.01
Exchange Agent	Section 2.02(a)
Holder	Preamble
Maximum Cash Amount	Section 2.01(c)
Newco Change of Control Transaction	Section 2.04
Notice of Exchange	Section 2.02(a)
Permitted Transferee	Section 4.01
Newco	Preamble

Section 1.02. Other Definitional and Interpretative Provisions. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict. References to agreements or other documents shall be deemed to refer to such agreement or other document as amended, restated, supplemented and/or otherwise modified from time to time. References to any Law or statute shall be deemed to refer to such Law or statute, together with the rules and regulations promulgated thereunder, in each case as may be amended from time to time and any successor thereto.

ARTICLE II

EXCHANGE

Section 2.01. Exchange of Paired Interests.

(a) Subject to any restrictions set forth in the Stockholders Agreement and Section 2.02(h), a Holder shall be entitled at any time and from time to time upon the terms and subject to the conditions hereof, to surrender Paired Interests to the Company, in exchange (such exchange, an "Exchange") for the delivery by the Company to such Holder of either (i) a number of shares of Class A Common Stock that is equal to the product of the number of Paired Interests surrendered multiplied by the Exchange Rate or (ii) at the option of Newco, or the Company on behalf of Newco, to be exercised pursuant to Section 2.02(b), a Cash Exchange Payment.

(b) Notwithstanding anything herein to the contrary, in no event shall a Holder be entitled to effect an Exchange if and to the extent that, after the effectiveness of the Exchange and after giving effect to any disposition of Class A Common Stock that occurs immediately after such Exchange, GE and its Subsidiaries collectively would beneficially own more than 50% of the outstanding shares of Class A Common Stock at such time.

(c) Notwithstanding anything herein to the contrary, in no event shall a Holder be entitled to effect an Exchange (1) if as of the date of the applicable Notice of Exchange, the aggregate cash balances of the Newco Group (the "Cash Balances") exceed $10,000,000 (the "Maximum Cash Amount"); provided that, in the event that such Cash Balances exceed the Maximum Cash Amount (i) Newco shall have 30 days after delivery of such Notice of Exchange to (v) contribute such excess cash to Newco LLC in exchange for additional Common Units, pursuant to the procedure set forth in Section 3.04(b) of the LLC Agreement, (w) make one or more distributions on Class A Common Stock, (x) repurchase shares of Class A Common Stock, (y) receive a determination from the Conflicts Committee that such Cash Balances in excess of the Maximum Cash Amount are reasonably necessary for Newco Group operations, in which case they shall be disregarded for purposes of this Section 2.01(c), or (z) any combination thereof such that the Cash Balances are equal to or less than the Maximum Cash Amount, and (ii) upon the expiration of such 30-day period, such Holder or Holders shall be entitled to effect the Exchange set forth in such Notice of Exchange (for the avoidance of doubt, subject to any revocation pursuant to Section 2.02(c)(ii));

provided, however, that, if as of the expiration of such 30-day period, the Cash Balances continue to exceed the Maximum Cash Amount, Newco shall declare a distribution in an amount no less than such excess on the Exchange Date to holders of record of Class A Common Stock immediately prior to the effective time of the Exchange (as determined pursuant to Section 2.02(d)), (2) if as of the date of the applicable Notice of Exchange, there is an Unpaid BHI Sharing Amount, or Sharing Amount or Sharing Payment, as applicable, due to a Newco Group Member; provided that such Exchange shall be permitted to occur on or after the end of the five (5) Business Day period specified in Section 3.04(c) of the LLC Agreement and the Newco Group Member shall be deemed to contribute such Unpaid BHI Sharing Amount, or Sharing Amount or Sharing Payment, as applicable, due to a Newco Group Member to Newco LLC as payment for Common Units in accordance with Section 3.04(c) of the LLC Agreement immediately prior to the effective time of the Exchange, or (3) during the period from and including the first day of a taxable year to and including the Determination Date with respect to the prior taxable year if such Exchange, together with any other Exchanges by the Holder (or any Affiliate of the Holder) during this period would result in the Exchange of 3% or more of the total outstanding Common Units of Newco LLC during this period; provided that such an Exchange shall be permitted to occur on or after the end of the five (5) Business Day period specified in Section 3.04(c) of the LLC Agreement and (A) promptly following the delivery of the Notice of Exchange, GE and Newco shall act reasonably and in good faith to mutually determine the amount of any Sharing Amount that may be due with respect to the prior Taxable Year, as accurately as possible and taking into account any estimated amounts previously provided pursuant to Section 5.03(a) and Section 5.03(b) of the Tax Matters Agreement; provided, however, that (I) if GE and Newco cannot agree on the Sharing Amount within ten (10) days, any disputes shall be resolved in a manner consistent with the principles of Section 8.05(b) of the Tax Matters Agreement within thirty (30) days, and (II) upon resolution, such determined Sharing Amount shall be final for purposes of this Agreement and the Tax Matters Agreement, and (B) if the determination pursuant to clause (A) results in a Sharing Amount due to a Newco Group Member, then such Sharing Amount shall be deemed contributed by such Newco Group Member in accordance with the procedures set forth in Section 2.01(c)(2).

Section 2.02. Exchange Procedures; Notices and Revocations.

(a) A Holder may exercise the right to effect an Exchange as set forth in Section 2.01 by delivering a written notice of exchange in respect of the Paired Interest to be Exchanged substantially in the form of Exhibit A hereto (the "Notice of Exchange"), duly executed by such Exchanging Holder or such Exchanging Holder's duly authorized attorney, to the Company at the address set forth in Section 4.03 during normal business hours, or if any agent for the Exchange is duly appointed and acting (the "Exchange Agent"), to the office of the Exchange Agent during normal business hours. If Common Units and/or the Class B Common Stock are then represented by certificates, certificate(s) representing at least the number of Common Units and/or Class B Common Stock being exchanged, with instrument(s) of transfer reasonably acceptable to the Company and executed in blank, shall be delivered by such Exchanging Holder to the Company at the address set forth in Section 4.03 during normal business hours or to the offices of the Exchange Agent during normal business hours. If such certificates have been lost, such Exchanging Holder may deliver, in lieu of such certificate(s), an affidavit of lost certificates. Newco shall take such actions as may be required, including, if applicable, the issuance and sale of shares of Class A Common Stock to the Company for the delivery by the Company to such Exchanging Holder of a number of shares of Class A Common Stock that is equal to the product of the number of Paired Interests surrendered multiplied by the Exchange Rate, to ensure the performance by the Company of its obligations under this Article II.

(b) Upon receipt of a Notice of Exchange, Newco or the Company on behalf of Newco may deliver a notice ("Election Notice") within three (3) Business Days after receipt by Newco and the Company of such Notice of Exchange, in which Newco, or the Company on behalf of Newco, may elect for a Cash Exchange Payment to be provided in an elective Exchange pursuant to Section 2.01. Subject to Section 2.01(b) and 2.01(c), if no Election Notice is given within such three (3) Business Day period, Newco, or the Company on behalf of Newco, shall be deemed not to have made an election for a Cash Exchange Payment to be provided in the applicable Exchange and shall be required to deliver Class A Common Stock.

(c) Contingent Notice of Exchange and Revocation by a Holder.

(i) A Notice of Exchange may specify that the Exchange is to be (x) contingent (including as to the timing) upon the consummation of a purchase by another Person (whether in a tender or exchange offer, an underwritten offering or otherwise) of shares of any Deliverable Common Stock into which the Paired Interests are exchangeable, or contingent (including as to timing) upon the closing of an announced merger, consolidation or other transaction or event in which any Deliverable Common Stock would be exchanged or converted or become exchangeable for or convertible into cash or other securities or property and/or (y) effective upon a specified future date.

(ii) Notwithstanding anything herein to the contrary, a Notice of Exchange may be withdrawn or amended, in whole or in part, prior to the effectiveness of the Exchange (including following the delivery of an Election Notice), at any time prior to 5:00 p.m. New York City time, on the Business Day immediately preceding the Exchange Date (or if later, at any time within 24 hours of the delivery of an Election Notice (the "Election Response Period")) by delivery of a written notice of withdrawal to Newco and the Company or the Exchange Agent, specifying (1) the number of withdrawn Paired Interests, (2) if any, the number of Paired Interests as to which the Notice of Exchange remains in effect and (3) if such Holder so determines, a new Exchange Date or any other new or revised information permitted in the Notice of Exchange (which new Exchange Date shall not be earlier than the date that is three (3) Business Days after the date such notice of withdrawal is received by Newco and the Company).

(d) Each Exchange shall be deemed to be effective immediately prior to the close of business on the Exchange Date, and the Exchanging Holder (or other Person(s) whose name or names in which any Deliverable Common Stock is to be issued) shall be deemed to be a holder of any Deliverable Common Stock from and after the effectiveness of the Exchange. As promptly as practicable on or after the Exchange Date, the Company shall deliver or cause to be delivered to the Exchanging Holder (or other Person(s) whose name or names in which any Deliverable Common Stock is to be issued) the Cash Exchange Payment, or if applicable, the number of shares of any Deliverable Common Stock deliverable upon such Exchange, registered in the name of Exchanging Holder (or other Person(s) whose name or names in which any Deliverable Common Stock is to be issued).

(e) The shares of any Deliverable Common Stock issued upon an Exchange, other than any such shares issued in an Exchange registered under the Securities Act, shall bear a legend in substantially the following form:

THESE SECURITIES HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES LAWS OF ANY OTHER JURISDICTION, AND MAY NOT BE SOLD OR TRANSFERRED OTHER THAN IN ACCORDANCE WITH THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT OF 1933, AS AMENDED (OR OTHER APPLICABLE LAW), OR AN EXEMPTION THEREFROM.

(f) If (i) any shares of Deliverable Common Stock may be sold pursuant to a registration statement that has been declared effective by the SEC, (ii) all of the applicable conditions of Rule 144 are met, or (iii) the legend (or a portion thereof) otherwise ceases to be applicable, Newco, upon the written request of a Holder shall promptly provide such Holder or its respective transferees, without any expense to such Persons (other than applicable transfer taxes and similar governmental charges, if any) with new certificates (or evidence of book-entry shares) for securities of like tenor not bearing the provisions of the legend with respect to which the restriction has terminated. In connection therewith, such Holder shall provide Newco with such information in its possession as Newco may reasonably request in connection with the removal of any such legend.

(g) Subject to the Registration Rights Agreement, Newco, the Company and the applicable Holder shall bear their own respective expenses in connection with the consummation of any Exchange by such Holder, whether or not any such Exchange is ultimately consummated; provided, however, that Newco will pay any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, any Exchange; provided, further, that if any shares of Deliverable Common Stock are to be delivered in a name other than that of the Exchanging Holder, then the Exchanging Holder and/or the Person in whose name such shares are to be delivered shall pay to Newco or the Company, as applicable the amount of any transfer taxes, stamp taxes or duties, or other similar taxes in connection with, or arising by reason of, such Exchange or shall establish to the reasonable satisfaction of Newco and the Company that such tax has been paid or is not payable.

(h) Notwithstanding anything to the contrary in this Article II, a Holder shall not be entitled to effect an Exchange (and, if attempted, any such Exchange shall be void *ab initio*), the Company shall have the right to refuse to honor any request to effect an Exchange, at any time or during any period, if the Company shall reasonably determine that such Exchange would be prohibited by any applicable Law, provided this subsection Section 2.02(h) shall not limit the Company's obligations under Section 2.06(c).

Section 2.03. Adjustment.

(a) The Exchange Rate shall be adjusted accordingly if there is any subdivision (by any stock or unit split, stock or unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock or unit split, reclassification, reorganization, recapitalization or otherwise) of the shares of Class B Common Stock or Common Units that is not accompanied by a substantively identical subdivision or combination of the Class A Common Stock. If there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed into another security, securities or other property, then upon any subsequent Exchange, an Exchanging Holder shall be entitled to receive the amount of such security, securities or other property that such Exchanging Holder would have received if such Exchange had occurred immediately prior to the effective date of such reclassification, reorganization, recapitalization or other similar transaction, taking into account any adjustment as a result of any subdivision (by any split, dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse split, reclassification, reorganization, recapitalization or otherwise) of such security, securities or other property that occurs after the effective time of such reclassification, reorganization, recapitalization or other similar transaction and prior to the effectiveness of the Exchange.

(b) In the event that Newco redeems or repurchases any shares of Class A Common Stock and there is no corresponding repurchase or redemption of Common Units pursuant to Section 3.11 of the LLC Agreement, the Exchange Rate shall be adjusted immediately following such repurchase (and prior to any Exchange related thereto) to equal the quotient of (x) the aggregate number of shares of Class A Common Stock outstanding immediately following such repurchase of Class A Common Stock, *divided by* (y) the aggregate number of Common Units held by the Newco Group Members.

(c) In the event that a Newco Group Member purchases additional Common Units pursuant to Section 3.04(b) of the LLC Agreement or receives additional Common Units pursuant to Section 3.04(c) of the LLC Agreement (in each case, whether or not the GE Group Members exercise their right to acquire additional Common Units to keep the proportional ownership the same as prior to the purchase of Common Units by a Newco Group Member pursuant to Section 3.04(b) or Section 3.04(c) of the LLC Agreement), the Exchange Rate shall be adjusted immediately following such purchase (and prior to any Exchange related thereto) to equal the quotient of (x) the aggregate number of shares of Class A Common Stock outstanding immediately following such purchase of additional Common Units, *divided by* (y) the aggregate number of Common Units held by the Newco Group Members immediately following such purchase of additional Common Units.

(d) For the avoidance of doubt, if there is any reclassification, reorganization, recapitalization or other similar transaction in which the Class A Common Stock is converted or changed into another security, securities or other property, Section 2.03(a), Section 2.03(b) and Section 2.03(c) shall continue to be applicable, *mutatis mutandis*, with respect to such security or other property. This Agreement shall apply to, *mutatis mutandis*, and all references to "Paired Interests" shall be deemed to include, any security, securities or other property of Newco or the Company which may be issued in respect of, in exchange for or in substitution of shares of Class B Common Stock or Common Units, as applicable, by reason of stock or unit split, reverse stock or unit split, stock or unit dividend or distribution, combination, reclassification, reorganization, recapitalization, merger, exchange (other than an Exchange) or other transaction.

(e) In the event that the number of shares of Class B Common Stock outstanding does not equal the number of Common Units held by GE Group Members as a result of a GE Group Member's purchase of additional Common Units pursuant to Section 3.04(b) or Section 3.04(c) of the LLC Agreement, a Paired Interest shall mean one Common Unit together with the number of shares of Class B Common Stock equal to the quotient of (x) the number of shares of Class B Common Stock held by GE Group Members *divided by* (y) the number of Common Units held by GE Group Members immediately following such purchase of additional Common Units.

(f) This Agreement shall apply to the Paired Interests held by a Holder and its Permitted Transferees as of the date hereof, as well as any Paired Interests hereafter acquired by a Holder and its Permitted Transferees.

Section 2.04. Tender Offers and Other Events with Respect to Newco. Subject to the restrictions set forth in the Stockholders Agreement, in the event that a tender offer, share exchange offer, issuer bid, merger, recapitalization or similar transaction with respect to Class A Common Stock (a "Newco Offer") is proposed by Newco or is proposed to Newco or its stockholders and approved by the Board or is otherwise effected or to be effected with the consent or approval of the Board, all Holders shall be permitted (and, in the case of a Newco Change of Control Transaction that occurs after (but not upon) the Trigger Date (as defined in the Stockholders Agreement), required) to participate in such Newco Offer by delivery of a Notice of Exchange (which Notice of Exchange shall, in the case of a Newco Change of Control Transaction that occurs after (but not upon) the Trigger Date, be deemed delivered to the Company without any action by such Holders, and in any case shall be effective immediately prior to the consummation of such Newco Offer (and, for the avoidance of doubt, shall be contingent upon such Newco Offer and not be effective if such Newco Offer is not consummated)). In the case of a Newco Offer proposed by Newco, Newco and any such Holder will use their respective reasonable best efforts to take all such actions and do all such things as are necessary or desirable to enable and permit each Holder to participate in such Newco Offer to the same extent or on an economically equivalent basis (taking into account the Exchange Rate at such time) as the holders of shares of Class A Common Stock without discrimination; provided, however, that without limiting the generality of this sentence (and without limiting the ability of any Holder to Exchange Paired Interests at any time pursuant to the terms of this Agreement), Newco will, other than in the case of a Newco Change of Control Transaction that occurs after (but not upon) the Trigger Date, use its reasonable best efforts to ensure that each Holder may participate in each such Newco Offer without being required to Exchange Paired Interests. For the avoidance of doubt, in no event shall a Holder be entitled to receive in such Newco Offer aggregate consideration for each Paired Interest that is greater than the consideration payable in respect of each share of Class A Common Stock in connection with a Newco Offer (it being understood that payments under or in respect of the Tax Matters Agreement shall not be considered part of any such consideration). Notwithstanding anything to the contrary contained herein, if the Company makes a Cash Exchange Payment to effect an Exchange made to participate in a Newco Offer, the Cash Exchange Payment shall equal the consideration payable in the Newco Offer for the number of shares of Class A Common Stock into which the Paired Interests are exchangeable.

A "Newco Change of Control Transaction" shall mean (a) a merger or consolidation in which (i) Newco is a constituent party or (ii) a subsidiary of Newco is a constituent party and Newco issues shares of its capital stock pursuant to such merger or consolidation, except any such merger or consolidation involving Newco or a subsidiary of Newco in which the holders of shares of capital stock of Newco outstanding immediately prior to such merger or consolidation continue to hold, or whose shares of capital stock of Newco are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, a majority, by voting power, of the capital stock of (A) the surviving or resulting corporation or other entity or (B) if the surviving or resulting corporation or other entity is a wholly-owned subsidiary of another corporation or other entity immediately following such merger or consolidation, the parent corporation or other entity of such surviving or resulting corporation or other entity, (b) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by Newco or any subsidiary of Newco of all or substantially all the assets of Newco and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of Newco if substantially all of the assets of Newco and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly-owned subsidiary of Newco or (c) the acquisition by any Person (other than GE or an Affiliate thereof) of a majority of the outstanding Equity Securities (as defined in the LLC Agreement) of Newco entitled to vote generally in the election of directors to the Board. In the event a Newco Change of Control Transaction that occurs after (but not upon) the Trigger Date and that is approved by the Board after (but not upon) the Trigger Date and, to the extent required by applicable Law or the certificate of incorporation of Newco, the holders of Newco's common stock, each Holder shall take all action reasonably necessary or appropriate to cause all Paired Interests held by such Holder to be exchanged for shares of Class A Common Stock prior to (but which exchange may be contingent on) the consummation of such Newco Change of Control Transaction.

Section 2.05. Listing of Deliverable Common Stock. Newco shall use its reasonable best efforts to cause all Class A Common Stock issued upon an Exchange to be listed on the same national securities exchange upon which the outstanding Class A Common Stock may be listed or traded at the time of such issuance.

Section 2.06. Deliverable Common Stock to be Issued; Capital Structure; Cancellation of Paired Units.

(a) Newco shall at all times reserve and keep available out of its authorized but unissued Class A Common Stock, solely for the purpose of issuance upon an Exchange, the maximum number of shares of Deliverable Common Stock as shall be deliverable upon Exchange of all then-outstanding Paired Interests and shall take such other actions as are necessary to preserve the ratio between the number of shares of Class A Common Stock and the number of Common Units owned by Newco then-outstanding so that such ratio equals the Exchange Rate; provided, however, that nothing contained herein shall be construed to preclude Newco or the Company from satisfying its obligations in respect of an Exchange by delivery of shares of Deliverable Common Stock that are held in the treasury of Newco or any of its subsidiaries or by delivery of purchased shares of Deliverable Common Stock (which may or may not be held in the treasury of Newco or any subsidiary thereof). Newco and the Company represent, warrant and covenant that all shares of Deliverable Common Stock issued upon an Exchange will, upon issuance thereof, be validly issued, fully paid and non-assessable.

(b) Newco and the Company shall take all actions necessary so that, at all times for so long as this Agreement is in effect, subject to Section 2.03, the number of Common Units outstanding equals the aggregate number of shares of Class A Common Stock and Class B Common Stock outstanding, except to the extent that any difference arises as a result of (i) repurchases or redemptions of shares of Class A Common Stock by Newco and there is no corresponding repurchase or redemption of Common Units by Newco LLC pursuant to Section 3.11 of the LLC Agreement or (ii) Newco Group Members (or Newco and GE Group Members) purchasing or receiving more Common Units pursuant to Section 3.04(b) or Section 3.04(c) of the LLC Agreement. Newco shall not in any manner effect any subdivision (by any stock split, stock dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse stock split, reclassification, reorganization, recapitalization or otherwise) of the shares of Class A Common Stock or Class B Common Stock, unless the Company simultaneously effects a subdivision or combination of the Common Units with an identical ratio. The Company shall not in any manner effect any subdivision (by any unit split, unit dividend or distribution, reclassification, reorganization, recapitalization or otherwise) or combination (by reverse unit split, reclassification, reorganization, recapitalization or otherwise) of the Common Units, unless Newco simultaneously effects a subdivision or combination of the shares of Class A Common Stock and Class B Common Stock with an identical ratio.

(c) When a Paired Interest has been Exchanged in accordance with this Agreement, (i) the share of Class B Common Stock constituting a component of such Paired Interest shall be cancelled by Newco and (ii) the Common Unit constituting a component of such Paired Interest shall be (A) deemed transferred from the Exchanging Holder to Newco and, if the Exchange was made for a Cash Exchange Payment, such Common Unit shall be redeemed (or cancelled and deemed redeemed) by the Company.

Section 2.07. Distributions. No Exchange shall impair the right of the Exchanging Holder to receive any distributions payable on the Common Units so exchanged in respect of a record date that occurs prior to the Exchange Date for such Exchange. No adjustments in respect of dividends or distributions on any Common Unit will be made on the Exchange of any Paired Interest, and if the Exchange Date with respect to a Common Unit occurs after the record date for the payment of a dividend or other distribution on Common Units but before the date of the payment, then the registered Holder of the Common Unit at the close of business on the record date will be entitled to receive the dividend or other distribution payable on the Common Unit on the payment date notwithstanding the Exchange of the Paired Interests or a default in payment of the dividend or distribution due on the Exchange Date, and, for the avoidance of doubt, no Exchanging Holder shall have the right to receive any distributions (including tax distributions) on any exchanged Common Unit with a record date that occurs from and after any Exchange Date provided, that an Exchanging Holder shall have the right to receive a distribution with respect to the exchanged Common Units immediately prior to the Exchange to the extent that the Exchanging Holder (i) did not receive its Percentage Interest of a Tax Distribution (each as defined in the LLC Agreement) with respect to such Common Units pursuant to Section 4.01(b)(ii) of the LLC Agreement and (ii) has not received any additional distributions to compensate for the shortfall in the Tax Distributions with respect to such Common Units between the applicable Tax Distribution Date (as defined in the LLC Agreement) and the Exchange Date, in an amount equal to such shortfall. For the avoidance of doubt, the Exchanging Holder shall not be entitled to receive, in respect of a single record date, distributions or dividends both on Common Units exchanged by the Exchanging Holder and on shares of Deliverable Common Stock received by the Exchanging Holder in such Exchange.

ARTICLE III

REPRESENTATIONS AND WARRANTIES

Section 3.01. Representations and Warranties of Newco and of the Company.

(a) Each of Newco and the Company represents and warrants that (i) it is a corporation or limited liability company duly incorporated or formed, as applicable, and is existing in good standing under the laws of the State of Delaware, (ii) it has all requisite corporate or limited liability company power, as applicable, and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby and, in the case of Newco, to issue the Deliverable Common Stock in accordance with the terms hereof, (iii) the execution and delivery of this Agreement by it and the consummation by it of the transactions contemplated hereby (including, in the case of Newco, the issuance of the Deliverable Common Stock) have been duly authorized by all necessary corporate or limited liability company action on its part, as applicable, and (iv) this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(b) Each of Newco and the Company represents that it does not have any contracts, other agreements, duties or obligations that are inconsistent with its duties and obligations under this Agreement and covenants that, except as expressly permitted by this Agreement, the LLC Agreement or the Stockholders Agreement, it will not enter into any contracts or other agreements or undertake or acquire any other duties or obligations that are inconsistent with such duties and obligations.

Section 3.02. Representations and Warranties of GE. GE represents and warrants that (i) it is duly incorporated and is in good standing under the laws of the State of New York, (ii) it has all requisite legal capacity and authority to enter into and perform this Agreement and to consummate the transactions contemplated hereby, (iii) the execution and delivery of this Agreement by it and the transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of GE and (iv) this Agreement constitutes a legal, valid and binding obligation of GE enforceable against it in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Additional Holders.

To the extent that a Holder validly transfers any or all of its Common Units, Class B Common Stock or Paired Interests to another Person in a transaction in accordance with, and not in contravention of, the LLC Agreement, the Stockholders Agreement or the Registration Rights Agreement, as applicable, if such transferee holds any Paired Interest as a result of the transfer, then such transferee (each, a "Permitted Transferee") shall have the right, in connection with such transaction, to execute and deliver a joinder to this Agreement, substantially in the form of Exhibit B hereto, whereupon such Permitted Transferee shall become a Holder hereunder.

Section 4.02. Further Assurances. Each party hereto agrees to execute, acknowledge, deliver, file and record such further certificates, amendments, instruments and documents, and to do all such other acts and things, as may be required by law or as, in the reasonable judgment of Newco and the Company, may be necessary or advisable to carry out the intent and purposes of this Agreement.

Section 4.03. Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

(a) if to Newco or the Company to:

Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
E-mail: will.marsh@bhge.com

(b) if to GE, to:

General Electric Company
41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Email: jim.waterbury@ge.com

Section 4.04. Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and permitted assigns.

Section 4.05. Governing Law; Jurisdiction; Specific Performance; WAIVER OF JURY TRIAL.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

(b) Each of the parties hereto irrevocably (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware (the "Chancery Court") or, if, but only if, the Chancery Court lacks subject matter jurisdiction, any federal court located in the State of Delaware with respect to any dispute arising out of, relating to or in connection with this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action arising out of, relating to or in connection with this Agreement in any court other than the courts of the State of Delaware, as described above, and (iv) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY AND ALL RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION RELATED TO OR ARISING OUT OF THIS AGREEMENT. Nothing in this Section 4.05 shall prevent any party from bringing an action or proceeding in any jurisdiction to enforce any judgment of the Chancery Court or any federal court located in the State of Delaware, as applicable. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 4.03 shall be effective service of process for any suit or proceeding in connection with this Agreement.

(c) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

Section 4.06. Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 4.07. Assignment; No Third Party Beneficiaries.

(a) This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void; provided, however, that the Agreement shall be assigned (in whole or in part, as applicable) to any Permitted Transferee to whom Common Units and shares of Class B Common Stock are transferred in accordance with the LLC Agreement and the Stockholders Agreement.

(b) Nothing in this Agreement shall be construed as giving any Person, other than the parties hereto and their heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 4.08. Expenses. Except as otherwise specifically provided herein, each party hereto shall bear its own expenses in connection with this Agreement and the transactions contemplated hereby.

Section 4.09. Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Section 4.10. Entire Agreement. This Agreement and, as applicable, the other Ancillary Agreements (as defined in the Transaction Agreement), constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any Person.

Section 4.11. Amendment. This Agreement may only be amended or modified, in whole or in part, at any time and from time to time by a written instrument signed by (i) Newco, (ii) the Company, and (iii) GE.

Section 4.12. Waiver. Any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived at any time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of or estoppel with respect to, any subsequent or other failure.

Section 4.13. Tax Treatment. This Agreement shall be treated as part of the LLC Agreement as described in Section 761(c) of the Code and Sections 1.704-1(b)(2)(ii)(h) and 1.761-1(c) of the Treasury Regulations promulgated thereunder. Unless otherwise required by applicable Law, the parties shall report an Exchange consummated hereunder as a taxable sale of the Common Units and shares of Class B Common Stock by the Exchanging Holder, and no party shall take a contrary position on any income tax return or amendment thereof.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first written above.

BAKER HUGHES, A GE COMPANY:

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to the Exchange Agreement*]

BAKER HUGHES, A GE COMPANY, LLC:

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to the Exchange Agreement*]

GENERAL ELECTRIC COMPANY:

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to the Exchange Agreement*]

JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder to the Exchange Agreement, dated as of July 3, 2017 (as amended from time to time, the "Agreement"), by and among Baker Hughes, a GE company, LLC, a Delaware limited liability company (the "Company"), Baker Hughes, a GE company, a Delaware corporation ("Newco"), and General Electric Company, a New York corporation ("GE"). Capitalized terms used but not defined in this Joinder Agreement shall have the meanings given to them in the Agreement. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State. In the event of any conflict between this Joinder Agreement and the Agreement, the terms of this Joinder Agreement shall control.

The undersigned, having acquired shares of Class B Common Stock and Common Units, hereby joins and enters into the Agreement. By signing and returning this Joinder Agreement to Newco, the undersigned (i) accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Holder contained in the Agreement, with all attendant rights, duties and obligations of a Holder thereunder and (ii) makes each of the representations and warranties of a Holder set forth in Section 3.02 of the Agreement as fully as if such representations and warranties were set forth herein. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by Newco and by the Company, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name: James M. Waterbury

Address for Notices: GE HOLDINGS (US), INC.
901 Main Avenue
Norwalk, CT 06851-1168

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Joinder Agreement to be executed and delivered by the undersigned or by its duly authorized attorney.

GE HOLDINGS (US), INC.

By: /s/ Victoria Vron
Name: Victoria Vron
Title: Vice President

[*Signature Page to the Joinder Agreement to the Exchange Agreement (GE Holdings (US), Inc.)*]

JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder to the Exchange Agreement, dated as of July 3, 2017 (as amended from time to time, the "Agreement"), by and among Baker Hughes, a GE company, LLC, a Delaware limited liability company (the "Company"), Baker Hughes, a GE company, a Delaware corporation ("Newco"), and General Electric Company, a New York corporation ("GE"). Capitalized terms used but not defined in this Joinder Agreement shall have the meanings given to them in the Agreement. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State. In the event of any conflict between this Joinder Agreement and the Agreement, the terms of this Joinder Agreement shall control.

The undersigned, having acquired shares of Class B Common Stock and Common Units, hereby joins and enters into the Agreement. By signing and returning this Joinder Agreement to Newco, the undersigned (i) accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Holder contained in the Agreement, with all attendant rights, duties and obligations of a Holder thereunder and (ii) makes each of the representations and warranties of a Holder set forth in Section 3.02 of the Agreement as fully as if such representations and warranties were set forth herein. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by Newco and by the Company, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name: James M. Waterbury

Address for Notices: GE OIL & GAS HOLDINGS IV, INC.
191 Rosa Parks Street
Cincinnati, OH 45202

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Joinder Agreement to be executed and delivered by the undersigned or by its duly authorized attorney.

GE OIL & GAS US HOLDINGS IV, INC.

By: /s/ Jessica Wenzell
Name: Jessica Wenzell
Title: Vice President

JOINDER AGREEMENT

This Joinder Agreement ("Joinder Agreement") is a joinder to the Exchange Agreement, dated as of July 3, 2017 (as amended from time to time, the "Agreement"), by and among Baker Hughes, a GE company, LLC, a Delaware limited liability company (the "Company"), Baker Hughes, a GE company, a Delaware corporation ("Newco"), and General Electric Company, a New York corporation ("GE"). Capitalized terms used but not defined in this Joinder Agreement shall have the meanings given to them in the Agreement. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflicts of law rules of such State that would result in the application of the laws of any other State. In the event of any conflict between this Joinder Agreement and the Agreement, the terms of this Joinder Agreement shall control.

The undersigned, having acquired shares of Class B Common Stock and Common Units, hereby joins and enters into the Agreement. By signing and returning this Joinder Agreement to Newco, the undersigned (i) accepts and agrees to be bound by and subject to all of the terms and conditions of and agreements of a Holder contained in the Agreement, with all attendant rights, duties and obligations of a Holder thereunder and (ii) makes each of the representations and warranties of a Holder set forth in Section 3.02 of the Agreement as fully as if such representations and warranties were set forth herein. The parties to the Agreement shall treat the execution and delivery hereof by the undersigned as the execution and delivery of the Agreement by the undersigned and, upon receipt of this Joinder Agreement by Newco and by the Company, the signature of the undersigned set forth below shall constitute a counterpart signature to the signature page of the Agreement.

Name: James M. Waterbury

Address for Notices: GE OIL & GAS HOLDINGS I, INC.
191 Rosa Parks Street
Cincinnati, OH 45202

[*Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned, by authority duly given, has caused this Joinder Agreement to be executed and delivered by the undersigned or by its duly authorized attorney.

GE OIL & GAS US HOLDINGS I, INC.

By: /s/ Jessica Wenzell
Name: Jessica Wenzell
Title: Vice President

[*Signature Page to the Joinder Agreement to the Exchange Agreement (GE Holdings (US), Inc.)*]

Exhibit 10.4

EXECUTION VERSION

BAKER HUGHES, A GE COMPANY, LLC

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

Dated as of July 3, 2017

THE COMPANY INTERESTS REPRESENTED BY THIS LIMITED LIABILITY COMPANY AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED, OR UNDER ANY OTHER APPLICABLE SECURITIES LAWS. SUCH COMPANY INTERESTS MAY NOT BE SOLD, ASSIGNED, PLEDGED OR OTHERWISE DISPOSED OF AT ANY TIME WITHOUT EFFECTIVE REGISTRATION UNDER SUCH ACT AND LAWS OR EXEMPTION THEREFROM, AND COMPLIANCE WITH THE OTHER SUBSTANTIAL RESTRICTIONS ON TRANSFERABILITY SET FORTH HEREIN.

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BAKER HUGHES, A GE COMPANY, LLC

AMENDED AND RESTATED
LIMITED LIABILITY COMPANY AGREEMENT

This AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this "Agreement"), dated as of July 3, 2017, is entered into by and among Baker Hughes, a GE company, LLC, a Delaware limited liability company (the "Company"), its Members (as defined herein) and each other Person who at any time after the date hereof becomes a Member in accordance with the terms of this Agreement and the DLLCA (as defined herein).

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated October 30, 2016 (the "Transaction Agreement"), among General Electric Company, a New York corporation ("GE"), Baker Hughes Incorporated, a Delaware corporation ("BHI"), Bear Newco, Inc., a Delaware corporation ("Newco"), and Bear MergerSub, Inc., a Delaware corporation ("MergerSub"), as amended by that certain Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Newco, MergerSub, BHI Newco, Inc., a Delaware corporation ("BHI Newco"), and Bear MergerSub 2, Inc., a Delaware corporation (as the same may be further amended from time to time), GE and BHI have agreed to combine GE O&G (as defined in the Transaction Agreement) with BHI and have effected or agreed to effect the Transactions (as defined in the Transaction Agreement);

WHEREAS, BHI Newco and the Company have heretofore entered into a Limited Liability Company Agreement dated as of July 3, 2017 (the "Filing Date") in accordance with the DLLCA (the "Original LLC Agreement");

WHEREAS, the parties hereto desire to continue the Company and to amend and restate the Original LLC Agreement in its entirety and enter into this Agreement in order to, *inter alia*, (i) reflect the addition of GE, GE Holdings (US), Inc., GE Oil & Gas US Holdings I, Inc. and GE Oil & Gas US Holdings IV, Inc. as Members of the Company, (ii) provide for the management, operation and governance of the Company, and (iii) set forth their respective rights and obligations as Members in the Company generally.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Members, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise clearly indicated to the contrary.

"Additional Member" has the meaning set forth in Section 11.02.

"Adjusted Capital Account Balance" means with respect to each Member the balance in such Member's Capital Account adjusted (i) by taking into account the adjustments, allocations and distributions described in Treasury Regulations Sections 1.704-1(b)(2)(ii)(d)(4), (5) and (6); and (ii) by adding to such balance such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain, determined pursuant to Treasury Regulations Sections 1.704-2(g) and 1.704-2(i)(5) and any amounts such Member is obligated (or deemed to be obligated) to restore pursuant to any provision of this Agreement or by applicable Law. The foregoing definition of Adjusted Capital Account Balance is intended to comply with the provisions of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

"Admission Date" has the meaning set forth in Section 10.06.

"Affiliate" means, as to any Person, any other Person which, directly or indirectly, controls, or is controlled by, or is under common control with, such Person. As used in this definition, "control" (including with correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of voting securities or by contract or other agreement).

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Appraisers" has the meaning set forth in Section 14.02.

"Assignee" means a Person to whom a Company Interest has been transferred but who has not become a Member pursuant to Article XI.

"BHI" has the meaning set forth in the recitals to this Agreement.

"Business Day" means a day other than Saturday, Sunday or a day on which banks located in New York, New York are authorized or required by applicable Law to close.

"Capital Account" means the capital account maintained for a Member in accordance with Section 5.01.

"Capital Contribution" means, with respect to any Member, the amount of any cash, cash equivalents, promissory obligations or the Fair Market Value of other property that such Member contributes (or is deemed to contribute) to the Company pursuant to Article III hereof.

"Cash Balances" has the meaning set forth in the Exchange Agreement.

"Certificate" means the Company's Certificate of Formation as filed with the Secretary of State of the State of Delaware on the Filing Date.

"Chancery Court" has the meaning set forth in Section 15.05(b).

"Class A Common Stock" means the Class A common stock, $0.0001 par value per share, of Newco.

"Class B Common Stock" means the Class B common stock, $0.0001 par value per share, of Newco.

"Closing Price" has the meaning ascribed to it in Section 3.05(a).

"Code" means the United States Internal Revenue Code of 1986.

"Common Unit" means a Unit representing a fractional part of the Company Interests of the Members and having the rights and obligations specified with respect to the Common Units in this Agreement.

"Company" has the meaning set forth in the preamble to this Agreement.

"Company Interest" means the interest of a Member in Profits, Losses and Distributions.

"Company Minimum Gain" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(2) for the phrase "partnership minimum gain." The amount of Company Minimum Gain, as well as any net increase or decrease in Company Minimum Gain, for a Fiscal Period shall be determined in accordance with the rules of Treasury Regulations Section 1.704-2(d).

"DLLCA" means the Delaware Limited Liability Company Act, 6 Del.C. § 18-101, et seq.

"Distribution" (and, with a correlative meaning, "Distribute") means each distribution made by the Company to a Member with respect to such Member's Units, whether in cash, property or securities of the Company and whether by liquidating distribution or otherwise; *provided*, *however*, that any recapitalization that does not result in the distribution of cash or property to Members or any exchange of securities of the Company, and any subdivision (by Unit split or otherwise) or any combination (by reverse Unit split or otherwise) of any outstanding Units shall not be a Distribution.

"Equity Securities" means, with respect to any Person, (a) units or other equity interests in such Person (including other classes or groups thereof having such relative rights, powers and duties as may from time to time be established by such Person), (b) obligations, evidences of indebtedness or other securities or interests convertible or exchangeable into any of the foregoing, and (c) warrants, options or other rights to purchase or otherwise acquire from such Person any of the foregoing.

"Event of Withdrawal" means the expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company. "Event of Withdrawal" shall not include an event that (a) terminates the existence of a Member for income tax purposes (including (i) a change in entity classification of a Member under Treasury Regulations Section 301.7701-3, (ii) termination of a partnership pursuant to Code Section 708(b)(1)(B), (iii) a sale of assets by, or liquidation of, a Member pursuant to an election under Code Sections 336 or 338, or (iv) merger, severance, or allocation within a trust or among sub-trusts of a trust that is a Member) but that (b) does not terminate the existence of such Member under applicable state law (or, in the case of a trust that is a Member, does not terminate the trusteeship of the fiduciaries under such trust with respect to all the Company Interests of such trust that is a Member).

"Exchange Agreement" means that certain Exchange Agreement, dated as of the date hereof, among GE, Newco and the Company.

"Exchange Rate" has the meaning set forth in the Exchange Agreement.

"Fair Market Value" means, with respect to any asset, its fair market value determined according to Article XIV.

"Filing Date" has the meaning set forth in the recitals to this Agreement.

"Fiscal Period" means the Fiscal Year or any interim accounting period within a Fiscal Year established by the Company and which is permitted or required by Section 706 of the Code.

"Fiscal Year" means the Company's annual accounting period established pursuant to Section 8.02.

"GE" has the meaning set forth in the recitals to this Agreement.

"GE Group Members" means GE, GE Holdings (US), Inc., GE Oil & Gas US Holdings I, Inc., GE Oil & Gas US Holdings IV, Inc. and any other Member of the Company that is included, as of the relevant time, in the GE Group (as defined in the Tax Matters Agreement).

"Governmental Entity" means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

"Gross Asset Value" with respect to any asset, the asset's adjusted basis for U.S. federal income tax purposes, except that (i) the initial Gross Asset Value of any asset contributed by a Member to the Company or held by the Company on the date of this Agreement shall be the gross Fair Market Value of such asset; (ii) the Gross Asset Value of any property of the Company distributed to any Member shall be adjusted to equal the gross Fair Market Value of such property on the date of Distribution as determined by the Managing Member; and (iii) the Gross Asset Values of assets of the Company shall be increased (or decreased) to the extent the Managing Member determines reasonably and in good faith that such adjustment is necessary or appropriate to comply with the requirements of Treasury Regulations Section 1.704-1(b)(2)(iv). The Managing Member shall in good faith use such method as it deems reasonable and appropriate to allocate the aggregate of the Gross Asset Value of assets contributed in a single or integrated transaction among each separate property on a basis proportional to their Fair Market Values.

"Group Members" means the GE Group Members or the Newco Group Members, as the case may be.

"Incentive Plan" means any equity incentive or similar plan or agreement under which Newco may issue shares of Class A Common Stock or warrants, options, restricted share award or other rights to purchase or otherwise acquire shares of Class A Common Stock to existing and former directors, officers, employees and other Persons providing services to Newco, the Company and their Subsidiaries from time to time.

"Indemnified Person" has the meaning set forth in Section 7.04(a).

"Investment Company Act" means the U.S. Investment Company Act of 1940.

"Joinder" means a joinder to this Agreement, in the form attached as Exhibit A to this Agreement.

"Law" means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

"Losses" means items of Company loss or deduction determined according to Section 5.01(b).

"Majority Members" means the Members (which may include the Managing Member) holding a majority of the Voting Units then outstanding; *provided* that, if as of any date of determination, a majority of the Voting Units are then held by the Managing Member or any Affiliates controlled by the Managing Member, then "Majority Members" shall mean the Managing Member together with Members (other than the Managing Member and its controlled Affiliates) holding a majority of the Voting Units (excluding Voting Units held by the Managing Member and its controlled Affiliates) then outstanding.

"Managing Member" has the meaning set forth in Section 6.01(a).

"Maximum Cash Amount" has the meaning set forth in the Exchange Agreement.

"Member" means, as of any date of determination, (a) GE, GE Holdings (US), Inc., GE Oil & Gas US Holdings I, Inc., GE Oil & Gas US Holdings IV, Inc., the Managing Member and CFC Holdings, LLC, a wholly-owned subsidiary of the Managing Member, and (b) any Person admitted to the Company as a Substituted Member or Additional Member in accordance with Article XI, but in each case only so long as such Person is shown on the Schedule of Members as a Member.

"Member Nonrecourse Debt" has the meaning of "partner nonrecourse debt" that is set forth in Treasury Regulations Section 1.704-2(b)(4).

"Member Nonrecourse Debt Minimum Gain" has the meaning of "partner nonrecourse debt minimum gain" that is set forth in Treasury Regulations Section 1.704-2(j)(2).

"Member Nonrecourse Deductions" has the meaning of "partner nonrecourse deductions" that is set forth in Treasury Regulations Section 1.704-2(i)(1).

"Member Tax Distribution" has the meaning set forth in Section 4.01(b)(i).

"Net Income" means the net income that the Company generates with respect to a Fiscal Period, as determined for U.S. federal income tax purposes; *provided*, *however*, that such income (i) shall be increased by the amount of all income during such period that is exempt from U.S. federal income tax, (ii) shall be decreased by the amount of all expenditures that the Company makes during such period that are not deductible for U.S. federal income tax purposes and that do not constitute capital expenditures, and (iii) shall not include any items that are specially allocated pursuant to Section 5.02 and Section 5.03. If the Gross Asset Value of an asset of the Company (or, if the Gross Asset Value is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), such adjusted Gross Asset Value) differs from its adjusted basis for U.S. federal, state, or local income tax purposes, the amount of depreciation, amortization, and other cost recovery deductions shall be determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and the amount of gain or loss from a disposition of such asset shall be computed by reference to such Gross Asset Value or such adjusted Gross Asset Value. If the Gross Asset Value of an asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the adjustment amount shall be treated as gain or loss from the disposition of the asset.

"Net Loss" means the net loss the Company generates with respect to a Fiscal Period, as determined for federal income tax purposes; *provided*, *however*, that such loss (i) shall be decreased by the amount of all income during such period that is exempt from federal income tax, (ii) shall be increased by the amount of all expenditures that the Company makes during such period that are not deductible for federal income tax purposes and that do not constitute capital expenditures, and (iii) shall not include any items that are specially allocated pursuant to Section 5.02 or Section 5.03. If the Gross Asset Value of an asset of the Company (or, if the Gross Asset Value is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), such adjusted Gross Asset Value) differs from its adjusted basis for federal, state, or local income tax purposes, the amount of depreciation, amortization, and other cost recovery deductions shall be determined in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g), and the amount of gain or loss from a disposition of such asset shall be computed by reference to such Gross Asset Value or such adjusted Gross Asset Value. If the Gross Asset Value of an asset is adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f), the adjustment amount shall be treated as gain or loss from the disposition of the asset.

"Newco" has the meaning set forth in the recitals to this Agreement, together with its successors and assigns.

"Newco Group Members" means the Managing Member, CFC Holdings, LLC and any other Member of the Company that is included, as of the relevant time, in the Newco Group (as defined in the Tax Matters Agreement).

"Newco Group Members Tax Distribution" has the meaning set forth in Section 4.01(b)(i).

"Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1).

"Officer" has the meaning set forth in Section 6.01(b).

"Original LLC Agreement" has the meaning set forth in the recitals to this Agreement.

"Other Agreements" has the meaning set forth in Section 10.04.

"Paired Interests" has the meaning given to such term in the Exchange Agreement.

"Partnership Representative" has the meaning set forth in Section 9.02.

"Percentage Interest" means, as among an individual class of Units and with respect to a Member at a particular time, such Member's percentage interest in the Company determined by dividing the number of such Member's Units of such class by the total number of Units of all Members of such class at such time.

"Permitted Acquisition" has the meaning set forth in Section 3.05(b).

"Permitted Spin Transaction" means a transfer or disposition of shares of Class B Common Stock and Common Units to a corporation that is a wholly owned, direct or indirect Subsidiary of GE ("Spinco") if in connection with such transfer or disposition (i) all of the stock of Spinco is distributed to the public pursuant to a spin-off or split-off transaction; and (ii) Spinco is combined with Newco by way of a merger of a newly formed subsidiary of Newco merging with and into Spinco in which the shareholders of Spinco receive solely Newco shares (other than cash in lieu of fractional shares) in the merger (the "Merger"); *provided*, *however*, that so long as (1) the number of shares of Spinco stock outstanding immediately prior to the Merger shall be equal to the number of Paired Interests held by Spinco at such time, (2) the terms of the Merger provide for an exchange ratio of Spinco stock for Newco stock that is equal to the Exchange Rate then in effect and (3) Spinco has no liabilities other than (A) liabilities incidental to its formation or the maintenance of its corporate existence or immaterial transaction expenses incurred in connection with such spin-off or split-off transaction, (B) obligations under the Exchange Agreement and this Agreement and (C) net tax liabilities associated with the ownership of Common Units and shares of Class B Common Stock (for this purpose, treating Spinco as if it held all of the Common Units and shares of Class B Common Stock held by the GE Group Members or any of their Affiliates since the date of this Agreement) then no approval or other action of the Conflicts Committee (as defined in the Stockholders Agreement) shall be required; *provided*, *further*, that in the event that the Conflicts Committee objects to or proposes to modify any other term of the Merger (other than to enforce the requirements set forth in this definition, it being understood that the Conflicts Committee shall have the burden of demonstrating that the transaction documentation contemplated by the following sentence and proposed by GE is not in customary form in any material respect), GE may undertake the Permitted Spin Transaction without the obligation to complete the Merger, so long as Spinco agrees to assume GE's obligations under the Stockholders Agreement in connection therewith. In connection with any such spin-off or split-off transaction (x) Newco shall be obligated to enter into definitive transaction documentation to implement the transactions described in this definition as long as such definitive transaction documentation is customary for such a transaction in light of precedent market transactions at such time, and (y) in the event GE notifies Newco that it intends for such transactions to have Tax-Free Spin Treatment, Newco shall also enter into additional definitive transaction documents customary for such transaction in light of the intended Tax-Free Spin Treatment, which shall include, for the avoidance of doubt, customary representations and covenants intended to preserve Tax-Free Spin Treatment.

"Permitted Transfer" has the meaning set forth in Section 10.02.

"Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"Pro rata," "pro rata portion," "according to their interests," "ratably," "proportionately," "proportional," "in proportion to," "based on the number of Units held," "based upon the percentage of Units held," "based upon the number of Units outstanding," and other terms with similar meanings, when used in the context of a number of Units of the Company relative to other Units, means as amongst an individual class of Units, pro rata based upon the number of such Units outstanding within such class of Units.

"Profits" means items of Company income or gain.

"Registration Rights Agreement" means that certain Registration Rights Agreement, dated as of the date hereof, between GE and Newco.

"Regulatory Allocations" has the meaning set forth in Section 5.03(g).

"Schedule of Members" has the meaning set forth in Section 3.01(a).

"SEC" means the U.S. Securities and Exchange Commission.

"Securities Act" means the U.S. Securities Act of 1933.

"Sharing Amount" has the meaning set forth in the Tax Matters Agreement.

"Sharing Payment" means a payment equal to the Sharing Amount calculated as of the first Determination Date occurring on or after the second anniversary of the date of this Agreement and each Determination Date thereafter; *provided*, no payment shall be made with respect to any GE Sharing Amount (as defined in the Tax Matters Agreement) prior to the fifth anniversary of the date of this Agreement; and *provided further*, that any Sharing Payment made pursuant to Section 4.02 of this Agreement shall be increased by such amounts as are necessary so that after paying all Taxes with respect to the receipt of such payment, the payee receives an amount equal to the amount it would have received had no such Taxes been imposed.

"Stockholders Agreement" means that certain Stockholders Agreement of Newco, dated as of the date hereof, between GE and Newco.

"Subsidiary" means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the gains, losses or equity interests of which), or to direct the management or policies, is owned or controlled directly or indirectly by such first Person (or one or more of the other Subsidiaries of such Person or a combination thereof).

"Substituted Member" means a Person that is admitted as a Member to the Company pursuant to Section 11.01.

"Tax Distribution Date" has the meaning set forth in Section 4.01(b)(i).

"Tax Distributions" has the meaning set forth in Section 4.01(b)(i).

"Tax-Free Spin Treatment" means that (x) the transactions described in clause (i) of the definition of Permitted Spin Transaction satisfy the requirements of Section 355 of the Code and (y) the Merger is treated as a "reorganization" within the meaning of Section 368(a) of the Code and/or qualifies as a transaction under Section 351 of the Code.

"Tax Matters Agreement" means that certain Tax Matters Agreement, dated as the date hereof, between the Company, Newco, EHHC NewCo, LLC and GE.

"Tax Matters Partner" has the meaning set forth in Section 9.02.

"Transaction Agreement" has the meaning ascribed to it in the recitals to this Agreement.

"Transfer" (and, with a correlative meaning, "Transferring") means any sale, exchange, hypothecation, transfer, assignment, pledge, encumbrance or other disposition of (whether directly or indirectly, whether with or without consideration and whether voluntarily or involuntarily or by operation of Law) (a) any interest (legal or beneficial) in any Equity Securities (including, as applicable, Units) or (b) any equity or other interest (legal or beneficial) in any Member if a majority of the assets held, directly or indirectly, by such Member consist of Units, other than any Permitted Spin Transaction.

"Treasury Regulations" means the regulations promulgated under the Code.

"Unit" means a Company Interest of a Member or a permitted Assignee in the Company representing a fractional part of the Company Interests of all Members and Assignees as may be established by the Managing Member from time to time in accordance with Section 3.02; *provided*, *however*, that any class or group of Units issued shall have the relative rights, powers and duties set forth in this Agreement, and the Company Interest represented by such class or group of Units shall be determined in accordance with such relative rights, powers and duties.

"Unpaid BHI Sharing Amount" has the meaning set forth in the Tax Matters Agreement.

"Unwinding Event" shall have the meaning ascribed to it in Section 10.02.

"Voting Units" means (a) the Common Units and (b) any other Units other than Units that by their express terms do not entitle the record holder thereof to vote on any matter presented to the Members generally under this Agreement for approval; *provided* that (i) no vote by Voting Units shall have the power to override any action taken by the Managing Member or to remove or replace the Managing Member, (ii) the Voting Units have no ability to take part in the conduct or control of the Company's business and (iii) notwithstanding any vote by Voting Units hereunder, the Managing Member shall retain exclusive management power over the business and affairs of the Company in accordance with Section 6.01(a).

ARTICLE II

ORGANIZATIONAL MATTERS

Section 2.01 Formation of Company. Pursuant to the Transactions (as defined in the Transaction Agreement), upon the Conversion (as defined in the Transaction Agreement) of the surviving entity in the First Merger (as defined in the Transaction Agreement), the Company was formed on the Filing Date pursuant to the provisions of the DLLCA.

Section 2.02 Limited Liability Company Agreement. The Members hereby execute this Agreement for the purpose of governing the affairs of the Company and the conduct of its business in accordance with the provisions of the DLLCA. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the DLLCA) of the Company effective as of the date set forth above. The Members hereby agree that during the term of the Company set forth in Section 2.06 the rights and obligations of the Members with respect to the Company will be determined in accordance with the terms and conditions of this Agreement and the DLLCA. On any matter upon which this Agreement is silent, the DLLCA shall control. No provision of this Agreement shall be in violation of the DLLCA and to the extent any provision of this Agreement is in violation of the DLLCA, such provision shall be void and of no effect to the extent of such violation without affecting the validity of the other provisions of this Agreement; *provided, however*, that where the DLLCA provides that a provision of the DLLCA shall apply "unless otherwise provided in a limited liability company agreement" or words of similar effect, the provisions of this Agreement shall in each instance control. Notwithstanding any provision of this Agreement to the contrary, no Member or Assignee shall be entitled to appraisal or dissenters' rights under any circumstances and no appraisal or dissenters' rights may be granted under Section 18-210 of the DLLCA or otherwise.

Section 2.03 Name. The name of the Company shall be "Baker Hughes, a GE company, LLC." The Managing Member in its sole discretion may change the name of the Company at any time and from time to time. Notification of any such change shall be given to all of the Members and, to the extent practicable, to all of the holders of any Equity Securities of the Company then outstanding. The Company's business may be conducted under its name and/or any other name or names deemed advisable by the Managing Member.

Section 2.04 Purpose. The primary business and purpose of the Company shall be to engage in such activities as are permitted under the DLLCA and determined from time to time by the Managing Member in accordance with the terms and conditions of this Agreement.

Section 2.05 Principal Office; Registered Office. The principal office of the Company shall be at such place as the Managing Member may from time to time designate. The address of the registered office of the Company in the State of Delaware shall be 1209 Orange Street, City of Wilmington, County of New Castle, Delaware 19801, and the registered agent for service of process on the Company in the State of Delaware at such registered office shall be Corporation Trust Company. The Managing Member may from time to time change the Company's registered agent and registered office in the State of Delaware.

Section 2.06 Term. The term of the Company commenced upon the filing of the Certificate in accordance with the DLLCA and shall continue in existence until dissolution of the Company in accordance with the provisions of Article XIII.

Section 2.07 No State-Law Partnership. The Members intend that the Company not be a partnership (including a limited partnership), and that no Member be a partner of any other Member by virtue of this Agreement, for any purposes other than as set forth in the last sentence of this Section 2.07, and neither this Agreement nor any other document entered into by the Company or any Member relating to the subject matter hereof shall be construed to suggest otherwise. The Members intend that the Company shall be treated as a partnership for U.S. federal and, if applicable, state or local income tax purposes, and that each Member and the Company shall file all tax returns and shall otherwise take all tax and financial reporting positions in a manner consistent with such treatment.

ARTICLE III

MEMBERS; UNITS; CAPITALIZATION

Section 3.01 Members.

(a) The GE Group Members are hereby admitted as additional Members of the Company effective as of the completion of the Transactions (as defined in the Transaction Agreement). The Company shall maintain a schedule setting forth: (i) the name and address of each Member; (ii) the aggregate number of outstanding Units and the number and class of Units held by each Member; (iii) the aggregate amount of cash Capital Contributions that has been made by the Members with respect to their Units; and (iv) the Fair Market Value of any property other than cash contributed by the Members with respect to their Units (including, if applicable, a description and the amount of any liability assumed by the Company or to which contributed property is subject) (such schedule, the "Schedule of Members").

(b) The applicable Schedule of Members in effect immediately following the admission of the GE Group Members as Members of the Company is set forth as Schedule 1 to this Agreement. The Schedule of Members shall be the definitive record of ownership of each Unit of the Company and all relevant information with respect to each Member. The Company shall be entitled to recognize the exclusive right of a Person registered on its records as the owner of Units for all purposes and shall not be bound to recognize any equitable or other claim to or interest in Units on the part of any other Person, whether or not it shall have express or other notice thereof, except as otherwise provided by the DLLCA.

(c) No Member shall be required or, except as contemplated by the Transaction Agreement or as approved by the Managing Member pursuant to Section 6.01 and in accordance with the other provisions of this Agreement, permitted to contribute or loan any money or property to the Company or borrow any money or property from the Company.

Section 3.02 Units. Interests in the Company shall be represented by Units, or such other securities of the Company, in each case as the Managing Member may establish in its discretion in accordance with the terms and subject to the restrictions hereof. Immediately after the execution hereof, the Units will be comprised of a single class of Common Units. The Managing Member may create one or more classes or series of Common Units or preferred Units solely to the extent each such class or series thereof is substantially equivalent to an outstanding class of common stock of Newco or class or series of preferred stock of Newco; provided that, subject to the Exchange Agreement, so long as this Agreement is in effect, the number of Common Units outstanding shall equal the aggregate number of shares of Class A Common Stock and Class B Common Stock outstanding.

Section 3.03 Incentive Plans. If at any time Newco issues a share of Class A Common Stock under an Incentive Plan whether by the exercise of a stock option (or the exercise of any other instrument that entitles the holder thereof to purchase a share of Class A Common Stock) or the grant of a restricted share award or otherwise, the following will occur:

(a) the net proceeds (including the amount of the exercise price paid by the owner or the promissory note representing any loan made by Newco to the owner with respect to a stock purchase award, which promissory note will be deemed to have a Fair Market Value equal to the original principal balance of that promissory note) received by Newco with respect to the share of Class A Common Stock, if any, will be paid or transferred by Newco to the Company (indirectly through the Newco Group Members), which amounts will be treated for U.S. federal income tax purposes as having been paid to the Company by the person to whom the share of Class A Common Stock is issued;

(b) Newco will be deemed to make (indirectly through the Newco Group Members) an additional Capital Contribution to the Company of an amount of cash equal to:

(i) the current per share market price of a share of Class A Common Stock on the date the share is issued (or, if earlier, the date the related option or other instrument is exercised), reduced by

(ii) the amount paid to the Company as described under subsection (a) above;

(c) the Company will be deemed to purchase from Newco a share of Class A Common Stock for an amount of cash equal to the sum of:

(i) the additional deemed Capital Contribution made by Newco (indirectly through the Newco Group Members) to the Company in subsection (b) above, and

(ii) the amount paid to the Company as described under subsection (a) above,

and to deliver such share of Class A Common Stock to its owner under the Incentive Plan (the parties acknowledging that the deemed purchase will not cause the Company to own the shares of Class A Common Stock for any purpose, including for the purpose of determining stockholders entitled to receive dividends or vote);

(d) in exchange for the payment by Newco to the Company described in subsection (a) above and the deemed Capital Contribution by Newco to the Company described in subsection (b) above (which aggregate amount will be credited to the Capital Accounts of the Newco Group Members), the Company will issue to a Newco Group Member a number of Common Units equal to the inverse of the Exchange Rate registered in the name of the applicable Newco Group Member for each share of Class A Common Stock issued by Newco under the Incentive Plan;

(e) the Company will claim any compensation deductions attributable to the issuance or vesting, as the case may be, of shares of Class A Common Stock and any other deductions available by reason of shares issued pursuant to an Incentive Plan (including, as applicable, as a result of an election under Code Section 83(b)), which deductions will be allocated among the Members in accordance with the allocation rules in Article V;

(f) if the owner of any share of Class A Common Stock issued pursuant to an Incentive Plan has timely made an election under Code Section 83(b) with respect to that share of Class A Common Stock and the share of Class A Common Stock is subsequently forfeited, then each of the actual and deemed steps described in subsections (a) through (e) above with respect to that share of Class A Common Stock will be reversed, including the reversion of that share of Class A Common Stock to Newco, the cancellation of the Common Unit(s) issued to the applicable Newco Group Member and the reversal, if and to the extent required by Treasury Regulations Section 1.83-6(c) or other applicable tax Law, of any compensation deductions previously allocated to the Members; and

(g) if a share of Class A Common Stock issued under an Incentive Plan is subject to a substantial risk of forfeiture and is not transferable for purposes of Code Section 83, and if a valid election under Code Section 83(b) has not been made with respect to such share of Class A Common Stock, the foregoing transactions shall be deemed to occur for U.S. federal income tax purposes when such share of Class A Common Stock is either transferable or no longer subject to a substantial risk of forfeiture for purposes of Code Section 83. Until such time, for U.S. federal income tax purposes (including for purposes of maintaining Capital Accounts and computing Profits, Losses and related items), such share of Class A Common Stock shall not be deemed to have been issued and any distributions with respect to such share of Class A Common Stock shall for such purposes be treated as compensation paid to the holder thereof by the Company.

Section 3.04 Other Issuances.

(a) If at any time Newco issues a share of Class A Common Stock or any other class or series of Equity Securities of Newco (other than (x) shares of Class B Common Stock or (y) shares of Class A Common Stock under an Incentive Plan), (i) the net proceeds received by Newco with respect to the share of Class A Common Stock or such other Equity Securities, if any, will be paid or transferred by Newco to the Company (through the Newco Group Members), and (ii) the Company shall issue to the Newco Group Members a number of Common Units equal to the inverse of the Exchange Rate registered in the name of the Newco Group Members for each share of Class A Common Stock (or, with respect to any issuance by Newco of Equity Securities other than Class A Common Stock, one Unit that is substantially equivalent to the Equity Securities issued by Newco) issued by Newco pursuant to the foregoing clause (i); *provided*, *however*, that if Newco issues any Equity Securities in order to purchase or fund the purchase from another Member of Units (and Class B Common Stock), then the Company shall not issue any new Units in connection therewith and Newco shall not be required to indirectly transfer such net proceeds to the Company (it being understood that such net proceeds shall instead be transferred to such other Member as consideration for such purchase). This Section 3.04 shall not apply to the issuance and distribution to holders of shares of Newco common stock or rights to purchase Equity Securities of Newco under a "poison pill" or similar shareholder rights plan (it being understood that upon exchange of Paired Interests for Class A Common Stock pursuant to the Exchange Agreement, such Class A Common Stock would be issued together with a corresponding right), but shall apply to the issuance of Class A Common Stock in connection with the exercise or settlement of such rights, warrants, options or other rights or property.

(b) The Company hereby grants to Newco Group Members the right to purchase additional Common Units from the Company with cash existing at Newco. If a Newco Group Member exercises its right to purchase additional Common Units pursuant to this Section 3.04(b), the GE Group Members shall have the right to purchase, for every one Common Unit purchased by the Newco Group Member under this Section 3.04(b), such number of additional Common Units as would result in the GE Group Members holding, in the aggregate, immediately following such purchase the same percentage of the total outstanding Common Units as they held immediately prior to such purchase by the Newco Group Member pursuant to this Section 3.04(b). The Newco Group Member purchasing Common Units shall give written notice of such purchase of additional Common Units to the GE Group Members no less than ten (10) Business Days prior to the date of the purchase and shall include the number of additional Common Units to be purchased and the purchase date, which shall also be the date, if any, on which the GE Group Members purchase additional Common Units under this Section 3.04(b); provided that, in the event that a Newco Group Member receives a Notice of Exchange at a time when the Cash Balances are less than the Maximum Cash Amount, a Newco Group Member may, at its election, purchase additional Common Units on the date it receives such Notice of Exchange, and the GE Group Members shall have ten (10) Business Days following such a purchase to determine whether to make a corresponding purchase of Common Units pursuant to this Section 3.04(b). The purchase price payable by the Newco Group Member (or each of the Newco Group Member and GE Group Members, as applicable) for each such Common Unit shall be equal to the product of (i) the closing price of the Class A Common Stock on the NYSE (or any successor exchange on which the Class A Common Stock may be listed) ("Closing Price") on the purchase date pursuant to this Section 3.04(b), *multiplied by* (ii) the Exchange Rate immediately prior to the Newco Group Member's (or each of the Newco Group Member's and GE Group Members', as applicable) purchase of Common Units pursuant to this Section 3.04(b).

(c) If, pursuant to Section 2.01(c)(2) or Section 2.01(c)(3) of the Exchange Agreement, an Unpaid BHI Sharing Amount, or Sharing Amount or Sharing Payment due to a Newco Group Member is deemed contributed to Newco LLC as payment for Common Units, then the Company shall issue a number of Common Units to such Newco Group Member equal to (i) the Unpaid BHI Sharing Amount, or Sharing Amount or Sharing Payment, as applicable, divided by (ii) the product of (x) the Closing Price on the date of the Newco Group Member's acquisition of Common Units pursuant to this Section 3.04(c) and (y) the Exchange Rate immediately prior to such Newco Group Member's acquisition of Common Units pursuant to this Section 3.04(c).

If a Newco Group Member acquires Common Units pursuant to this Section 3.04(c), GE Group Members shall have the right to purchase, for every one Common Unit acquired by the Newco Group Member under this Section 3.04(c), such number of additional Common Units as would result in the GE Group Members holding, in the aggregate, immediately following such purchase the same percentage of the total outstanding Common Units as they held immediately prior to such purchase by Newco pursuant to this Section 3.04(c). When the GE Group Member provides its Notice of Exchange (as defined in the Exchange Agreement) and such notice is subject to Section 2.01(c)(2) or Section 2.01(c)(3) of the Exchange Agreement, the GE Group Member shall also provide notice of whether it will be exercising its right to purchase additional Common Units. If a Newco Group Member receives Common Units as a result of a deemed contribution pursuant to Section 2.01(c)(2) of the Exchange Agreement, the issuance of such Common Units and any Common Units resulting from the exercise by a GE Group Member of its right to purchase additional Common Units in its Notice of Exchange pursuant to this Section 3.04(c) shall occur five (5) Business Days after such Notice of Exchange was provided. If a Newco Group Member receives Common Units as a result of a deemed contribution provided for by Section 2.01(c)(3) of the Exchange Agreement, the issuance of such Common Units and any Common Units resulting from the exercise by a GE Group Member of its right to purchase additional Common Units in its Notice of Exchange pursuant to this Section 3.04(c) shall occur five (5) Business Days after the determination under Section 2.01(c)(3)(A) of the Exchange Agreement was made.

Section 3.05 Acquisition of Units.

(a) The Company hereby grants to the GE Group Members the right to purchase, for every one Common Unit issued to Newco under Section 3.03(d), such number of additional Common Units as would result in the GE Group Members holding, in the aggregate, immediately following such purchase the same percentage of the total outstanding Common Units they held immediately prior to such issuance by Newco under Section 3.03(d). Newco hereby grants to the GE Group Members the right to purchase, for every one Common Unit issued to Newco under Section 3.03(d), such number of additional shares of Class B Common Stock as would result in GE holding immediately following such purchase the same percentage of the total outstanding shares of Newco common stock it held immediately prior to such issuance by Newco under Section 3.03(d). The Company shall give written notice of any such proposed issuance of additional Common Units to Newco under Section 3.03(d) no less than ten (10) Business Days prior to the date of the proposed issuance (or, if later, as promptly as reasonably practicable and in any event prior to such proposed issuance), which notice shall include the number of additional Common Units proposed to be issued to Newco and the proposed date of issuance; *provided* that no such notice shall be required for any individual issuance of fewer than 100,000 additional Common Units so long as the sum of all such individual issuances below such amount do not exceed 1,000,000 Common Units in the aggregate in any ninety (90) day period referred to in the following proviso; *provided, further*, the Company shall provide at least one such notice every ninety (90) days, which notice shall include all previous issuances of Common Units to Newco under Section 3.03(d) during such ninety (90) day period for which a notice has not previously been provided pursuant to this sentence.

The GE Group Members shall have the right to purchase a number of Common Units and an equal number of shares of Class B Common Stock, in each case as would result in the GE Group Members holding, in the aggregate, immediately following such purchase the same percentage of the total outstanding Common Units and shares of Newco Common Stock it held immediately prior to such issuance by Newco under Section 3.03(d), by delivering written notice to the Company and Newco within one hundred twenty (120) days following the end of the year in which such issuance occurs. The aggregate purchase price payable by a GE Group Member for each such Common Unit and share of Class B Common Stock shall be equal to (i) in the case of a Common Unit issued by the Company in respect of a restricted share award under the Incentive Plans, the product of (x) the Exchange Rate immediately prior to the GE Group Member's purchase of Common Units pursuant to this Section 3.05(a) and (y) the Closing Price on the date of the issuance of such restricted share award (or, if later, the date of issuance of Common Units to the GE Group Member), and (ii) in the case of a Common Unit issued by the Company in respect of an option exercise (or the exercise of any other instrument that entitles the holder thereof to purchase a share of Class A Common Stock) under the Incentive Plans, the product of (x) the Exchange Rate immediately prior to the GE Group Member's purchase of Common Units pursuant to this Section 3.05(a) and (y) the Closing Price on the date such option or other instrument is exercised (or, if later, the date of issuance of Common Units to the GE Group Member), and the GE Group Member shall pay an amount equal to the par value per share of Class B Common Stock to Newco in respect of each such share of Class B Common Stock so purchased and pay the balance to the Company in respect of each such Common Unit so purchased. The GE Group Members' rights under this Section 3.05(a) shall accrue in arrears and shall be exercisable by the GE Group Members at any time, and from time to time, at, from and after the issuance by the Company of additional Common Units to Newco provided for in Section 3.03(d) (but subject to the limitations set forth herein).

(b) Notwithstanding anything to the contrary in this Agreement, if at any time the GE Group Members are permitted to acquire shares of Class A Common Stock under the Stockholders Agreement ("Permitted Acquisition"), a GE Group Member may instead, at its election purchase Paired Interests (in such number that equals the number of shares of Class A Common Stock permitted to be acquired multiplied by the inverse of the Exchange Rate), and the Company shall be obligated to issue the Common Units forming a part of such Paired Interests to GE, on the following terms and conditions:

(i) In the case of a Permitted Acquisition of Class A Common Stock from Newco, the aggregate purchase price shall be equal to the per share price of the Class A Common Stock that would have been paid to Newco by the GE Group Member *multiplied* by the number of shares of Class A Common Stock that would have been acquired by the GE Group Member, in each case but for such election.

(ii) In the case of a Permitted Acquisition of Class A Common Stock from any Person other than Newco, the GE Group Member shall give Newco notice of its election under this Section 3.05(b)(ii) specifying the number of Paired Interests it desires to acquire (which number shall not be greater than the number of shares of Class A Common Stock it would otherwise be permitted to acquire multiplied by the inverse of the Exchange Rate). Within five Business Days after its receipt of such notice, subject to applicable law, Newco shall repurchase a number of shares of Class A Common Stock in the market equal to the product of (x) the number of Paired Interests GE desires to acquire and (y) the Exchange Rate. The aggregate purchase price payable by the GE Group Member for the Paired Interests shall be the price paid by Newco for the shares of Class A Common Stock so repurchased. Concurrently with Newco's repurchase of such shares of Class A Common Stock, the Company shall repurchase the same number of Common Units from the Newco Group Members as the Paired Interests the GE Group Member is acquiring pursuant to this Section 3.05(b)(ii) for the same aggregate purchase price.

(iii) The aggregate purchase price payable by the GE Group Member under this Section 3.05(b) shall be paid by the GE Group Member to Newco and the Company in a manner consistent with Section 3.05(a).

(iv) GE shall indemnify Newco for any taxes incurred by Newco, the Newco Group Members or the Company resulting from or arising out of an acquisition by the GE Group Members of Class B Common Stock and Common Units pursuant to clause (ii) of this Section 3.05(b), *provided* that any such taxes indemnified against shall be treated as Formation Taxes (as defined in and for purposes of the Tax Matters Agreement, as defined in the Transaction Agreement).

Section 3.06 Authorization and Issuance of Additional Units.

The Company shall only be permitted to issue additional Units or other Equity Securities in the Company to the Members and on the terms and conditions provided for in Section 3.02, Section 3.03, Section 3.04, Section 3.05 and this Section 3.06. Subject to the foregoing, the Managing Member may cause the Company to issue additional Common Units authorized under this Agreement at such times and upon such terms as the Managing Member shall determine and the Managing Member shall amend this Agreement as necessary in connection with the issuance of additional Common Units and admission of additional Members under this Section 3.06 without the requirement of any consent or acknowledgement of any other Member.

Section 3.07 Certificates Representing Units; Lost, Stolen or Destroyed Certificates; Registration and Transfer of Units.

(a) Units shall not be certificated unless otherwise determined by the Managing Member. If the Managing Member determines that one or more Units shall be certificated, each such certificate shall be signed by or in the name of the Company, by the Chief Executive Officer and any other Officer designated by the Managing Member, representing the number of Units held by such holder. Such certificate shall be in such form (and shall contain such legends) as the Managing Member may determine. Any or all of such signatures on any certificate representing one or more Units may be a facsimile, engraved or printed, to the extent permitted by applicable Law. The Managing Member agrees that it shall not elect to treat any Unit as a "security" within the meaning of Article 8 of the Uniform Commercial Code unless thereafter all Units then outstanding are represented by one or more certificates.

(b) If Units are certificated, the Managing Member may direct that a new certificate representing one or more Units be issued in place of any certificate theretofore issued by the Company alleged to have been lost, stolen or destroyed, upon delivery to the Managing Member of an affidavit of the owner or owners of such certificate, setting forth such allegation. The Managing Member may require the owner of such lost, stolen or destroyed certificate, or such owner's legal representative, to give the Company a bond sufficient to indemnify it against any claim that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of any such new certificate.

(c) Upon surrender to the Company or the transfer agent of the Company, if any, of a certificate for one or more Units, duly endorsed or accompanied by appropriate evidence of succession, assignment or authority to transfer, in compliance with the provisions hereof, the Company shall issue a new certificate representing one or more Units to the Person entitled thereto, cancel the old certificate and record the transaction upon its books. Subject to the provisions of this Agreement, the Managing Member may prescribe such additional rules and regulations as it may deem appropriate relating to the issue, Transfer and registration of Units.

Section 3.08 Negative Capital Accounts. No Member shall be required to pay to any other Member or the Company any deficit or negative balance which may exist from time to time in such Member's Capital Account (including upon and after dissolution of the Company).

Section 3.09 No Withdrawal. No Person shall be entitled to withdraw any part of such Person's Capital Contribution or Capital Account or to receive any Distribution from the Company, except as expressly provided in this Agreement.

Section 3.10 Loans From Members. Loans by Members to the Company shall not be considered Capital Contributions. Subject to the provisions of Section 3.01, the amount of any such loans shall be a debt of the Company to such Member and shall be payable or collectible in accordance with the terms and conditions upon which such loans are made.

Section 3.11 Repurchase or Redemption of Newco Equity Securities. If at any time any shares of Class A Common Stock are to be repurchased or redeemed (whether by exercise of a put or call, automatically or by means of any other arrangement) by Newco for cash using the proceeds of redemptions of Common Units, then the Managing Member shall cause the Company to repurchase or redeem a number of Common Units held by Newco Group Members equal to the number of shares of Class A Common Stock so repurchased or redeemed *multiplied by* the inverse of the Exchange Rate, at an aggregate repurchase or redemption price equal to the aggregate repurchase or redemption price of the shares of Class A Common Stock being repurchased or redeemed (plus any expenses related thereto) and upon such other terms as are the same for the Class A Common Stock being repurchased or redeemed. The Company shall indemnify Newco for any taxes incurred by the Newco Group Members resulting from or arising out of an acquisition by the Company of Common Units pursuant to this Section 3.11. This provision shall be applied to Equity Securities other than Class A Common Stock in a manner consistent with the foregoing, *mutatis mutandis*.

ARTICLE IV

DISTRIBUTIONS

Section 4.01 Distributions.

(a) *Distributions*. To the extent permitted by applicable Law and hereunder, Distributions to Members in respect of any class or series of Units may be declared by the Managing Member out of funds or property legally available therefor in such amounts and on such terms (including the payment dates of such Distributions) as the Managing Member shall determine using such record date as the Managing Member may designate, and any such Distributions shall be made to the Members that hold such class or series of Units as of the close of business on such record date on a pro rata basis in accordance with each Member's Percentage Interest with respect to such class or series of Units as of the close of business on such record date; *provided*, *however*, that the Managing Member shall have the obligation to make Distributions as set forth in Sections 4.01(b) and 13.02; and *provided further* that, notwithstanding any other provision herein to the contrary, no Distributions shall be made to any Member to the extent such Distribution would render the Company insolvent. For purposes of the foregoing sentence, insolvency means the inability of the Company to meet its payment obligations when due. Promptly following the designation of a record date and the declaration of a Distribution pursuant to this Section 4.01(a), the Managing Member shall give notice to each Member of the record date, the amount and the terms of the Distribution and the payment date thereof. In furtherance of the foregoing, it is intended that the Managing Member shall, to the extent permitted by applicable Law and hereunder, have the right in its sole discretion to make Distributions to the Members pursuant to this Section 4.01(a) in such amounts as shall enable Newco and the Newco Group Members to pay dividends or to meet their obligations, including their obligations pursuant to the Tax Matters Agreement (to the extent such obligations are not otherwise able to be satisfied as a result of Tax Distributions required to be made pursuant to Section 4.01(b)).

(b) *Tax Distributions*.

(i) On or about each date (a "Tax Distribution Date") that is five (5) Business Days prior to each due date for a tax return of Newco or a Newco Group Member, as determined without regard to extensions, or other date on which Newco is required to satisfy a tax liability (including as a result of any audit or other proceeding or pursuant to the Tax Matters Agreement), the Company shall be required to (x) make a Distribution to the Newco Group Members such that the Newco Group Members receive the amount required to enable Newco or the Newco Group Member to meet its tax obligations, including its obligations pursuant to the Tax Matters Agreement, due on such date (a "Newco Group Members Tax Distribution") and (y) make a Distribution to each Member other than the Newco Group Members so that the Distributions made to the Newco Group Members under clause (x) and the Distributions made to each other Newco Group Member under this clause (y) are in accordance with the Members' respective Percentage Interests on the applicable Tax Distribution Date (a "Member Tax Distribution" and, together with Newco Group Members Tax Distributions, "Tax Distributions").

(ii) If, on a Tax Distribution Date, there are insufficient funds on hand to distribute to the Members the full amount of the Tax Distributions to which such Members are otherwise entitled, Newco Group Members Tax Distributions shall be made in full (to the extent of available funds) and Member Tax Distributions shall be made to the Members to the extent of available funds remaining after such Newco Group Members Tax Distributions in accordance with the Members' Percentage Interests and the Company shall make future Distributions to the Members as soon as funds become available in a manner such that each Member has received the same aggregate Tax Distributions such Member would have received if there had been sufficient funds available on the applicable Tax Distribution Date to make the full amount of Tax Distributions required to have been made under Section 4.01(b)(i) on such Tax Distribution Date.

(iii) The amount of any Tax Distribution to a Member pursuant to this Section 4.01(b) shall be treated as having been made pursuant to Section 4.01(a) and shall reduce the amounts that otherwise would be distributed to the Members pursuant to Section 4.01(a).

Section 4.02 Sharing Payments.

(a) To the extent permitted by applicable Law and hereunder, the Company shall make Sharing Payments out of funds or property legally available therefor in such amounts and on such terms set forth in this Section 4.02; provided that, the Company shall not make a Sharing Payment (i) at any time when a Member has not received all of the Tax Distributions to which it is entitled or (ii) when the Company, in its reasonable discretion, determines that making a Sharing Payment could compromise its ability to make in full the Tax Distributions with respect to the next Tax Distribution Date. Amounts paid pursuant to this Section 4.02 are intended to constitute "guaranteed payments" within the meaning of Section 707(c) of the Code and shall not be treated as distributions for purposes of computing the recipients' Capital Accounts.

(b) Following a Sharing Payment to a Member of a Group, the Managing Member shall reduce subsequent Distributions pursuant to Section 4.01(a) to which the Members of the other Group are otherwise entitled by an amount equal to the aggregate amount of the deductions that are specially allocated to such Members of the other Group with respect to such Sharing Payment, as determined pursuant to Section 5.03(h). Such reduction in Distributions shall be given effect with respect to the earliest Distributions made pursuant to Section 4.01(a) following the payment of the Sharing Payment. If (i) a transferee is treated as acquiring a Member's Company Interest pursuant to an Exchange in accordance with the Exchange Agreement and, after such Exchange, such Member continues to hold one or more Common Units, and (ii) such transferring Member has not yet suffered all of the reduction in its Distributions required by this Section 4.02(b), such reduction in Distributions shall apply solely with respect to such Member's retained Units and shall not apply with respect to the Exchanged Units; provided, that if a Member makes a contribution to the Company pursuant to Section 5.01(d), Distributions to such Member shall not be reduced by this Section 4.02(b) by the amount of such contribution.

(c) The Sharing Payment due to a Member shall be paid within 10 days of the relevant Determination Date (as defined in the Tax Matters Agreement).

Section 4.03 Restricted Distributions. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make any Distribution or Sharing Payment to any Member on account of any Company Interest if such Distribution or Sharing Payment would violate any applicable Law.

ARTICLE V

CAPITAL ACCOUNTS; ALLOCATIONS; TAX MATTERS

Section 5.01 Capital Accounts.

(a) A separate capital account ("Capital Account") shall be maintained for each Member in accordance with Section 704(b) of the Code, and the Treasury Regulations promulgated thereunder including Treasury Regulations Section 1.704-1(b)(2)(iv). The Capital Account of each Member as of the date hereof shall be the dollar value set forth opposite the Member's name on the Schedule of Members.

(b) Subject to the provisions of Section 5.01(a), the Capital Account for each Member shall consist of the Member's initial Capital Contribution (actual or deemed), increased by any additional Capital Contributions made by the Member, by the Member's share of all items of Net Income allocated pursuant to Section 5.02 and any items in the nature of income or gain which are specially allocated pursuant to Section 5.03 and by the amount of any Company liabilities which the Member is deemed to assume or which are secured by any Company property distributed to the Member, and decreased by the Member's share of all items of Net Loss allocated pursuant to Section 5.02 and any items in the nature of loss or deduction which are specifically allocated pursuant to Section 5.03, by any Distributions to the Member and by the amount of any liabilities of the Member which the Company is deemed to assume or which are secured by property contributed by the Member to the Company. A transferee of a Member's Company Interest (or a portion thereof) shall succeed to the Capital Account of such Member (or the pro rata or other appropriate portion thereof, as applicable); provided that if (i) the transferee is treated as acquiring the Member's Company Interest pursuant to an Exchange in accordance with the Exchange Agreement and, after such Exchange, such Member continues to hold one or more Common Units, and (ii) such Member's Capital Account was previously reduced by reason of Section 5.03(h), (A) the amount of the Capital Account of such Member that the transferee succeeds to shall be determined by assuming that such reductions to the Member's Capital Account had not occurred except to the extent of any corresponding reductions in distributions to such Member pursuant to Section 4.02(b), and (B) the remaining Capital Account of such Member shall be equal to the difference, which can be positive or negative, between (x) such Member's actual Capital Account immediately prior to the acquisition by the transferee and (y) the amount allocated to the transferee pursuant to clause (A).

(c) No interest shall be paid on the initial Capital Contributions or on any subsequent Capital Contributions. No amount distributed pursuant to Section 4.01 of this Agreement shall constitute a payment under Code Section 707(a) or Section 707(c).

(d) Notwithstanding Section 3.08, to the extent that a reduction in a Member's Capital Account pursuant to Section 5.01(b)(ii)(B) would cause such Member to have a deficit in its Capital Account balance, such Member shall contribute to the capital of the Company the amount necessary to restore such deficit balance to zero. For the avoidance of doubt, the aggregate amount required to be contributed to the capital of the Company pursuant to this Section 5.01(d) by any Member shall not exceed the excess (if any) of (i) the aggregate amount specially allocated to such Member under Section 5.03(h) over (ii) the aggregate reductions in distributions to such Member pursuant to Section 4.02.

Section 5.02 Allocations. Subject to the other provisions of this Article V, Net Income, Net Loss, and, to the extent necessary, individual items of income (including gross income), gain, loss or deduction of the Company, for each Fiscal Period shall be allocated among the Members so that the Capital Account of each Member, after making such allocation, is, or is as nearly as possible, equal (or in proportion thereto, if the total amount to be allocated is insufficient) to the Distributions that would be made to such Member if the Company were dissolved, its affairs wound up, and its assets other than money sold for cash equal to their respective Gross Asset Values (which, for the avoidance of doubt, shall not be booked up or written down to fair market value for this purpose outside of an actual liquidation), all Company liabilities were satisfied (limited with respect to each nonrecourse liability to the Gross Asset Value of the assets securing such liability), and the net assets of the Company (if any) were distributed to the Members in accordance with Section 13.02 immediately after making such allocation. For purposes of, and prior to, making allocations under this Section 5.02, (x) Capital Accounts shall be reduced by any Distributions made with respect to the Fiscal Period, (y) Capital Accounts shall be adjusted for any special allocations required pursuant to Section 5.03 with respect to the Fiscal Period, and (z) each Member's Capital Account balance shall be deemed to be increased by such Member's share of Company Minimum Gain and Member Nonrecourse Debt Minimum Gain.

Section 5.03 Special Allocations. Notwithstanding anything to the contrary in Section 4.01, the following special allocations will apply.

(a) Except as otherwise provided in Treasury Regulations Section 1.704-2(f), notwithstanding any other provision of this Article V, if there is a net decrease in Company Minimum Gain during any Fiscal Period, each Member shall be specially allocated items of Company income and gain for such Fiscal Period (and, if necessary, subsequent Fiscal Periods) in an amount that equals such Member's share of the net decrease in Company Minimum Gain, determined in accordance with Treasury Regulations Section 1.704-2(g). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to such sentence. The items to be allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(f)(6) and 1.704-2(j)(2). This Section 5.03(a) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(f) and shall be interpreted consistently therewith.

(b) Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Article V, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Period, each Member that has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Period (and, if necessary, subsequent Fiscal Periods) in an amount that equals such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain that is attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant to such sentence. The items to be allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). This Section 5.03(b) is intended to comply with the minimum gain chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

(c) In accordance with Treasury Regulations Section 1.704-2, any Nonrecourse Deductions for any Fiscal Period shall be specially allocated among the Members in accordance with the Members' respective Percentage Interests.

(d) Any Member Nonrecourse Deductions for any Fiscal Period shall be specially allocated to the Member who bears the economic risk of loss with respect to the Member Nonrecourse Debt to which such Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations Section 1.704-2(i)(1).

(e) If any Member unexpectedly received any adjustments, allocations, or distributions described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5) or (6) items of Company income and gain shall be specially allocated to such Member in an amount and manner sufficient to eliminate the deficit balance in such Member's Adjusted Capital Account Balance created by such adjustments, allocations or distributions as promptly as possible; *provided* that an allocation pursuant to this Section 5.03(e) shall be made only to the extent that a Member would have a deficit Adjusted Capital Account Balance in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if this Section 5.03(e) were not in this Agreement. This Section 5.03(e) is intended to comply with the "qualified income offset" requirement of Treasury Regulations Section 1.704-1(b)(2)(ii)(d) and shall be interpreted consistently therewith.

(f) If any Member has a deficit Capital Account at the end of any Fiscal Period which is in excess of the sum of (i) the amount such Member is obligated to restore, if any, pursuant to any provision of this Agreement, and (ii) the amount such Member is deemed to be obligated to restore pursuant to the penultimate sentences of Treasury Regulations Section 1.704-2(g)(1) and 1.704-2(i)(5), each such Member shall be specially allocated items of Company income and gain in the amount of such excess as quickly as possible; *provided* that an allocation pursuant to this Section 5.03(f) shall be made only if and to the extent that a Member would have a deficit Capital Account in excess of such sum after all other allocations provided for in this Article V have been tentatively made as if Section 5.03(e) and this Section 5.03(f) were not in this Agreement.

(g) The allocations set forth in Section 5.03(a)-(f), inclusive (the "Regulatory Allocations"), are intended to comply with certain requirements of Treasury Regulations Sections 1.704-1(b) and 1.704-2. It is the intent of the Members that, to the extent possible, all Regulatory Allocations shall be offset either with other Regulatory Allocations or with special allocations of other items of Company income, gain, loss or deduction pursuant to this Section 5.03. Therefore, notwithstanding any other provision of this Section 5.03 (other than the Regulatory Allocations) to the contrary, the Managing Member shall make such offsetting special allocations of income, gain, loss or deduction in whatever manner it determines appropriate so that, after such offsetting allocations are made, each Member's Capital Account balance is, to the extent possible, equal to the Capital Account balance such Member would have had if the Regulatory Allocations were not part of the Agreement and all Company items were allocated pursuant to the general allocation provisions.

(h) The Company shall specially allocate the deduction for each Sharing Payment that accrues pursuant to Section 4.02 to the Members of the Group that does not include the Member that received the Sharing Payment, in accordance with the relative Percentage Interests of such Members.

(i) The Company shall make an election pursuant to Section 754 of the Code effective for the Company taxable year that includes the date hereof and all future taxable years. Pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(m), to the extent an adjustment to the adjusted tax basis of any Company asset under Code Section 734(b) or 743(b) is required to be taken into account in determining Capital Accounts, the amount of such adjustment to the Capital Accounts shall be treated as an item of gain (if the adjustment increases the basis of the asset) or loss (if the adjustment decreases such basis), and such gain or loss shall be specially allocated to the Members in a manner that is consistent with the manner in which their Capital Accounts are required to be adjusted pursuant to such Treasury Regulations.

Section 5.04 Tax Allocations.

(a) Except as otherwise provided in Section 5.04(b), as of the end of each Fiscal Period, items of Company income, gain, loss, deduction, and expense shall be allocated for federal, state, and local income tax purposes among the Members in the same manner as the income, gain, loss, deduction, and expense of which such items are components were allocated to Capital Accounts pursuant to this Article V.

(b) In accordance with Code Sections 704(b) and 704(c) and the Treasury Regulations promulgated thereunder, Company income, gains, deductions, and losses with respect to any property contributed to the capital of the Company shall be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its fair market value at that time (to be computed in accordance with Treasury Regulations). If Company property is revalued in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(f) at any time, subsequent allocations of Company income, gains, deductions and losses with respect to such property's revaluation and its adjusted basis for federal income tax purposes in the same manner as the variation is taken into consideration under Code Section 704(c) and the Treasury Regulations thereunder. The Managing Member shall (i) select methods under Code Section 704(c) in accordance with Section 8.03 of the Tax Matters Agreement and (ii) apply the principles of Treasury Regulations Section 1.704-3(a)(9) with respect to any partnership interest held directly by the Company or indirectly through pass-through entities.

Section 5.05 Indemnification and Reimbursement for Payments on Behalf of a Member. If the Company or any of its Subsidiaries is obligated to pay any amount to a Governmental Entity (or otherwise makes a payment to a Governmental Entity) that is specifically attributable to a Member or a Member's status as such (including federal withholding taxes, state personal property taxes and state unincorporated business taxes, but excluding payments such as professional association fees and the like made voluntarily by the Company or any of its Subsidiaries on behalf of any Member based upon such Member's status as an employee of the Company or any of its Subsidiaries), then such Member shall indemnify the Company or its Subsidiary in full for the entire amount paid (including interest, penalties and related expenses). The Managing Member may offset Distributions to which a Member is otherwise entitled under this Agreement against such Member's obligation to indemnify the Company or its Subsidiary under this Section 5.05. A Member's obligation to make contributions to the Company or any of its Subsidiaries under this Section 5.05 shall survive the termination, dissolution, liquidation and winding up of the Company and its Subsidiaries, and for purposes of this Section 5.05, the Company and its Subsidiaries shall be treated as continuing in existence. Each Member hereby agrees to furnish to the Company or its Subsidiaries such information and forms as required or reasonably requested in order to comply with any laws and regulations governing withholding of tax or in order to claim any reduced rate of, or exemption from, withholding to which the Member is legally entitled.

ARTICLE VI

MANAGEMENT

Section 6.01 Authority of Managing Member.

(a) Except for situations in which the approval of any Member(s) is specifically required by this Agreement, (i) all management powers over the business and affairs of the Company shall be exclusively vested in EHHC NewCo, LLC, as the sole managing member of the Company (EHHC NewCo, LLC, in such capacity, the "Managing Member") and (ii) the Managing Member shall conduct, direct and exercise full control over all activities of the Company. The Managing Member shall be the "Manager" of the Company for the purposes of the DLLCA. Except as otherwise expressly provided for herein and subject to the other provisions of this Agreement, the Members hereby consent to the exercise by the Managing Member of all such powers and rights conferred on the Members by the DLLCA with respect to the management and control of the Company. Any vacancies in the position of Managing Member shall be filled in accordance with Section 6.04.

(b) The day-to-day business and operations of the Company shall be overseen and implemented by officers of the Company (each, an "Officer" and collectively, the "Officers"), subject to the limitations imposed by the Managing Member. An Officer may, but need not, be a Member. Each Officer shall be appointed by the Managing Member and shall hold office until his or her successor shall be duly designated and shall qualify or until his or her death or until he or she shall resign or shall have been removed in the manner hereinafter provided. Any one Person may hold more than one office.

Subject to the other provisions in this Agreement (including in Section 6.07 below), the salaries or other compensation, if any, of the Officers of the Company shall be fixed from time to time by the Managing Member. The authority and responsibility of the Officers shall include such duties as the Managing Member may, from time to time, delegate to them and the carrying out of the Company's business and affairs on a day-to-day basis. The initial officers of the Company shall be those persons appointed and designated by the Managing Member on the date hereof. All Officers shall be, and shall be deemed to be, officers and employees of the Company. An Officer may also perform one or more roles as an officer of the Managing Member.

(c) The Managing Member shall have the power and authority to effectuate the sale, lease, transfer, exchange or other disposition of any, all or substantially all of the assets of the Company (including the exercise or grant of any conversion, option, privilege or subscription right or any other right available in connection with any assets at any time held by the Company) or the merger, consolidation, reorganization or other combination of the Company with or into another entity.

Section 6.02 Actions of the Managing Member. The Managing Member may act through any Officer or through any other Person or Persons to whom authority and duties have been delegated pursuant to Section 6.07.

Section 6.03 Resignation; No Removal. The Managing Member may resign at any time by giving written notice to the Members. Unless otherwise specified in the notice, the resignation shall take effect upon receipt thereof by the Members, and the acceptance of the resignation shall not be necessary to make it effective. For the avoidance of doubt, the Members (other than Newco) have no right under this Agreement to remove or replace the Managing Member.

Section 6.04 Vacancies. Vacancies in the position of Managing Member occurring for any reason shall be filled by Newco (or, if Newco has ceased to exist without any successor or assign, then by the holders of a majority in interest of the voting capital stock of Newco immediately prior to such cessation). For the avoidance of doubt, the Members (other than Newco) have no right under this Agreement to fill any vacancy in the position of Managing Member.

Section 6.05 Transactions Between the Company, the Managing Member and Affiliates. The Managing Member may cause the Company to contract and deal with any Subsidiary of the Company on such terms as the Managing Member, the Company or such Subsidiary, as applicable, shall determine. Subject to Section 4.5 of the Stockholders Agreement, the Managing Member may cause the Company to contract and deal with any Affiliate of the Managing Member which is not a Subsidiary of the Company, *provided* such contracts and dealings are on arm's length terms and are in the best interests of the Company.

Section 6.06 Reimbursement for Expenses. The Managing Member shall not be compensated for its services as Managing Member of the Company except as expressly provided in this Agreement. The Members acknowledge and agree that, upon the effective time of the Second Merger (as defined in the Transaction Agreement), Newco's Class A Common Stock will be publicly traded and therefore Newco will have access to the public capital markets and that such status and the services performed by the Managing Member will inure to the benefit of the Company and all Members; therefore, the Managing Member shall be reimbursed by the Company for any expenses incurred on behalf of Newco, the Newco Group Members, or the Company, including all fees, expenses and costs of Newco being a public company (including public reporting obligations, proxy statements, stockholder meetings, stock exchange fees, transfer agent fees, SEC and FINRA filing fees and offering expenses) and maintaining its corporate existence. To the extent practicable, expenses incurred by the Managing Member on behalf of or for the benefit of the Company shall be billed directly to and paid by the Company and, if and to the extent any reimbursements to the Managing Member by the Company pursuant to this Section 6.06 constitute gross income to such Person (as opposed to the repayment of advances made by the Managing Member on behalf of the Company), such amounts shall be treated as "guaranteed payments" within the meaning of Section 707(c) of the Code and shall not be treated as Distributions for purposes of computing the Members' Capital Accounts.

Section 6.07 Delegation of Authority. The Managing Member (a) may, from time to time, delegate to one or more Persons such authority and duties as the Managing Member may deem advisable, and (b) may assign titles (including chief executive officer, president, chief executive officer, chief financial officers, chief operating officer, vice president, secretary, assistant secretary, treasurer or assistant treasurer) and delegate certain authority and duties to such Persons as the same may be amended, restated, supplemented and/or otherwise modified from time to time. Any number of titles may be held by the same individual. The salaries or other compensation, if any, of such agents of the Company shall be fixed from time to time by the Managing Member, subject to the other provisions in this Agreement.

Section 6.08 Limitation of Liability of Managing Member.

(a) Except as otherwise provided herein or in an agreement entered into by such Person and the Company, neither the Managing Member nor any of the Managing Member's Affiliates shall be liable to the Company or to any Member that is not the Managing Member for any act or omission performed or omitted by the Managing Member in its capacity as the sole managing member of the Company pursuant to authority granted to the Managing Member by this Agreement or the DLLCA; *provided, however*, that, except as otherwise provided herein, such limitation of liability shall not apply to the extent the act or omission was attributable to the Managing Member's gross negligence, willful misconduct or knowing violation of Law or for any present or future breaches of any representations, warranties or covenants by the Managing Member or its Affiliates contained herein or in the other agreements with the Company. The Managing Member may exercise any of the powers granted to it by this Agreement and perform any of the duties imposed upon it hereunder either directly or by or through its agents, and shall not be responsible for any misconduct or negligence on the part of any such agent (so long as such agent was selected in good faith and with reasonable care). The Managing Member shall be entitled to rely upon the advice of legal counsel, independent public accountants and other experts, including financial advisors, and any act of or failure to act by the Managing Member in good faith reliance on such advice shall in no event subject the Managing Member to liability to the Company or any Member that is not the Managing Member.

(b) Whenever in this Agreement the Managing Member is permitted or required to take any action or to make a decision in its "sole discretion" or "discretion," or under a grant of similar authority or latitude, the Managing Member shall be entitled to consider such interests and factors as it desires, including its own interests, and shall, to the fullest extent permitted by applicable Law, have no duty or obligation to give any consideration to any interest of or factors affecting the Company or other Members (*provided* that, for the avoidance of doubt, nothing in this Section 6.08(b) shall limit or otherwise affect the obligations of the parties under the Stockholders Agreement).

(c) Whenever in this Agreement the Managing Member is permitted or required to take any action or to make a decision in its "good faith" or under another express standard, the Managing Member shall act under such express standard and, to the extent permitted by applicable Law, shall not be subject to any other or different standards imposed by this Agreement or any other agreement contemplated herein, and, notwithstanding anything contained herein to the contrary, so long as the Managing Member acts in good faith, the resolution, action or terms so made, taken or provided by the Managing Member shall not constitute a breach of this Agreement or impose liability upon the Managing Member or any of the Managing Member's Affiliates (*provided* that, for the avoidance of doubt, nothing in this Section 6.08(c) shall limit or otherwise affect the obligations of the parties under the Stockholders Agreement).

Section 6.09 Investment Company Act. The Members shall use their respective best efforts to ensure that the Company shall not be subject to registration as an investment company pursuant to the Investment Company Act.

Section 6.10 Outside Activities of the Managing Member. Neither Newco nor the Newco Group Members shall, directly or indirectly, enter into or conduct any business or operations, other than in connection with (a) the ownership, acquisition and disposition of Common Units, (b) the management of the business and affairs of the Company and its Subsidiaries, (c) the operation of Newco as a reporting company with a class (or classes) of securities registered under Section 12 of the U.S. Securities Exchange Act of 1934, and listed on a securities exchange, (d) the offering, sale, syndication, private placement or public offering of stock, bonds, securities or other interests, (e) financing or refinancing of any type related to the Company, its Subsidiaries or their assets or activities, and (f) such activities as are incidental to the foregoing; *provided, however*, that, except as otherwise provided herein, the net proceeds of any financing raised by the Newco or the Newco Group Members pursuant to the preceding clauses (d) and (e) shall be made available to the Company, whether as Capital Contributions, loans or otherwise, as appropriate, and, *provided further*, that Newco and the Newco Group Members may, in their sole and absolute discretion, from time to time hold or acquire assets in its own name or otherwise other than through the Company and its Subsidiaries so long as the Newco Group Members take commercially reasonable measures to ensure that the economic benefits and burdens of such assets are otherwise vested in the Company or its Subsidiaries, through assignment, mortgage loan or otherwise or, if it is not commercially reasonable to vest such economic interests in the Company or any of its Subsidiaries, the Members shall negotiate in good faith to amend this Agreement to reflect such activities and the direct ownership of assets by the Newco Group Members. Nothing contained herein shall be deemed to prohibit Newco or the Newco Group Members from executing any guarantee of indebtedness of the Company or its Subsidiaries.

Section 6.11 Corporate Opportunities.

(a) In recognition and anticipation (i) that the Company will not be a wholly-owned subsidiary of GE and that GE will be a significant stockholder of the Company, (ii) that directors, officers and/or employees of GE may serve as directors, managers and/or officers of the Company, (iii) that, subject to any contractual arrangements that may otherwise from time to time be agreed to between GE, the Company and/or Newco, including the Stockholders Agreement, GE may engage in the same, similar or related lines of business as those in which the Company, directly or indirectly, may engage and/or other business activities that overlap with or compete with those in which the Company, directly or indirectly, may engage, (iv) that GE may have an interest in the same areas of corporate opportunity as the Company and Affiliated Companies thereof, and (v) that, as a consequence of the foregoing, it is in the best interests of the Company that the respective rights and duties of the Company and of GE, and the duties of any directors, managers and/or officers of the Company who are also directors, officers and/or employees of GE be determined and delineated in respect of any transactions between, or opportunities that may be suitable for both, the Company and Affiliated Companies thereof, on the one hand, and GE, on the other hand, the sections of this Section 6.11 shall to the fullest extent permitted by Law regulate and define the conduct of certain of the business and affairs of the Company in relation to GE and the conduct of certain affairs of the Company as they may involve GE and its directors, officers and/or employees, and the powers, rights, duties and liabilities of the Company and its officers, directors, managers and unitholders in connection therewith. To the fullest extent permitted by Law, any Person purchasing or otherwise acquiring any Units, or any interest therein, shall be deemed to have notice of and to have consented to the provisions of this Section 6.11.

(b) Newco has entered into the Stockholders Agreement with GE, and, subject to the Stockholders Agreement, the Company may from time to time enter into and perform, and cause or permit any Affiliated Company of the Company to enter into and perform, one or more agreements (or modifications or supplements to pre-existing agreements) with GE pursuant to which the Company or an Affiliated Company thereof, on the one hand, and GE, on the other hand, agree to engage in transactions of any kind or nature with each other and/or agree to compete, or to refrain from competing or to limit or restrict their competition, with each other, including to allocate and to cause their respective directors, managers, officers and/or employees (including any who are directors, managers, officers and/or employees of both) to allocate opportunities between or to refer opportunities to each other. Subject to Section 6.11(d), and except as otherwise agreed in writing (including in the Stockholders Agreement), no such agreement, or the performance thereof by the Company or any Affiliated Company thereof, or GE, shall to the fullest extent permitted by Law be considered contrary to (i) any fiduciary duty that GE may owe to the Company or any Affiliated Company thereof or to any Member or other owner of an equity interest in the Company or an Affiliated Company thereof by reason of GE being a controlling or significant equityholder of the Company of any Affiliated Company thereof or participating in the control of the Company or of any Affiliated Company thereof or (ii) any fiduciary duty owed by any director, manager and/or officer of the Company or any Affiliated Company thereof who is also a director, manager, officer and/or employee of GE to the Company or such Affiliated Company, or to any equityholder thereof.

Subject to Section 6.11(d), to the fullest extent permitted by Law, GE, as a Member of the Company or as an equityholder of any Affiliated Company thereof, or as a participant in control of the Company or any Affiliated Company thereof, shall not have or be under any fiduciary duty to refrain from entering into any agreement or participating in any transaction referred to above, and no manager and/or officer of the Company who is also a director, officer and/or employee of GE shall have or be under any fiduciary duty to the Company or any Affiliated Company thereof to refrain from acting on behalf of the Company or any Affiliated Company thereof or of GE in respect of any such agreement or transaction or performing any such agreement in accordance with its terms.

(c) Except as otherwise agreed in writing between the Company and GE, including in the Stockholders Agreement, and subject to Section 6.11(d), GE shall to the fullest extent permitted by Law have no duty to refrain from (i) engaging in the same or similar activities or lines of business as the Company or (ii) doing business with any client, customer or vendor of the Company, and (except as provided in Section 6.11(d)) neither GE nor any officer, director and/or employee thereof shall to the fullest extent permitted by Law be deemed to have breached its fiduciary duties, if any, to the Company solely by reason of GE's engaging in any such activity. Except as otherwise agreed in writing between the Company and GE, in the event that GE acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Company and GE, GE shall to the fullest extent permitted by Law have fully satisfied and fulfilled its fiduciary duty with respect to such corporate opportunity, and the Company to the fullest extent permitted by Law renounces any interest or expectancy in such business opportunity and waives any claim that such business opportunity constituted a corporate opportunity that should have been presented to the Company or any Affiliated Company thereof, if GE acts in a manner consistent with the following policy: if GE acquires knowledge of a potential transaction or matter that may be a corporate opportunity for both the Company and GE, such corporate opportunity shall belong to GE unless such opportunity was expressly offered to GE in its capacity as a Member of the Company. In the case of any corporate opportunity in which the Company has renounced its interest and expectancy in the previous sentence, GE shall to the fullest extent permitted by Law not be liable to the Company or its Members for breach of any fiduciary duty as a stockholder of the Company by reason of the fact that GE acquires or seeks such corporate opportunity for itself, directs such corporate opportunity to another Person, or otherwise does not communicate information regarding such corporate opportunity to the Company.

(d) For purposes of this Section 6.11, (1) "Affiliated Company" in respect of the Company shall mean any entity controlled by the Company, (2) "corporate opportunities" shall include, but not be limited to, business opportunities that the Company is financially able to undertake, which are, from their nature, in the line of the Company's business, are of practical advantage to it and are ones in which the Company, but for Section 6.11(c), would have an interest or a reasonable expectancy, and in which, by embracing the opportunities, the self-interest of GE or its directors, officers and/or employees will be brought into conflict with that of the Company, and (3) "GE" shall mean GE and its Affiliates (other than the Managing Member, the Company and any entity that is controlled by the Managing Member or the Company).

(e) Newco will conduct the operations of Newco and its Subsidiaries through the Company and the Company's Subsidiaries.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF MEMBERS

Section 7.01 Limitation of Liability and Duties of Members.

(a) Except as provided in this Agreement or in the DLLCA, no Member (including the Managing Member) shall be obligated personally for any debts, obligation or liability solely by reason of being a Member or acting as the Managing Member of the Company. Notwithstanding anything contained herein to the contrary, the failure of the Company to observe any formalities or requirements relating to the exercise of its powers or management of its business and affairs under this Agreement or the DLLCA shall not be grounds for imposing personal liability on the Members for liabilities of the Company.

(b) In accordance with the DLLCA and the laws of the State of Delaware, a Member may, under certain circumstances, be required to return amounts previously distributed to such Member. To the extent that a Member may be obligated under the DLLCA or other Delaware law to return to or for the benefit of the Company any Distribution made by the Company to or for the benefit of such Member, to the fullest extent permitted by Law, such obligation shall be deemed to be compromised within the meaning of Section 18-502(b) of the DLLCA so that, except as required by Law, the Members to whom money or property is distributed shall not be obligated to return such money or property to the Company or any other Person. However, if any court of competent jurisdiction holds that, notwithstanding the provisions of this Agreement, any Member is obligated to make any such payment, such obligation shall be the obligation of such Member and not of any other Member.

(c) Notwithstanding any other provision of this Agreement (subject to Section 6.08 with respect to the Managing Member), to the extent that, at Law or in equity, any Member (or any Member's Affiliate or any Managing Member, managing member, general partner, director, officer, employee, agent, fiduciary or trustee of any Member or of any Affiliate of a Member) has duties (including fiduciary duties) to the Company, to the Managing Member, to another Member, to any Person who acquires an interest in a Company Interest or to any other Person bound by this Agreement, all such duties (including fiduciary duties) are hereby eliminated, to the fullest extent permitted by law, and replaced with the duties or standards expressly set forth herein, if any. The elimination of duties (including fiduciary duties) to the Company, the Managing Member, each of the Members, each other Person who acquires an interest in a Company Interest and each other Person bound by this Agreement and replacement thereof with the duties or standards expressly set forth herein, if any, are approved by the Company, the Managing Member, each of the Members, each other Person who acquires an interest in a Company Interest and each other Person bound by this Agreement.

Section 7.02 Lack of Authority. No Member, other than the Managing Member or a duly appointed Officer, in each case in its capacity as such, has the authority or power to act for or on behalf of the Company, to do any act that would be binding on the Company or to make any expenditure on behalf of the Company. The Members hereby consent to the exercise by the Managing Member and the Officers of the powers conferred on them by Law and this Agreement.

Section 7.03 No Right of Partition. No Member, other than the Managing Member, shall have the right to seek or obtain partition by court decree or operation of Law of any Company property, or the right to own or use particular or individual assets of the Company.

Section 7.04 Indemnification.

(a) Subject to Section 5.05, the Company hereby agrees to indemnify and hold harmless any Person (each an "Indemnified Person") to the fullest extent permitted under the DLLCA, as the same now exists or may hereafter be amended, substituted or replaced (but, in the case of any such amendment, substitution or replacement, only to the extent that such amendment, substitution or replacement permits the Company to provide broader indemnification rights than the Company is providing immediately prior to such amendment), against all expenses, liabilities, damages, and losses (including attorneys' fees, judgments, amounts paid in settlement, fines, interest or penalties) incurred or suffered by such Person (or one or more of such Person's Affiliates) by reason of the fact that such Person is or was a Member or Affiliate thereof or is or was serving as the Managing Member or an Affiliate thereof or is or was an Officer of the Company or any of its direct or indirect subsidiaries or, while an officer of the Company or any of its direct or indirect subsidiaries, is or was serving at the request of the Company or any of its direct or indirect subsidiaries as an officer, director, principal, member, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise; *provided*, *however*, that no Indemnified Person shall be indemnified for (i) any expenses, liabilities, damages and losses suffered that are attributable to such Indemnified Person's or its Affiliates' gross negligence, willful misconduct or knowing violation of Law or for any present or future breaches of any representations, warranties or covenants by such Indemnified Person or its Affiliates contained herein or in the other agreements with the Company or (ii) for the avoidance of doubt, any taxes or related interest or penalties imposed on such Indemnified Person, including, with respect to any Member, as a result of any allocations to such Member pursuant to Section 5.04. Expenses, including attorneys' fees, incurred by any such Indemnified Person in defending a proceeding shall be paid by the Company in advance of the final disposition of such proceeding, including any appeal therefrom, upon receipt of an undertaking by or on behalf of such Indemnified Person to repay such amount if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified by the Company.

(b) The right to indemnification and the advancement of expenses conferred in this Section 7.04 shall not be exclusive of any other right which any Person may have or hereafter acquire under any statute, agreement, bylaw, action by the Managing Member or otherwise.

(c) The Company shall maintain directors' and officers' liability insurance, or substantially equivalent insurance, at its expense, to protect any Indemnified Person against any expense, liability or loss described in Section 7.04(a) whether or not the Company would have the power to indemnify such Indemnified Person against such expense, liability, damage or loss under the provisions of this Section 7.04. The Company shall use its commercially reasonable efforts to purchase and maintain property, casualty and liability insurance in types and at levels customary for companies of similar size engaged in similar lines of business, as determined in good faith by the Managing Member, and the Company shall use its commercially reasonable efforts to purchase directors' and officers' liability insurance (including employment practices coverage) with a carrier and in an amount determined necessary or desirable as determined in good faith by the Managing Member.

(d) If this Section 7.04 or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Company shall nevertheless indemnify and hold harmless each Indemnified Person pursuant to this Section 7.04 to the fullest extent permitted by any applicable portion of this Section 7.04 that shall not have been invalidated and to the fullest extent permitted by applicable Law.

Section 7.05 Members Right to Act. For matters that require the approval of the Members, the Members shall act through meetings and written consents as described in paragraphs (a) and (b) below:

(a) Except as otherwise expressly provided by this Agreement, acts by the Members holding a majority of the Voting Units (which shall in all cases include the Managing Member), voting together as a single class, shall be the acts of the Members. Any Member entitled to vote at a meeting of Members or to express consent or dissent to Company action in writing without a meeting may authorize another Person or Persons to act for it by proxy. An electronic mail or similar transmission by the Member, or a photographic, photostatic, facsimile or similar reproduction of a writing executed by the Member shall (if stated thereon) be treated as a proxy executed in writing for purposes of this Section 7.05(a). No proxy shall be voted or acted upon after eleven (11) months from the date thereof, unless the proxy provides for a longer period. A proxy shall be revocable unless the proxy form conspicuously states that the proxy is irrevocable and that the proxy is coupled with an interest. Should a proxy designate two or more Persons to act as proxies, unless that instrument shall provide to the contrary, a majority of such Persons present at any meeting at which their powers thereunder are to be exercised shall have and may exercise all the powers of voting or giving consents thereby conferred, or, if only one be present, then such powers may be exercised by that one; or, if an even number attend and a majority do not agree on any particular issue, the Company shall not be required to recognize such proxy with respect to such issue if such proxy does not specify how the votes that are the subject of such proxy are to be voted with respect to such issue.

(b) The actions by the Members permitted hereunder may be taken at a meeting called by the Managing Member or by the Members holding a majority of the Voting Units entitled to vote on such matter on at least five (5) Business Days' prior written notice to the other Members entitled to vote, which notice shall state the purpose or purposes for which such meeting is being called. The actions taken by the Members entitled to vote or consent at any meeting (as opposed to by written consent), however called and noticed, shall be as valid as though taken at a meeting duly held after regular call and notice if (but not until), either before, at or after the meeting, the Members entitled to vote or consent as to whom it was improperly held sign a written waiver of notice or a consent to the holding of such meeting or an approval of the minutes thereof.

The actions by the Members entitled to vote or consent may be taken by vote of the Members entitled to vote or consent at a meeting or by written consent, so long as such consent is signed by Members having not less than the minimum number of Units that would be necessary to authorize or take such action at a meeting at which all Members entitled to vote thereon were present and voted. Prompt notice of the action so taken, which shall state the purpose or purposes for which such consent is required and may be delivered via email without a meeting, shall be given to those Members entitled to vote or consent who have not consented in writing; *provided*, *however*, that the failure to give any such notice shall not affect the validity of the action taken by such written consent. Any action taken pursuant to such written consent of the Members shall have the same force and effect as if taken by the Members at a meeting thereof.

Section 7.06 Inspection Rights. The Managing Member may, but shall not be required to, permit any Member and each of its designated representatives to (i) visit and inspect any of the properties of the Company and its Subsidiaries, all at reasonable times and upon reasonable notice, (ii) examine the corporate and financial records of the Company or any of its Subsidiaries and make copies thereof or extracts therefrom, or (iii) consult with the Managing Member, Officers, employees and independent accountants of the Company or any of its Subsidiaries concerning the affairs, finances and accounts of the Company or any of its Subsidiaries. The presentation of an executed written consent of the Managing Member by any Member to the Company's independent accountants shall constitute the Company's permission to its independent accountants to participate in discussions with such Persons and their respective designated representatives. No Member (other than GE), unless permitted by the Managing Member, shall have any inspection rights under Section 18-305 of the DLLCA.

ARTICLE VIII

BOOKS, RECORDS, ACCOUNTING AND REPORTS, AFFIRMATIVE COVENANTS

Section 8.01 Records and Accounting. The Company shall keep, or cause to be kept, appropriate books and records with respect to the Company's business, including all books and records necessary to provide any information, lists and copies of documents required to be provided pursuant to applicable Laws. All matters concerning (a) the determination of the relative amount of allocations and Distributions among the Members pursuant to Articles III and IV and (b) accounting procedures and determinations, and other determinations not specifically and expressly provided for by the terms of this Agreement, shall be determined by the Managing Member, whose determination shall be final and conclusive as to all of the Members absent manifest clerical error.

Section 8.02 Fiscal Year. The Fiscal Year of the Company shall end on December 31 of each year or such other date as may be established by the Managing Member.

ARTICLE IX

TAX MATTERS

Section 9.01 Preparation of Tax Returns.

(a) The Managing Member shall be responsible for the preparation and timely filing of all tax returns required to be filed by the Company, including arranging for the preparation of such tax return by an accounting firm or other qualified adviser; *provided, however*, that prior to filing the Company's Internal Revenue Service Form 1065, any material foreign, state or local income tax return of the Company, or any material franchise tax return of the Company, the Managing Member shall submit such tax return no less than thirty (30) days prior to its due date to GE for its review, and shall not file or cause to be filed any such tax return with the applicable taxing authority without the consent of GE, which consent shall not be unreasonably withheld or delayed. GE may object to the filing of such tax return by delivering a written notice to the Managing Member within ten (10) days of receipt of such tax return from the Company. Such written notice shall specify the item or items included in the tax return disputed by GE. After delivery of such written notice, GE and the Managing Member shall use commercially reasonable efforts to resolve the dispute. If GE and the Managing Member are unable to resolve such dispute within five days, the disputed item or items shall be resolved using the procedures set forth in the Tax Matters Agreement. If GE does not object to the filing of such tax return within ten (10) days of receipt of such tax return from the Managing Member, GE shall be deemed to have consented to the filing of such tax return by the Managing Member. The cost of such preparation and filing shall be borne by the Company.

(b) Except as explicitly set forth in this Agreement, the Managing Member shall make any decisions with respect to tax elections or other decisions relating to taxes of the Company; *provided*, *however*, that in the case of any election that could reasonably be expected to have an adverse effect on the GE Group Members that is material and disproportionate as to its effect on the GE Group Members (as compared to its effect on the Newco Group Members), such election shall not be made without the consent of GE, which consent shall not be unreasonably withheld or delayed. The Managing Member shall cause the Company to furnish to each Member (i) as soon as reasonably practicable after the close of each Fiscal Year such information concerning the Company as is reasonably required for the preparation of such Member's income tax returns and (ii) as soon as reasonably practicable after the close of each of the Company's first three fiscal quarters of each Fiscal Year, such information concerning the Company as is reasonably required to enable the Member to calculate and pay estimated taxes, and (iii) information (including without limitation a Schedule K-1 and any comparable foreign, state and local tax forms) as shall be necessary to enable each Member to prepare its income tax returns and shall provide such information no later than five Business Days after the filing of the Company's appropriate tax returns.

Section 9.02 Tax Controversies. The Managing Member is hereby designated as "tax matters partner" of the Company (the "Tax Matters Partner") for purposes of Section 6231(a)(7) of the Code (as in effect prior to repeal of such section pursuant to the Bipartisan Budget Act of 2015). The Managing Member shall designate the "partnership representative" of the Company (the "Partnership Representative") for purposes of Section 6223 of the Code and all applicable non-U.S. tax purposes. In the event of any examinations of the Company's affairs by tax authorities, including resulting administrative and judicial proceedings, the Managing Member shall control the conduct of such examinations at the Company's expense and to expend Company funds for professional services reasonably incurred in connection therewith; *provided*, that the Managing Member shall promptly provide each other Member a written notice informing the Members that the Company or any of its Subsidiaries, as applicable, is the subject of an examination by a tax authority with respect to a material tax return or that could result in a material amount of taxes (including taxes imposed on Members), shall keep each other Member reasonably informed of material developments relating to such examination and not settle such examination, to the extent relating to a matter that could reasonably be expected to have an adverse effect on any Member that is material and disproportionate as to its effect on other Members or their Affiliates, without the consent of such adversely affected Member, which consent shall not be unreasonably withheld or delayed.

Section 9.03 Member Tax Matters. Each Member agrees that such Member shall not, except as otherwise required by applicable Law, treat, on such Member's separate income tax returns, any item of income, gain, loss, deduction or credit relating to such Member's interest in the Company in a manner inconsistent with the treatment of such item by the Company as reflected in the Form K-1 or other information statement furnished by the Company to such Member pursuant to Section 9.01.

Section 9.04 Partnership Continuation. Each Member agrees that the Company is intended to be treated for U.S. federal and, as applicable, state and local income tax purposes as a continuation of Baker Hughes International Partners Holdings SCS within the meaning of Section 708(a) of the Code and the Treasury regulations promulgated thereunder and any similar provisions of state or local Law, and no such Member shall take any position inconsistent therewith on any tax return.

ARTICLE X

RESTRICTIONS ON TRANSFER OF UNITS; PREEMPTIVE RIGHTS

Section 10.01 Transfers by Members. No holder of Units or shares of Class B Common Stock may Transfer or permit the Transfer of any interest in any Units or shares of Class B Common Stock, except Transfers (a) pursuant to and in accordance with the Exchange Agreement, (b) pursuant to and in accordance with Section 10.02, (c) by the holders of Equity Securities in Newco (other than Class B Common Stock) or (d) approved in writing by the Managing Member. Notwithstanding the foregoing, "Transfer" shall not include an event that terminates the existence of a Member for income tax purposes (including a change in entity classification of a Member under Treasury Regulations Section 301.7701-3, termination of a partnership pursuant to Section 708(b)(1)(B) of the Code, a sale of assets by, or liquidation of, a Member pursuant to an election under Sections 336 or 338 of the Code, or merger, severance, or allocation within a trust or among sub-trusts of a trust that is a Member), but that does not in each case terminate the existence of such Member under applicable state law (or, in the case of a trust that is a Member, does not terminate the trusteeship of the fiduciaries under such trust with respect to all the Company Interests of such trust that is a Member).

Section 10.02 Permitted Transfers. The restrictions contained in Section 10.01 shall not apply to any Transfer (each, together with any Transfer pursuant to and in accordance with the Exchange Agreement, a "Permitted Transfer") pursuant to (i) Section 4.2(a)(iii) of the Stockholders Agreement, (ii) a Transfer by a Member to Newco or any of its Subsidiaries and (iii) a Transfer to an Affiliate of such Member; *provided*, *however*, that (A) the restrictions contained in this Agreement will continue to apply to Units after any Permitted Transfer of such Units, and (B) in the case of the foregoing clause (iii), the transferees of the Units so Transferred shall agree in writing to be bound by the provisions of this Agreement and the Exchange Agreement, the transferor will deliver a written notice to the Company and the Members, which will disclose in reasonable detail the identity of the proposed transferee.

If a Member Transfers Units pursuant to the foregoing clause (iii) and, while the transferee continues to hold any Units, such Permitted Transferee ceases to qualify as an Affiliate (other than by virtue of a Permitted Spin Transaction) in relation to the initial transferor Member from which such Permitted Transferee received such Units (directly or indirectly through a series of Transfers) pursuant to such clause (iii)) (an "Unwinding Event"), then the relevant initial transferor shall (1) promptly notify the other Members and the Company of the pending occurrence of such Unwinding Event and (2) take all actions necessary prior to such Unwinding Event to effect a Transfer of all of the Units held by the relevant Permitted Transferee either back to such initial transferor or to another Person who qualifies as an Affiliate of such initial transferor, in each case subject to Section 10.04. A "Permitted Transferee" is a transferee of a Permitted Transfer contemplated by clauses (i) and (iii) of the first sentence of this Section 10.02.

Section 10.03 Restricted Units Legend. The Units have not been registered under the Securities Act and, therefore, in addition to the other restrictions on Transfer contained in this Agreement, cannot be sold unless subsequently registered under the Securities Act or an exemption from such registration is then available. To the extent such Units have been certificated, each certificate evidencing Units and each certificate issued in exchange for or upon the Transfer of any Units (if such securities remain Units as defined herein after such Transfer) shall be stamped or otherwise imprinted with a legend in substantially the following form:

> "THE SECURITIES REPRESENTED BY THIS CERTIFICATE WERE ORIGINALLY ISSUED ON [•], AND HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), AND MAY NOT BE SOLD OR TRANSFERRED IN THE ABSENCE OF AN EFFECTIVE REGISTRATION STATEMENT UNDER THE ACT OR AN EXEMPTION FROM REGISTRATION THEREUNDER. THE SECURITIES REPRESENTED BY THIS CERTIFICATE ARE ALSO SUBJECT TO ADDITIONAL RESTRICTIONS ON TRANSFER SPECIFIED IN THE LIMITED LIABILITY COMPANY AGREEMENT OF BAKER HUGHES, A GE COMPANY, LLC, AS MAY BE AMENDED AND MODIFIED FROM TIME TO TIME, AND BAKER HUGHES, A GE COMPANY, LLC RESERVES THE RIGHT TO REFUSE THE TRANSFER OF SUCH SECURITIES UNTIL SUCH CONDITIONS HAVE BEEN FULFILLED WITH RESPECT TO ANY TRANSFER. A COPY OF SUCH CONDITIONS SHALL BE FURNISHED BY BAKER HUGHES, A GE COMPANY, LLC TO THE HOLDER HEREOF UPON WRITTEN REQUEST AND WITHOUT CHARGE."

The Company shall imprint such legend on certificates (if any) evidencing Units. The legend set forth above shall be removed from the certificates (if any) evidencing any units which cease to be Units in accordance with the definition thereof.

Section 10.04 Transfer. Prior to Transferring any Units (other than Transfers to the Company pursuant to the Exchange Agreement), the Transferring holder of Units shall cause the prospective transferee to be bound by this Agreement as provided in Section 10.02 and any other agreements (including the Exchange Agreement) executed by the holders of Units and relating to such Units in the aggregate (collectively, the "Other Agreements"), and shall cause the prospective transferee to execute and deliver to the Company and the other holders of Units counterparts of this Agreement and any applicable Other Agreements. Any Transfer or attempted Transfer of any Units in violation of any provision of this Agreement (including any prohibited indirect Transfers) (a) shall be void, and (b) the Company shall not record such Transfer on its books or treat any purported transferee of such Units as the owner of such securities for any purpose.

Section 10.05 Assignee's Rights.

(a) The Transfer of a Company Interest in accordance with this Agreement shall be effective as of the date of its Transfer (assuming compliance with all of the conditions to such Transfer set forth herein), and such Transfer shall be shown on the books and records of the Company. Profits, Losses and other Company items shall be allocated between the transferor and the Assignee according to Section 706 of the Code, using any permissible method as determined in the reasonable discretion of the Managing Member. Distributions made before the effective date of such Transfer shall be paid to the transferor, and Distributions made after such date shall be paid to the Assignee.

(b) Unless and until an Assignee becomes a Member pursuant to Article XI, the Assignee shall not be entitled to any of the rights granted to a Member hereunder or under applicable Law, other than the rights granted specifically to Assignees pursuant to this Agreement; *provided*, *however*, that, without relieving the transferring Member from any such limitations or obligations as more fully described in Section 10.06, such Assignee shall be bound by any limitations and obligations of a Member contained herein that a Member would be bound on account of the Assignee's Company Interest (including the obligation to make Capital Contributions on account of such Company Interest).

Section 10.06 Assignor's Rights and Obligations. Any Member who shall Transfer any Company Interest in a manner in accordance with this Agreement shall cease to be a Member with respect to such Units or other interest and shall no longer have any rights or privileges, or, except as set forth in this Section 10.06, duties, liabilities or obligations, of a Member with respect to such Units or other interest (it being understood, however, that the applicable provisions of Sections 6.08 and 7.04 shall continue to inure to such Person's benefit), except that unless and until the Assignee (if not already a Member) is admitted as a Substituted Member in accordance with the provisions of Article XI (the "Admission Date"), (i) such assigning Member shall retain all of the duties, liabilities and obligations of a Member with respect to such Units or other interest, and (ii) the Managing Member may, in its sole discretion, reinstate all or any portion of the rights and privileges of such Member with respect to such Units or other interest for any period of time prior to the Admission Date. Nothing contained herein shall relieve any Member who Transfers any Units or other interest in the Company from any liability of such Member to the Company with respect to such Company Interest that may exist on the Admission Date or that is otherwise specified in the DLLCA and incorporated into this Agreement or for any liability to the Company or any other Person for any materially false statement made by such Member (in its capacity as such) or for any present or future breaches of any representations, warranties or covenants by such Member (in its capacity as such) contained herein or in the other agreements with the Company.

Section 10.07 Overriding Provisions.

(a) Any Transfer in violation of this Article X shall be null and void *ab initio*, and the provisions of Sections 10.05 and 10.06 shall not apply to any such Transfers. For the avoidance of doubt, any Person to whom a Transfer is made or attempted in violation of this Article X shall not become a Member, shall not be entitled to vote on any matters coming before the Members and shall not have any other rights in or with respect to any rights of a Member of the Company. The approval of any Transfer in any one or more instances shall not limit or waive the requirement for such approval in any other or future instance. The Managing Member shall promptly amend the Schedule of Members to reflect any Permitted Transfer pursuant to this Article X.

(b) Notwithstanding anything contained herein to the contrary (including, for the avoidance of doubt, the provisions of Section 10.01 and Article XI), in no event shall any Member Transfer any Units to the extent such Transfer would:

(i) result in the violation of the Securities Act, or any other applicable federal, state or foreign Laws;

(ii) cause an assignment under the Investment Company Act;

(iii) cause the Company to fail to qualify as a partnership or disregarded entity for federal income tax purposes or, without limiting the generality of the foregoing, such Transfer was effected on or through an "established securities market" or a "secondary market or the substantial equivalent thereof," as such terms are used in Section 1.7704-1 of the Treasury Regulations;

(iv) cause the Company to be treated as a "publicly traded partnership" or to be taxed as a corporation pursuant to Section 7704 of the Code or successor provision of the Code; or

(v) result in the Company having more than one hundred (100) partners, within the meaning of Treasury Regulations Section 1.7704-1(h)(1) (determined pursuant to the rules of Treasury Regulations Section 1.7704-1(h)(3)).

ARTICLE XI

ADMISSION OF MEMBERS

Section 11.01 Substituted Members. Subject to the provisions of Article X hereof, in connection with the Permitted Transfer of a Company Interest hereunder, the transferee shall become a substituted Member ("Substituted Member") on the effective date of such Transfer, which effective date shall not be earlier than the date of compliance with the conditions to such Transfer, and such admission shall be shown on the Schedule of Members.

Section 11.02 Additional Members. Subject to the provisions of Article X hereof, any Person may be admitted to the Company as an additional Member (any such Person, an "Additional Member") only upon furnishing to the Managing Member (a) counterparts of this Agreement and any applicable Other Agreements and (b) such other documents or instruments as may be reasonably necessary or appropriate to effect such Person's admission as a Member (including entering into such documents as the Managing Member may deem appropriate in its reasonable discretion). Such admission shall become effective on the date on which the Managing Member determines in its reasonable discretion that such conditions have been satisfied and when any such admission is shown on the Schedule of Members.

ARTICLE XII

WITHDRAWAL AND RESIGNATION; TERMINATION OF RIGHTS

Section 12.01 Withdrawal and Resignation of Members. No Member shall have the power or right to withdraw or otherwise resign as a Member from the Company prior to the dissolution and winding up of the Company pursuant to Article XIII. Any Member, however, that attempts to withdraw or otherwise resign as a Member from the Company without the prior written consent of the Managing Member upon or following the dissolution and winding up of the Company pursuant to Article XIII, but prior to such Member receiving the full amount of Distributions from the Company to which such Member is entitled pursuant to Article XIII, shall be liable to the Company for all damages (including all lost profits and special, indirect and consequential damages) directly or indirectly caused by the withdrawal or resignation of such Member. Upon a Transfer of all of a Member's Units in a Transfer permitted by this Agreement, subject to the provisions of Section 10.06, such Member shall cease to be a Member.

ARTICLE XIII

DISSOLUTION AND LIQUIDATION

Section 13.01 Dissolution. The Company shall not be dissolved by the admission of Additional Members or Substituted Members or the attempted withdrawal or resignation of a Member. The Company shall dissolve, and its affairs shall be wound up, only upon:

(a) the unanimous decision of the Managing Member together with the Members that then hold Voting Units to dissolve the Company;

(b) a dissolution of the Company under Section 18-801(a)(4) of the DLLCA, unless the Company is continued without dissolution as permitted under Section 18-801(a)(4) of the DLLCA; or

(c) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the DLLCA.

Except as otherwise set forth in this Article XIII, the Company is intended to have perpetual existence. An Event of Withdrawal shall not cause dissolution of the Company and the Company shall continue in existence subject to the terms and conditions of this Agreement.

Section 13.02 Liquidation and Termination. On dissolution of the Company, the Managing Member shall act as liquidator or may appoint one or more Persons as liquidator. The liquidators shall proceed diligently to wind up the affairs of the Company and make final Distributions as provided herein and in the DLLCA. The costs of liquidation shall be borne as a Company expense. Until termination of the Company, the liquidators shall continue to operate the Company properties with all of the power and authority of the Managing Member. The steps to be accomplished by the liquidators are as follows:

(a) as promptly as possible after dissolution and again after final liquidation, the liquidators shall cause a proper accounting to be made by a recognized firm of certified public accountants of the Company's assets, liabilities and operations through the last day of the calendar month in which the dissolution occurs or the final liquidation is completed, as applicable;

(b) the liquidators shall pay, satisfy or discharge from Company funds, or otherwise make adequate provision for payment and discharge thereof (including the establishment of a cash fund for contingent liabilities in such amount and for such term as the liquidators may reasonably determine): first, all expenses incurred in liquidation; and second, all of the debts, liabilities and obligations of the Company; and

(c) all remaining assets of the Company shall be distributed to the Members in accordance with Article IV by the end of the taxable year during which the liquidation of the Company occurs (or, if later, by ninety (90) days after the date of the liquidation); *provided* that, for the avoidance of doubt, in making such distributions in accordance with Article IV, the Company shall reduce the amount to which a Member is entitled pursuant to Section 4.01(a) by the aggregate amount of reductions in Distributions to such Member required by Section 4.02(b), to the extent that such reductions were not previously taken into account by actually reducing Distributions to such Member, and an amount equal to such reduction in liquidating Distributions shall be distributed to the Members on a pro rata basis in accordance with each Member's Percentage Interest.

Section 13.03 Deferment; Distribution in Kind. Notwithstanding the provisions of Section 13.02, but subject to the order of priorities set forth therein, if upon dissolution of the Company the liquidators determine that an immediate sale of part or all of the Company's assets would be impractical or would cause undue loss (or would otherwise not be beneficial) to the Members, the liquidators may, in their sole discretion, defer for a reasonable time the liquidation of any assets except those necessary to satisfy Company liabilities (other than loans to the Company by Members) and reserves. Subject to the order of priorities set forth in Section 13.02, the liquidators may, in their sole discretion, distribute to the Members, in lieu of cash, either (a) all or any portion of such remaining Company assets in kind in accordance with the provisions of Section 13.02(c), (b) as tenants in common and in accordance with the provisions of Section 13.02(c), undivided interests in all or any portion of such Company assets or (c) a combination of the foregoing. Any such Distributions in kind shall be subject to (y) such conditions relating to the disposition and management of such assets as the liquidators deem reasonable and equitable and (z) the terms and conditions of any agreements governing such assets (or the operation thereof or the holders thereof) at such time. Any Company assets distributed in-kind will first be written up or down to their Fair Market Value, thus creating Profit or Loss (if any), which shall be allocated in accordance with Article V. The liquidators shall determine the Fair Market Value of any property distributed in accordance with the valuation procedures set forth in Article XIV.

Section 13.04 Cancellation of Certificate. On completion of the winding up and liquidation of the Company as provided herein, the Company is terminated (and the Company shall not be terminated prior to such time), and the Managing Member (or such other Person or Persons as the DLLCA may require or permit) shall file a certificate of cancellation with the Secretary of State of Delaware, cancel any other filings made pursuant to this Agreement that are or should be canceled and take such other actions as may be necessary to terminate the Company. The Company shall be deemed to continue in existence for all purposes of this Agreement until it is terminated pursuant to this Section 13.04.

Section 13.05 Reasonable Time for Winding Up. A reasonable time shall be allowed for the orderly winding up of the business and affairs of the Company and the liquidation of its assets pursuant to Sections 13.02 and 13.03 in order to minimize any losses otherwise attendant upon such winding up.

Section 13.06 Return of Capital. The liquidators shall not be personally liable for the return of Capital Contributions or any portion thereof to the Members (it being understood that any such return shall be made solely from and to the extent of Company assets available therefor).

ARTICLE XIV

VALUATION

Section 14.01 Determination. "Fair Market Value" of a specific asset will mean the amount which the seller would receive in an all-cash sale of such asset in an arms-length transaction with a willing unaffiliated third party buyer, with neither party having any compulsion to buy or sell, consummated on the day immediately preceding the date on which the event occurred which necessitated the determination of the Fair Market Value (and after giving effect to any transfer taxes payable in connection with such sale), as such amount is determined by the Managing Member (or, if pursuant to Section 13.02, the liquidators) in its good faith judgment using all factors, information and data it deems to be pertinent.

Section 14.02 Dispute Resolution. If any Member or Members dispute the accuracy of any determination of Fair Market Value in accordance with Section 14.01, and the Managing Member and such Member(s) are unable to agree on the determination of the Fair Market Value of any asset of the Company, the Managing Member and such Member(s) shall each select a nationally recognized investment banking firm experienced in valuing assets or securities of similarly situated companies in the Company's industry (the "Appraisers"), who shall each determine the Fair Market Value of the asset or the Company (as applicable) in accordance with the provisions of Section 14.01. The Appraisers shall be instructed to give written notice of their determination of the Fair Market Value of the asset or the Company (as applicable) within thirty (30) days of their appointment as Appraisers.

If Fair Market Value as determined by an Appraiser is higher than Fair Market Value as determined by the other Appraiser by 10% or more, and the Managing Member and such Member(s) do not otherwise agree on a Fair Market Value, the original Appraisers shall designate a third Appraiser meeting the same criteria used to select the original two, whose determination shall be binding. If Fair Market Value as determined by an Appraiser selected by the Members is within 10% of the Fair Market Value as determined by the other such Appraiser (but not identical), and the Managing Member and such Member(s) do not otherwise agree on a Fair Market Value, the Managing Member shall select the Fair Market Value of one of such Appraisers. The fees and expenses of the Appraisers shall be borne by the Company.

ARTICLE XV

GENERAL PROVISIONS

Section 15.01 Power of Attorney.

(a) Each Member hereby constitutes and appoints the Managing Member (or each liquidator, if applicable) with full power of substitution, as its, his or her true and lawful agent and attorney-in-fact, with full power and authority in its, his or her name, place and stead, to:

(i) execute, swear to, acknowledge, deliver, file and record in the appropriate public offices (A) this Agreement, all certificates and other instruments and all amendments thereof which the Managing Member deems appropriate or necessary to form, qualify, or continue the qualification of, the Company as a limited liability company in the State of Delaware and in all other jurisdictions in which the Company may conduct business or own property; (B) all instruments which the Managing Member deems appropriate or necessary to reflect any amendment, change, modification or restatement of this Agreement in accordance with its terms; (C) all conveyances and other instruments or documents which the Managing Member deems appropriate or necessary to reflect the dissolution and liquidation of the Company pursuant to the terms of this Agreement, including a certificate of cancellation; and (D) all instruments relating to the admission, withdrawal or substitution of any Member pursuant to Article XI or XII; and

(ii) sign, execute, swear to and acknowledge all ballots, consents, approvals, waivers, certificates and other instruments appropriate or necessary, in the reasonable judgment of the Managing Member, to evidence, confirm or ratify any vote, consent, approval, agreement or other action which is made or given by the Members hereunder or is consistent with the terms of this Agreement, in the reasonable judgment of the Managing Member, to effectuate the terms of this Agreement.

(b) The foregoing power of attorney is irrevocable and coupled with an interest, and shall survive the death, disability, incapacity, dissolution, bankruptcy, insolvency or termination of any Member who is an individual and the Transfer of all or any portion of its, his or her Company Interest and shall extend to such Member’s heirs, successors, assigns and personal representatives.

Section 15.02 Title to Company Assets. Company assets shall be deemed to be owned by the Company as an entity, and no Member, individually or collectively, shall have any ownership interest in such Company assets or any portion thereof. The Company shall hold title to all of its property in the name of the Company and not in the name of any Member. All Company assets shall be recorded as the property of the Company on its books and records, irrespective of the name in which legal title to such Company assets is held. The Company's credit and assets shall be used solely for the benefit of the Company, and no asset of the Company shall be transferred or encumbered for, or in payment of, any individual obligation of any Member.

Section 15.03 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

(a) if to EHHC NewCo, LLC or the Company to:

EHHC NewCo, LLC
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Email: will.marsh@bhge.com

(b) if to GE, to:

General Electric Company
41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Email: jim.waterbury@ge.com

Section 15.04 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

Section 15.05 Governing Law; Jurisdiction; Specific Performance.

(a) THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

(b) Each of the parties hereto (i) consents to submit itself to the personal jurisdiction of the Court of Chancery of the State of Delaware (the "Chancery Court") or, if, but only if, the Chancery Court lacks subject matter jurisdiction, any federal court located in the State of Delaware with respect to any dispute, action or other proceeding arising out of, relating to or in connection with this Agreement, (ii) agrees that it will not attempt to deny or defeat such personal jurisdiction by motion or other request for leave from any such court, (iii) agrees that it will not bring any action arising out of, relating to or in connection with this Agreement in any court other than the courts of the State of Delaware, as described above, and (iv) waives any right to trial by jury with respect to any action related to or arising out of this Agreement. Nothing in this Section 15.05 shall prevent any party from bringing an action or proceeding in any jurisdiction to enforce any judgment of the Chancery Court or any federal court located in the State of Delaware, as applicable. Each of the parties hereto hereby agrees that service of any process, summons, notice or document by U.S. registered mail to the respective addresses set forth in Section 15.03 shall be effective service of process for any suit or proceeding in connection with this Agreement.

(c) The parties hereto agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each party agrees that, in the event of any breach or threatened breach by any other party of any covenant or obligation contained in this Agreement, the non-breaching party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

Section 15.06 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 15.07 Assignment; No Third Party Beneficiaries.

(a) This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void.

(b) Nothing in this Agreement shall be construed as giving any Person, other than the parties hereto and their heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 15.08 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Section 15.09 Entire Agreement. This Agreement, the Transaction Agreement and, as applicable, the other Ancillary Agreements (as defined in the Transaction Agreement), constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any Person.

Section 15.10 Amendments. This Agreement may be amended or modified upon the consent of the Majority Members and the Managing Member. Notwithstanding the foregoing, no amendment or modification (a) to this Section 15.10 may be made without the prior written consent of the Managing Member and each of the Members, (b) to any of the terms and conditions of this Agreement which terms and conditions expressly require the approval or action of certain Persons may be made without obtaining the consent of the requisite number or specified percentage of such Persons who are entitled to approve or take action on such matter, and (c) to any of the terms and conditions of Article VI or Section 13.01 (and related definitions as used directly or indirectly therein) may be made without the prior written consent of the Managing Member, which consent may be given or withheld in the Managing Member's sole discretion.

Section 15.11 Waiver. Any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived at any time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of or estopped with respect to, any subsequent or other failure.

Section 15.12 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or any of its Affiliates, and no creditor who makes a loan to the Company or any of its Affiliates may have or acquire (except pursuant to the terms of a separate agreement executed by the Company in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in Company Profits, Losses, Distributions, capital or property other than as a secured creditor.

Section 15.13 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement.

Section 15.14 Right of Offset. Whenever the Company is to pay any sum (other than pursuant to Article IV) to any Member, any amounts that such Member owes to the Company which are not the subject of a good faith dispute may be deducted from that sum before payment. For the avoidance of doubt, the distribution of Units to Newco shall not be subject to this Section 15.14.

Section 15.15 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Fiscal Year shall refer to a portion thereof. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict. References to agreements or other documents shall be deemed to refer to such agreement or other document as amended, restated, supplemented and/or otherwise modified from time to time. References to any Law or statute shall be deemed to refer to such Law or statute, together with the rules and regulations promulgated thereunder, in each case as may be amended from time to time and any successor thereto.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

COMPANY:

BAKER HUGHES, A GE COMPANY, LLC

By: EHHC NewCo, LLC, its Managing Member

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

MEMBER:

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

MEMBER:

EHHC NewCo, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

MEMBER:

CFC Holdings, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Vice President

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

MEMBER:

GE Holdings (US), Inc.

By: /s/ Victoria Vron
Name: Victoria Vron
Title: Vice President

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

MEMBER:

GE Oil & Gas Holdings I, Inc.

By: /s/Jessica Wenzell
Name: Jessica Wenzell
Title: Vice President

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

MEMBER:

GE Oil & Gas Holdings IV, Inc.

By: /s/ Jessica Wenzell
Name: Jessica Wenzell
Title: Vice President

[*Signature Page to Amended and Restated Limited Liability Company Operating Agreement of Baker Hughes, a GE company, LLC*]

Exhibit 10.5

TAX MATTERS AGREEMENT

dated as of

July 3, 2017

between

GENERAL ELECTRIC COMPANY,

BAKER HUGHES, A GE COMPANY,

EHHC NEWCO, LLC,

and

BAKER HUGHES, A GE COMPANY, LLC

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TAX MATTERS AGREEMENT

This TAX MATTERS AGREEMENT (this "Agreement"), dated as of July 3, 2017, is entered into by and among General Electric Company, a New York corporation ("GE"), Baker Hughes, a GE company, a Delaware corporation (formerly known as Bear Newco, Inc.) ("Newco"), EHHC NewCo LLC, a Delaware limited liability company and a wholly owned subsidiary of Newco ("EHHC"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Newco LLC").

WHEREAS pursuant to that certain Transaction Agreement and Plan of Merger, dated October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Newco, and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Newco, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have agreed to combine GE O&G with BHI and have effected or agreed to effect the Transactions (as defined in the Transaction Agreement);

WHEREAS, GE, GE Holdings (US), Inc., a Delaware corporation, GE Oil & Gas US Holdings I, Inc., a Delaware corporation, GE Oil & Gas US Holdings IV, Inc., a Delaware corporation, EHHC, CFC Holdings, LLC a Delaware limited liability company and a wholly owned subsidiary of Newco, and Newco LLC have entered into the Amended and Restated Limited Liability Company Agreement, dated as of July 3, 2017 (the "LLC Agreement"), pursuant to which EHHC is the Managing Member and Tax Matters Partner of Newco LLC (as such terms are defined in the LLC Agreement); and

WHEREAS, GE, Newco, EHHC and Newco LLC desire to enter into this Agreement in order to set forth their agreement as to (i) the administration and allocation between the parties of Tax liabilities and benefits arising prior to, as a result of, and subsequent to the Transactions and certain restructuring transactions in connection therewith and (ii) various other Tax matters.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, GE, Newco, EHHC and Newco LLC, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Definitions.

The following definitions shall be applied to the terms used in this Agreement for all purposes, unless otherwise clearly indicated to the contrary.

"752 GE Sharing Amount" has the meaning set forth in Section 5.04(c)Section 5.04(a) of this Agreement.

"752 Year" has the meaning set forth in Section 5.04(c)Section 5.04(a) of this Agreement.

"Agreement" has the meaning set forth in the preamble to this Agreement.

"Allocable Share" means the percentage of membership interests of Newco LLC collectively held by the members of the GE Group, on the one hand, and the members of the Newco Group, on the other hand, at the time of the allocation of the relevant Shared Tax Benefits pursuant to Section 5.01. The Allocable Share of the GE Group as of the date hereof shall be 62.5% and the Allocable Share of the Newco Group as of the date hereof shall be 37.5%.

"Basis Adjustment" means (a) the increase or decrease to, or the Newco Group's share of, the tax basis of the Reference Assets (i) under Sections 734(b), 743(b), 754 and 755 of the Code and, in each case, the comparable sections of U.S. state and local tax law (in situations where, following an Exchange, Newco LLC remains in existence as an entity for U.S. federal income tax purposes) and (ii) under Sections 732 and 1012 of the Code and, in each case, the comparable sections of U.S. state and local tax law (in situations where, as a result of one or more Exchanges, Newco LLC becomes an entity that is disregarded as separate from its owner for U.S. federal income tax purposes), and (b) the amount of any immediate expense or deduction of the Newco Group for U.S. federal, state or local tax purposes based on the cost or value of a Common Unit or the properties of the Newco LLC Group attributable thereto, in each case, as a result of any Exchange and any payments made under Section 5.05.

"Beneficial Owner" means, with respect to any security, a Person who directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, has or shares: (i) voting power, which includes the power to vote, or to direct the voting of, with respect to such security and/or (ii) investment power, which includes the power to dispose of, or to direct the disposition of, such security.

"BHI" has the meaning set forth in the recitals of this Agreement.

"BHI Tax Benefits" has the meaning set forth in Section 5.02(b) of this Agreement.

"Book/Tax Difference Asset" means an asset that is (a) held at the relevant time by Newco LLC for U.S. federal income tax purposes (or any partnership in which Newco LLC holds a direct interest or an indirect interest through one or more pass-through entities) at a Gross Asset Value (as defined in the LLC Agreement) that differs from its adjusted tax basis for U.S. federal income tax purposes and (b)(i) a Newco Group Contributed Asset, (ii) a GE Group Contributed Asset or (iii) acquired by Newco LLC for U.S. federal income tax purposes (or any partnership in which Newco LLC holds a direct interest or an indirect interest through one or more pass-through entities) after the Closing Date.

"Business Day" means a day other than Saturday, Sunday or a day on which banks located in New York, New York are authorized or required by applicable Law to close.

"Certifications" has the meaning set forth in Section 5.03(c)Section 5.04(a) of this Agreement.

"Class A Common Stock" means the Class A common stock, $0.0001 par value per share, of Newco.

"Class B Common Stock" means the Class B common stock, $0.0001 par value per share, of Newco.

"Closing Date" has the meaning set forth in the Transaction Agreement.

"Code" means the United States Internal Revenue Code of 1986, as amended.

"Common Units" has the meaning set forth in the LLC Agreement.

"Conflicts Committee" has the meaning set forth in the Stockholders Agreement.

"Credit Event" means the occurrence of any of the following events: (a) an involuntary proceeding shall be commenced or an involuntary petition shall be filed seeking (i) liquidation, reorganization or other relief in respect of any member of the Newco Group or its debts, or of a substantial part of its assets, under any federal, state or non-U.S. bankruptcy, insolvency, receivership or similar law now or hereafter in effect or (ii) the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any member of the Newco Group or for a substantial part of its assets, and, in any such case, such proceeding or petition shall continue undismissed for 60 days or an order or decree approving or ordering any of the foregoing shall be entered; (b) any member of the Newco Group shall (i) voluntarily commence any proceeding or file any petition seeking liquidation, reorganization or other relief under any federal, state or non-U.S. bankruptcy, insolvency, receivership or similar law now or hereafter in effect, (ii) consent to the institution of, or fail to contest in a timely and appropriate manner, any proceeding or petition described in clause (a) above, (iii) apply for or consent to the appointment of a receiver, trustee, custodian, sequestrator, conservator or similar official for any member of the Newco Group or for a substantial part of its assets, (iv) file an answer admitting the material allegations of a petition filed against it in any such proceeding, (v) make a general assignment for the benefit of creditors or (vi) take any action for the purpose of effecting any of the foregoing; or (c) any member of the Newco Group engages in any other action or fails to take any action that constitutes an 'event of default' under any indebtedness or guarantee having an aggregate principal amount (including undrawn committed or available amounts and including amounts owing to all creditors under any combined or syndicated credit arrangement) of more than $200 million if such event of default is not waived by the applicable creditor or cured by the applicable member of the Newco Group within 30 days of its occurrence.

In the event that either Newco or GE becomes aware of an event described in clause (c), such party shall provide written notice to the other party. If the event described in clause (c) is cured within ten (10) days of receipt of such written notice, such event shall not constitute a Credit Event.

"Default Rate" means a rate per annum equal to LIBOR plus 500 basis points.

"Determination" means the final resolution of liability for any Tax for any Taxable Year by or as a result of (1) a final and unappealable decision, judgment, decree or other order of a court of competent jurisdiction; (2) a final settlement, compromise or other agreement with the relevant Taxing Authority, an agreement that constitutes a determination under Section 1313(a)(4) of the Code, an agreement contained in an IRS Form 870-AD, a closing agreement or accepted offer in compromise under Section 7121 or 7122 of the Code, or a comparable agreement under state, local or foreign law; (3) the expiration of the applicable statute of limitations; or (4) payment of such Tax, if assessed by a Taxing Authority, pursuant to an agreement in writing by the applicable member of the GE Group, Newco Group or Newco LLC Group to accept such assessment.

"Determination Date" has the meaning set forth in Section 6.04(a) of this Agreement.

"Distribution" has the meaning set forth in the LLC Agreement.

"EHHC" has the meaning set forth in the recitals to this Agreement.

"Excess Structure Benefits" has the meaning set forth in Section 5.01(a)(ii) of this Agreement.

"Exchange" has the meaning set forth in the Exchange Agreement.

"Exchange Act" means the Securities and Exchange Act of 1934, as amended, or any successor provisions thereto.

"Exchange Agreement" means the Exchange Agreement, dated as of July 3, 2017, among GE, Newco and Newco LLC.

"Exchange Benefits" has the meaning set forth in Section 5.02(d) of this Agreement.

"Formation Taxes" shall mean any and all Taxes imposed on any member of a Group with respect to any Formation Transaction to the extent that such Tax would not have been imposed if GE had transferred all of GE O&G to Newco in exchange for stock of Newco (and BHI's shareholders were treated as contributing their BHI shares to Newco in exchange for stock of Newco) in a transaction qualifying under Section 351 of the Code, including any Taxes arising by reason of (A) the acceleration or triggering of deferred intercompany transactions and excess loss accounts under Treas. Reg. §§ 1.1502-13 and 1.1502-19, respectively, (B) prepaid expenses, (C) deferred revenue, (D) the acceleration of adjustments under Section 481 of the Code and (E) any other items that are accelerated by reason of any Formation Transaction or for which the income or gain has economically accrued prior to the Closing Date and for which an item of income or gain is recognized by reason of the formation of Newco LLC.

"Formation Transactions" shall mean (i) any transactions contemplated by the Transaction Agreement, and (ii) any restructuring transactions in furtherance thereof that are undertaken by the Newco Group or by the GE Group, in each case, including the GE Reorganization (as defined in the Transaction Agreement), the BHI Reorganization (as defined in the Transaction Agreement) and the Schedule A Transactions. For the avoidance of doubt, an Exchange shall not be treated as a Formation Transaction.

"GE" has the meaning set forth in the recitals to this Agreement.

"GE Combined Group" shall mean any group that filed or was required to file (or will file or be required to file) a Tax Return on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) that includes at least one member of the GE Group and at least one member of the Newco Group or the Newco LLC Group.

"GE Combined Tax Return" shall mean any Tax Return filed by a GE Combined Group.

"GE Consolidated Tax Return" shall mean a Tax Return filed in respect of the affiliated group of corporations for which GE is the common parent within the meaning of Section 1504(a) of the Code that has elected to file consolidated U.S. federal income tax returns.

"GE Formation Taxes" means Formation Taxes imposed on a member of the GE Group as reduced by any and all Tax benefits arising from any Formation Transaction (that could have resulted in Formation Taxes) undertaken by the GE Group, as applicable, to the extent that such Tax benefit would offset (in amount and character) any Formation Taxes reflected on the same Tax Return (for this purpose, solely taking into account such Formation Transactions on the applicable Tax Return).

"GE Group" means GE and its Subsidiaries, excluding for any Post-Closing Period any entity that is a member of the Newco LLC Group or the Newco Group.

"GE Group Contributed Asset" means any asset contributed (or deemed contributed for U.S. federal income tax purposes) to Newco LLC by a member of the GE Group, including any asset held by an entity that is treated as a partnership for U.S. federal income tax purposes the equity of which is contributed (or deemed contributed for U.S. federal income tax purposes) to Newco LLC by a member of the GE Group.

"GE Indemnified Newco/Newco LLC Returns" has the meaning set forth in Section 6.04(a) of this Agreement.

"GE O&G" has the meaning set forth in the Transaction Agreement.

"GE O&G Subsidiary" has the meaning set forth in the Transaction Agreement, as determined on the date hereof.

"GE Restructuring Taxes" has the meaning set forth in Section 2.01(a)(i) of this Agreement.

"GE Separate Tax Return" shall mean any Tax Return that is required to be filed by, or with respect to, a member of the GE Group that is not a GE Combined Tax Return.

"GE Structure Benefits" has the meaning set forth in Section 5.01(a)(i) of this Agreement.

"Governmental Entity" means any U.S. federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

"Group" means the GE Group, the Newco LLC Group or the Newco Group, or all of them, as the context requires.

"Income Tax" means any Tax that is based upon, measured by, or calculated with respect to: (i) net income or profits or net receipts (including, but not limited to, any capital gains, minimum Tax, or any Tax on items of Tax preference, but not including sales, use, real or personal property, value added, escheat, excise or transfer or similar Taxes) or (ii) multiple bases (including franchise, doing business and occupation Taxes) if one or more bases upon which such Tax may be based, measured by, or calculated with respect to, is described in clause (i).

"Indemnified Newco 752 Liability" means any Newco 752 Liability other than any Newco 752 Liability (i) arising after the Trigger Date or (ii) resulting from a Credit Event.

"Independent Arbiter" has the meaning set forth in Section 6.04(a) of this Agreement.

"Intended Tax Treatment" means, with respect to each Schedule A Transaction, the tax consequences or treatment (if any) set forth for such Schedule A Transaction on Schedule A.

"Joinder" means a joinder to this Agreement, in the form attached as Exhibit A to this Agreement.

"Law" means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

"LIBOR" means during any period, a rate per annum equal to the ICE LIBOR rate for a period of one month ("ICE LIBOR"), as published on the applicable Bloomberg screen page (or such other commercially available source providing quotations of ICE LIBOR as may be designated by the Corporation from time to time) at approximately 11:00 a.m., London time, two (2) Business Days prior to the commencement of such period, for dollar deposits (for delivery on the first day of such period) with a term equivalent to such period.

"LLC Agreement" has the meaning set forth in the recitals to this Agreement.

"Managing Member" has the meaning set forth in the LLC Agreement.

"Market Value" shall mean the Closing Price (as defined in the LLC Agreement).

"Material Breach Payment" has the meaning set forth in Section 5.05(f) of this Agreement.

"Member" has the meaning set forth in the LLC Agreement.

"Methods" has the meaning set forth in Section 6.04(a) of this Agreement.

"Newco" has the meaning set forth in the recitals to this Agreement.

"Newco 752 Liability" means any Tax liability imposed on the Newco Group pursuant to Section 752 and Section 731 of the Code within the five-year period following the Closing Date as a result of the reduction of the share of Newco LLC liabilities of a Member of the Newco Group for purposes of Section 752 of the Code and the Treasury Regulations promulgated thereunder; *provided, however,* that the aggregate Newco 752 Liability shall not exceed the Newco Group Tax liability that would have resulted if all of Newco LLC's liabilities were repaid immediately after the Closing.

"Newco Change of Control Transaction" has the meaning set forth in the Exchange Agreement.

"Newco Combined Group" shall mean any group that filed or was required to file (or will file or be required to file) a Tax Return on an affiliated, consolidated, combined, unitary, fiscal unity or other group basis (including as permitted by Section 1501 of the Code) that includes at least one member of the Newco Group and at least one member of the Newco LLC Group, other than any GE Combined Group.

"Newco Combined Tax Return" shall mean any Tax Return filed by a Newco Combined Group.

"Newco Consolidated Tax Return" shall mean a Tax Return filed with respect to the affiliated group of corporations for which Newco is the common parent within the meaning of Section 1504(a) of the Code that has elected to file consolidated U.S. federal income tax returns.

"Newco Formation Taxes" means the increase in cash Taxes that would have been payable by the Newco Group and the Newco LLC Group (calculated on a "with and without" basis) (i) as a result of the imposition of Formation Taxes and (ii) assuming the Taxable Year of each relevant Member of the Newco Group and the Newco LLC Group ended on and included the Closing Date (with any required proration made in accordance with Section 2.02).

"Newco Group" means Newco and its Subsidiaries (x) excluding for any Post-Closing Period any entity that is a member of the Newco LLC Group and (y) including for any Pre-Closing Period, BHI and its Subsidiaries (for the avoidance of doubt, whether or not BHI and its Subsidiaries are Subsidiaries of Newco).

"Newco Group Contributed Asset" means any asset contributed (or deemed contributed for U.S. federal income tax purposes) to Newco LLC by a member of the Newco Group, including any asset held by an entity that is treated as a partnership for U.S. federal income tax purposes the equity of which is contributed (or deemed contributed for U.S. federal income tax purposes) to Newco LLC by a member of the Newco Group. For the avoidance of doubt, Newco Group Contributed Asset shall include any asset held (or deemed held for U.S. federal income tax purposes) by Baker Hughes International Partners Holding SCS or by any entity that is treated as a partnership for U.S. federal income tax purposes the equity of which was held by Baker Hughes International Partners Holding SCS (directly or indirectly through one or more pass-through entities) immediately prior to the Closing Date.

"Newco LLC" has the meaning set forth in the recitals to this Agreement.

"Newco LLC Group" means Newco LLC and its Subsidiaries.

"Newco LLC Indemnified GE Returns" has the meaning set forth in Section 6.04(a) of this Agreement.

"Newco LLC Separate Tax Return" shall mean any Tax Return that is required to be filed by, or with respect to, a member of the Newco LLC Group that is not a GE Combined Tax Return or a Newco Combined Tax Return.

"Newco Separate Tax Return" shall mean any Tax Return that is required to be filed by, or with respect to, a member of the Newco Group that is not a GE Combined Tax Return or a Newco Combined Tax Return.

"Optional GE Combined Group" has the meaning set forth in Section 6.04(a) of this Agreement.

"Original Tax Return" has the meaning set forth in Section 6.04(a) of this Agreement.

"Past Practices" has the meaning set forth in Section 3.04(a) of this Agreement.

"Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"Post-Closing Period" means any Taxable Year beginning after the Closing Date, and, in the case of any Straddle Period, the portion of such Straddle Period beginning after the Closing Date.

"Preparing Party" has the meaning set forth in Section 3.04(e) of this Agreement.

"Pre-Closing Period" means any Taxable Year ending on or before the Closing Date, and, in the case of any Straddle Period, the portion of such Straddle Period ending on the Closing Date.

"Pre-Closing Taxes" means any Taxes with respect to a Pre-Closing Period.

"Pro Forma Group Return" has the meaning set forth in Section 4.02(a) of this Agreement.

"Pro Forma Tax Liability" has the meaning set forth in Section 4.03(a) of this Agreement.

"Pro Forma Utilized Loss" has the meaning set forth in Section 4.03(b) of this Agreement.

"Rebalancing Payments" has the meaning set forth in Section 6.04 of this Agreement.

"Reference Asset" means any asset owned by Newco LLC, any member of the Newco LLC Group that is owned through a chain of pass-through entities and is classified as a partnership for U.S. federal income tax purposes, and any member of the Newco LLC Group that is owned through a chain of pass-through entities and is classified as a disregarded entity for U.S. federal income tax purposes, in each case, at the time of an Exchange. A Reference Asset also includes any asset the tax basis of which is determined, in whole or in part, by reference to the tax basis of an asset that is described in the preceding sentence, including "substituted basis property" within the meaning of Section 7701(a)(42) of the Code.

"Refund Recipient" has the meaning set forth in Section 5.02 of this Agreement.

"Related Party Transaction Policy" has the meaning set forth in the Stockholders Agreement.

"Reviewed Return" has the meaning set forth in Section 6.04(a) of this Agreement.

"Reviewed Return Certifications" has the meaning set forth in Section 6.04(a) of this Agreement.

"Reviewing Party" has the meaning set forth in Section 6.04(a) of this Agreement.

"Schedule A Transactions" means the transactions set forth on Schedule A of this Agreement.

"Shared Tax Benefits" has the meaning set forth in Section 5.01 of this Agreement.

"Sharing Amount" means any GE Sharing Amount or BHI Sharing Amount, as the case may be, as determined pursuant to Section 5.04.

"Stockholders Agreement" means the Stockholders Agreement, dated as of July 3, 2017, between GE and Newco.

"Straddle Period" means any Taxable Year that begins on or before and ends after the Closing Date.

"Structure Benefits" has the meaning set forth in Section 5.02(a) of this Agreement.

"Subsidiary" means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the gains, losses or equity interests of which), or to direct the management or policies, is owned or controlled directly or indirectly by such first Person (or one or more of the other Subsidiaries of such Person or a combination thereof).

"Subsidiary Stock" means any stock or other equity interest in any Subsidiary entity of the Newco LLC Group that is treated as a corporation for U.S. federal income tax purposes.

"Tax" means any federal, state, provincial, local, foreign or other tax, import, duty or other governmental charge or assessment or escheat payments, or deficiencies thereof, including income, alternative, minimum, accumulated earnings, personal holding company, franchise, capital stock, net worth, capital, profits, windfall profits, cash flow, gross receipts, value added, sales, use, excise, custom duties, transfer, conveyance, mortgage, registration, stamp, documentary, recording, premium, severance, environmental, real and personal property, ad valorem, intangibles, rent, occupancy, license, occupational, employment, unemployment insurance, social security, disability, workers' compensation, payroll, health care, withholding, estimated or other similar tax and including all interest and penalties thereon and additions to tax.

"Tax Attribute" shall mean a net operating loss, net capital loss, unused investment credit, unused foreign tax credit, excess charitable contribution, general business credit, alternative minimum tax credit or any other Tax item that could reduce a Tax.

"Tax Contest" means an audit, review, examination, or any other administrative or judicial proceeding with the purpose or effect of redetermining Taxes (including any administrative or judicial review of any claim for refund).

"Tax Package" has the meaning set forth in Section 7.02(b) of this Agreement.

"Tax Refund" has the meaning set forth in Section 5.02 of this Agreement.

"Tax Return" means any return, estimated tax return, report, declaration, form, claim for refund or information statement relating to Taxes, including any schedule or attachment thereto, and including any amendment thereof.

"Taxable Year" means a taxable year as defined in Section 441(b) of the Code or comparable section or rule of state, local or foreign Law, as applicable (and, therefore, for the avoidance of doubt, may include a period of less than 12 months for which a Tax Return is made).

"Taxing Authority" means, with respect to any Tax, the Governmental Entity or political subdivision thereof that imposes such Tax, and the agency (if any) charged with the collection of such Tax for such entity or subdivision.

"Transaction Agreement" has the meaning ascribed to it in the recitals to this Agreement.

"Treasury Regulations" means the regulations promulgated under the Code.

"Unpaid BHI Sharing Amount" means the aggregate BHI Sharing Amount calculated for prior Taxable Years for which payment has not been made pursuant to the LLC Agreement and that has not had the effect of reducing any GE Sharing Amount for a prior Taxable Year.

"Unpaid GE Sharing Amount" means the aggregate GE Sharing Amount calculated for prior Taxable Years for which payment has not been made pursuant to the LLC Agreement and that has not had the effect of reducing any BHI Sharing Amount for a prior Taxable Year.

"Unpaid Sharing Amount" means any Unpaid GE Sharing Amount or Unpaid BHI Sharing Amount, as the case may be.

"Valuation Assumptions" shall mean, as of the date that a Material Breach Payment becomes payable pursuant to Section 5.05(d), the assumptions that:

(1) in each Taxable Year ending on or after such date of a Material Breach Payment, the Newco Group will have taxable income sufficient to fully use the deductions arising from the Basis Adjustments during such Taxable Year or future Taxable Years (including, for the avoidance of doubt, Basis Adjustments that would result from future payments pursuant to Section 5.05 that would be paid in accordance with the Valuation Assumptions) in which such deductions would become available;

(2) the U.S. federal, state and local income tax rates that will be in effect for each such Taxable Year will be those specified for each such Taxable Year by the Code and other Law as in effect on the date of a Material Breach Payment, except to the extent any change to such tax rates for such Taxable Year have already been enacted into law, in which case the changed tax rates shall be used as the tax rates in effect for such Taxable Year;

(3) all taxable income of the Newco Group will be subject to the maximum applicable tax rates for U.S. federal, state and local income taxes throughout the relevant period;

(4) any loss or credit carryovers generated by any Basis Adjustment (including such Basis Adjustment generated as a result of payments under this Agreement) and available as of such date of the Material Breach Payment will be used by the Newco Group ratably in each Taxable Year from such date of the Material Breach Payment through the scheduled expiration date of such loss or credit carryovers;

(5) any non-amortizable Reference Assets (other than Subsidiary Stock) will be disposed of in a fully taxable transaction on the later of (i) the fifteenth anniversary of the applicable Basis Adjustment and (ii) such date of the Material Breach Payment, for an amount sufficient to fully utilize the Basis Adjustment with respect to such Reference Asset;

(6) any Subsidiary Stock will be deemed never to be disposed of;

(7) if, on such date of the Material Breach Payment, any Member has Common Units that have not been Exchanged, then such Common Units shall be deemed to be Exchanged for the Market Value of the shares of Class A Common Stock and the amount of cash that would be received by such Member if such Common Units had been Exchanged on such date of the Material Breach Payment; and

(8) any payment obligations pursuant to Section 5.05 will be satisfied on the date that any Tax Return to which such payment obligation relates is required to be filed excluding any extensions.

ARTICLE II

GENERAL ALLOCATION OF TAX LIABILITIES

Section 2.01 Allocation of Taxes.

(a) Formation Taxes.

(i) The GE Group shall be responsible for (w) any Indemnified Newco 752 Liability, (x) any Newco Formation Taxes, (y) any GE Formation Taxes and (z) any Taxes imposed with respect to any Formation Transactions undertaken by any member of the GE Group, other than any GE Formation Taxes ("GE Restructuring Taxes"); *provided* that Newco shall be responsible for any Formation Taxes to the extent the Formation Taxes arise out of, are in connection with, or relate to a breach of Section 7.04(f) of the Transaction Agreement by a member of the Newco Group.

(ii) GE shall (x) provide Newco with all information reasonably requested by Newco for purposes of determining whether a Formation Transaction undertaken by any member of the GE Group resulted in GE Formation Taxes; *provided* that in no event shall any party be entitled to any information of the GE Group that does not relate exclusively to the determination of whether a Formation Transaction resulted in GE Formation Taxes, and (ii) no later than thirty (30) days after the due date (taking into account extensions validly obtained) for filing the GE Consolidated Tax Return for each Taxable Year, GE shall provide Newco with a certification signed by the chief financial officer of GE setting forth the amount, if any, with respect to such Taxable Year of any GE Formation Taxes. Such certification shall set forth in reasonable detail the basis for such computation, together with a statement to the effect that (i) all such computations have been made without regard to any transaction a significant purpose of which is to increase the amount of GE Formation Taxes and (ii) GE mitigated, to the extent possible, GE Formation Taxes.

(b) GE Pre-Closing Taxes. The GE Group shall be responsible for any and all Pre-Closing Taxes that are Income Taxes of any member of the GE Group, including any Taxes that any such member is liable for as a result of being a member of an affiliated, consolidated, combined or unitary group, including any liability imposed under Treasury Regulation Section 1.1502-6 or any similar state, local or foreign Law.

(c) Newco LLC Pre-Closing Taxes. Except as provided in Section 2.01(a) and Section 2.01(b), Newco LLC shall be responsible for any and all Pre-Closing Taxes (i) of the Newco Group or (ii) that constitute non-Income Taxes of any member of the GE Group, including any GE O&G Subsidiary, to the extent attributable to GE O&G.

Section 2.02 Proration of Taxes for Straddle Periods.

(a) With respect to any Straddle Period, GE, Newco, EHHC and Newco LLC shall treat, and elect to treat, the Closing Date as the last day of the Pre-Closing Period. If no such election is permitted, the Taxes for the Straddle Period shall be allocated to the Pre-Closing Period as follows: (i) in the case of real or personal property Taxes, Taxes based on capital, or a flat minimum amount Tax, the total amount of such Taxes multiplied by a fraction, the numerator of which is the number of days in the portion of the Straddle Period through and including the Closing Date and the denominator of which is the total number of days in such Straddle Period; and (ii) in the case of all other Taxes, including Income Taxes, based upon an actual closing of the books methodology on the Closing Date, as determined in accordance with the relevant books and records.

(b) For purposes of this Section 2.02, the Taxable Year of any partnership, pass-through entity or controlled foreign corporation (within the meaning of Section 957(a) of the Code or any comparable provision of state, local or foreign Law) in which a member of the Newco LLC Group holds a beneficial interest immediately after the Closing Date shall be deemed to terminate on the Closing Date.

ARTICLE III

TAX RETURNS

Section 3.01 GE Responsibility. GE shall timely (taking into account extensions validly obtained) prepare and file, or cause to be prepared and filed, all (a) Tax Returns with respect to Income Taxes for a Pre-Closing Period or Straddle Period that only include one or more GE O&G Subsidiaries; (b) GE Separate Tax Returns that are required to be filed by a member of the GE Group (other than a GE O&G Subsidiary), in each case to the extent attributable to GE O&G for any Pre-Closing Period or Straddle Period; and (c) GE Combined Tax Returns.

Section 3.02 Newco Responsibility. Newco shall timely (taking into account extensions validly obtained) prepare and file, or cause to be prepared and filed, all (a) Newco LLC Separate Tax Returns; (b) Tax Returns for a Pre-Closing Period or Straddle Period that only include one or more GE O&G Subsidiaries and are not described in Section 3.01; (c) Newco Separate Tax Returns; and (d) Newco Combined Tax Returns.

Section 3.03 Election to File GE Combined Tax Returns. To the extent permissible under applicable Law, GE shall have the sole discretion to determine whether a member of the Newco Group or the Newco LLC Group is included in a GE Combined Group.

Section 3.04 Preparation of Tax Returns.

(a) GE-Prepared Tax Returns. To the extent that any Tax Return described in Section 3.01 directly relates to matters for which Newco LLC has an indemnification obligation under Section 6.01(a) ("Newco LLC Indemnified GE Returns"), GE shall prepare (or cause to be prepared) the relevant portion of such Tax Return in accordance with past practices, permissible accounting methods, elections or conventions ("Past Practices") used with respect to such Tax Returns unless otherwise required by applicable Law, and to the extent any items are not covered by Past Practices, in accordance with reasonable Tax accounting practices selected by GE (for this purpose, any position supported by "substantial authority" under Treas. Reg. § 1.6662-4(d) (or any similar standard under applicable Law) shall be considered reasonable).

(b) Newco-Prepared Tax Returns. To the extent any Tax Return described in Section 3.02 directly relates to matters for which GE has an indemnification obligation under Section 6.01(b) ("GE Indemnified Newco/Newco LLC Returns") or otherwise relates to a Pre-Closing Period, Newco shall prepare (or cause to be prepared) such Tax Return in accordance with Past Practices used with respect to such Tax Returns unless otherwise required by applicable Law, and to the extent any items are not covered by Past Practices, in accordance with reasonable Tax accounting practices selected by Newco (for this purpose, any position supported by "substantial authority" under Treas. Reg. § 1.6662-4(d) (or any similar standard under applicable Law) shall be considered reasonable).

All Tax Returns of Newco LLC described in Section 3.02 other than GE Indemnified Newco/Newco LLC Returns shall be prepared in accordance with Section 9.01(a) of the LLC Agreement. The procedures for dispute resolution referred to in the penultimate sentence of Section 9.01(a) shall be the procedures set forth below in Section 3.04(c), *mutatis mutandis*. All Newco Separate Tax Returns and Newco Combined Tax Returns described in Section 3.02 other than GE Indemnified Newco/Newco LLC Returns or Tax Returns that relate to a Pre-Closing Period shall be prepared in accordance with the reasonable discretion of Newco.

(c) Review of Tax Returns. The Preparing Party with respect to any Newco LLC Indemnified GE Return, GE Indemnified Newco/Newco LLC Return, Tax Return described in Section 3.04(b) that is not a GE Indemnified Newco/Newco LLC Return to the extent relating to a Pre-Closing Period, or Pro Forma Group Return described in Section 4.02 below (a "Reviewed Return") shall deliver or cause to be delivered a draft of such Tax Return and related workpapers to the other party (the "Reviewing Party") for its review no less than thirty (30) days prior to its due date (taking into account extensions validly obtained), and shall not file or cause to be filed any such Tax Return with the applicable Taxing Authority without the consent of the Reviewing Party, which consent shall not be unreasonably withheld or delayed; *provided* that, (i) with respect to any Newco LLC Indemnified GE Return and related workpapers, GE shall only be required to provide pro forma portions thereof that exclusively relate to a GE O&G Subsidiary or GE O&G, (ii) Reviewed Returns shall not include any GE Combined Return and (iii) if the GE Group owns less than 33% of the outstanding Common Units, GE shall only be permitted to act as a Reviewing Party with respect to a Reviewed Return that is a GE Indemnified Newco/Newco LLC Return. The Reviewing Party may object to the filing of such Tax Return by delivering a written notice to the Preparing Party within ten (10) days of receipt of such Tax Return. Such written notice shall specify the item or items included in the Tax Return disputed by the Reviewing Party. After delivery of such written notice, GE and Newco shall use commercially reasonable efforts to resolve the dispute. If GE and Newco are unable to resolve such dispute within ten (10) days, (i) each of the CFOs of GE and Newco shall prepare certifications that resolve the disputed item or items in the manner that each believes is appropriate and set forth in reasonable detail the basis for the determination (the "Reviewed Return Certifications"), and (ii) the Reviewed Return Certifications shall be submitted to the GE CEO and Conflicts Committee for resolution in accordance with Article VI of the Stockholders Agreement; *provided* that to the extent that the disputed item or items are not resolved in accordance with Section 6.2 of the Stockholders Agreement, (x) Section 6.1(g) of the Stockholders Agreement shall not apply and (y) the disputed item or items, including the Reviewed Return Certifications, shall be presented to an accounting firm or law firm of national reputation acceptable to GE and Newco (the "Independent Arbiter"), and the Independent Arbiter shall resolve the disputed item or items in a timely manner. In the event that the disputed item or items have not been resolved in accordance with this Section 3.04(c) by the due date (with extensions) of the relevant Reviewed Return, the Preparing Party shall file the Reviewed Return in a manner consistent with its CFO's Reviewed Return Certification, and, if necessary, such Reviewed Return shall be amended upon resolution of the disputed item or items in accordance with this Section 3.04(c). If the Reviewing Party does not object to the filing of a Reviewed Return within ten (10) days of receipt of such Reviewed Return from the Preparing Party, the Reviewing Party shall be deemed to have consented to the filing of such Tax Return. With respect to any Tax Return that is described in Section 3.04(b) that is not a GE Indemnified Newco/Newco LLC Return to the extent relating to a Shared Tax Benefits, Newco shall deliver or cause to be delivered a draft of such Tax Return and related workpapers to GE for its review no less than thirty (30) days prior to its due date (taking into account extensions validly obtained), and shall consider in good faith any timely comments on such Tax Return from GE that relate to Shared Tax Benefits; *provided* that GE's rights pursuant to this sentence shall terminate upon the Trigger Date.

(d) Reporting of Transactions and Formation Taxes. The Tax treatment reported on any Tax Return that relates to a Schedule A Transaction shall be consistent with the Intended Tax Treatment of such transaction. GE shall be entitled to determine in its reasonable discretion the Tax treatment of any Transactions not described on Schedule A (including, for the avoidance of doubt, any Formation Transactions) and any Newco Formation Tax, Indemnified Newco 752 Liability, GE Formation Tax or GE Restructuring Tax to be reported on any Tax Return. For purposes of this Section 3.04(d), any position supported by "substantial authority" under Treas. Reg. § 1.6662-4(d) (or any similar standard under applicable Law) shall be considered reasonable. The parties shall provide each other with good faith estimates of the amount, if any, of GE Formation Taxes and the Newco Formation Taxes, as soon as reasonably available.

(e) Tax Return Payments. The party responsible under this Article III for preparing (or causing to be prepared) a Tax Return (the "Preparing Party") shall timely pay (or cause to be paid) any Taxes shown as due on that Tax Return to the relevant Taxing Authority. If any party is obligated to make payments under this Section 3.04(e) with respect to Taxes allocated to another party under this Agreement, such other party will pay the Preparing Party the amount of such Taxes in accordance with Article VI.

ARTICLE IV

POST-CLOSING TAX MATTERS

Section 4.01 Allocation of GE Combined Group Tax Liability.

(a) For each Post-Closing Period (for the avoidance of doubt, including the portion of a Straddle Period beginning after the Closing Date) for which a GE Combined Tax Return is filed, (i) Newco or Newco LLC, as applicable, shall be responsible for the Pro Forma Tax Liability of any member of its respective Group and (ii) GE shall be responsible for any Pro Forma Utilized Loss.

(b) To the extent that a member of the GE Group may elect to cause one or more members of the Newco Group or the Newco LLC Group to be included in a GE Combined Tax Return (an "Optional GE Combined Group"), GE shall have the sole discretion as to whether to include any such members in the GE Combined Tax Return.

Section 4.02 Preparation of the Pro Forma Group Returns.

(a) For each Post-Closing Period (for the avoidance of doubt, including the portion of a Straddle Period beginning after the Closing Date) for which a GE Combined Tax Return is filed, Newco shall prepare (or cause to be prepared) a pro forma Tax Return for any member of the Newco Group or the Newco LLC Group included in such GE Combined Tax Return (each, a "Pro Forma Group Return").

(b) The Pro Forma Group Return shall be prepared as if the relevant member of the Newco Group or the Newco LLC Group filed a separate Tax Return that only included such member and any other members of such Group that are included in the GE Combined Tax Return and would be permitted to file a Tax Return on a group basis with such member; *provided* that (x) with respect to the preparation of a Pro Forma Group Return in respect of an Optional GE Combined Group, Newco shall determine all accounting methods, elections and methods of calculation (collectively "Methods") and (y) with respect to the preparation of a Pro Forma Group Return in respect of a GE Combined Group other than an Optional GE Combined Group, the Methods used by GE in calculating Taxes with respect to the applicable GE Combined Return will be used in calculating the Pro Forma Return unless any such Method is inconsistent with a Method used in the Newco Group's consolidated U.S. federal income Tax Return, in which case the Newco Group's Method shall be used. Notwithstanding the foregoing, (i) if Taxes with respect to the GE Combined Tax Return are calculated using an apportionment ratio based on the combined factors of the entities included in the GE Combined Tax Return, the apportionment of net income or net loss of member(s) of the Newco Group or the Newco LLC Group will be determined using separate apportionment ratio of such member(s), (ii) there will be no carryback of any Tax Attribute from one Taxable Year to any prior Taxable Year, (iii) if the GE Group makes a payment to the Newco Group or the Newco LLC Group in respect of a Pro Forma Utilized Loss (as defined below), the corresponding net operating loss shall be excluded for purposes of determining any Pro Forma Tax Liability for a subsequent Taxable Year, and (iv) to the extent that the Pro Forma Group Return relates to the portion of a Straddle Period beginning after the Closing Date, the principles of Treas. Reg. § 1.1502-76(b)(2) (without any deemed ratable allocation election) shall apply in allocating income, deductions, gains, losses and other items of such member(s) of the Newco Group or the Newco LLC Group between the Pro Forma Group Return, on the one hand, and the Pre-Closing Period of any GE Combined Return or any other Tax Return that includes such member(s), on the other hand, as if there were two separate Taxable Years.

Section 4.03 Payments with Respect to Pro Forma Group Returns.

(a) Newco or Newco LLC shall make payments (including estimated payments) to the relevant member of the GE Group with respect to any Pro Forma Group Return as if (i) that Pro Forma Group Return was actually required to be filed under applicable Law and (ii) the relevant member of the GE Group was the relevant Taxing Authority of the applicable jurisdiction (a "Pro Forma Tax Liability"). In applying this Section 4.03, all Laws relating to timing and computation of payments and estimated payments, interest, penalties, additions to tax and additional amounts shall be applied.

(b) Notwithstanding Section 4.03(a), if (i) a Pro Forma Group Return reflects a loss resulting in no Tax liability shown as due on such Tax Return, and (ii) such loss results in an actual reduction in the Tax liability shown as due on the corresponding GE Combined Return (calculated on a "with and without" basis), Newco or Newco LLC (or the relevant member of the applicable Group) shall be entitled to a payment from the relevant member of the GE Group in an amount equal to such reduction in Tax liability (a "Pro Forma Utilized Loss").

Section 4.04 Pro Forma Group Returns Certifications. GE shall provide Newco with a certification signed by the chief financial officer of GE (i) setting forth the Methods necessary for Newco to prepare a Pro Forma Group Return and (ii) providing in reasonable detail the basis for the GE Group's computations with respect to a Pro Forma Utilized Loss, together with a statement to the effect that all such computations have been made without regard to any transaction a significant purpose of which is to reduce or defer an amount payable with respect to a loss reflected on a Pro Forma Group Return.

ARTICLE V

SHARED TAX BENEFITS

Section 5.01 Allocation of Shared Tax Benefits. Structure Benefits, BHI Tax Benefits and Exchange Benefits ("Shared Tax Benefits") shall be allocated as provided below.

(a) The GE Group shall be entitled to:

(i) 100% of Structure Benefits to the extent of Newco Formation Taxes, GE Formation Taxes and any Indemnified Newco 752 Liability ("GE Structure Benefits");

(ii) the GE Group's Allocable Share of Excess Structure Benefits;

(iii) the GE Group's Allocable Share of BHI Tax Benefits; and

(iv) 50% of any Exchange Benefit.

(b) The Newco Group shall be entitled to the Newco Group's Allocable Share of Excess Structure Benefits and shall retain 50% of any Exchange Benefit.

Section 5.02 Shared Tax Benefit Definitions.

(a) "Structure Benefits" means the reduction in cash Taxes actually payable by the GE Group and/or the Newco Group (calculated on a "with and without" basis) attributable to:

(i) Tax items, including Tax basis, deductions, losses, expenses or credits created and Taxes paid resulting from transactions giving rise to Formation Taxes or any Indemnified Newco 752 Liability (including correlative items that are attributable to amounts included in the calculation of Formation Taxes or any Indemnified Newco 752 Liability);

(ii) a loss, deduction, expense or credit allocated by Newco LLC to a Member to the extent that such loss, deduction, expense or credit could not have been used by Newco LLC on a stand-alone basis, determined as if Newco LLC were classified as a corporation (instead of a partnership) for U.S. federal income tax purposes; or

(iii) an allocation by Newco LLC to members of the GE Group or members of the Newco Group, as applicable, pursuant to Section 704(c) of the Code of (1) any loss (including a loss associated with a liability described in Treas. Reg. § 1.752-7) if the allocation of such loss exceeded such Group's Allocable Share of the loss or (2) any gain if the allocation of such gain was less than such Group's Allocable Share of the gain (in each case, for the avoidance of doubt, excluding depreciation or amortization allocated pursuant to Section 704(c) of the Code).

The parties intend (i) that the terms "loss, deduction, expense or credit," as used in Section 5.02(a)(ii) be interpreted broadly and (ii) no inference that a Tax item similar to a loss, deduction, expense or credit (under current or future law) is not to be taken into account under Section 5.02(a)(ii) as a result of it not being specifically set forth therein.

(b) "Excess Structure Benefits" means Structure Benefits in excess of GE Structure Benefits.

(c) "BHI Tax Benefits" means the reduction in cash Taxes that would have been payable by the Newco Group (calculated on a "with and without" basis) with respect to any Post-Closing Period (i) attributable to a Tax Attribute of the Newco Group arising in a Pre-Closing Period and (ii) assuming the Taxable Year of each relevant Member of the Newco Group ended on and included the Closing Date (with any required proration made in accordance with Section 2.02).

(d) "Exchange Benefits" means the reduction in cash Taxes actually payable by the Newco Group (calculated on a "with and without" basis) derived from any Basis Adjustment that is attributable to an Exchange undertaken by a member of the GE Group.

Section 5.03 Determination of Shared Tax Benefits.

(a) On a calendar quarter basis, GE shall provide Newco with a computation of the estimated amount, if any, with respect to such quarter of such Taxable Year of (i) the Structure Benefits realized by the GE Group and the amount of such Structure Benefits that are GE Structure Benefits and the amount that are Excess Structure Benefits, and (ii) the GE Formation Taxes. No later than thirty (30) days after the due date (taking into account extensions validly obtained) for filing the GE Consolidated Tax Return for each Taxable Year, GE shall provide Newco with a certification signed by the chief financial officer of GE setting forth the amount, if any, with respect to such Taxable Year of the Structure Benefits realized by the GE Group and the amount of such Structure Benefits that are GE Structure Benefits and the amount that are Excess Structure Benefits.

(b) On a calendar quarter basis, Newco shall provide GE with a computation of the estimated amount, if any, with respect to such quarter of such Taxable Year of (i) the Structure Benefits, BHI Tax Benefits, and Exchange Benefits realized by the Newco Group and the amount of such Structure Benefits that are GE Structure Benefits and the amount that are Excess Structure Benefits and (ii) Newco Formation Taxes and any Indemnified Newco 752 Liability. No later than thirty (30) days after the due date (taking into account extensions validly obtained) for filing the Newco Consolidated Tax Return for each Taxable Year, Newco shall provide GE with a certification signed by the chief financial officer of Newco setting forth the amount, if any, with respect to such Taxable Year of (x) the Structure Benefits, BHI Tax Benefits, and Exchange Benefits realized by the Newco Group and the amount of such Structure Benefits that are GE Structure Benefits and the amount that are Excess Structure Benefits and (y) Newco Formation Taxes and any Indemnified Newco 752 Liability.

(c) The certifications pursuant to Section 5.03(a) and Section 5.03(b) above (the "Certifications") shall set forth in reasonable detail the basis for such computation, together with a statement to the effect that all such computations have been made without regard to any transaction a significant purpose of which is to reduce or defer (or, in the case of the certifications pursuant to Section 5.03(b)(y), to increase or accelerate) any amount payable by the non-certifying party; *provided* that the Certifications provided pursuant to Section 5.03(b)(y) shall also include a statement to the effect that BHI mitigated, to the extent possible, Newco Formation Taxes and any Indemnified Newco 752 Liability. If the chief financial officer of the certifying party determines that it is necessary to adjust any computations required by the preceding sentence, then such chief financial offer will be permitted to make such adjustments in a manner reasonably acceptable to the non-certifying party.

(d) Notwithstanding anything to the contrary contained in this Section 5.03, (i) the procedures in Section 2.01(a)(ii) will govern the determination of GE Formation Taxes, (ii) GE and Newco shall use commercially reasonable efforts to resolve any disputes with respect to the Certifications, and (iii) if GE and Newco are unable to resolve such dispute within ten (10) days, the applicable Certification and a certification prepared by the CFO of the other Group that resolves the disputed item or items in the manner that such CFO believes is appropriate and sets forth in reasonable detail the basis for the determination shall be submitted to the GE CEO and Conflicts Committee for resolution in accordance with Article VI of the Stockholders Agreement; *provided* that to the extent that the disputed item or items are not resolved in accordance with Section 6.2 of the Stockholders Agreement, (x) Section 6.1(g) of the Stockholders Agreement shall not apply and (y) the disputed item or items, including such Certification and such other prepared certification, shall be presented to the "Independent Arbiter, and the Independent Arbiter shall resolve the disputed item or items in a timely manner.

Section 5.04 Determination of Payments for Structure Benefits and BHI Tax Benefits.

(a) With respect to each Taxable Year, within ten (10) days of the agreement by GE and Newco that the Certifications are acceptable to each party in accordance with Section 5.03 (the "Determination Date"):

(i) the GE Sharing Amount shall be calculated with respect to such period as equal to the excess, if any, of:

A. The sum of (1)(x) 100% of the total GE Structure Benefits, (y) GE's Allocable Share of the total Excess Structure Benefits, and (z) GE's Allocable Share of the BHI Tax Benefits, in each case, with respect to the applicable Taxable Year, as shown on the relevant Certifications as realized by the Newco Group and (2) any Unpaid GE Sharing Amount, over

B. The sum of (1) Newco's Allocable Share of the total Excess Structure Benefits with respect to the applicable Taxable Year, as shown on the relevant Certifications as realized by the GE Group and (2) any Unpaid BHI Sharing Amount; and

(ii) the BHI Sharing Amount shall be calculated as equal to the excess, if any, of Section 5.04(a)(i)(B) over Section 5.04(a)(i)(A).

(b) Payments of Sharing Amounts, as determined pursuant to this Section 5.04, will be made pursuant Section 4.02 of the LLC Agreement.

(c) In a Taxable Year (the "752 Year") in which GE bears an Indemnified Newco 752 Liability, if any, including as a result of a Determination or amended Tax Return, an amount shall be added to Section 5.04(a)(i)(A) (the "752 GE Sharing Amount") equal to the difference, if any, between (i) the GE Sharing Amount or the negative of the BHI Sharing Amount, as the case may be, calculated as if such Indemnified Newco 752 Liability were incurred as of the Closing Date for the purposes of Section 5.01(a)(i) and (ii) the GE Sharing Amount or the negative of the BHI Sharing Amount, as the case may be, calculated in each of clauses (i) and (ii), as of (and including) the Taxable Year prior to the 752 Year and assuming no Sharing Payments have been made. With respect to a 752 Year, this Section 5.04(c) shall be applied before Section 5.04(a).

Section 5.05 Payment of Exchange Benefits.

(a) In General. With respect to each Taxable Year, within ten (10) days of the agreement by GE and Newco that the Certifications are acceptable to each party, Newco shall make a payment to the GE Group equal to 50% of the Exchange Benefits, if any.

(b) Tax Treatment.

(i) Unless otherwise required by applicable Law, the parties agree that (i) an Exchange shall be treated as a taxable sale of Common Units and shares of Class B Common Stock by the relevant member of the GE Group to Newco that gives rise to Basis Adjustments and (ii) payments made pursuant to Section 5.05(a) (excluding, for the avoidance of doubt, any payments treated as interest for U.S. federal income tax purposes) shall be treated as subsequent upward purchase price adjustments that have the effect of creating additional Basis Adjustments in the year of payment.

(ii) Newco and GE hereby acknowledge and agree that, as of the date of this Agreement and as of the date of any future Exchange that may be subject to this Agreement, the aggregate value of payments to be made under Section 5.05(a) cannot be reasonably ascertained for U.S. federal income or other applicable tax purposes.

(c) Payments Following a Newco Change of Control Transaction. In the event of a Newco Change of Control Transaction, all payments with respect to Exchange Benefits following such Newco Change of Control Transaction shall be mutually determined by GE and Newco acting in good faith based on the Newco LLC Group's projected standalone taxable income, which shall be calculated at the time of such Newco Change of Control Transaction based on the Newco LLC Group's standalone activities, balance sheet, Tax Attributes and other characteristics, in each case, immediately before such Newco Change of Control Transaction.

(d) Late Payments. Any payment required to be made by Newco under this Agreement with respect to Exchange Benefits that is not made when due under the terms of this Agreement shall be payable together with any interest thereon, computed at the Default Rate and commencing from the date on which such payment was due and payable.

(e) Acceleration on Material Breach. In the event that (i) (x) Newco fails to make any payment (other than a payment of a *de minimis* amount) under this Agreement with respect to Exchange Benefits within thirty (30) days after the date when due, (y) following the expiration of such thirty (30) day period, GE provides written notice to Newco of such failure and (z) Newco fails to cure such failure within ten (10) days of receipt of such written notice, and (ii) a Credit Event has occurred, then all obligations hereunder with respect to such Exchange Benefits shall be accelerated and become immediately due and payable, and shall include, but not be limited to: (1) the Material Breach Payment; (2) any prior payments with respect to Exchange Benefits that are due and payable but that still remain unpaid as of the date of such acceleration; and (3) any current payments with respect to Exchange Benefits due for the Taxable Year ending with or including the date of such acceleration; *provided,* that in the event that a Credit Event occurs within the thirty (30) day period described in clause (i)(x) above, such thirty (30) day period shall be deemed to end on the date of the Credit Event and clauses (i)(y) and (i)(z) shall not apply.

(f) Payment Upon Material Breach. The "Material Breach Payment" payable to a GE Group member pursuant to Section 5.05(d) shall equal the present value, discounted at the Default Rate, of all payments with respect to Exchange Benefits that would be required to be paid to such GE Group member, in respect of Common Units that were Exchanged prior to (or deemed to be Exchanged as a result of the acceleration), beginning from the date of acceleration and using the Valuation Assumptions.

ARTICLE VI

INDEMNITY

Section 6.01 Indemnities.

(a) Newco LLC Indemnity. Newco LLC shall indemnify GE and each member of the GE Group and Newco and each member of the Newco Group, as applicable, from:

(i) any Taxes allocated to Newco LLC pursuant to Article II;

(ii) any Taxes attributable to the breach by any member of the Newco LLC Group of any representation, warranty or covenant made by such member in this Agreement, including the representations and covenants set forth on Schedule 8.01 in accordance with Section 8.01; and

(iii) all liabilities, costs, expenses (including, without limitation, reasonable accountant, attorney and other professional fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (i)-(ii), including those incurred in a contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

(b) GE Indemnity. GE shall indemnify Newco and each member of the Newco Group and Newco LLC and each member of the Newco LLC Group, as applicable, from:

(i) any Taxes allocated to GE pursuant to Article II;

(ii) any Taxes attributable to breach by any member of the GE Group of any covenant made by such member in this Agreement; and

(iii) all liabilities, costs, expenses (including, without limitation, reasonable accountant, attorney and other professional fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (i)-(ii), including those incurred in a contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

(c) Newco Indemnity. Newco shall indemnify GE and each member of the GE Group and Newco LLC and each member of the Newco LLC Group, as applicable, from:

(i) Any Taxes attributable to breach by any member of the Newco Group of any representation, warranty or covenant made by such member in this Agreement or Section 7.04(f) of the Transaction Agreement; and

(ii) all liabilities, costs, expenses (including, without limitation, reasonable accountant, attorney and other professional fees and expenses), losses, damages, assessments, settlements or judgments arising out of or incident to the imposition, assessment or assertion of any Tax liability or damage described in (i), including those incurred in a contest in good faith in appropriate proceedings relating to the imposition, assessment or assertion of any such Tax, liability or damage.

Section 6.02 Payments.

(a) General. All payments to be made under this Agreement to another party (or a member of its respective Group) shall be made in immediately available funds. With respect to any payment required to be made to or by a member of the GE Group, GE shall have the right to designate, by written notice to the payor or payee, as applicable, which member of the GE Group will receive or make such payment. Notwithstanding the foregoing, payments of Sharing Amounts, as determined in accordance with Section 5.04, shall be made pursuant to Section 4.02 of the LLC Agreement.

(b) Net of Taxes. All payments under this Agreement other than payments made pursuant to Section 5.05 shall be (i) reduced by any Tax benefit related to the Taxes imposed on the payee Group to which the payments relate that is actually realized by the payee Group (or, with respect to any payment made by Newco LLC, realized by Members that are members of the payee Group, in each case calculated on a "with and without" basis) and (ii) increased by such amounts as are necessary so that after paying all Taxes with respect to the receipt of such payment, the payee receives an amount equal to the amount it would have received had no such Taxes been imposed; *provided* that (x) no decrease shall be made pursuant to clause (i) of this Section 6.02(b) to any payment described in Section 5.04 or (y) no GE Group payee shall be entitled to receive an amount pursuant to Section 6.02(b)(ii) greater than the amount GE would have received had GE been the GE Group payee.

Section 6.03 Tax Refunds. Each party to this Agreement shall be entitled to any refund of Taxes (or credit, reduction or offset in lieu thereof) (a "Tax Refund") with respect to any Tax allocable to such party pursuant to this Agreement. A party receiving a Tax Refund to which another party is entitled to hereunder (a "Refund Recipient") shall pay over the amount of such Tax Refund (including interest received from the relevant Taxing Authority) within ten (10) days of receipt (or from the due date for payment of any Tax reduced thereby, determined on a "with and without" basis).

Section 6.04 Rebalancing Payments. If (i) any Determination is made with respect to a Tax item, or any amended Tax Return is filed in each case that would impact the amount of a payment under this Agreement to a Group member, or, without duplication, (ii) the amount of a Structure Benefit is recalculated and is different than the amount of the Structure Benefit previously calculated and the recalculated amount is agreed to by the parties pursuant to the procedures set forth in Section 5.03(c) and Section 5.03(d), *mutatis mutandis,* then upon such Determination, amendment or recalculation, GE, Newco and/or Newco LLC shall make such payments as are necessary to ensure that the net economic position of the GE Group and the Newco Group after such payments is the same as it would have been had the adjustments made in connection with the Determination, amendment or recalculation been reflected in the calculation of the original payment ("Rebalancing Payments"). Rebalancing Payments shall include, without limitation:

(a) The repayment of any payment made under Section 5.04 or Section 5.05, Tax Refund, Pro Forma Tax Liability or Pro Forma Utilized Loss that would not have been payable had the adjustments made in connection with the Determination or amendment been reflected on the original Tax Return with respect to which a Determination or Amendment was made (the "Original Tax Return");

(b) The payment of any additional payment made under Section 5.04 or Section 5.05, Tax Refund, Pro Forma Tax Liability or Pro Forma Utilized Loss that would have been payable had the adjustments made in connection with the Determination or amendment been reflected on the Original Tax Return; and

(c) The repayment of any Structure Benefit as a result of Newco LLC on a stand-alone basis, determined as if Newco LLC was classified as a corporation (instead of a partnership) for U.S. federal income tax purposes, being able to use the loss, deduction or credit (in each case, or a portion thereof) giving rise to such Structure Benefit.

(d) Notwithstanding anything to the contrary in this Agreement, (i) this Section 6.04 shall not apply to the imposition of an Indemnified Newco 752 Liability, including as a result of a Determination or amended Tax Return and (ii) the effect of such imposition on Sharing Amounts with respect to years prior to the 752 Year shall be determined solely pursuant to Section 5.04(c). For the avoidance of doubt, this Section 6.04 shall apply with respect to any Determination, amended Tax Return or recalculation not addressed in the prior sentence.

Section 6.05 Timing of Payments. Except as otherwise provided by this Agreement, payments to be made under this Agreement to a Group member shall be made within ten (10) days of:

(a) an agreement between the relevant parties in accordance with this Agreement that an amount is payable pursuant to Section 4.03, Section 5.04, Section 5.05, Section 6.01, Section 6.02, Section 6.04 or any other provision of this Agreement; or

(b) a Determination.

Section 6.06 No Duplicative Payments. It is intended that the provisions of this Agreement will not result in the duplicative payment of any amount (including interest) that may be required under this Agreement, and the provisions of this Agreement shall be consistently interpreted and applied in accordance with that intent.

Section 6.07 Late Payments. In the event that any payment required to be made under this Agreement is made after the date on which such payment is due, interest will accrue on such amount from (but not including) the due date of the payment to (and including) the date such payment is actually made at the rate designated from time to time in Section 6621(a)(2) of the Code, compounded on a daily basis.

ARTICLE VII

ASSISTANCE AND COOPERATION

Section 7.01 Assistance and Cooperation. GE, Newco, EHHC and Newco LLC shall cooperate (and cause their respective Group members to cooperate) with each other and with each other's agents, including accounting firms and legal counsel, at such time and to the extent reasonably requested by another party in connection with matters subject to this Agreement. Such cooperation shall include, without limitation:

(a) the retention and timely provision on reasonable request of books, records, documentation or other information relating to Taxes of the Newco Group, the Newco LLC Group, any GE O&G Subsidiary and any member of the GE Group (other than a GE O&G Subsidiary) to the extent related to GE O&G until one year after the expiration of the applicable statute of limitations (giving effect to any extension, waiver or mitigation thereof);

(b) the filing or execution of any power of attorney and other document that may be necessary or appropriate (including to give effect to Article IX) in connection with any Tax Return or any Tax Contest to carry out the intent of this Agreement;

(c) the use of commercially reasonable efforts to obtain any documentation from a Taxing Authority or a third party that may be necessary or helpful in connection with the foregoing; and

(d) the making of its employees and facilities reasonably available on a mutually convenient basis to facilitate such cooperation;

provided that, in no event shall any party be entitled to any documentation or information with respect to the GE Group that does not relate exclusively to a GE O&G Subsidiary or GE O&G.

Section 7.02 Tax Information.

(a) General. Each of GE, Newco, EHHC and Newco LLC shall timely provide to the other party, upon reasonable request, information required by the requesting party necessary for the filing of all Tax Returns, the making of any permissible election related to Taxes, the preparation for any audit by any Taxing Authority, and the prosecution or defense of any Tax Contest; *provided* that in no event shall any party be entitled to any information of the GE Group that does not relate exclusively to a GE O&G Subsidiary or GE O&G.

(b) GE O&G Tax Package. Without limiting Section 7.02(a), Newco and EHHC shall provide to GE in a format determined by GE all information reasonably requested by GE as necessary to prepare any Tax Return described in Section 3.01 (a "Tax Package"). The Tax Package shall be prepared on a basis consistent with current practices of the GE Group and the relevant Tax Return to which the Tax Package relates. Newco shall furnish to GE the Tax Package for the relevant GE Combined Tax Return in respect of a Taxable Year no later than 60 days after the close of the relevant Taxable Year. For the avoidance of doubt, in accordance with Section 7.01 and Section 7.02, Newco shall also furnish GE workpapers and other such information and documentation as is reasonably requested by GE for Tax preparation purposes with respect to any member of the Newco Group or the Newco LLC Group.

(c) Conflicts Committee Reports. On a calendar quarter basis, the chief financial officer of Newco shall provide to the Conflicts Committee a report that sets forth the information delivered by GE to Newco pursuant to Section 5.03(a) and the information delivered by Newco to GE pursuant to Section 5.03(b).

Section 7.03 Confidentiality. Any information or documents provided under this Agreement shall be kept confidential by the person receiving the information or documents, except as may otherwise be necessary in connection with the filing of Tax Returns or in connection with any administrative or judicial proceedings relating to Taxes. Each of GE, Newco, EHHC, Newco LLC and any member of their respective Groups shall not be required to provide the other person with any information and documentation requested under this Agreement if the provision of such information or documentation would result in a waiver of attorney-client privilege or other applicable privilege or protection or would violate any Law.

ARTICLE VIII

REPRESENTATIONS, COVENANTS AND ADDITIONAL TAX MATTERS

Section 8.01 Newco LLC Representations and Covenants. Set forth on Schedule 8.01 are certain representations and covenants relating to the Intended Tax Treatment of Schedule A Transactions. Newco LLC shall (and shall cause the other members of the Newco LLC Group to) not take or cause to be taken any action that would cause to be untrue (or fail to take or cause not to be taken any action which inaction would cause to be untrue) any of the representations and covenants set forth on Schedule 8.01. Notwithstanding anything to the contrary contained in this Agreement, neither Newco LLC nor any other member of the Newco LLC Group shall be treated as breaching any representation or covenant set forth on Schedule 8.01 during any period during which the GE Group (or a transferee of the GE Group) owns 50% or more of the aggregate voting power of the outstanding Newco stock.

Section 8.02 Section 754 Election. Newco shall cause the Managing Member of Newco LLC, on and after the date hereof and continuing throughout the term of this Agreement, to ensure that Newco LLC and any member of the Newco LLC Group (including any successors to Newco LLC and such members arising as a result of terminations occurring pursuant to Section 708(b)(1)(B) of the Code) that is treated as a partnership for U.S. federal income tax purposes will have in effect an election under Section 754 of the Code (and under any similar provisions of applicable U.S. state or local law) for each Taxable Year.

Section 8.03 Section 704(c) Methods. Notwithstanding anything to the contrary contained in the LLC Agreement, Newco shall cause the Managing Member of Newco LLC to select methods under Section 704(c) of the Code for Newco LLC, initially and with respect to subsequent occasions for Section 704(c) method selection, in such a manner that is projected to produce (taking into account the result of prior Section 704(c) method selections), to the extent reasonably possible, an annual allocation of depreciation and amortization with respect to all Book/Tax Difference Assets based on the applicable Allocable Shares. For purposes of this Section 8.03, depreciation and amortization with respect to all Book/Tax Difference Assets shall include income and deduction items allocated pursuant to the traditional method with curative allocations (within the meaning of Treas. Reg. § 1.704-3(c)) or the "remedial allocation method" (within the meaning of Treas. Reg. § 1.704-3(d)) to the extent attributable to depreciation or amortization with respect to Newco LLC's directly held assets and with respect to the assets of any partnership in which Newco LLC holds a direct interest or an indirect interest through one or more pass-through entities.

Section 8.04 Sole Tax Sharing Agreement.

(a) Any and all existing Tax Sharing Agreements (as defined in the Transaction Agreement), written or unwritten, between any member of the GE Group and any member of the Newco LLC Group, if not previously terminated, shall be terminated as of the Closing Date without any further action between the parties thereto. Following the Closing Date, no member of any Group shall have any further rights thereunder, and this Agreement shall be the sole Tax Sharing Agreement between a member of one Group and a member of another Group.

(b) If there is any conflict between this Agreement and any other Ancillary Agreement or Long-Term Ancillary Agreement (as such terms are defined in the Transaction Agreement) with respect to a matter addressed herein, to the extent of such conflict, this Agreement shall prevail and control.

(c) Without liming Section 8.04(a) or Section 8.04(b), Newco and Newco LLC acknowledge and agree that, from and after the date hereof, as between this Agreement and the Transaction Agreement, this Agreement shall exclusively govern Tax matters and no provision of the Transaction Agreement, including Section 10.06 thereof, shall apply with respect to Tax matters.

Section 8.05 Dispute Resolution.

(a) Each of Newco and Newco LLC acknowledges and agrees that, except as otherwise provided herein, this Agreement and the transactions, filings or other actions contemplated by this Agreement (including any and all payments hereunder, whether or not in excess of the Threshold (as defined in the Stockholders Agreement)) have been approved by the board of directors of Newco.

(b) To the extent there is a dispute between GE and Newco under this Agreement and the process for resolving such dispute is not specifically addressed in this Agreement, if GE and Newco are unable to resolve such dispute within ten (10) days, (i) each of the chief financial officers of GE and Newco shall prepare certifications that resolve the disputed item or items in the manner that each believes is appropriate and set forth in reasonable detail the basis for the determination (the "Dispute Certifications"), and (ii) the Dispute Certifications shall be submitted to Conflicts Committee for resolution by the chief financial officer of GE and the Conflicts Committee in accordance with Article VI of the Stockholders Agreement; *provided* that to the extent that the disputed item or items are not resolved by the chief financial officer of GE and the Conflicts Committee in accordance with Section 6.2 of the Stockholders Agreement, (i) Section 6.1(g) of the Stockholders Agreement shall not apply and (ii) the disputed item or items, including the Dispute Certifications, shall be presented to the Independent Arbiter, and the Independent Arbiter shall resolve the disputed item or items in a timely manner.

Section 8.06 Change in Tax Law. In the event of any change in or successor U.S. federal statute to the Code or any change in or successor statute to other applicable Tax Law, the principles of this Agreement shall apply *mutatis mutandis* and the parties shall cooperate in good faith to apply such principles in such manner.

ARTICLE IX

TAX CONTESTS

Section 9.01 Notice. Within twenty (20) days after a party becomes aware of the commencement of a Tax Contest that may give rise to Taxes for which another party has an indemnification obligation pursuant to this Agreement or with respect to which such other party has control or other rights under Section 9.02, such party shall notify the other party of such Tax Contest; *provided* that to the extent that the GE Group owns less than 33% of the outstanding Common Units, GE shall only be entitled to receive notice of a Tax Contest for which GE would have an indemnification obligation pursuant to this Agreement. Such notice shall provide that the notifying party may seek indemnification from the other party under this Agreement and shall attach copies of the pertinent portion of any written communication from a Taxing Authority and contain factual information (to the extent known) describing any asserted Tax liability in reasonable detail and shall be accompanied by copies of any notice and other documents received from any Taxing Authority in respect of any such matters; *provided* that in no event shall any party be entitled to any documentation or information with respect to the GE Group that does not relate exclusively to a GE O&G Subsidiary or GE O&G (except to the extent such information is otherwise required to be provided pursuant to this Agreement). A failure of a party to comply with this Section 9.01 shall not relieve the other party of its indemnification or other payment obligations under this Agreement, except to the extent such failure actually increases the amount of such other party's liability.

Section 9.02 Control of Tax Contests.

(a) GE Tax Returns. In the case of any Tax Contest with respect to any Tax Return described in Section 3.01 (and, for the avoidance of doubt, any other Tax Return filed by the GE Group) other than a Newco LLC Indemnified GE Return, GE shall have exclusive control over the Tax Contest, including exclusive authority with respect to any settlement of such Tax liability. In the case of any Tax Contest with respect to a Newco LLC Indemnified GE Return, GE shall control the Tax Contest and Newco shall be kept reasonably informed of material developments relating to such Tax Contest and the Tax Contest shall not be settled without Newco's consent, which consent shall not be unreasonably withheld or delayed.

(b) Newco LLC Tax Returns. In the case of any Tax Contest described in Section 9.02 of the LLC Agreement, the LLC Agreement shall govern.

(c) Other Tax Contests. In the case of any Tax Contest with respect to any Tax Return relating to the Newco LLC Group (except as described in Section 9.02(b)), (i) Newco and GE shall have joint control over the Tax Contest to the extent the Tax Contest directly relates any Shared Tax Benefits, Newco Formation Taxes, any Indemnified Newco 752 Liability or Taxes for which GE has an indemnification obligation pursuant to this Agreement, including settlement or compromise thereof, and (ii) with respect to any such Tax Return that otherwise relates to a Pre-Closing Period, GE shall be kept reasonably informed of material developments relating to such Tax Contest and the Tax Contest shall not be settled without GE's consent, which consent shall not be unreasonably withheld or delayed; provided that to the extent that the GE Group owns less than 33% of the outstanding Common Units, clause (ii) of this Section 9.02(c) shall no longer apply. In the case of any Tax Contest with respect to any Tax Return relating to the Newco Group, Newco shall control and, to the extent the Tax Contest directly relates any Shared Tax Benefits, Newco Formation Taxes, any Indemnified Newco 752 Liability or Taxes for which GE has an indemnification obligation pursuant to this Agreement, GE shall have the right to participate in such Tax Contest at its own expense, shall be kept reasonably informed of material developments relating to such Tax Contest and the Tax Contest shall not be settled without GE's consent, which consent shall not be unreasonably withheld or delayed; *provided* that following the Trigger Date, GE shall no longer have the rights provided by this sentence with respect to Tax Contests relating to Shared Tax Benefits, except that GE shall be kept reasonably informed of material developments relating to any such Tax Contest.

(d) Rebalancing Payments. Notwithstanding anything in this Section 9.02 to the contrary, the party controlling a Tax Contest that could result in Rebalancing Payment shall (i) not take into account whether an item at issue relates to a Shared Tax Benefit when determining how to conduct or settle such Tax Contest and (ii) keep the other party reasonably informed of all material developments with respect to such Tax Contest.

ARTICLE X

GENERAL PROVISIONS

Section 10.01 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including e-mail transmission, so long as a receipt of such e-mail is requested and received by non-automated response). All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding business day in the place of receipt. All such notices, requests and other communications to any party hereunder shall be given to such party as follows:

(a) if to Newco to:

Baker Hughes, a GE company
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

(b) if to Newco LLC to:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

(c) if to EHHC to:

EHHC NewCo LLC
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

(d) if to GE to:

General Electric Company
41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Email: jim.waterbury@ge.com

Section 10.02 Binding Effect. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns. No provision of this Agreement is intended to confer any rights, benefits, remedies, obligations or liabilities hereunder upon any Person other than the parties hereto and their respective successors and assigns.

Section 10.03 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF DELAWARE WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION OR RULE (WHETHER OF THE STATE OF DELAWARE OR ANY OTHER JURISDICTION) THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF DELAWARE.

Section 10.04 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 10.05 Assignment; No Third-Party Beneficiaries.

(a) This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void; *provided, however,* that a GE Group member may (i) assign its right to receive any Exchange Benefit under this Agreement to any Permitted Transferee to whom Common Units and shares of Class B Common Stock are transferred in accordance with the LLC Agreement and the Stockholders Agreement, *provided* that such Person executes and delivers a Joinder agreeing to succeed to the applicable portion of such member's interest in this Agreement and to become a Party to this Agreement or (ii) pledge some or all of its rights, interests or entitlements in respect of Exchange Benefits under this Agreement to any bank in connection with a loan or other indebtedness.

(b) Nothing in this Agreement shall be construed as giving any Person, other than the parties hereto and their heirs, successors, legal representatives and permitted assigns, any right, remedy or claim under or in respect of this Agreement or any provision hereof.

Section 10.06 Severability. If any provision of this Agreement shall be held to be illegal, invalid or unenforceable under any applicable Law, then such contravention or invalidity shall not invalidate the entire Agreement. Such provision shall be deemed to be modified to the extent necessary to render it legal, valid and enforceable, and if no such modification shall render it legal, valid and enforceable, then this Agreement shall be construed as if not containing the provision held to be invalid, and the rights and obligations of the parties hereto shall be construed and enforced accordingly.

Section 10.07 Entire Agreement. This Agreement, the Transaction Agreement, the LLC Agreement and the Exchange Agreement constitute the entire agreement among the parties with respect to the subject matter of this Agreement and supersede all prior agreements and understandings, both oral and written, among the parties with respect to the subject matter of this Agreement. Nothing in this Agreement shall create any third-party beneficiary rights in favor of any Person.

Section 10.08 Amendments. This Agreement may not be amended or modified without the consent of each of GE, Newco, EHHC and Newco LLC.

Section 10.09 Waiver. Any failure of any of the parties to comply with any obligation, representation, warranty, covenant, agreement or condition herein may be waived at any time by any of the parties entitled to the benefit thereof only by a written instrument signed by each such party granting such waiver, but such waiver or failure to insist upon strict compliance with such obligation, representation, warranty, covenant, agreement or condition shall not operate as a waiver of or estopped with respect to, any subsequent or other failure.

Section 10.10 Creditors. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of a party or any members of its Group, and no creditor who makes a loan to a party or any members of its Group may have or acquire (except pursuant to the terms of a separate agreement executed by the party in favor of such creditor) at any time as a result of making the loan any direct or indirect interest in this Agreement other than as a secured creditor.

Section 10.11 Further Action. The parties shall execute and deliver all documents, provide all information and take or refrain from taking such actions as may be reasonably necessary or appropriate to achieve the purposes of this Agreement; *provided* that, in no event shall any party be entitled to any documentation or information with respect to the GE Group that does not relate exclusively to a GE O&G Subsidiary or GE O&G.

Section 10.12 Right of Offset. Whenever a party is to pay any sum to any other party, any amounts that such party owes to the party which are not the subject of a good faith dispute may be deducted from that sum before payment.

Section 10.13 Descriptive Headings; Interpretation. The descriptive headings of this Agreement are inserted for convenience only and do not constitute a substantive part of this Agreement. Whenever required by the context, any pronoun used in this Agreement shall include the corresponding masculine, feminine or neutral forms, and the singular form of nouns, pronouns and verbs shall include the plural and vice versa. The use of the word "including" in this Agreement shall be by way of example rather than by limitation. Reference to any agreement, document or instrument means such agreement, document or instrument as amended or otherwise modified from time to time in accordance with the terms thereof, and if applicable hereof. Without limiting the generality of the immediately preceding sentence, no amendment or other modification to any agreement, document or instrument that requires the consent of any Person pursuant to the terms of this Agreement or any other agreement will be given effect hereunder unless such Person has consented in writing to such amendment or modification. Wherever required by the context, references to a Taxable Year shall refer to a portion thereof. The use of the words "or," "either" and "any" shall not be exclusive. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement. Wherever a conflict exists between this Agreement and any other agreement, this Agreement shall control but solely to the extent of such conflict. References to agreements or other documents shall be deemed to refer to such agreement or other document as amended, restated, supplemented and/or otherwise modified from time to time. References to any Law or statute shall be deemed to refer to such Law or statute, together with the rules and regulations promulgated thereunder, in each case as may be amended from time to time and any successor thereto.

Section 10.14 LLC Agreement. This Agreement shall be treated as part of the LLC Agreement as described in Section 761(c) of the Code and Treas. Reg. §§ 1.704-1(b)(2)(ii)(h) and 1.761-1(c).

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the undersigned have executed or caused to be executed on their behalf this Agreement as of the date first written above.

BAKER HUGHES, A GE COMPANY, LLC

By: EHHC NewCo, LLC, its Managing Member

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to Tax Matters Agreement*]

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to Tax Matters Agreement*]

EHHC NEWCO, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to Tax Matters Agreement*]

Exhibit 10.6

EXECUTION VERSION

General Electric Company
41 Farnsworth Street
Boston, MA 02210

RE: Non-Competition Agreement

Ladies and Gentlemen:

This agreement (this "**Agreement**") is entered into as of July 3, 2017, by and between GENERAL ELECTRIC COMPANY, a New York corporation ("**GE**"), and BAKER HUGHES, A GE COMPANY, a Delaware corporation ("**Newco**" and, together with GE, the "**Parties**").

Newco and GE hereby agree as follows:

1. Non-Competition Covenant. Except as permitted pursuant to Section 2, from the Closing, for the period beginning on the Closing Date and ending on the second anniversary of the Trigger Date, no member of the GE Group shall own, manage, operate or engage in, directly or indirectly, a Competing Business anywhere in the world.

2. Exceptions to Non-Competition Covenant.

(a) Notwithstanding Section 1, and without implicitly agreeing that the following activities would be subject to the provisions of Section 1, nothing in Section 1 shall preclude, prohibit or restrict any member of the GE Group from engaging in any manner in any: (i) Existing Business; (ii) De Minimis Business; (iii) Financial Services Business; (iv) Additive Activities; (v) IIOT Enabling Activities; or (vi) Control Systems Activities.

(b) With respect to the Competing Business of any After-Acquired Business, no member of the GE Group shall be subject to the restrictions set forth in Section 1 with respect to such Competing Business, so long as (i) 50% or less of the revenue of such After-Acquired Business in the most recently completed calendar year was generated from such Competing Business, and (ii) prior to the expiration of the Post-Acquisition Period, (A) the applicable member of the GE Group executes a definitive agreement for, and consummates, the Sale of all (but not less than all) of the Competing Business (in accordance with Section 3(a)) or of all (but not less than all) of the O&G Contractual Obligations of the Non-Segregable Competing Business (in accordance with Section 3(c)), as applicable, or (B) the Competing Business of such After-Acquired Business complies with the non-competition covenant described in Section 1 (subject to any applicable exceptions in Section 2). For the avoidance of doubt, nothing in this Agreement shall limit the ability of the GE Seller to operate the Competing Business during the applicable Post-Acquisition Period prior to the expiration thereof.

3. Competing Business.

(a) Unless otherwise agreed by the Parties, subject to Section 3(b), prior to any Sale of a Competing Business, the applicable member of the GE Group (the "**GE Seller**") shall first, as soon as reasonably practicable following the consummation of the acquisition of such Competing Business by the GE Seller and within the applicable Post-Acquisition Period, deliver a written notice (the "**Offer Notice**") to Newco or its designated Subsidiary (the "**Newco Buyer**") setting forth (i) the price for all (but not less than all) of such Competing Business (which such price shall be the fair market value, as reasonably determined by GE, taking into consideration, as applicable, the terms upon which the GE Group acquired such Competing Business) and (ii) any other material terms and conditions of the proposed Sale. The receipt of the Offer Notice by the Newco Buyer shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such Competing Business to the Newco Buyer at the price and on the terms as set forth in the Offer Notice (the "**Offer**"). The Offer shall remain open and irrevocable for a period of sixty (60) days after receipt of such Offer Notice by the Newco Buyer (the "**Offer Period**"). The Newco Buyer shall have, during the Offer Period, reasonable access to the properties and books and records of such Competing Business as is customary for comparable transactions, subject to a customary confidentiality agreement. If the Newco Buyer accepts the Offer at any time prior to the expiration of the Offer Period by written notice delivered to, and received by, the GE Seller, the GE Seller and the Newco Buyer shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms' length basis and consistent with the terms of the Offer Notice, the other terms and conditions (to the extent not otherwise specified in the Offer Notice) of, and enter into, the definitive agreement for the Sale by the GE Seller to the Newco Buyer of all (but not less than all) of such Competing Business. The GE Seller and the Newco Buyer shall consummate the Sale of all (but not less than all) of such Competing Business by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after any applicable regulatory approvals have been obtained, any required notices have been filed or made and any waiting periods imposed by the applicable Governmental Entities necessary to consummate such Sale have expired or been terminated (such approval, notices and waiting periods collectively, the "**Regulatory Conditions**"). In the event that the Newco Buyer does not notify the GE Seller in writing of its desire to accept the Offer prior to the expiration of the Offer Period, or such Sale of such Competing Business from the GE Seller to the Newco Buyer is not consummated for any other reason, the GE Seller shall thereafter use its commercially reasonable efforts to consummate the Sale of all (but not less than all) of such Competing Business to a third party; provided that, such Competing Business is Sold (x) for an amount not less than the offer price included in the Offer Notice and (y) otherwise on terms and conditions no less favorable in the aggregate to the GE Seller than those specified in the Offer Notice. In the event the GE Seller fails to so consummate the Sale of all (but not less than all) of such Competing Business to a third party, the GE Seller shall promptly deliver a revised written notice to the Newco Buyer (the "**Revised Offer Notice**") setting forth (A) the revised price for all (but not less than all) of such Competing Business (which such price shall be the fair market value, as reasonably determined by GE, taking into consideration, as applicable, the terms upon which the GE Group acquired such Competing Business) and (B) any other material terms and conditions of the proposed Sale. The receipt of the Revised Offer Notice by the Newco Buyer shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such Competing Business to the Newco Buyer at the price as set forth in the Revised Offer Notice (the "**Revised Offer**"). The Revised Offer shall remain open and irrevocable until the expiration of thirty (30) days after receipt of such Revised Offer Notice by the Newco Buyer (the "**Revised Offer Period**"). If the Newco Buyer accepts the Revised Offer at any time prior to the expiration of the Revised Offer Period by written notice delivered to, and received by, the GE Seller, the GE Seller and the Newco Buyer shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms' length basis and consistent with the terms of the Revised Offer Notice the other terms and conditions (to the extent not otherwise specified in the Revised Offer Notice) of, and enter into, the definitive agreement for the Sale by the GE Seller to the Newco Buyer of all (but not less than all) of such Competing Business. The GE Seller and the Newco Buyer shall consummate the Sale of all (but not less than all) of such Competing Business by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. In the event that the Newco Buyer does not accept the Revised Offer Notice, or such Sale of the Competing Business from the GE Seller to the Newco Buyer is not consummated for any other reason, the GE Seller shall thereafter continue to use its commercially reasonable efforts to consummate the Sale of all (but not less than all) of such Competing Business to a third party; provided that, such Competing Business is Sold (x) for an amount not less than the offer price included in the Revised Offer Notice and (y) otherwise on terms and conditions no less favorable in the aggregate to the GE Seller than those specified in the Revised Offer Notice. To the extent the GE Seller continues to fail to so consummate the Sale of all (but not less than all) of such Competing Business to a third party, the GE Seller shall continue to deliver further revised written offer notices to the Newco Buyer with respect to such Competing Business, and in the event that a Sale of such Competing Business from the GE Seller to the Newco Buyer is not consummated, the GE Seller shall thereafter continue to use its commercially reasonable efforts to consummate the Sale of all (but not less than all) of such Competing Business to a third party, in each case, in accordance with the applicable provisions of this Section 3(a). For avoidance of doubt, such Competing Business shall not be subject to the provisions of Section 1 until the expiration of the applicable Post-Acquisition Period.

(b) With respect to the Competing Business of any After-Acquired Business, GE may elect, in its sole discretion, to undertake a reasonable determination as to whether such Competing Business is unreasonably burdensome to Sell taking into account in such objective determination, among other appropriate considerations, as applicable, the (A) feasibility of separation of technological architecture or the digital offering, if any, in a manner that would not significantly impair its functionality or value; (B) feasibility of separation of shared manufacturing or service infrastructure; and (C) operational complexity for provision of support or other services. If GE elects to undertake such a determination, the applicable GE Seller shall deliver to the Conflicts Committee, as soon as reasonably practicable, and in any event, no later than the date of the consummation of the acquisition of such Competing Business by the GE Seller, a written notice (the "**Consultation Notice**") (i) of such acquisition of such Competing Business by the GE Seller and (ii) setting forth in reasonable detail such GE Seller's conclusion that such Competing Business is unreasonably burdensome to Sell. For a period of twenty (20) days following the receipt of the Consultation Notice (the "**Consultation Period**"), the Conflicts Committee shall have reasonable access to the copies of the relevant diligence materials of the Competing Business of such After-Acquired Business, subject to a customary confidentiality agreement, setting forth the basis for the GE Seller's conclusion and shall consult with the GE Seller in good faith with respect to such conclusion. The GE Seller shall take into consideration reasonable justifications of the Conflicts Committee that such Competing Business is not unreasonably burdensome to Sell. In the event that the GE Seller and the Conflicts Committee both agree that such Competing Business is unreasonably burdensome to Sell, such Competing Business shall be deemed a Non-Segregable Competing Business and shall be subject to the process set forth in Section 3(c) (a "**Non-Segregable Determination**"). If the GE Seller and the Conflicts Committee after good faith effort fail to come to an agreement as to whether such Competing Business is unreasonably burdensome to Sell prior to the expiration of the Consultation Period, the parties shall submit such Dispute for resolution under the procedures set forth in Section 3(d). A final determination under such procedures that such Competing Business is unreasonably burdensome to Sell shall constitute a Non-Segregable Determination for all purposes hereunder. In the absence of a Non-Segregable Determination, such Competing Business shall not be considered a Non-Segregable Competing Business for any purpose hereunder and shall be subject in all respects to the process set forth in Section 3(a). Notwithstanding anything to the contrary contained herein, no Competing Business of an After-Acquired Business shall be considered a Non-Segregable Competing Business or be eligible for the process set forth in Section 3(c) if more than twenty percent (20%) or $350 million of its revenue in the most recently completed calendar year was generated from the Competing Business.

(c) In the event of a Non-Segregable Determination, the GE Seller shall deliver a written notice (the "**O&G Contractual Obligations Offer Notice**") to the Newco Buyer setting forth (i) the list of the O&G Contractual Obligations of such Non-Segregable Competing Business then in effect and (ii) the price for all (but not less than all) of such O&G Contractual Obligations (which such price shall be the fair market value, as reasonably determined by GE in good faith based on the aggregate purchase price paid or payable by GE for the After-Acquired Business, taking into consideration, as applicable, the terms upon which the GE Group acquired such Non-Segregable Competing Business). The receipt of the O&G Contractual Obligations Offer Notice by the Newco Buyer shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such O&G Contractual Obligations to the Newco Buyer at the price and on the terms as set forth in the O&G Contractual Obligations Offer Notice (the "**O&G Contractual Obligations Offer**"). The O&G Contractual Obligations Offer shall remain open and irrevocable for a period of sixty (60) days after receipt of such O&G Contractual Obligations Offer Notice by the Newco Buyer (the "**O&G Contractual Obligations Offer Period**"). The Newco Buyer shall have, during the O&G Contractual Obligations Offer Period, reasonable access to the copies of such O&G Contractual Obligations, subject to customary confidentiality agreement. If the Newco Buyer accepts the O&G Contractual Obligations Offer at any time prior to the expiration of the O&G Contractual Obligations Offer Period by written notice delivered to, and received by, the GE Seller, the parties shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms' length basis and consistent with the terms of the O&G Contractual Obligations Offer the other terms and conditions (to the extent not otherwise specified in the O&G Contractual Obligations Offer Notice) of (A) the Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer and (B) the segment strategy of serving the customers' requirements, it being understood that the Newco Buyer shall serve as the Leading Party (as defined in the Channel Agreement) with respect to all (but not less than all) of the O&G Products and Services in the applicable O&G Activities of such Non-Segregable Competing Business pursuant to a Competing Products and Services Channel (as defined in the Channel Agreement), and enter into a definitive agreement for such Sale as soon as reasonably practicable thereafter. The GE Seller and the Newco Buyer shall consummate such Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. The O&G Contractual Obligations of such Non-Segregable Competing Business shall not be subject to the terms and conditions of this Agreement or the Channel Agreement (including, for avoidance of doubt, the allocation and other provisions set forth in the applicable Channel Policies under the Channel Agreement) until the GE Seller and the Newco Buyer consummate a Sale of all (but not less than all) of such O&G Contractual Obligations, and in the event that the Newco Buyer does not notify the GE Seller in writing of its desire to accept the O&G Contractual Obligations Offer prior to the expiration of the O&G Contractual Obligations Offer Period, the terms and conditions of this Agreement and the Channel Agreement shall continue to be inapplicable to such Non-Segregable Competing Business, and nothing herein shall limit the ability of the GE Seller to operate such Non-Segregable Competing Business. Unless otherwise agreed by the Parties, any Non-Segregable Competing Business acquired by any member of the GE Group following the Trigger Date shall not be considered a Competing Business for all purposes of this Agreement and the Channel Agreement, and no member of the GE Group shall be subject to the restrictions set forth in Section 1 with respect to such Non-Segregable Competing Business.

(d) In the event (i) the GE Seller and the Conflicts Committee after good faith effort fail to come to an agreement as to whether a Competing Business is unreasonably burdensome to Sell prior to the expiration of the Consultation Period or (ii) the Newco Buyer disagrees with any matter in respect of a O&G Contractual Obligations Offer for all (but not less than all) of such O&G Contractual Obligations after a good faith effort to come to an agreement (in the case of both clause (i) and (ii), a "**O&G Contractual Obligations Dispute**"), the Newco Buyer shall submit to GE Seller a written notice of such disagreement in reasonable detail, including, if applicable, the price at which the Newco Buyer proposes to purchase such O&G Contractual Obligations, and the GE Seller and the Newco Buyer shall submit for final resolution to a nationally recognized consulting firm mutually acceptable to both parties (the "**Segregation Expert**") their respective written submissions setting forth in reasonable detail their respective views as to the correct nature of the O&G Contractual Obligations Dispute, including the price for such O&G Contractual Obligations, if applicable, and reflecting any discussions between the parties. To the extent the O&G Contractual Obligations Dispute includes a dispute as to the purchase price applicable to such O&G Contractual Obligations, the parties shall instruct the Segregation Expert to determine which of the parties' respective written submissions most closely reflects the fair market value for such O&G Contractual Obligations, and taking into consideration, as applicable, the aggregate purchase price paid or payable by GE for the After-Acquired Business and the terms upon which the GE Group acquired such Non-Segregable Competing Business. With respect to such valuation issues, the Segregation Expert shall determine the fair market value for such O&G Contractual Obligations within thirty (30) days following its appointment by the parties by selecting either of the prices set forth in the parties' respective written submissions, and taking into consideration, as applicable, the aggregate purchase price paid or payable by GE for the After-Acquired Business and the terms upon which the GE Group acquired such Non-Segregable Competing Business. The decision by the Segregation Expert in accordance with this Section 3(d) shall be final and binding on each party. Each party shall bear the costs and expenses of the Segregation Expert equally. For avoidance of doubt, the O&G Contractual Obligation Dispute resolution in this Section 3 shall be subject to the prohibition on the parties to commence or voluntarily participate in a court action or proceeding prior to the Trigger Date, as set forth in Section 8(b).

(e) The receipt by the Newco Buyer of a written notice from the GE Seller of the final resolution by the Segregation Expert under the procedures set forth in Section 3(d) with respect to such O&G Contractual Obligations shall constitute an exclusive offer by the GE Seller to Sell all (but not less than all) of such O&G Contractual Obligations to the Newco Buyer at the price and on the terms as set forth in such written notice (the "**Final Offer**"). The Final Offer shall remain open and irrevocable until the expiration of ten (10) days after receipt by the Newco Buyer of the Final Offer (the "**Final Offer Period**"). If the Newco Buyer accepts the Final Offer at any time prior to the expiration of the Final Offer Period by written notice delivered to, and received by, the GE Seller, the parties shall, as soon as reasonably practicable following such acceptance, negotiate in good faith, on an arms' length basis consistent with the terms of the Final Offer the other terms and conditions (to the extent not otherwise specified in the Final Offer) of (x) the Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer and (y) the segment strategy of serving the customers' requirements, it being understood that the Newco Buyer shall serve as the Leading Party (as defined in the Channel Agreement) with respect to all (but not less than all) of the O&G Products and Services in the applicable O&G Activities of such Non-Segregable Competing Business pursuant to a Competing Products and Services Channel (as defined in the Channel Agreement), and enter into a definitive agreement for such Sale as soon as reasonably practicable thereafter. The GE Seller and the Newco Buyer shall consummate such Sale of all (but not less than all) of such O&G Contractual Obligations by the GE Seller to the Newco Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. In the event that the Newco Buyer does not notify the GE Seller in writing of its desire to accept the Final Offer prior to the expiration of the Final Offer Period, the terms and conditions of this Agreement and the Channel Agreement shall continue to be inapplicable to such Non-Segregable Competing Business, and nothing herein shall limit the ability of the GE Seller to operate such Non-Segregable Competing Business.

4. Supply Agreement. During the period of two (2) years following the Trigger Date (the "**Tail Period**"), if a member of the Newco Group (the "**Newco Purchaser**") reduces in any given six-month period (which period starts at any point of time after the Trigger Date) the GE Sourcing Costs Share with respect to any Seller Good that it purchases from a member of the GE Group (the "**GE Supplier**") pursuant to the Supply Agreement by thirty percent (30%) as compared to the GE Sourcing Costs Share with respect to such Seller Good purchased from GE Supplier in the most recently completed calendar year prior to the Trigger Date, and the GE Supplier (a) has available capacity to supply such Seller Good pursuant to the Supply Agreement and (b) is not in material breach of the Supply Agreement (which such breach is incapable of being satisfied or cured by the GE Supplier within thirty (30) calendar days following receipt of written notice from the Newco Purchaser of such breach), then Section 1 shall no longer restrict the GE Supplier from selling such Seller Good during the remainder of the Tail Period. Upon reasonable request from the applicable GE Supplier, Newco shall, or shall cause the applicable Newco Purchaser to, provide to the applicable requesting GE Supplier, in reasonable detail, the GE Sourcing Costs Share with respect to applicable time periods. For purposes of this Section 4, "**GE Sourcing Costs Share**" means the quotient of (a) the amount of the sourcing costs incurred by the Newco Purchaser with respect to any Seller Good (as defined in the Supply Agreement) purchased by the Newco Purchaser from the GE Supplier in any given period of time *divided by* (b) the aggregate amount of the sourcing costs incurred by the Newco Group with respect to such Seller Good purchased by the Newco Group from the GE Group and third party suppliers in the same period of time.

5. Remedies. The covenants and undertakings contained in this Agreement relate to matters which are of a special, unique and extraordinary character and a violation of the terms will cause irreparable injury to Newco, the amount of which will be impossible to estimate or determine and which cannot be adequately compensated. Accordingly, the remedy at law for any breach of this Agreement will be inadequate. Therefore, Newco will be entitled, subject to Section 8 (including the prohibition on the Parties to commence or voluntarily participate in a court action or proceeding prior to the Trigger Date, as set forth in Section 8(b)) and Section 3(d), to an injunction, restraining order or other equitable relief from any court of competent jurisdiction in the event of a breach of this Agreement without the necessity of posting any bond or other indemnity. The rights and remedies provided by this Section 5 are cumulative and in addition to any other rights and remedies which Newco may have hereunder or at law or in equity.

6. Amendment; Waiver. No provision of this Agreement may be amended or modified except by written instrument signed by all the Parties to such agreement; provided that any material amendment or modification of this Agreement shall require the prior written approval of the Conflicts Committee or its authorized designee. Either Party may, in its sole discretion, waive any and all rights granted to it in this Agreement; provided that no waiver by either Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving; provided, further, that any waiver of any or all of Newco's material rights granted under this Agreement shall require the prior written approval of the Conflicts Committee or its authorized designee. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

7. Assignment; No Third Party Beneficiary. This Agreement shall not be assigned by either Party without the prior written consent of the other Party. This Agreement is for the sole benefit of the Parties to the Agreement and the members of their respective Group and their permitted successors and assigns (but not any Person (or its Affiliates) that purchases the products, parts, equipment, services, technology or systems from any member of the Newco Group or the GE Group under this Agreement), and nothing in this Agreement, express or implied, is intended to or shall confer upon any other) Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

8. Dispute Resolution.

(a) Except with respect to any Dispute pursuant to Section 3, any dispute, controversy or claim arising out of, in connection with, or relating to this Agreement, or the validity, interpretation, breach or termination thereof, (a "**Dispute**"), shall be resolved in accordance with the procedures set forth in this Section 8, which shall be the sole and exclusive procedures for the resolution of any such Dispute unless otherwise specified below. The Parties shall attempt in good faith to resolve any Dispute by negotiation between the senior business leader or officer of the applicable GE business or unit, on the one hand, and the Conflicts Committee, on the other hand (or their respective authorized designees). Either Party may initiate the negotiation process by providing a written notice to the other (the "**Initial Notice**"). Fifteen (15) days after delivery of the Initial Notice, the receiving Party shall submit to the other a written response (the "**Response**"). The Initial Notice and the Response shall include (i) a statement of the Dispute and of each Party's position and (ii) the name and title of any person that will represent that Party and of any other person who will accompany such person. Such meeting may be in person or by telephone within ten (10) Business Days of the date of the Response to seek a resolution of the Dispute. If a Dispute is not resolved by negotiation as provided above within thirty (30) days from the delivery of the Response, then either Party may submit the Dispute for resolution by mediation pursuant to the CPR Institute for Dispute Resolution (the "**CPR**") Model Mediation Procedure as then in effect. The Parties will select a mediator from the CPR Panels of Distinguished Neutrals. If the Parties are unable to select a mutually agreeable mediator within twenty (20) days following the submission of the Dispute to the CPR, the CPR shall select the mediator from the CPR Panels of Distinguished Neutrals. Either Party at commencement of the mediation may ask the mediator to provide an evaluation of the Dispute and the Parties' relative positions.

(b) If a Dispute is not resolved by mediation within thirty (30) days of the selection of a mediator (unless the mediator chooses to withdraw sooner), the dispute shall be resolved through arbitration. Either Party may submit the Dispute to be finally resolved by arbitration pursuant to the CPR Rules for Non-Administered Arbitration as then in effect (the "**CPR Arbitration Rules**"). The Parties consent to a single, consolidated arbitration for all known Disputes existing at the time of the arbitration and for which arbitration is permitted. The neutral organization for purposes of the CPR Arbitration Rules will be the CPR. The arbitral tribunal shall be composed of three (3) arbitrators, of whom each Party shall appoint one (1) in accordance with the "screened" appointment procedure provided in Rule 5.4 of the CPR Arbitration Rules, and the third arbitrator shall be nominated by agreement of the two party-nominated arbitrators. The arbitration shall be conducted in New York City. Each Party shall be permitted to present its case, witnesses and evidence, if any, in the presence of the other Party. A written transcript of the proceedings shall be made and furnished to the Parties. The arbitrators shall determine the Dispute in accordance with the Law of the State of New York, without giving effect to any conflict of law rules or other rules that might render such Law inapplicable or unavailable, and shall apply this Agreement and the Transaction Documents according to their respective terms; provided, however, that the provisions of this Agreement relating to arbitration shall in any event be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq. The Parties agree to be bound by any award or order resulting from any arbitration conducted in accordance with this Section 8 and further agree that judgment on any award or order resulting from an arbitration conducted under this Section 8 may be entered and enforced in any court having jurisdiction thereof. Notwithstanding anything to the contrary contained in this Agreement, including the provisions of Section 3(d), prior to the Trigger Date, no Party will commence or voluntarily participate in any court action or proceeding concerning a Dispute, and following the Trigger Date, only (i) for enforcement, (ii) to restrict or vacate an arbitral decision based on the grounds specified under applicable Law or (iii) for interim relief. For purposes of the foregoing, with respect to such action following the Trigger Date, the Parties submit to the non-exclusive jurisdiction of the courts of the State of New York.

(c) In addition to the authority otherwise conferred on the arbitral tribunal, the tribunal shall have the authority to make such orders for interim relief, including injunctive relief, as it may deem just and equitable. The tribunal shall further have the authority to resolve any challenge to its jurisdiction, including challenges to the existence of a valid arbitration agreement or the scope of this agreement. If the tribunal shall not have been appointed, either Party may seek interim relief from a court having jurisdiction if the award to which the applicant may be entitled may be rendered ineffectual without such interim relief. Upon appointment of the tribunal following any grant of interim relief by a court, the tribunal may affirm or disaffirm such relief, and the Parties will seek modification or rescission of the court action as necessary to accord with the tribunal's decision. Each Party will bear its own attorneys' fees and costs incurred in connection with the resolution of any Dispute in accordance with this Section 8. Commencing with a request contemplated by this Section 8, all communications between the Parties or their Representatives in connection with the attempted resolution of any Dispute, including any mediator's evaluation, shall be deemed to have been delivered in furtherance of a Dispute settlement and shall be exempt from discovery and production, and shall not be admissible in evidence for any reason (whether as an admission or otherwise), in any arbitral or other proceeding for the resolution of the Dispute. The Parties expressly waive and forego any right to (i) any special, indirect, incidental, punitive, consequential, exemplary, statutorily enhanced or similar damages, in excess of compensatory damages (provided that liability for any such damages to the extent awarded to a third party shall be considered direct damages and for the avoidance of doubt compensatory damages shall include lost profits to the extent awarded) and (ii) trial by jury. The specific procedures set forth in this Section 8, including but not limited to the time limits referenced therein, may be modified by agreement of the Parties in writing. All applicable statutes of limitations and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 8 are pending. The Parties will take such action, if any, required to effectuate such tolling.

9. Miscellaneous. The provisions of Sections 7.2 (Governing Law), 7.4 (Notices), 7.5 (Severability), 7.6 (Entire Agreement), 7.9 (Interpretations) (but excluding the entire sentence "References to a Person are also to its permitted successors and assigns" in that Section) and 7.11 (Counterparts; Electronic Transmission of Signatures) of the Stockholders Agreement are hereby incorporated into this Agreement *mutatis mutandis*, as if references to the Stockholders Agreement were references to this Agreement. Upon receipt of a reasonable written information request from Newco regarding compliance by the GE Group with the provisions of this Agreement specified in such request, GE shall provide to Newco reasonably necessary information in respect thereof.

10. Certain Definitions. Capitalized terms not otherwise defined in this Agreement shall have the respective meanings assigned to such terms in that certain Stockholders Agreement, dated the date hereof, between GE and Newco (as amended, modified or supplemented from time to time in accordance with its terms, the "**Stockholders Agreement**"). The following capitalized terms used in this Agreement shall have the meaning set forth below:

"**Additive Activities**" means offering for sale, lease or distribution or otherwise providing, either directly or indirectly, to any customer (including O&G Companies and competitors of Newco) regardless of end user or end segment, materials, machines, processes, practices, software, data or designs that can be used in Additive Manufacturing of products, or any products of Additive Manufacturing themselves, subject to the exceptions set forth on Schedule C. For purposes of this definition, "**Additive Manufacturing**" means the process of joining materials to make objects from 3D model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies.

"**After-Acquired Business**" means any business activity that would violate Section 1 that is acquired from any Person or is carried on by any Person that is acquired by or combined with any member of the GE Group, in each case, after the Closing Date.

"**Benefit Plan Activities**" means any investment or ownership interest in a Person through an employee benefit or pension plan.

"**Capital Markets and Treasury Activities**" means any activity undertaken in connection with efforts by any Person to raise for or on behalf of any Person capital from any public or private source and any activities undertaken by the Treasury Function of any member of the GE Group, including obtaining or arranging debt issuance and other external or intercompany funding transactions (including equity transactions and capital raising for or on behalf of any Person from any public or private source), providing for or arranging cash management banking activities, carrying out investments of excess cash, carrying out hedging or derivative transactions, providing or arranging for credit support and related services (including advice), in each case primarily for the benefit of any such member of the GE Group and its respective non-consolidated joint ventures.

"**Channel Agreement**" means that certain agreement entered into by the Parties concurrently with this Agreement (as amended, modified or supplemented from time to time in accordance with its terms).

"**Closing**" means the consummation of the transactions contemplated by the Transaction Agreement.

"**Closing Date**" means the date of the Closing.

"**Competing Business**" means a business that sells (i) O&G Products and Services to companies engaged in the oil and gas industry (but excluding their Affiliates or business units, as applicable, that are not engaged) for use in the O&G Activities or (ii) the O&G Products and Services listed on Schedule B.

"**Control**" or "**Controlling**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"**Control Systems Activities**" means any activity relating to programmable logic controllers, distributed control systems or computerized numerical controls (including system components such as field agents (hardware and software that serves as a secure bi-directional data conduit between the "Edge" controller and a database), process instrumentation, analytical devices, control valves, actuation and motion)) integrating sensors and controls either across enterprises or localized on equipment, in each case, providing automation of manufacturing enterprises and processes, including hardware and software optimization and supervisory control and data acquisition and analysis; provided that (a) such Control Systems Activity is not principally designed for, or principally intended for, sale or, solely with respect to related software (excluding any equipment or component embedded software), licensing, in the Competing Business and (b) the sales revenue for such Control System Activity from sales for use in the O&G Activities (without taking into account any sales or supply to the Newco Group) does not exceed thirty five percent (35%) of its revenues from all sales (without taking into account any sales or supply to the Newco Group), in each case, (i) during the period commencing on the Closing Date and ending on December 31, 2017 or (ii) during any subsequent calendar year.

"**De Minimis Business**" means any (a) venture capital business activity involving minority equity investment (including any sale of equity derivatives) by any member of the GE Group in any Person in which (i) the GE Group collectively holds not more than twenty-five percent (25) percent of the outstanding voting securities or similar equity interests or (ii) the amount invested by the GE Group collectively is less than $100 million, provided, in either such case, that the GE Group does not (x) have the right to designate a majority, or such higher amount constituting a controlling number, of the members of the board of directors (or similar governing body) of such Person and (y) manage or operate the business of such Person or make significant proprietary assets (including the Retained Names and Retained Marks (as defined in Schedule 7.14(d)(i) to the Transaction Agreement) and any non-public information derived from Company Group) available to such Person for use in such Person's business or (b) venture which has been approved by the Conflicts Committee (or its authorized designee).

"**Default Recovery Activities**" means the exercise of any rights or remedies in connection with any Capital Markets and Treasury Activity, Financing Activity, Insurance Activity, Leasing, Other Financial Services Activity or Securities Activity (whether such rights or remedies arise under any agreement relating to such activity, under applicable Law or otherwise) including any foreclosure, realization or repossession or ownership of any collateral, business assets or other security for any Financing Activity (including the equity in any entity or business), Insurance Activity or Other Financial Services Activity or any property subject to Leasing.

"**Existing Business**" means any business conducted or investment held by any member of the GE Group (including any joint venture agreement to which any member of the GE Group is a party (a "**GE Group JV**")), including as set forth on Schedule A, that the GE Group or any GE Group JV can reasonably demonstrate by ordinary course business documents or systems was, as of the Signing Date (a) conducted or held by the GE Group or such GE Group JV or (b) contemplated or being developed or designed by the GE Group or such GE Group JV, and including without limitation, with respect to both clauses (a) and (b), any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the general scope of the applicable business or investment.

"**Financial Services Business**" means the (i) Capital Markets and Treasury Activities, (ii) Default Recovery Activities, (iii) Financing Activities, (iv) Leasing, (v) Other Financial Services Activities, (vi) Securities Activities, (vii) Insurance Activities or (viii) Benefit Plan Activities.

"**Financing Activities**" means the making, entering into, purchase of, or participation in (including syndication or servicing activities) (i) secured or unsecured loans, conditional sales agreements, debt instruments or transactions of a similar nature or for similar purposes, (ii) non-voting preferred equity investments, and (iii) investments as a limited partner in a partnership or as a member of a limited liability company in which another person who is not an Affiliate is a management member. For the avoidance of doubt, "Financing Activities" includes any financing, documented in the form of loans or leases or otherwise, with respect to any equipment manufactured, assembled or sold (in each case, in whole or in part) by GE or any of its Affiliates or any Intellectual Property (as defined in the Transaction Agreement), software, data or technology related thereto or any services provided in respect of any of the foregoing.

"**GE Group**" means GE and its Subsidiaries from time to time other than Newco and its Subsidiaries; provided that any Person who at any time is a member of the GE Group shall cease being a member of the GE Group if at any time it is no longer a Subsidiary of GE; provided, further that "GE Group" shall not include (i) any Person that purchases assets, operations or a business from a member of the GE Group if such Person is not a Subsidiary of GE after such transaction is consummated, and (ii) any Subsidiary of GE in which a Person who is not an Affiliate of GE holds equity interests and with respect to whom a member of the GE Group, on the Closing Date, has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) which exclude GE's ability to impose on the subject Subsidiary such a non-competition obligation. For clarity, any references to an applicable business unit of GE or other member of the GE Group shall be also to the successor of such business unit or member within the GE Group.

"**GE O&G**" means GE's Oil & Gas business described in the segment disclosures in GE's annual report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2015, as reflected in the GE O&G Financial Statements.

"**Horizontal Digital Offerings**" means digital products, parts, equipment, services, technology and systems that are offered by the members of the GE Group other than the GE Digital business unit.

"**IIOT Enabling Activities**" means any activity, asset, device, software or service, including the offering for sale, distribution, use or provision of such activities, devices, assets, software or services, which connect, sense, measure, coordinate, manage, test, control, automate or communicate between or among industrial assets (including healthcare assets) or which store, process, analyze, manage, secure or transfer industrial data (including complex healthcare data) including for data acquisition, data analysis or data exchange among assets or processors and including local, distributed, networked or cloud-based supervisory data acquisition and control systems, human-machine interface systems, system optimization techniques, condition monitoring, predictive maintenance, asset performance management systems, asset monitoring systems, operational optimization systems, operational security systems, and communication techniques and algorithms in connection with such assets, data, and activities; provided that (a) such IIOT Enabling Activity is not principally designed for, or principally intended for, sale or, solely with respect to related software (excluding any equipment or component embedded software), licensing, in the Competing Business and (b) the sales revenue for such IIOT Enabling Activity from sales for use in the O&G Activities (without taking into account any sales or supply to the Newco Group) does not exceed thirty five percent (35%) of its revenues from all sales (without taking into account any sales or supply to the Newco Group), in each case, (i) during the period commencing on the Closing Date and ending on December 31, 2017 or (ii) during any subsequent calendar year.

"**Insurance Activities**" means any insurance activity involving the sale of any product or service determined to constitute insurance, assurance or reinsurance by the Laws in effect in any jurisdiction in the world, the conduct of any insurance brokerage activities or services or the provision of insurance advisory services, business processes or software.

"**Interim Period**" means the period beginning on the Signing Date and ending on the Closing Date.

"**Leasing**" means the rental, leasing, or financing under operating leases, finance leases or hire purchase or rental agreements, of property (other than O&G Products and Services), whether real, personal, tangible or intangible.

"**Non-Segregable Competing Business**" means, with respect to any After-Acquired Business, the Competing Business thereof which would be unreasonably burdensome, as determined in accordance with Section 3(b), to Sell.

"**O&G Activities**" means the following oil and gas activities: (i) exploration (including seismic surveying), drilling, evaluation (including reservoir and reserves analysis), completion, well intervention, stimulation or production in and of reservoirs; (ii) liquefied natural gas; (iii) compression and boosting liquids (*i.e.*, pumps) in upstream, midstream and downstream; (iv) pipeline inspection, pipeline commissioning and pipeline integrity management; (v) processing in refineries and petrochemical (including fertilizer) plants; or (vi) production chemicals in the upstream and additive chemicals in the downstream.

"**O&G Contractual Obligations**" means, with respect to an After-Acquired Business, the contractual obligations of the Non-Segregable Competing Business thereof that are applicable to the sale by such Non-Segregable Competing Business of (a) all O&G Products and Services to companies engaged (but excluding their Affiliates or business units, as applicable, that are not engaged) in the oil and gas industry or (b) the O&G Products and Services listed on Schedule B (and, in each case, all of the related infrastructure necessary to perform such contractual obligations, including reasonably allocable cost of restructuring necessary for, and providing such infrastructure support) in order to serve third party end-user customers' requirements with respect to all (but not less than all) of the related O&G Products and Services.

"**O&G Products and Services**" means products, parts, equipment, services, technology and systems (including for avoidance of doubt software) (a) for use in the O&G Activities (including Horizontal Digital Offerings) or (b) listed on Schedule B, and solely with respect to clause (b), which Newco can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date, (i) GE O&G was engaged in the sale thereof or (ii) were contemplated or being designed by GE O&G, including any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology or system listed on Schedule B, and excluding, with respect to both clauses (a) and (b), the products, parts, equipment, services, technology and systems of GE Digital Business unit.

"**Other Financial Services Activities**" means the offering, sale, distribution or provision, directly or through any distribution system or channel, of any financial products, financial services, asset management services, including investments on behalf of GE's financial services affiliates purely for financial investment purposes, investments for the benefit of third party and client accounts, credit card products or services, vendor financing and trade payables services, back-office billing, processing, collection and administrative services or products or services related or ancillary to any of the foregoing.

"**Post-Acquisition Period**" means, with respect to any After-Acquired Business, the twenty-four (24) months immediately following the consummation of the purchase or other acquisition of such After-Acquired Business in accordance with the definitive documentation thereof or, in the case of any purchase or acquisition during the Interim Period (with the consent of Baker Hughes Incorporated, such consent not to be unreasonably withheld, delayed or conditioned), twenty-four (24) months following the Closing Date; provided that if (i) a definitive agreement has been entered into with respect to a Sale of all (but not less than all) of the After-Acquired Business, (ii) all conditions to the consummation of such Sale have been satisfied as required by the applicable definitive agreement except for the satisfaction of the applicable Regulatory Conditions or any other conditions the condition precedent to the satisfaction of which is satisfaction of the applicable Regulatory Conditions, and (iii) the applicable member of the GE Group has complied in all material respects with its respective obligations under Section 3 of this Agreement or any obligation in connection with satisfaction of such Regulatory Conditions, then the Post-Acquisition Period with respect to such After-Acquired Business shall not expire until the earlier of (A) termination of such definitive agreement and (B) five days after the satisfaction of such Regulatory Conditions.

"**Sale**" or "**Sell**" means the sale, disposition, divestment, conveyance or other transfer or conveyance of legal or beneficial interest whether voluntarily or by operation of law.

"**Securities Activities**" means any activity, function or service (without regard to where such activity function or service actually occurs) which, if undertaken or performed (i) in the United States would be subject to the United States federal securities Laws or the securities Laws of any state of the United States or (ii) outside of the United States within any other jurisdiction in the world, would be subject to any Law in any such jurisdiction governing, regulating or pertaining to the sale, distribution or underwriting of securities or the provision of investment management, financial advisory or similar services.

"**Signing Date**" means October 30, 2016.

"**Supply Agreement**" means that certain Supply Agreement, dated the date hereof, between GE and Newco, as amended, modified or supplemented from time to time in accordance with its terms.

"**Transaction Agreement**" means that certain Transaction Agreement and Plan of Merger, dated October 30, 2016, among GE, Baker Hughes Incorporated, Newco and Bear MergerSub, Inc. (as amended, modified or supplemented from time to time in accordance with its terms).

"**Treasury Function**" means the treasury unit of any member of the GE Group including any personnel under the direct or indirect management of the treasurer of such member, and such unit's agents or representatives, or any other unit of the group comprising such member and its Subsidiaries performing a similar treasury function for any other part of the group comprising such member and its Subsidiaries, and its agents or representatives.

[*Signature Pages to Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[Signature Page to Non-Competition Agreement]

Exhibit 10.7

EXECUTION VERSION

General Electric Company
41 Farnsworth Street
Boston, MA 02210

RE: Channel Agreement

Ladies and Gentlemen:

This agreement (this "**Agreement**") is entered into as of July 3, 2017, by and between GENERAL ELECTRIC COMPANY, a New York corporation ("**GE**"), and BAKER HUGHES, A GE COMPANY, a Delaware corporation ("**Newco**" and, together with GE, the "**Channel Partners**").

Reference is hereby made to that certain Non-Competition Agreement, dated the date hereof, by and between GE and Newco (as amended, restated or otherwise modified from time to time in accordance with the terms thereof, the "**Non-Competition Agreement**"). Capitalized terms used but not defined in this Agreement shall have the respective meanings ascribed to them in the Non-Competition Agreement.

Newco and GE hereby agree as follows:

1. Channel Allocation. The Channel Partners hereby agree, subject to the terms and conditions herein, to the following allocation of certain segments and related strategies (collectively, the "**Channels**"):

a. For the sale of gas turbines (other than reciprocating engines, such as Jenbacher and Waukesha and developments thereof), steam turbines, ex-Rateau compressors, and the related services, in each case, as set forth on Schedule A (collectively, the "**Power Channel**"), the responsibility for performing as the Leading Party shall be in accordance with Schedule A;

b. For the sale of various Industrial Internet of Things software, hardware, hosted services and professional services provided by the GE Digital business unit ("**GE Digital**") from time to time, including the offerings to customers of Predix Platform/APM, Wurldtech services, Intelligent Platform Monitoring Services (Advisory Intelligence), the Meridium Platform APM, ServiceMax, Brilliant Manufacturing, Gateway Devices, Cyber-security Products (ATP and Opshield) and GlobalCare Support (collectively, the "**GE Digital Offerings**") (the "**GE Digital Offerings Channel**"), the responsibility for performing as the Leading Party shall be in accordance with Schedule B;

c. For the sale of technological upgrades and spare parts for the Mark VIe integrated control, protection and monitoring system for generator and mechanical drive applications of gas and steam turbines and its prior models (collectively, the "**Legacy Mark VIe**") (the "**Mark VIe Controls Products Upgrade Channel**"), the responsibility for performing as the Leading Party shall be in accordance with Schedule C;

d. Newco shall be the Leading Party for the sale of products, parts, equipment, services, technology and systems listed on Schedule D, to the extent, in each case: (i) such products, parts, equipment, services, technology and systems are (A) sold as an individual item or (B) if sold as part of a Solution Offering, constitute at least a majority of the aggregate estimated or projected value of such Solution Offering and (ii) Newco can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (A) GE O&G was engaged in the sale thereof or (B) such products, parts, equipment, services, technology and systems were contemplated or being developed or designed by GE O&G, including, in the case of both clauses (i) and (ii), any reasonably foreseeable enhancements or extensions thereof, including by further investments therein, provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology and system listed on Schedule D (each, an "**O&G Products Channel**");

e. The specified Additive Activities set forth on Schedule G shall be managed by the Channel Partners in accordance with Schedule G (the "**Additives Channel**"); and

f. In the event (i) Newco exercises, prior to the Trigger Date, its right of first offer to purchase all (but not less than all) of the O&G Contractual Obligations pursuant to Section 3(c) or Section 3(e) of the Non-Competition Agreement or (ii) Newco or GE accepts the applicable Channel Seller's offer to Sell all (but not less than all) of the Channel Contractual Obligations pursuant to Section 3 of this Agreement (collectively, the "**Competing Products and Services Channel**"), the Channel Partners shall negotiate those terms and conditions of the Channel allocation in respect of the Competing Products and Services Channel to the extent not set forth in the applicable offer notice, in good faith, on an arms' length basis and consistent with the terms of the applicable offer notice.

2. Term and Termination.

a. Channel Terms: Unless the Channel Partners expressly agree otherwise in an amendment to this Agreement, the term of (i) each of the Power Channel, GE Digital Offerings Channel, Mark VIe Controls Products Upgrade Channel and O&G Products Channel shall expire on the Trigger Date and (ii) the Competing Products and Services Channel shall be agreed by the Channel Partners, but in any event, shall expire on or before the Trigger Date.

b. Agreement Term. This Agreement shall commence on the date hereof and shall terminate automatically upon the expiration of the term of the last Channel remaining in effect. For the avoidance of doubt, and notwithstanding anything to the contrary herein, this Agreement, including each Channel the term of which has not expired, if any, will terminate immediately on the Trigger Date.

c. Additional Arms' Length Distribution Arrangements. With respect to any Channel the term of which expires on the Trigger Date but not earlier, prior to the Trigger Date, the Channel Partners shall use their respective good faith efforts to negotiate the terms and conditions of distribution agreements with respect to each such Channel, subject to applicable Law, for a period commencing on the Trigger Date and ending on the second anniversary of the Trigger Date, consistent with the scope of the applicable Channel Policy and with arms' length pricing and other arms' length terms.

3. Channel Competing Business.

a. Unless otherwise agreed by the Channel Partners, with respect to any Channel Competing Business acquired by any member of the GE Group or Newco Group, as applicable, prior to the Trigger Date, the party who acquired such Channel Competing Business (the "**Channel Seller**") shall deliver, as soon as reasonably practicable following the consummation of the acquisition of such Channel Competing Business by the Channel Seller and before the expiration of the applicable Post-Acquisition Period, an written notice (the "**Channel Contractual Obligations Offer Notice**") to the other Channel Partner hereunder (the "**Channel Buyer**") setting forth (i) the list of the Channel Contractual Obligations of such Channel Competing Business then in effect, (ii) the price for all (but not less than all) of such Channel Contractual Obligations (which such price shall be the fair market value, as reasonably determined by the Channel Seller, taking into consideration, as applicable, the terms upon which the Channel Seller acquired such Channel Competing Business), and (iii) the applicable Channel or Channels, if any, to which the Channel Products will be allocated under this Agreement. The receipt of the Channel Contractual Obligations Offer Notice by the Channel Buyer shall constitute an exclusive offer by the Channel Seller to Sell all (but not less than all) of such Channel Contractual Obligations to the Channel Buyer at the price and on the terms as set forth in the Channel Contractual Obligations Offer Notice (the "**Channel Contractual Obligations Offer**"). The Channel Contractual Obligations Offer shall remain open and irrevocable for a period of sixty (60) days after receipt of such Channel Contractual Obligations Offer Notice by the Channel Buyer (the "**Channel Contractual Obligations Offer Period**"). The Channel Buyer shall have, during the Channel Contractual Obligations Offer Period, reasonable access to such Channel Contractual Obligations, subject to a customary confidentiality agreement. If the Channel Buyer accepts the Channel Contractual Obligations Offer at any time prior to the expiration of the Channel Contractual Obligations Offer Period by written notice delivered to, and received by, the Channel Seller, the Channel Partners shall negotiate in good faith, on an arms' length basis and consistent with the terms of the Channel Contractual Obligations Offer Notice the other terms and conditions (to the extent not otherwise specified in the Channel Contractual Obligations Offer Notice) of (A) the Sale of all (but not less than all) of such Channel Contractual Obligations by the Channel Seller to the Channel Buyer and (B) the segment strategy of serving the customers' requirements with respect to all (but not less than all) of the related Channel Products of such Channel Competing Business, it being understood that the Channel Buyer shall be the Leading Party for such Channel, and enter into a definitive agreement for such Sale as soon as reasonably practicable thereafter. The Channel Seller and the Channel Buyer shall consummate such Sale of all (but not less than all) of such Channel Contractual Obligations by the Channel Seller to the Channel Buyer as soon as reasonably practicable following the execution of such definitive agreement, and after satisfaction of any applicable Regulatory Conditions. Such Channel Contractual Obligations shall not be subject to the terms and conditions of this Agreement (including, for avoidance of doubt, the allocation and other provisions set forth in the applicable Channel Policies) until the Channel Seller and the Channel Buyer consummate a Sale of all (but not less than all) of such Channel Contractual Obligations, and in the event that the Channel Buyer does not notify the Channel Seller in writing of its desire to purchase all (but not less than all) of such Channel Contractual Obligations prior to the expiration of the Channel Contractual Obligations Offer Period, the terms and conditions of this Agreement shall continue to be inapplicable to such Channel Competing Business and nothing herein shall limit the ability of the Channel Seller to operate such Channel Competing Business.

b. In the event the Channel Buyer disagrees with the price set forth in the Channel Contractual Obligations Offer Notice, such price shall be determined in accordance with the provisions set forth in Section 3(d) and Section 3(e) of the Non-Competition Agreement *mutatis mutandis*, as if references to the O&G Contractual Obligations were references to the Channel Contractual Obligations.

4. Sales Opportunity Commercial Review.

a. The Channel Partners hereby agree that each Channel Partner's respective sales teams for the applicable Channel (the "**Channel Sales Teams**") shall work to identify third party end-user customer bids, tenders, purchase orders or requests for proposal or similar sales opportunities (collectively, "**Sales Opportunities**"). The Channel Sales Teams shall meet to discuss the current Sales Opportunities, bidding history, win rate, product offerings of each Channel Partner and other related matters, and review competitive landscape and offerings to determine if there is a need for more competitive solutions, designs, practice or standard modifications or enhancements. The Channel Sales Teams shall seek to agree with respect to the projects or programs that will be approached by the Channel Partners individually or jointly. The Channel Sales Teams shall collaborate in order to determine the most effective execution path (including project management, requisition engineering, installation and commissioning support, product support, and development of operation and maintenance manuals) to offer the most effective solution to the customer and allow one of the Channel Partners to win the Sales Opportunity. Such collaboration shall include leveraging the technology and experience of each Channel Partner (including prior transactional and other relationship experience that a Channel Partner may have with the given customer), supporting the Leading Party in presenting comprehensive solutions to the customer, and coordinating all aspects of the development and details (financial, operational and otherwise) associated with each Sales Opportunity.

b. Unless otherwise expressly agreed by the Channel Partners, the review of Sales Opportunities shall occur at least once every calendar quarter. A specific Sales Opportunity may be brought by either Channel Partner for a case-by-case exigent review during such other time as the Channel Partners may agree.

5. Opportunity Based Exceptions. Except to the extent provided in the applicable Channel Policy, (a) in the event the Leading Party elects not to participate in any Sales Opportunity or recognizes, in its reasonable discretion, that the other Channel Partner has a more competitive offering (including price and other commercial considerations such as vendor list requirements, delivery, performance and other technical specifications, including form, fit and function), superior technological expertise or better access to the opportunity, (b) in the event of a change in customer business relationship of the Leading Party that adversely affects such Channel Partner's ability to continue as the Leading Party, or (c) if during the pre-bid phase, the end-user customer is not interested in a package or solution (whether sold in one or more individual contracts) offered by the Leading Party, or if a package offer made (whether in one or more individual contracts) proves not competitive but the customer is still interested in a "specific product only" bid by a member of the GE Group or a member of the Newco Group, as applicable, then, in each case, the Leading Party shall negotiate in good faith the transfer of such Sales Opportunity to the Channel Partner best positioned to succeed in such Sales Opportunity and the sale of the related products, parts, equipment, services, technology and systems. The leaders of the Channel Sales Teams for the applicable Channel of each Channel Partner shall agree in writing (including by email or otherwise) and coordinate on such transfer.

6. Proposal Responsibility and Support. Except to the extent provided in the applicable Channel Policy hereto, the Leading Party shall be responsible for the preparation and the content of all budgetary and firm proposals and/or bids in respect of a Sales Opportunity issued by it. To the extent not specifically agreed by the Channel Partners pursuant to a purchase order under the Supply Agreement, if applicable, or provided in the applicable Channel Policy hereto, the applicable Channel Sales Teams shall negotiate in good faith the terms of necessary performance guarantees, subcontracting scope, product development and adaptation required by the applicable Sales Opportunity, which such terms shall be agreed based on such specific Sales Opportunity.

7. Cooperation and Consultation.

a. Each Channel Partner (represented by the applicable Senior Sales Leaders) shall continue to monitor the Channel allocations set forth in this Agreement to respond to changes in external and internal environments to best position the Channel Partners in respect of each Channel to effectively serve customers' requirements. The Channel Partners expect the Channel allocations to be as dynamic as necessary to respond to the changed circumstances, including the following: (i) technological development of the product offerings or additional product offerings of the Channel Partners, including which business funded and has taken the risk for the development of the new technology; (ii) external changes in the either Channel Partner's segment and their impact on the then current Channels; (iii) changes in either Channel Partner's business models; (iv) changes and transformations in customer business lines and focus; (v) acquisitions and divestitures of the applicable Channel Partner; (vi) cost efficiencies; (vii) change in the support infrastructure of a Channel Partner in respect of a Channel offering or allocation; and (viii) the preferred approach to be competitive and meeting customer objectives.

b. Without prejudice to the terms of the Non-Competition Agreement, prior to the Trigger Date, the GE Group and Newco hereby agree to discuss from time to time potential opportunities in the joint pursuit of commercially attractive business initiatives for O&G Products and Services.

8. Governance. Except as expressly provided in the applicable Channel Policy:

a. The Channel Partners shall establish in respect of each Channel, no later than fifteen (15) days following the Closing Date, and maintain during the term of each such Channel, a governance council (a "**Channel Governance Council**") that will oversee all aspects of the relationship contemplated by such Channel pursuant to this Agreement. With respect to each Channel, each Channel Partner shall, in respect of such Channel, designate four (4) (or such other number as the Channel Partners mutually agree) persons to serve as members of each such Channel Governance Council, which such persons shall be the respective Marketing or Sales Executives and Product Leadership Executives (collectively, the "**Senior Sales Leaders**") of the GE Group and Newco (provided that such Senior Sales Leaders of Newco shall not be GE appointed executives) in respect of such Channel and will provide the other Channel Partner with relevant contact information (name, address, telephone number, e-mail address and facsimile number, if any) for such Senior Sales Leaders. Each Channel Partner may, in respect of each Channel, from time to time, substitute another Senior Sales Leader as its designated member of the applicable Channel Governance Council. Notwithstanding the foregoing, the Channel Partners will use good faith efforts to ensure the continuity in office of their respective members of each Channel Governance Council.

b. From time to time, as required, and at mutually agreed locations or telephonically, each Channel Governance Council shall meet to review the Channel allocations under this Agreement to address any outstanding issues or unresolved disputes arising out of, or related to, the allocation of rights and responsibilities provided for herein. The meetings shall be intended to provide a mechanism for the exchange of information among the Channel Partners and their representatives and review of various Channel allocation activities.

c. The review, approval or disapproval of all decisions by each Channel Governance Council shall be made by unanimous consent of the members of such Channel Governance Council of each Channel Partner. In addition to coordination of activities to be taken under this Agreement, each Channel Governance Council shall assume any other responsibilities which are mutually agreed upon by the Channel Partners.

d. Each Channel Governance Council shall have the power to mediate disputes between or among the Senior Sales Leaders of the GE Group and Newco in respect of the applicable Channel. In the event any Channel Governance Council does not reach agreement with respect to any dispute that requires a resolution, such Channel Governance Council may be enlarged to include additional members, which such persons shall be P&L VP, CFO Leader, General Manager or Vice President of the members of the GE Group and Newco, in order to reach such resolution. This Agreement or the applicable Channel Policies shall be amended to reflect such decision, if applicable.

e. Notwithstanding anything in this Agreement to the contrary (including, without limitation, Sections 4, 5, 7 and 8 hereof), the Channel Partners hereby agree that any action that would both (i) have the effect of adversely modifying Newco's rights or obligations under this Agreement and (ii) qualify as a Related Party Transaction at or above the Threshold if such action was between any member of the Company Group, on the one hand, and any member of the GE Group, on the other hand, shall be treated as a Related Party Transaction at or above the Threshold and shall require the prior written approval of the Conflicts Committee or the authorized designee thereof in accordance with Section 4.5 of the Stockholders Agreement. Capitalized terms used in this Section 7(e) but not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Stockholders Agreement.

9. Expenses. Each Channel Partner will be responsible for, and will pay, all expenses incurred by such Channel Partner in connection with the performance of its obligations under this Agreement, except as expressly otherwise agreed by the Channel Partners.

10. Intellectual Property. That certain Intellectual Property Cross-License Agreement, dated the date hereof, between GE and Baker Hughes, a GE company, LLC, as amended from time to time in accordance with the terms thereof (the "**IP Cross-License Agreement**") shall govern grants of licenses to Newco of any intellectual property of GE related to the products, parts, equipment, services, technology and systems listed on Schedule D that is used by GE O&G to manufacture and sell such products, parts, equipment, services, technology and systems as of the Closing Date.

11. Conflicts. In the event of a conflict or inconsistency between any applicable Channel Policy and the Non-Competition Agreement, to the extent any activity is permitted by the terms of the Non-Competition Agreement to be conducted by a member of the GE Group but is expressly allocated to Newco pursuant to any Channel Policy, such Channel Policy shall prevail and control to the extent of such conflict or inconsistency. In the event of any other conflict or inconsistency between this Agreement and the Non-Competition Agreement, the Non-Competition Agreement shall prevail and control in all respects, provided that only the exceptions contained in Section 2 of the Non-Competition Agreement that are set forth on Schedule E with respect to each Channel set forth thereon shall not apply in this Agreement. Notwithstanding anything contrary contained in this Agreement, the Parties acknowledge and agree that nothing in the Non-Competition Agreement shall preclude any member of the GE Group from engaging in activities prior to the termination of this Agreement, to the extent such activities are expressly permitted by the terms of this Agreement, including any amendments or modifications to any Channel Policy or any new Channel Policies (including, for avoidance of doubt, the activities allocated to the GE Group pursuant to the terms of the Power Channel).

12. Miscellaneous. The provisions of Section 7.3 (Force Majeure) of the Stockholders Agreement are hereby incorporated into this Agreement *mutatis mutandis*, as if references to the Stockholders Agreement were references to this Agreement, and the provisions of Sections 5 (Remedies), 6 (Amendment; Waiver), 7 (Assignment; No Third Party Beneficiary), 8 (Dispute Resolution) and 9 (Miscellaneous) of the Non-Competition Agreement are hereby incorporated into this Agreement *mutatis mutandis*, as if references to the Non-Competition Agreement were references to this Agreement.

13. Definitions. The following capitalized terms used in this Agreement shall have the meaning set forth below:

"**Acquired Channel Competitor**" means, with respect to any After-Acquired Business, such After-Acquired Business, or an Affiliate or a business unit thereof, as applicable, which is primarily engaged in the Channel Competing Business.

"**Affiliate**" shall have the meaning ascribed to it in the Stockholders Agreement.

"**Channel Competing Business**" means a business that is engaged in the activities allocated to the applicable Channel Buyer by the terms of the Power Channel, GE Digital Offerings Channel, Mark VIe Controls Products Upgrade Channel, O&G Products Channel or a previously established Competing Products and Services Channel pursuant to this Agreement.

"**Channel Contractual Obligations**" means, with respect to an Acquired Channel Competitor, the contractual obligations of the Channel Competing Business thereof that are applicable to the sale by such Competing Business of all Channel Products (and all of the related infrastructure necessary to perform such contractual obligations, including reasonably allocable cost of restructuring necessary for, and providing such infrastructure support) in order to serve third party end-user customers' requirements with respect to all (but not less than all) of the related Channel Products.

"**Channel Policies**" means Schedule A, Schedule B, Schedule C and Schedule D, and any other Schedule with respect to a Channel that may become a part of this Agreement.

"**Channel Products**" means products, parts, equipment, services, technology and systems for use in the applicable Channel Competing Business.

"**Closing**" shall have the meaning ascribed to it in the Transaction Agreement.

"**Closing Date**" shall have the meaning ascribed to it in the Transaction Agreement.

"**GE O&G**" shall have the meaning ascribed to it in the Transaction Agreement.

"**Group**" shall have the meaning ascribed to it in the Stockholders Agreement.

"**Leading Party**" means the applicable member of the Newco Group or the GE Group that will market to, accept tenders and orders from, and sell to third-party end-user customers or such other parties identified on Schedule F and otherwise take responsibility for leading the customers' accounts in accordance with this Agreement and the applicable Channel Policies. For the avoidance of doubt, no member of the GE Group shall be the Leading Party hereunder with respect to any Channel except (i) to the extent expressly set forth in the applicable Channel Policy, (ii) otherwise agreed by the Channel Partners subject to Section 8(e) of this Agreement or (iii) with respect to the Competing Products and Services Channel, to the extent GE has accepted Newco's offer to Sell all (but not less than all) of the applicable Channel Contractual Obligations pursuant to Section 3 and such Sale has been consummated.

"**Person**" shall have the meaning ascribed to it in the Stockholders Agreement.

"**Solution Offering**" means the sale of products, parts, equipment, services, technology and systems to third party end-user customers as part of a broader equipment or service solution or system for such customer or as part of a repair, replacement, enhancement or upgrade of such broader solution or system.

"**Stockholders Agreement**" means that certain Stockholders Agreement, dated the date hereof, between GE and Newco (as amended, modified or supplemented from time to time in accordance with its terms).

"**Subsidiary**" shall have the meaning ascribed to it in the Stockholders Agreement.

"**Transaction Agreement**" that certain Transaction Agreement and Plan of Merger, dated October 30, 2016, among GE, Baker Hughes Incorporated, Newco and Bear MergerSub, Inc. (as amended, modified or supplemented from time to time in accordance with its terms).

"**Trigger Date**" shall have the meaning set forth in the Stockholders Agreement.

[*Signature Pages to Follow*]

IN WITNESS WHEREOF, the Channel Partners have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

Exhibit 10.8

EXECUTION VERSION

THIS INTELLECTUAL PROPERTY CROSS LICENSE AGREEMENT (this "Agreement"), dated as of July 3, 2017, is made and entered into by and between General Electric Company, a New York corporation, on behalf of its Affiliates and divisions ("GE"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Company"), on behalf of itself and its Affiliates.

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Bear Newco, Inc., a Delaware corporation ("Newco"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Newco, Merger Sub, BHI Newco, Inc., a Delaware corporation ("Newco 2"), and Bear MergerSub 2, Inc., a Delaware corporation ("Merger Sub 2") (as may be further amended from time to time, the "Transaction Agreement");

WHEREAS, the Transaction Agreement requires the execution and delivery of this Agreement by GE and Company at the Closing (as defined in the Transaction Agreement);

WHEREAS, GE and its Affiliates control certain Intellectual Property (as defined below) that they desire to license to Company and its Affiliates; and

WHEREAS, Company and its Affiliates controls certain Intellectual Property that it desires to license to GE and its Affiliates.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties (as defined below), intending to be legally bound, hereby agree as follows:

ARTICLE I
DEFINITIONS

Section 1.01 Certain Defined Terms. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Transaction Agreement. The following capitalized terms used in this Agreement shall have the meanings set forth below:

(a) "AAA" has the meaning set forth in Exhibit A.

(b) "Additive Field" means offering for sale, lease or distribution or otherwise providing, either directly or indirectly, to any customer (including O&G Customers and competitors of the Company) regardless of end user or end segment, materials, machines, processes, practices, Software data or designs that can be used in Additive Manufacturing of products, or any products of Additive Manufacturing themselves.

(c) "Additive Manufacturing" means the process of joining materials to make objects from 3D model data, usually layer upon layer, as opposed to subtractive manufacturing methodologies.

(d) "Affiliate" means, with respect to a Party, any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (i) references to GE's "Affiliates" shall be deemed to exclude the Company Group and (ii) references to Company's "Affiliates" shall be deemed to exclude GE and its Subsidiaries that are not within the Company Group.

(e) "Agreement" has the meaning set forth in the Preamble.

(f) "Bankruptcy Code" has the meaning set forth in Section 2.05.

(g) "Channel Agreement" means that certain letter agreement entered into by GE and Baker Hughes, a GE company, concurrently with this Agreement the subject line of which reads "RE: Channel Agreement" (as amended, modified or supplemented from time to time in accordance with its terms).

(h) "Company" has the meaning set forth in the Preamble.

(i) "Company Existing IP" means Intellectual Property that, as of the Closing Date, is Controlled by the Company or any of its Affiliates.

(j) "Company Field" means: (i) the field of offering: (A) O&G Products and Services to O&G Customers, (B) the O&G Products and Services listed on Exhibit B and (C) the O&G Channel Products; (ii) any other activity not covered by (i) that any member of the Company Group is expressly permitted to engage in under the terms of the Channel Agreement subject to the terms and conditions thereof; and (iii) Company Specific Fields.

(k) "Company Future IP" means Intellectual Property that, subsequent to the Closing Date, is Controlled by the Company or any of its Affiliates, including, without limitation, Improvements of GE Existing IP or Company Existing IP.

(l) "Company Group" means the Company and its Subsidiaries.

(m) "Company Intellectual Property" means Company Existing IP and Company Future IP, other than any such Intellectual Property directed to the Company Specific Fields.

(n) "Company Specific Fields" means the field of offering: (i) agricultural chemicals to the agricultural industry, (ii) low molecular weight olefin polymers and copolymers or (iii) subsurface geothermal exploration, drilling, evaluation, completion, well intervention, stimulation or production in and of geothermal reservoirs.

(o) "Company Specific Fields Intellectual Property" means Intellectual Property that is: (i) Controlled by Company or any of its Affiliates as of the Closing Date, (ii) Used or Held for Use by GE or any of its Affiliates as of the Signing Date, and (iii) directed to any of the Company Specific Fields or any of the GE Specific Fields.

(p) "Confidential Information" has the meaning set forth in Section 5.01.

(q) "Control" or "Controlled" means, with respect to Intellectual Property, the right (other than any such right in-licensed pursuant to this Agreement) to grant a license or sublicense to such Intellectual Property as provided for herein without: (i) violating the terms of any agreement or other arrangement with any third party; (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the party being granted any such license or sublicense being deemed a breach or default affecting the rights of the party granting such license or sublicense; or (iii) requiring the payment of material compensation to any third party.

(r) "Control Systems Field" means any activity relating to programmable logic controllers, distributed control systems or computerized numerical controls (including system components such as field agents (hardware and Software that serves as a secure bi-directional data conduit between the "Edge" controller and a database), process instrumentation, analytical devices, control valves, actuation and motion)) integrating sensors and controls either across enterprises or localized on equipment, in each case, providing automation of manufacturing enterprises and processes, including hardware and Software optimization and supervisory control and data acquisition and analysis.

(s) "Disclosing Party" has the meaning set forth in Section 5.01.

(t) "Dispute" has the meaning set forth in Section 6.12.

(u) "GE" has the meaning set forth in the Preamble.

(v) "GE Existing IP" means Intellectual Property that, as of the Closing Date, is Controlled by GE or any of its Affiliates (except GE Digital LLC).

(w) "GE Field" means any field other than the Company Field.

(x) "GE Future IP" means Intellectual Property that, subsequent to the Closing Date, is Controlled by GE or any of its Affiliates (except GE Digital LLC), including, without limitation, Improvements of Company Existing IP or GE Existing IP.

(y) "GE Group" means GE and its Subsidiaries from time to time other than Baker Hughes, a GE company, and its Subsidiaries; provided that any Person who at any time is a member of the GE Group shall cease being a member of the GE Group if at any time it is no longer a Subsidiary of GE; provided, further that "GE Group" shall not include (i) any Person that purchases assets, operations or a business from a member of the GE Group if such Person is not a Subsidiary of GE after such transaction is consummated, and (ii) any Subsidiary of GE in which a Person who is not an Affiliate of GE holds equity interests and with respect to whom a member of the GE Group, on the Closing Date, has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) which exclude GE's ability to impose on the subject Subsidiary GE's obligations applicable herein. For clarity, any references to an applicable business unit of GE shall be also to the successor of such GE business unit within the GE Group.

(z) "GE Intellectual Property" means GE Existing IP and GE Future IP, other than any such Intellectual Property directed to any of the GE Specific Fields.

(aa) "GE O&G" means GE's Oil & Gas business described in the segment disclosures in GE's annual report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2015, as reflected in the GE O&G Financial Statements.

(bb) "GE Specific Fields" means any of (i) the Additive Field, (ii) the IIOT Enabling Field and (iii) the Control Systems Field.

(cc) "GE Specific Fields Intellectual Property" means Intellectual Property that is: (i) Controlled by GE or any of its Affiliates as of the Closing Date, (ii) Used or Held for Use by the Company or any of its Affiliates as of the Signing Date, and (iii) directed to any of the GE Specific Fields.

(dd) "Governmental Entity" means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

(ee) "Held for Use" means held with a plan to Use as established by contemporaneous written records in connection with, with respect to GE, any business of GE or its Affiliates, and with respect to the Company, any business of the Company or its Affiliates.

(ff) "IIOT Enabling Field" means any activity, asset, device, Software or service, including the offering for sale, distribution, use or provision of such activities, devices, assets, Software or services, which connect, sense, measure, coordinate, manage, test, control, automate or communicate between or among industrial assets (including healthcare assets) or which store, process, analyze, manage, secure or transfer industrial data (including complex healthcare data) including for data acquisition, data analysis or data exchange among assets or processors and including local, distributed, networked or cloud-based supervisory data acquisition and control systems, human-machine interface systems, system optimization techniques, condition monitoring, predictive maintenance, asset performance management systems, asset monitoring systems, operational optimization systems, operational security systems, and communication techniques and algorithms in connection with such assets, data, and activities.

(gg) "Improvement" means any modification, extension, derivative work or improvement of any Intellectual Property.

(hh) "Intellectual Property" means all of the following, whether protected, created or arising under the Laws of the United States or any foreign jurisdiction: (i) all inventions (whether patentable or unpatentable and whether or not reduced to practice), patent disclosures, industrial designs, all improvements thereto, and all United States and foreign patents, patent applications (including all patents issuing thereon), statutory invention registrations and invention disclosures, together with all continuation applications of all types, including reissuances, restorations, divisions, continuations, continuations-in-part, revisions, extensions and re-examinations thereof, and all rights therein provided by international treaties or conventions; (ii) all United States and non U.S. copyrightable works (including copyrights in Software), design rights, database rights, all copyrights and applications, registrations and renewals in connection therewith, whether registered or unregistered; (iii) trade secrets, know-how and information that is proprietary and confidential; and (iv) all mask works (as defined in 17 U.S. C. §901) and all applications, registrations and renewals in connection therewith. As used in this Agreement, the term "Intellectual Property" expressly excludes all United States and foreign trademarks, service marks, trade dress, logos, trade names, Internet domain names, moral rights, designs, slogans and corporate names and general intangibles of like nature, whether registered or unregistered, together with all translations, adaptations, derivations and combinations thereof and other identifiers of source and including all goodwill associated therewith and all rights therein provided by international treaties or conventions, common law rights, applications, registrations, pending registrations, applications to register, reissues, extensions of the foregoing and renewals in connection therewith.

(ii) "Intercompany Services Agreement" means that certain Intercompany Services Agreement dated as of the date hereof, between GE and the Company.

(jj) "Law" means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

(kk) "Leasing" means the rental, leasing, or financing under operating leases, finance leases or hire purchase or rental agreements, of property (other than O&G Products and Services), whether real, personal, tangible or intangible.

(ll) "Notice" has the meaning set forth in Exhibit A.

(mm) "O&G Activities" means the following oil and gas activities: (i) exploration (including seismic surveying), drilling, evaluation (including reservoir and reserves analysis), completion, well intervention, stimulation or production in and of reservoirs; (ii) liquefied natural gas; (iii) compression and boosting liquids (i.e., pumps) in upstream, midstream and downstream; (iv) pipeline inspection, pipeline commissioning and pipeline integrity management; (v) processing in refineries and petrochemical (including fertilizer) plants or production chemicals in the upstream; and (vi) additive chemicals in the downstream (excluding in each case, agriculture chemicals and specialty polymers).

(nn) "O&G Channel Products" means products, parts, equipment, services, technology and systems listed on Exhibit D, to the extent, in each case: (i) such products, parts, equipment, services, technology and systems are (A) sold as an individual item or (B) if sold as part of a Solution Offering, constitute at least a majority of the aggregate estimated or projected value of such Solution Offering; and (ii) Company can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (A) GE O&G was engaged in the sale thereof or (B) such products, parts, equipment, services, technology and systems were contemplated or being developed or designed by GE O&G; including, in the case of both clauses (i) and (ii), any reasonably foreseeable enhancements or extensions thereof, including by further investments therein, provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology and system listed on Exhibit D.

(oo) "O&G Customers" means companies engaged in the oil and gas industry (but excluding their Affiliates or business units, as applicable, that are not so engaged) in any of the O&G Activities.

(pp) "O&G Products and Services" means products, parts, equipment, services, technology and systems (including, for the avoidance of doubt, Software): (a) for use in the O&G Activities (including digital products, parts, equipment, services, technology and systems that are offered by the members of the GE Group other than the GE Digital business unit); or (b) listed on Exhibit B, and solely with respect to clause (b), which the Company can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (i) GE O&G was engaged in the sale thereof, or (ii) were contemplated or being designed by GE O&G, including any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology or system listed on Exhibit B; and excluding, with respect to both clauses (a) and (b), the Software, products, parts, equipment, services, technology and systems of GE Digital LLC.

(qq) "Party" means either GE and its Affiliates, on the one hand, or Company and its Affiliates, on the other hand, and "Parties" means collectively GE, Company and their Affiliates.

(rr) "Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

(ss) "Receiving Party" has the meaning set forth in Section 5.01.

(tt) "Representatives" means, with respect to a Person, the Affiliates of such Person and the directors, officers, partners, employees, agents, consultants, contractors, advisors, legal counsel, accountants and other representatives of such Person and its Affiliates.

(uu) "Signing Date" means October 30, 2016.

(vv) "Software" means computer software, programs and databases in any form or format, including compilations, tool sets, data compilers, higher level or "proprietary" language and macros, Internet web sites, web content and links, all versions, updates, corrections, enhancements, replacements and modifications thereof, and all documentation, flow charts, diagrams, descriptive texts and programs, computer print-outs, underlying media and materials related thereto, whether in source code, object code or human readable form.

(ww) "Solution Offering" means the sale of products, parts, equipment, services, technology and systems to third-party end-user customers as part of a broader equipment or service solution or system for such customer or as part of a repair, replacement, enhancement or upgrade of such broader solution or system.

(xx) "Subsidiary" means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its board of directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

(yy) "Transaction Agreement" has the meaning set forth in the Recitals.

(zz) "Use" means, with respect to Intellectual Property, to use, practice, reproduce, distribute, perform, transmit, display and otherwise exploit; to use for research and development purposes; to prepare modifications, derivative works or improvements based upon; and to make, have made, sell, distribute, offer to sell, have sold, import, export, lease and otherwise commercialize or dispose of, in each case, products and services that embody such Intellectual Property.

Section 1.02 Interpretations. When a reference is made in this Agreement to an Article, Section or Exhibit, such reference shall be to an Article, Section or Exhibit to this Agreement unless otherwise indicated. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Any references in this Agreement to "the date hereof" refers to the date of execution of this Agreement. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. References to "this Agreement," "hereof," "herein," and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement and include exhibits or other attachments to this Agreement. All terms defined in this Agreement shall have the defined meanings when used in any certificate or other document made or delivered pursuant hereto unless otherwise defined therein. The definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any agreement or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes and references to all attachments thereto and instruments incorporated therein. References to a Person are also to its permitted successors and assigns. The Parties have participated jointly in the negotiation and drafting of this Agreement with the assistance of counsel and other advisors and, in the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as jointly drafted by the Parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement or interim drafts of this Agreement. Unless specifically stated herein that a particular provision of this Agreement should be given effect in lieu of a conflicting provision in the Transaction Agreement, to the extent that any provision contained in the Transaction Agreement conflicts with, or cannot logically be read in accordance with, any provision of this Agreement, the provision contained in the Transaction Agreement shall prevail.

ARTICLE II
LICENSE GRANT

Section 2.01 Grant from GE to Company.

(a) Subject to the terms and conditions of this Agreement, GE hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to Company and its Affiliates a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, non-sublicensable, non-transferable (except as provided in Section 6.01), perpetual (except as provided in Section 4.02) right and license to allow employees, directors and officers of Company or any of its Affiliates to (i) Use the GE Intellectual Property solely within the Company Field and (ii) Use any GE Specific Fields Intellectual Property solely in the manner and within the field in which such Intellectual Property is Used or Held for Use by Company or the applicable Affiliate as of the Signing Date; provided, however, as a condition to having any product or service made by any third party pursuant to the foregoing sentence, Company and its Affiliates will obtain a written agreement from such third party in form and substance reasonably satisfactory to GE: (A) with confidentiality undertakings that are no less restrictive than those contained in this Agreement; and (B) that provides that such third party will make such products or services only on behalf of and at the direction of Company and its Affiliates. For the avoidance of doubt, except as permitted under Section 2.01(a)(ii), nothing in this Agreement grants the Company or its Affiliates any rights to Use any GE Existing IP or GE Future IP directed to any of the GE Specific Fields except as expressly provided for in Exhibit F.

(b) Subject to the terms and conditions of Article V, Company and its Affiliates may permit their suppliers, contractors, distributors and consultants to exercise any or all of the rights and licenses granted to Company and its Affiliates under this Section 2.01 on behalf of and at the direction of Company and its Affiliates (and not for the benefit of such suppliers, contractors and consultants).

Section 2.02 Grant from Company to GE and its Affiliates.

(a) Subject to the terms and conditions of this Agreement, Company hereby grants and agrees to grant, and shall cause its Affiliates to grant and agree to grant, to GE and its Affiliates a non-exclusive, irrevocable, royalty-free, fully paid-up, worldwide, non-sublicensable, non-transferable (except as provided in Section 6.01), perpetual (except as provided in Section 4.02) right and license to allow employees, directors and officers of GE or any of its Affiliates to: (i) Use the Company Intellectual Property solely within the GE Field; and (ii) Use the Company Specific Fields Intellectual Property solely in the manner and within the field in which such Intellectual Property is Used or Held for Use by GE or the applicable Affiliate as of the Signing Date; provided, however, as a condition to having any product or service made by any third party pursuant to the foregoing sentence, GE and its Affiliates will obtain a written agreement from such third party in form and substance reasonably satisfactory to the Company: (A) with confidentiality undertakings that are no less restrictive than those contained in this Agreement; and (B) that provides that such third party will make such products or services only on behalf of and at the direction of GE and its Affiliates. For the avoidance of doubt, except as permitted under Section 2.02(a)(ii), nothing in this Agreement grants GE or its Affiliates any rights to Use any Company Existing IP or Company Future IP directed to any of the GE Specific Fields except as expressly provided for in Exhibit F.

(b) Subject to the terms and conditions of Article V, GE and its Affiliates may permit their suppliers, contractors, distributors and consultants to exercise any or all of the rights and licenses granted to GE and its Affiliates under this Section 2.02 on behalf of and at the direction of GE and its Affiliates (and not for the benefit of such suppliers, contractors and consultants).

Section 2.03 Third Party Licenses. To the extent that any Intellectual Property licensed under Sections 2.01 or 2.02 is owned by a third party, the license of such Intellectual Property under this Agreement shall be subject to all of the terms and conditions of the relevant agreement with such third party pursuant to which such Intellectual Property has been licensed to the GE or the Company, as applicable.

Section 2.04 Improvements. As between the Parties, and unless otherwise agreed to by the Parties, Improvements made after the Closing Date and all Intellectual Property rights therein shall be owned by the Party making such Improvement. For the avoidance of doubt, neither Party shall own any Intellectual Property rights licensed to such Party hereunder.

Section 2.05 Section 365(n) of the Bankruptcy Code. All rights and licenses granted under this Agreement are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code (the "Bankruptcy Code"), licenses of rights to "intellectual property" as defined under Section 101(35A) of the Bankruptcy Code. The Parties shall retain and may fully exercise all of their respective rights and elections under the Bankruptcy Code.

Section 2.06 Customers. Each Party agrees that it shall use reasonable efforts to not knowingly bring any legal action or proceeding against, or otherwise communicate with, any customer of the other Party with respect to any alleged infringement, misappropriation or violation of any Intellectual Property of such Party to the extent licensed hereunder based on such customer's use of the other Party's products or services without first providing the other Party written notice of such alleged infringement, misappropriation or violation.

Section 2.07 Reservation of Rights.

(a) All rights not expressly granted by a Party hereunder are reserved by such Party. Without limiting the generality of the foregoing, the Parties expressly acknowledge that nothing contained herein shall be construed or interpreted as a grant, by implication or otherwise, of any licenses other than the licenses expressly set forth in this Article II. The licenses granted in Sections 2.01 and 2.02 are subject to, and limited by, any and all licenses, rights, limitations and restrictions with respect to, as applicable, the GE Intellectual Property, GE Specific Fields Intellectual Property, Company Specific Fields Intellectual Property and the Company Intellectual Property previously granted to or otherwise obtained by any third party that are in effect as of the Closing. For the avoidance of doubt, except as permitted under Section 2.01(a)(ii) and Section 2.02(a)(ii), the Company shall not, and shall cause its Affiliates to not, Use the GE Intellectual Property in the GE Field and GE shall not, and shall cause its Affiliates to not, Use the Company Intellectual Property in the Company Field.

(b) The Company agrees that, as between the Parties, except for those rights expressly granted to the Company under this Agreement, all worldwide right, title and interest in and to the GE Intellectual Property and GE Specific Fields Intellectual Property, including the right to claim priority therein, are and shall remain the exclusive property of GE. GE agrees that, as between the Parties, except for those rights expressly granted to GE under this Agreement, all worldwide right, title and interest in and to the Company Intellectual Property, and Company Specific Fields Intellectual Property, including the right to claim priority therein, are and shall remain the exclusive property of the Company.

(c) Except as expressly contemplated in any of the other Long-Term Ancillary Agreements, the Parties acknowledge and agree that the licenses granted herein to the Company do not extend to, or grant rights under, any other Intellectual Property that is licensed or otherwise provided to the Company and/or its Affiliates pursuant to any of the other Long-Term Ancillary Agreements and any additional agreements entered into thereunder, including the GE Digital Master Products and Services Agreement. The Company's and/or its Affiliates' (as applicable) rights and obligations with respect to Intellectual Property licensed or otherwise provided to the Company and/or its Affiliates under any of the other Long-Term Ancillary Agreements are dictated solely by the terms and conditions of such Long-Term Ancillary Agreement(s) under which such Intellectual Property is specifically licensed.

(d) This Agreement shall not grant (i) to the Company or any of its Affiliates any right or license to any GE Intellectual Property, GE Specific Fields Intellectual Property or Software owned by, or licensed to, GE Digital LLC or (ii) to GE Digital LLC any right or license to any Company Intellectual Property or Software owned by, or licensed to, the Company. Any such Intellectual Property and Software is licensed solely pursuant to the GE Digital Master Products and Services Agreement, entered into by and between GE Digital LLC and Baker Hughes, a GE company, LLC dated as of the date hereof.

Section 2.08 Access. For the avoidance of doubt, nothing in this Agreement shall be interpreted as requiring either Party (i) to transfer to the other Party or (ii) to grant to the other Party access to, in each case of (i) and (ii), technological embodiments (including Software) of, or know-how or Confidential Information related to GE Intellectual Property, GE Specific Fields Intellectual Property, Company Specific Fields Intellectual Property or Company Intellectual Property, as the case may be. Any transfer or grant of access by either Party to such technological embodiments, know-how and Confidential Information shall be made solely pursuant to the terms of the Intercompany Services Agreement.

ARTICLE III
COVENANTS

Section 3.01 Further Assistance. Each Party hereby covenants and agrees that it shall, at the request and expense of the other Party, use commercially reasonable efforts to assist the other Party in its efforts to obtain any third-party consent, approval or waiver necessary to enable such other Party to obtain a license to any Intellectual Property that, that as of the date of this Agreement and but for the requirements set forth in Section 2.03, would be the subject of a license granted pursuant to Section 2.01 or 2.02 hereunder, including by using all reasonable efforts to take, or cause to be taken, all appropriate action, do or cause to be done all things necessary, proper or advisable under applicable Laws and execute and deliver such documents and other papers, including powers of attorney, as may be required to carry out the provisions of this Agreement and consummate and make effective the transactions contemplated by this Agreement; provided, however, that such Party shall not be required to seek broader rights or more favorable terms for the other Party than those applicable to such Party prior to the date hereof or as may be applicable to such Party from time to time thereafter. The Parties acknowledge and agree that there can be no assurance that such Party's efforts will be successful or that the other Party will be able to obtain such licenses or rights on acceptable terms or at all.

Section 3.02 Ownership. No Party shall represent that it has any ownership interest in any Intellectual Property of the other Party licensed hereunder.

Section 3.03 Prosecution and Maintenance. Each Party retains the sole right to protect the Intellectual Property owned by such Party at such Party's sole discretion, including deciding whether and how to file and prosecute applications to register Software, patents, copyrights (including in Software) and mask work rights included in such Intellectual Property, whether to abandon prosecution of such applications and whether to discontinue payment of any maintenance or renewal fees with respect to any patents.

Section 3.04 Third Party Infringements, Misappropriations and Violations.

(a) (1) The Company shall promptly notify GE and (2) GE shall promptly notify the Company, in each case of (1) and (2), in writing of any actual or possible material infringement, misappropriation or other violation by a third party of any Intellectual Property of the second Party being licensed hereunder that comes to the first Party's attention that is in the case of (1) within the GE Field and in the case of (2) within the Company Field. Such first Party shall also promptly notify such second Party of the identity of such third party and any evidence of such infringement, misappropriation or other violation within such first Party's custody or control that such first Party is reasonably able to provide. Except as set forth in Section 2.06, the second Party shall have the sole right to determine whether any action shall be taken in response to such infringements, misappropriations or other violations at such second Party's sole discretion.

(b) Each licensee Party shall promptly notify the licensor Party in writing upon learning of the existence or possible existence of rights held by any third party that may be infringed, misappropriated or otherwise violated by the Use of the Intellectual Property of such licensor Party (or any element or portion thereof) licensed hereunder to such licensee Party, as well as the identity of such third party and, if applicable, any evidence relating to such purported infringement, misappropriation or other violation within such licensee Party's custody or control that such licensee Party is reasonably able to provide. Such licensee Party shall cooperate fully with the licensor Party to avoid such existing or possibly existing infringement, misappropriation or violation, and, if applicable, shall discontinue the Use of such Intellectual Property that is the subject of such purported infringement, misappropriation or other violation upon the reasonable request of the licensor Party to discontinue such Use of such Intellectual Property.

(c) Each licensor Party shall promptly notify the licensee Party in writing upon learning of the existence or possible existence of rights held by any third party that may be infringed, misappropriated or otherwise violated by the Use of the Intellectual Property of such licensor Party (or any element or portion thereof) licensed hereunder to such licensee Party, as well as the identity of such third party, and, if applicable, any evidence relating to such purported infringement, misappropriation or other violation within such licensor Party's custody or control that such licensor Party is reasonably able to provide. The licensee Party shall cooperate fully with such licensor Party to avoid such existing or possibly existing infringement, misappropriation or violation, and shall discontinue the Use of such Intellectual Property that is the subject of such purported infringement, misappropriation or other violation upon the reasonable request of such licensor Party to discontinue such Use of such Intellectual Property, and shall provide such licensor Party any evidence relating to such purported infringement, misappropriation or other violation within the licensee Party's custody or control.

Section 3.05 Cooperation Regarding Restrictions and Limitations Applicable to Licensed Intellectual Property. Each Party, at the request of the other Party, agrees to use commercially reasonable, good-faith efforts to provide such other Party such copies of agreements (subject to any confidentiality restrictions that would prevent disclosure of such agreements) or other information (including summaries of the applicable limitations) that are sufficient to inform such other Party about any limitations or restrictions on the Use of the Intellectual Property licensed to it hereunder, as applicable, or other specific Intellectual Property licensed hereunder and identified by such other Party in writing to such Party, which has not already been provided to such other Party and which is not otherwise in the possession of such other Party. Such Party shall not have any liability to such other Party resulting or arising from the failure or inability to provide such agreements or information.

Section 3.06 Audit. Not more than once per year, upon thirty (30) days' advanced written notice, each licensor Party may audit (or cause an independent third party auditor to audit), during regular business hours and in a manner that complies with the building and security requirements of the licensee Party, the books, records and facilities of the licensee Party to the extent reasonably necessary to determine such licensee Party's compliance with this Agreement. Any audit conducted under this Section 3.06 shall not interfere unreasonably with the operations of such licensee Party. The licensor Party requesting the audit shall pay the costs of conducting such audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement.

ARTICLE IV
TERM AND TERMINATION

Section 4.01 Term. This Agreement shall remain in full force and effect in perpetuity unless terminated in accordance with its terms.

Section 4.02 Trigger Date Termination. Upon (i) the Trigger Date (as defined in the Stockholders Agreement), (ii) the first date in which Company or its Affiliates sells primarily all of the assets of the Company and its Affiliates to a third party or (iii) the first date on which the Company ceases to conduct business, in each case of (i)-(iii), this Agreement shall terminate; provided that the respective licenses of GE Intellectual Property, GE Specific Fields Intellectual Property, Company Intellectual Property, or Company Specific Fields Intellectual Property, as applicable, shall remain in effect solely for such Intellectual Property that is actually in Use, or Held for Use one-hundred and fifty (150) days prior to the date an agreement is entered into that would result in the Trigger Date or the consummation of an applicable asset sale transaction. For the avoidance of doubt, any obligation to license GE Future IP and Company Future IP that, as of the date one-hundred and fifty (150) days prior to the date an agreement is entered into that would result in the Trigger Date or the consummation of an applicable asset sale transaction, are not actually in Use, or are not Held for Use by a licensee Party, shall terminate as of the date of such termination.

Section 4.03 No Other Termination. Except as set forth in Section 4.02, this Agreement may only be terminated upon the mutual written agreement of the Parties. In the event of a Party's breach of this Agreement, the sole and exclusive remedy of the non-breaching Party shall be to recover monetary damages and/or to obtain injunctive or equitable relief in accordance with Section 6.05.

Section 4.04 Termination of Channels. Upon the termination of any Channel (as that term is defined in the Channel Agreement) pursuant to the terms of the Channel Agreement, the respective licenses to any GE Intellectual Property or Company Intellectual Property, as applicable, Used or Held for Use by the Company or GE, respectively, in connection with such Channel shall remain in effect solely in the manner and within the field permitted for such Channel as would have been permitted under the Channel Agreement in which such Intellectual Property is Used or Held for Use as of such date of termination. For the avoidance of doubt, any obligation to license GE Future IP and Company Future IP that, as of the date of termination of a Channel, are not actually in Use, or are not Held for Use by a licensee Party in connection with such Channel, shall terminate as of the date of such termination.

Section 4.05 Survival. The rights and obligations of the Parties set forth in Article I, Article V, Article VI, Section 4.02, Section 4.04 and Section 4.05, and any right, obligation or required performance of the Parties which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, shall survive any such termination or expiration of this Agreement.

ARTICLE V
CONFIDENTIALITY

Section 5.01 Confidential Information. The provisions of this Article V shall apply to any confidential or proprietary information or materials included in the GE Intellectual Property, GE Specific Fields Intellectual Property, Company Specific Fields Intellectual Property and Company Intellectual Property licensed pursuant to this Agreement ("Confidential Information"). Each Party (the "Receiving Party") shall keep all Confidential Information of the other Party (the "Disclosing Party") that is or becomes available to the Receiving Party confidential and shall not disclose any such Confidential Information to any third party (other than its Representatives who have a "need-to-know" such Confidential Information and are authorized to receive such Confidential Information pursuant to Article II) without the prior written consent of the Disclosing Party. The Receiving Party shall exercise at least the same degree of care to safeguard the confidentiality of the Disclosing Party's Confidential Information as it does to safeguard its own proprietary or confidential information of equal importance, but not less than a reasonable degree of care.

Section 5.02 Exclusions. The confidentiality obligations in this Article V shall not apply to any Confidential Information which:

(a) is or becomes generally available to and known by the public (other than as a result of a non-permitted disclosure or other wrongful act or failure to act directly or indirectly by the Receiving Party),

(b) is or becomes available to the Receiving Party on a non-confidential basis from a source other than the Disclosing Party; provided that the Receiving Party has no knowledge that such source was at the time of disclosure to the Receiving Party bound by a confidentiality agreement with the Disclosing Party or other obligation of secrecy which was breached by the disclosure,

(c) has been or is hereafter independently acquired or developed by the Receiving Party without reference to such Confidential Information and without otherwise violating any confidentiality agreement with or other obligation of secrecy to the Disclosing Party,

(d) was in the possession of the Receiving Party at the time of disclosure by the Disclosing Party without restriction as to confidentiality, or

(e) is required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process) to be disclosed by any Governmental Entity or pursuant to applicable Law; provided that the Receiving Party: (i) uses all reasonable efforts to provide the Disclosing Party with written notice of such request or demand as promptly as practicable under the circumstances so that the Disclosing Party shall have an opportunity to seek an appropriate protective order or other appropriate remedy; (ii) furnishes only that portion of the Confidential Information which is in the opinion of the Receiving Party's counsel legally required; and (iii) takes, and causes its Representatives to take, all other reasonable steps necessary to obtain confidential treatment for any such Confidential Information required to be furnished.

Section 5.03 Confidentiality Obligations. The Receiving Party shall ensure, by instruction, contract or otherwise with its Representatives that such Representatives comply with the provisions of this Article V. The Receiving Party shall indemnify and hold harmless the Disclosing Party in the event of any breach by the Receiving Party's Representatives of this Article V. The Receiving Party shall promptly notify the Disclosing Party in the event that the Receiving Party learns of any unauthorized use or disclosure of such Confidential Information by it or its Representatives and shall promptly take all actions necessary to correct and prevent such use or disclosure.

ARTICLE VI
GENERAL PROVISIONS

Section 6.01 Assignment.

(a) This Agreement shall not be assignable, in whole or in part, by any Party to any third party, including Affiliates of any Party, without the prior written consent of the other Party, and any attempted assignment without such consent shall be null and void. Notwithstanding the foregoing, this Agreement may be assigned by any Party as follows without obtaining the prior written consent of the other Party:

(i) GE, in its sole discretion, may assign this Agreement, and any or all of its rights under this Agreement, and may delegate any or all of its duties under this Agreement to any Affiliate of GE at any time;

(ii) Company, in its sole discretion, may assign this Agreement, and any or all of its rights under this Agreement, and may delegate any or all of its duties under this Agreement to any Affiliate of Company at any time; and

(iii) Subject to Section 4.02, either Party may assign any or all of its rights or delegate any or all of its duties under this Agreement to: (1) an acquirer of all or substantially all of the equity or assets of the business of such Party to which this Agreement relates; (2) an acquirer of any portion of the business of such Party to which this Agreement relates; provided, that the licenses received under this Agreement may only be assigned by such assigning Party with respect to Intellectual Property that is actually in Use or Held for Use in connection with the portion of the business being sold by the assigning Party as of one-hundred and fifty (150) days prior to the date that such an assignment is entered into; or (3) the surviving entity in any merger, consolidation, equity exchange, reorganization or other comparable transaction involving such Party; provided that such acquirer or surviving entity in accordance with (1)-(3), as the case may be, executes an agreement in form and substance reasonably satisfactory to the other Party to be bound by all the obligations of such Party, as applicable, under this Agreement and a copy of such agreement is provided to such other Party.

(b) This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their successors, legal representatives and permitted assigns. All license rights and covenants contained herein shall run with all Intellectual Property of the Parties licensed hereunder and shall be binding on any successors-in-interest or assigns thereof.

Section 6.02 Disclaimer of Warranties. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE INTELLECTUAL PROPERTY LICENSED BY THE PARTIES PURSUANT TO THIS AGREEMENT IS FURNISHED “AS IS”, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, TITLE, NON- INFRINGEMENT, QUALITY, USEFULNESS, COMMERCIAL UTILITY, ADEQUACY, COMPLIANCE WITH ANY LAW, DOMESTIC OR FOREIGN, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE OR THE VALIDITY OF SUCH INTELLECTUAL PROPERTY. WITHOUT LIMITING THE FOREGOING, EXCEPT FOR CLAIMS ARISING FROM FRAUD, WILLFUL MISCONDUCT ON THE PART OF A PARTY OR A BREACH OF ARTICLE V BY A PARTY, NEITHER PARTY SHALL HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON SUCH OTHER PARTY OR ANY OTHER PERSON, INCLUDING ANY SUCH LIABILITY ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) THE MANUFACTURE, USE, OFFER FOR SALE, SALE, OR IMPORT OF ANY PRODUCTS OR THE PRACTICE OF THE INTELLECTUAL PROPERTY LICENSED HEREUNDER; (B) THE USE OF OR ANY ERRORS OR OMISSIONS IN ANY SUCH INTELLECTUAL PROPERTY; OR (C) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES CONCERNING ANY OF THE FOREGOING.

Section 6.03 Consequential and Other Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES (PROVIDED THAT ANY SUCH LIABILITY WITH RESPECT TO A THIRD-PARTY CLAIM SHALL BE CONSIDERED DIRECT DAMAGES) OF THE OTHER PARTY ARISING IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING FROM BREACH OF CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR THE PARTY AGAINST WHOM SUCH LIABILITY IS CLAIMED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 6.04 Assumption of Risk.

(a) Company, on behalf of itself and its Affiliates, hereby assumes all risk and liability in connection with Company's and its Affiliates' Use of the GE Intellectual Property and the GE Specific Fields Intellectual Property.

(b) GE, on behalf of itself and its Affiliates, hereby assumes all risk and liability in connection with GE's and its Affiliates' Use of the Company Intellectual Property, and the Company Specific Fields Intellectual Property.

Section 6.05 Governing Law; Submission to Jurisdiction; Specific Performance.

(a) This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. The Parties consent specifically to the personal and exclusive jurisdiction of any state or federal court having subject matter jurisdiction in the County of New York, State of New York for any action or proceeding to enforce any award of the arbitrators pursuant to Section 6.12 or the provisions set forth in Section 6.12, and any action for injunctive relief, and irrevocably waive their right to contest venue in any such courts. Each of the Parties agrees that a judgment in any such action may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The successful Party in any action seeking enforcement of this Agreement shall be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the other Party.

(b) The Parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. Each Party agrees that, in the event of any breach or threatened breach by any other Party of any covenant or obligation contained in this Agreement, the non-breaching Party shall be entitled (in addition to any other remedy that may be available to it whether in law or equity, including monetary damages) to (i) a decree or order of specific performance to enforce the observance and performance of such covenant or obligation, and (ii) an injunction restraining such breach or threatened breach.

Section 6.06 Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing or electronic mail and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by electronic delivery with receipt confirmed, delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6.06):

If to GE and its Affiliates, to:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (617) 428-8402
Email: jim.waterbury@ge.com

If to Company to:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

Section 6.07 Severability. If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 6.08 Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties with respect to the subject matter of this Agreement, except the Transaction Agreement and the Long-Term Ancillary Agreements.

Section 6.09 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their Affiliates, permitted sublicensees, successors and assigns, and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

Section 6.10 Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties to this Agreement. No waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

Section 6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by electronic mail or facsimile shall be as effective as delivery of a manually executed counterpart of this Agreement.

Section 6.12 Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement ("Dispute") shall be resolved in accordance with Exhibit A.

Section 6.13 No Waiver. Failure by either Party at any time to enforce or require strict compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of such Party to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision. The waiver of any term, condition or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver shall not be construed as a waiver of any other term, condition or provision, nor as a waiver of any subsequent breach of the same term, condition or provision, except as provided in a signed writing.

Section 6.14 Relationship of the Parties. Subject to Section 3.01, nothing contained herein is intended or shall be deemed to make any Party the agent, employee, partner or joint venturer of the other Party or be deemed to provide such Party with the power or authority to act on behalf of the other Party or to bind the other Party to any contract, agreement or arrangement with any other individual or entity.

[*The remainder of this page has been intentionally left blank.*]

IN WITNESS WHEREOF, GE and the Company have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[Signature Page to Intellectual Property Cross-License Agreement]

Exhibit 10.9

EXECUTION VERSION

THIS TRADEMARK LICENSE AGREEMENT (this "Agreement"), dated as of July 3, 2017, is made and entered into by and between General Electric Company, a New York corporation ("GE" or "Licensor"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Licensee").

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among Licensor, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation, and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among Licensor, BHI, Baker Hughes, a GE company, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Merger Agreement"), Licensor and BHI have agreed to combine GE O&G (as defined below) with BHI and have effected or agreed to effect the Transactions (as defined herein);

WHEREAS, the Merger Agreement requires the execution and delivery of this Agreement by the Parties hereto at the Closing; and

WHEREAS, in connection with the transactions contemplated by the Merger Agreement, Licensor desires to grant to Licensee a license to use the Licensed Marks in accordance with the terms, and subject to the conditions, set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Licensor and Licensee agree as follows:

I. DEFINITIONS

Unless otherwise defined herein, all capitalized terms used herein have the meanings ascribed to such terms in the Merger Agreement. The following terms as used in this Agreement have the meanings set forth in this Article I:

A. "Affiliate" means, with respect to a Party, any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (1) references to Licensor's "Affiliates" shall be deemed to exclude the Licensee Group and (2) references to Licensee's "Affiliates" shall be deemed to exclude Licensor and its Subsidiaries that are not within the Licensee Group.

B. "Channel Agreement" means that certain Channel Agreement entered into by and between Licensor and Baker Hughes, a GE company, dated as of the date hereof (as it may be amended, supplemented or modified from time to time).

C. "Channel Products" means products, parts, equipment, services, technology and systems listed on Exhibit A, to the extent, in each case: (i) such products, parts, equipment, services, technology and systems are (A) sold as an individual item or (B) if sold as part of a Solution Offering, constitute at least a majority of the aggregate estimated or projected value of such Solution Offering and (ii) Licensee can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date (A) GE O&G was engaged in the sale thereof or (B) such products, parts, equipment, services, technology and systems were contemplated or being developed or designed by GE O&G, including, in the case of both clauses (i) and (ii), any reasonably foreseeable enhancements or extensions thereof, including by further investments therein, provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology and system listed on Exhibit A.

D. "Company Field" means the field of offering: (i) (A) O&G Products and Services and (B) Channel Products, in each case of (A) and (B), to O&G Customers, (ii) the Non-Exclusive Fields and (iii) the O&G Products and Services listed on Exhibit B.

E. "Effective Date" means the Closing Date.

F. "GE Group" means GE and its Subsidiaries from time to time other than Baker Hughes, a GE company, and its Subsidiaries; provided that any Person who at any time is a member of the GE Group shall cease being a member of the GE Group if at any time it is no longer a Subsidiary of GE; provided, further that "GE Group" shall not include (i) any Person that purchases assets, operations or a business from a member of the GE Group if such Person is not a Subsidiary of GE after such transaction is consummated, and (ii) any Subsidiary of GE in which a Person who is not an Affiliate of GE holds equity interests and with respect to whom a member of the GE Group, on the Closing Date, has existing contractual or legal obligations (including fiduciary duties of representatives on the board of directors or similar body of such Subsidiary) which exclude GE's ability to impose on the subject Subsidiary GE's obligations applicable herein. For clarity, any references to an applicable business unit of GE shall be also to the successor of such GE business unit within the GE Group.

G. "GE O&G" means GE's Oil & Gas business described in the segment disclosures in GE's annual report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2015, as reflected in the GE O&G Financial Statements.

H. "Governmental Entity" means any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

I. "Intercompany Services Agreement" means that certain Intercompany Services Agreement entered into by and between Licensor and Licensee, dated as of the date hereof (as it may be amended, supplemented or modified from time to time).

J. "IP Cross License Agreement" means that certain IP Cross License Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and Licensee.

K. "Law" means any federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Entity.

L. "Licensed Form" means "Baker Hughes, a GE company".

M. "Licensed Marks" means and is limited to (i) the word mark GE and (ii) the GE monogram.

N. "Licensee Group" means the Licensee and its Subsidiaries.

O. "Marks" means trademarks, service marks, trade names, service names, taglines, slogans, industrial designs, brand names, brand marks, trade dress rights, Internet domain names, identifying symbols, logos, emblems, signs or insignia, meta tags, website search terms and key words, including all goodwill associated with the foregoing.

P. "Non-Competition Agreement" means that certain Non-Competition Agreement entered into by and between Licensor and Licensee, dated as of the date hereof (as it may be amended, supplemented or modified from time to time).

Q. "Non-Exclusive Fields" means the field of offering: (i) agricultural chemicals to the agricultural industry, (ii) low molecular weight olefin polymers and copolymers and (iii) geothermal exploration, drilling, evaluation, completion, well intervention, stimulation or production in and of geothermal reservoirs.

R. "O&G Activities" means the following oil and gas activities: (i) exploration (including seismic surveying), drilling, evaluation (including reservoir and reserves analysis), completion, well intervention, stimulation or production in and of reservoirs; (ii) liquefied natural gas; (iii) compression and boosting liquids (*i.e.*, pumps) in upstream, midstream and downstream; (iv) pipeline inspection, pipeline commissioning and pipeline integrity management; (v) processing in refineries and petrochemical (including fertilizer) plants; or (vi) production chemicals in the upstream and additive chemicals in the downstream.

S. "O&G Customers" means (i) companies engaged in the oil and gas industry (but excluding their Affiliates or business units, as applicable, that are not so engaged) in O&G Activities or (ii) the customers of the Licensee Group with respect to the products, parts, equipment, services, technology or systems provided by the Licensee pursuant to the Channel Agreement.

T. "O&G Products and Services" means products, parts, equipment, services, technology and systems (a) for use in the O&G Activities (including digital products, parts, equipment, services, technology and systems that are offered by the members of the GE Group other than the GE Digital business unit) or (b) listed on Exhibit B, and solely with respect to clause (b), which the Licensee can reasonably demonstrate by ordinary course business documents or systems that, as of the Signing Date, (i) GE O&G was engaged in the sale thereof or (ii) were contemplated or being designed by GE O&G, including any reasonably foreseeable enhancements or extensions thereof (including by further investments therein), provided that such enhancements or extensions thereof, including by further investments therein, continue to fall within the description of the applicable product, part, equipment, service, technology or system listed on Exhibit B, and excluding, with respect to both clauses (a) and (b), the products, parts, equipment, services, technology and systems of GE Digital business unit.

U. "Party" means Licensor and Licensee individually, and "Parties" means Licensor and Licensee collectively.

V. "Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

W. "Products" and "Services" means, respectively, and is limited to products sold and services rendered as of and after the Effective Date by Licensee in the conduct of Licensee's business.

X. "Signing Date" means October 30, 2016.

Y. "Solution Offering" means the sale of products, parts, equipment, services, technology and systems to third party end-user customers as part of a broader equipment or service solution or system for such customer or as part of a repair, replacement, enhancement or upgrade of such broader solution or system.

Z. "Standards of Quality" means:

1. at least the same high standards of quality, appearance, service and other standards pertaining to the Licensed Marks that are observed immediately prior to the Closing Date by Licensor in its businesses; and

2. additional standards similar to the types of standards listed in 1 of this definition, if any, which Licensor may otherwise reasonably specify to Licensee or approve in writing from time to time so long as such standards are also applied across other similar GE businesses where such additional standards are applicable to the operation of such businesses.

AA. "Subsidiary" means, with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

II. LICENSE GRANT

A. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a world-wide, exclusive (except for (i) the Non-Exclusive Fields and (ii) any fields within the Company Field where Licensor or any of its Affiliates operate as of the date hereof, and any reasonably foreseeable enhancements or extensions thereof (including by further investments therein) (subject to the terms of the Non-Competition Agreement), within which, in each case of (i) and (ii), the license shall be non-exclusive), non-transferable (other than as set forth in Section XII.E below), royalty-bearing, fully paid-up (other than with respect to the royalties described in Article VIII) license, with no right to sublicense (other than to Licensee's Subsidiaries and Baker Hughes, a GE company (collectively, the "Permitted Sublicensees")), to use, solely in the Company Field, the Licensed Marks in connection with Products and Services, solely during the Term (as defined below) and solely in accordance with the requirements of Article IV and the Standards of Quality set forth herein. Licensee may permit its suppliers, contractors, distributors and consultants to exercise certain rights and licenses granted to Licensee hereunder on behalf of and at the direction of Licensee solely in accordance with GE's Brand Central Guidelines (described below).

B. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee a world-wide, non-exclusive, non-transferable (other than as set forth in Section XII.E below), royalty-bearing, fully paid-up (other than with respect to the royalties described herein) license, with no right to sublicense (other than to Permitted Sublicensees), to use the Licensed Marks in Licensee's corporate name, solely during the Term (as defined below) and solely in accordance with the requirements of Article V.

C. Licensor shall permit Licensee and its Subsidiaries to use any stock conveyed from GE to Licensee and its Subsidiaries under the Merger Agreement that exists as of the Closing Date bearing (also as of the Closing Date) the Licensed Marks and similar trademarks, either alone or in combination with other words, for not more than one (1) year after the Closing Date to transition from such use of such trademarks to using the Licensed Marks in accordance with this Agreement.

D. Licensee shall be responsible for the actions of each of its Permitted Sublicensees as if they were its own actions. Licensee shall cause the Permitted Sublicensees to comply with the terms and conditions of this Agreement.

E. Any rights not granted to Licensee in this Agreement are specifically reserved by and for Licensor. Licensee hereby accepts this grant of license, subject to the terms and conditions set forth in this Agreement.

III. EXAMINATION OF PRODUCTS AND SERVICES

A. Licensor shall have the right to supervise and control the use of the Licensed Marks by Licensee with respect to the nature and quality of the Products and Services designed, performed, distributed, sold or otherwise commercialized by Licensee for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor and its Affiliates. The Parties will meet (i) within one (1) month of the Effective Date and (ii) on a semi-annual basis after the Effective Date, in the case of both (i) and (ii), to discuss in good faith (1) the use of the Licensed Marks in connection with Products and Services, including the provision of samples of such uses by Licensee to Licensor, as well as all digital uses or uses in any other medium and (2) any material changes Licensor plans to the Licensed Marks that impact Licensee. The meeting between the Parties in accordance with (i) of the previous sentence shall specifically address Licensee's use of the Licensed Marks on Products and Services that did not bear the Licensed Marks before the Effective Date. The Parties shall discuss during the meetings contemplated in this paragraph any overlap between the Products and Services offered pursuant to the terms hereof and any products and services offered by Licensor that bear any Licensed Mark. Licensor shall consider in good faith Licensee's input on steps to be taken by the Parties to avoid any consumer confusion arising from any such overlap that would otherwise be permissible under the Non-Competition Agreement. Licensee shall

take any steps requested by Licensor to avoid such consumer confusion; provided, that any such steps are reasonable under the circumstances and are only to the extent necessary to avoid consumer confusion. The meetings that take place between the Parties in accordance with this paragraph between the Effective Date and one (1) year thereafter shall specifically address the status of the transition by Licensee in accordance with Section II.C herein to the use of the Licensed Marks in accordance with this Agreement.

B. For the meeting in accordance with Section III.A to take place one (1) year from the Effective Date, Licensee shall provide to Licensor a summary of Licensee's planned activities, pursuant to the requirements listed in Exhibit C hereto, with respect to Products and Services, as of such date, under this Agreement for the following year. For such meetings to take place each year thereafter, at least thirty (30) days prior to the second meeting of that year, Licensee shall provide Licensor with an annual plan for the subsequent year. Each annual plan will include the subject matters identified on Exhibit C hereto. For the avoidance of doubt, the Parties agree that the annual plan will express Licensee's current intentions with respect to its planned activities for the year; however, for the further avoidance of doubt, Licensee will not be limited to the activities set forth in the annual plan.

C. For all of the meetings in accordance with Section III.A(ii), Licensee shall present to Licensor a summary of its activities for the prior six (6) month period, including marketing activities. At such meetings, Licensor may provide general direction with respect to such activities for the purpose of maintaining consistency with the image and goodwill of the Licensed Marks in accordance with this Agreement.

D. In order to promote adherence to the Standards of Quality and for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor, Licensor shall have the right to obtain from Licensee, upon reasonable notice, reasonable information as to the nature and quality of the Products and Services and the manner in which the Licensed Marks are used in connection with the Products and Services.

IV. USE OF LICENSED MARKS IN CONNECTION WITH PRODUCTS AND SERVICES

A. Licensee shall use the Licensed Marks only in connection with Products and Services designed, performed, distributed, sold or otherwise commercialized by Licensee in complete accordance with all of the Standards of Quality for such Products and Services. Under the license and rights granted herein, Licensee is authorized to use the Licensed Marks only as provided in Article II.

B. Under the license and rights granted herein, Licensee is authorized to use the Licensed Marks in complete accordance with applicable Laws and shall comply with good industry practice, including the exercise of that degree of skill, diligence and foresight that can reasonably be expected from a Person who is engaged in the same type of service or manufacture under similar circumstances, consistent with applicable requirements and generally recognized industry and safety standards (collectively, "Requirements"), including use in packaging, labeling, general publicity, advertising, instruction books and other literature relating to the Products and Services and as their corporate names; provided, however, in the event of any noncompliance by Licensee with any of the Requirements as required hereunder, Licensor shall provide Licensee with notice of such noncompliance and at least seventy-five (75) days to cure such noncompliance; provided, that if the non-compliance has resulted in, or it is reasonably foreseeable that it may result in, injury or damage to persons, property or the environment, the cure period shall be thirty (30) days. Licensee shall upon reasonable notice comply

with the rules and practices reasonably set forth in writing from time to time by Licensor with respect to the appearance and manner of use of the Licensed Marks, including such rules and practices set forth in GE's Brand Central Guidelines located at http://www.gebrandcentral.com/brand/design_library/, provided such rules and practices are applied across other similar GE businesses where such rules and practices are applicable to the operation of such businesses and are provided to Licensee in written or electronic form. In the event that Licensor requests changes to previously-approved or otherwise produced materials bearing the Licensed Marks due to changes in GE's Brand Central Guidelines, Licensee shall promptly implement the change as soon as reasonable after the date of such changes but in any event no later than eighteen (18) months after the later of (i) the effective date of such change or (ii) Licensor's written notice to Licensee of such change, unless such change is required sooner in order to comply with applicable Law. Licensee shall be allowed to continue to distribute such materials then existing in inventory during such period, in each case unless an extension is otherwise approved in writing by Licensor.

C. In using the Licensed Marks, Licensee shall use commercially reasonable efforts to indicate that the Licensed Marks are registered trademarks of Licensor in accordance with standard practices with respect to the Products and Services as of the Effective Date. All websites for Products and Services that use the Licensed Marks, and all user manuals packaged with such Products, shall bear the marking: "GE is a trademark of General Electric Company. Used under trademark license." or such other reasonable marking as Licensor shall direct from time to time. Any use of the Licensed Marks not contemplated under this Agreement and inconsistent with how the Licensed Marks were used before the Effective Date, shall be adopted by Licensee only upon prior written approval by Licensor, which shall not be unreasonably conditioned, delayed or withheld.

D. Licensee shall comply with all applicable Laws pertaining to the Licensed Marks, including those pertaining to the proper use and designation of Marks and pertaining to the offering, development, distribution, promotion and sale of Products and the offering, rendering and promotion of Services, and Licensor shall comply with all applicable Laws pertaining to interactions with any Governmental Entity in connection with Licensor's enforcement and protection of the Licensed Marks in connection with this Agreement.

E. Licensor may provide notice to Licensee that Licensee's use of the Licensed Marks has resulted in or would reasonably be expected to result in a non-frivolous adverse claim against Licensor, Licensor's Affiliates or Licensee. Such notice shall include a description in reasonable detail of the facts and circumstances of the subject matter of such claim and may include a reasonable determination by Licensor that Licensee should immediately cease use of the Licensed Marks until resolution of such adverse claim. If Licensee disagrees with such determination, Licensee may continue such use of the Licensed Marks; provided, however, that Licensee shall fully indemnify Licensor for any and all losses, damages, liabilities, costs (including reasonable attorneys' fees), and expenses relating to the portion of such claim relating to Licensee's use of the Licensed Marks and only to the extent arising out of Licensee's use after the date of such notice. Licensee's continued use of the Licensed Marks pursuant to the previous sentence shall not prejudice

Licensee's ability to initiate a Dispute pursuant to Section XII.I. Licensee shall comply fully and promptly with all reasonable guidelines adopted from time to time by Licensor that are applied across other similar GE businesses where such guidelines are applicable to the operation of such businesses for the purpose of distinguishing the Licensor's Marks and preventing confusion of itself and another entity, of which the Licensor provides Licensee written notice.

F. If it is required for the purpose of making this Agreement enforceable, or for the purpose of maintaining, enhancing or protecting Licensor's rights in the Licensed Marks in some jurisdictions, to record this Agreement or to enter Licensee as a registered or authorized user of the Licensed Marks, Licensor will attend (at Licensor's expense) to such recording or entry. If a particular jurisdiction in which Licensee uses the Licensed Marks requires a controlling substitute or short-form license agreement to effectuate this Agreement, the Parties shall agree on the form and any confidential information to include therein. Licensee shall promptly execute and deliver to Licensor such necessary additional instruments or documentation as Licensor may reasonably request, including execution and delivery of such controlling substitute or short-form license agreements with terms consistent with (and to the extent legally permissible in the applicable jurisdiction, identical to) this Agreement for recordation or registration in specified jurisdictions in the event that this Agreement shall be deemed by Licensor to be unsuitable for recordation or entry in such jurisdictions. The terms and conditions of this Agreement (and not the terms and conditions of such substitute or short-form license agreements entered into for recording or entry purposes) shall be binding between Licensor and Licensee throughout the world and shall govern and control any controversy that may arise with respect to each Party's rights and obligations hereunder; provided, however, that if specific terms and conditions of any such substitute or short-form license agreement differ from the comparable terms and conditions of this Agreement and only if enforcement of the comparable terms and conditions of this Agreement pursuant to this provision either would be uncertain or improper under the Laws of the applicable jurisdiction or would adversely affect Licensor's rights in and to the Licensed Marks in such jurisdiction, then the specific terms and conditions of the substitute or short-form license agreement shall be controlling in such jurisdiction.

G. Licensee shall supply Licensor with such non-confidential information concerning sales and other dispositions of Products and Services as necessary and reasonably requested by Licensor in order for Licensor to acquire, maintain and renew registrations of the Licensed Marks, to record this Agreement, to enter Licensee as a registered or authorized user of the Licensed Marks or for any purpose reasonably related to Licensor's maintenance and protection of the Licensed Marks. Licensee shall fully cooperate (at Licensor's expense) with Licensor's necessary and reasonable requests in the execution, filing, and prosecution of any registration of a Mark or copyright relating to the Licensed Marks that Licensor may desire to obtain for itself. For the foregoing purpose, Licensee shall supply to Licensor such samples, containers, labels, letterheads and other similar materials bearing the Licensed Marks as may be reasonably required by Licensor.

H. Notwithstanding Section II.A or Section II.B, Licensee will not use the Licensed Marks, nor may any particular Product or Service be marketed, distributed, offered for sale, sold, or otherwise commercialized using the Licensed Marks: (i) in any jurisdiction where registration of the Licensed Marks is not attainable by Law unless and until such Law is modified to permit registration of the Licensed Marks in such jurisdiction and the Licensed Marks have been registered in such jurisdiction (at Licensor's expense), or Licensor determines in good faith on advice of its trademark counsel that it would be preferable not to seek to register such Licensed Marks in such jurisdiction but that there is no material impediment to the use of such Licensed Marks therein, or Licensor determines in good faith on advice of its trademark counsel that use of such Licensed Marks without registration is not likely to adversely affect Licensor's rights in and to such Licensed Marks in such jurisdiction; and (ii) in a jurisdiction where entry of Licensee as a registered or authorized user is required by Law, prior to the execution of an appropriate registered user agreement or similar agreement and the filing thereof with the appropriate Governmental Entity. Licensor shall promptly but in any case within thirty (30) days file such registrations or make such determinations upon request from Licensee. Not in limitation of the foregoing, in the event that Licensor determines that Licensee is using the Licensed Marks in a jurisdiction where such Licensed Marks are not registered in the appropriate Mark class(es) for Products and Services, Licensor at its sole discretion shall have the option to require such registration at Licensee's expense. Licensor will own all right, title and interest in and to any and all registrations and applications for registration of the Licensed Marks, whether filed before or after the Effective Date.

I. To the extent Licensee wishes to enter into any agreement relating to the placement of paid listings for "keyword" or similar website searches that consist of the Licensed Marks either alone or in combination with other words or phrases including in the Licensed Form, Licensee shall notify Licensor at least fifteen (15) days before entering into such agreement and shall consider in good faith any issues identified by Licensor during such notice period with respect to the placement of such paid listings or similar website searches. All such agreements relating to the placement of paid listings for "keyword" or similar website searches relating to the Licensed Marks shall be undertaken by Licensee at Licensee's expense. Upon expiration or termination of this Agreement, Licensee shall assign any agreements relating to the placement of listings in response to website search terms and key words that include any of the Licensed Marks to Licensor, unless such agreements by their own terms are non-assignable, in which case Licensee shall terminate such agreements.

V. USE OF LICENSED MARKS IN COMPANY NAME

A. As Licensee's corporate name, Licensee shall only use the Licensed Marks in the Licensed Form. Licensee shall not use any variation of the Licensed Marks other than in the Licensed Form as Licensee's corporate name.

B. Licensee shall operate its business in accordance with at least the same standards of quality, appearance, service and other standards that it has observed as of the Effective Date. In order to promote adherence to such standards and for the purpose of protecting and maintaining the goodwill associated with the Licensed Marks and the reputation of Licensor, Licensor shall have the right to obtain from Licensee reasonable information as to the operation of Licensee's business and the manner in which the Licensed Marks are used in connection with Licensee's corporate name. If, at any time, Licensee fails, in the good-faith opinion of Licensor, to conform to the

standards and other requirements set forth in this Article V, and Licensor notifies Licensee of such failure, Licensee shall take all necessary steps to conform with such standards and other requirements and shall have seventy-five (75) days from such notice to cure any nonconformities.

VI. AUDIT RIGHTS

A. Licensor and its authorized representatives shall have the right up to two (2) times per year during regular business hours, on reasonable prior notice and at Licensor's sole expense, to visit the offices and facilities of Licensee, including where Products are developed, designed, packaged, marketed, promoted, sold or serviced and Services are developed, marketed, promoted or rendered, in a manner that complies with the building and security requirements of Licensee, in order to conduct a reasonable inspection and examination of such offices and facilities and the operation of the business of Licensee, in each case, solely with respect to the Products and Services, use of the Licensed Marks and as necessary to confirm Licensee's compliance with the terms of this Agreement. Licensor and its authorized representatives shall also have the right to perform such additional visits beyond the two (2) times per year if Licensor notifies Licensee that it believes, in its good-faith opinion, the Products or Services or the use of the Licensed Marks is not in material conformance with the Standards of Quality or other material terms of this Agreement; provided, that, any such additional visits shall be conducted on reasonable prior notice describing in reasonable detail the facts and circumstances of the inspection and examination, at Licensor's sole expense and only as necessary to identify material non-conformance with the Standards of Quality or other material terms of this Agreement. Licensee agrees to furnish Licensor, from time to time as reasonably requested by Licensor, access to representative samples of all Products to which a Licensed Mark is affixed and representative samples showing all other uses of the Licensed Marks by Licensee. Upon Licensor's reasonable request, Licensee shall permit Licensor to promptly examine and audit documents, books, records and other information pertaining to the operation of Licensee's business as Licensor may reasonably require to verify that Licensee is complying with the requirements of Article V herein in conjunction with Licensee's use of the Licensed Marks in its corporate name. In conducting any such review, inspection or audit under this Article VI, Licensor shall take all steps reasonably required by Licensee to minimize disruption to Licensee's business or operations and to keep strictly confidential any information and materials received or otherwise made available to Licensor pursuant to this Article VI, including executing reasonable nondisclosure agreements and accepting redacted documents, provided that such steps and agreements shall not prevent Licensor from pursuing any claims that it may have in connection with this Agreement.

VII. PROTECTION AND ENFORCEMENT

A. In order to protect the Licensed Marks, the value of the Licensed Marks to Licensee, and the goodwill in the Licensed Marks, Licensor shall maintain (i) a system for protection of the Licensed Marks in the Company Field and (ii) a docketing system to monitor the activities in connection with (i), in each case of (i) and (ii), that is (1) at least comparable to commercially available systems sold for the same purpose and (2) consistent in all material respects with those in place as of the Effective Date except for any changes that apply to other GE businesses.

B. Licensor agrees to keep Licensee's intellectual property counsel reasonably apprised (but no less than status updates on a semi-annual basis) with respect to any enforcement actions undertaken as to the Licensed Marks within the Company Field consistent with the manner in which Licensor works with other GE businesses on enforcement actions undertaken as to the Licensed Marks; provided, that, with respect to the enforcement actions, if so requested by Licensor, Licensee shall or one of its Affiliates shall enter into (A) a customary non-disclosure agreement and/or (B) a customary joint defense agreement or common interest agreement to ensure preservation of attorney-client privilege, in each case, with Licensor and its Affiliates with respect to any information to be provided to Licensee pursuant to this section which agreements shall be reasonably satisfactory to Licensor. Licensor agrees to provide reasonable information with respect to the registration of the Licensed Marks within the Company Field to Licensee upon request from Licensee consistent with the manner in which Licensor provides such information to other GE businesses.

C. With respect to enforcement actions undertaken as to the Licensed Marks, Licensee agrees that it will cooperate with and provide reasonable access to Licensor and its Affiliates and representatives, during normal business hours and upon reasonable notice, to Licensee's personnel, properties, books and records and make available those employees of Licensee who assistance, expertise, testimony, notes and recollections or presence may be necessary to assist Licensor in connection the purpose referred to above, including the presence of such individuals as witnesses in hearings or trials for such purposes; provided, however, that such assistance will not unreasonably interfere with the business or operations of Licensee and Licensor shall bear all out of pocket costs and expenses reasonably incurred in connection with providing such assistance.

VIII. ROYALTIES

A. The Corporate Assessment (as defined in the Intercompany Services Agreement) paid by Licensee to Licensor includes the payment of royalties for the rights granted herein.

IX. OWNERSHIP AND VALIDITY OF LICENSED MARKS

A. Licensee admits the validity, and Licensor's ownership, of the Licensed Marks and agrees that any and all goodwill, rights or interests that might be acquired by the use of the Licensed Marks by Licensee shall inure to the sole benefit of Licensor. If Licensee obtains rights or interests in the Licensed Marks, Licensee shall transfer those rights or interests to Licensor upon request by Licensor. Licensee admits and agrees that, as between the Licensor and Licensee, Licensee has been extended only a mere permissive right to use the Licensed Marks as provided in this Agreement which is not coupled with any ownership interest.

B. Licensee agrees not to: (i) use or register in any jurisdiction any Marks confusingly similar to, or consisting in whole or in part of, any of the Licensed Marks; or (ii) register the Licensed Marks in any jurisdiction, without in each case the express prior written consent of Licensor. Whenever Licensee becomes aware of any confusion or likelihood of confusion between a Mark used by Licensee and a Licensed Mark or any risk of material tarnishment or blurring of a Licensed Mark, Licensee shall take appropriate steps to promptly remedy or avoid such confusion, likelihood of confusion or risk.

C. Licensee shall give Licensor prompt notice of any known or presumed infringements of any of the Licensed Marks. Licensee shall render to Licensor full and prompt reasonable cooperation (and, subject to Article IV, at Licensor's expense) for the enforcement and protection of the Licensed Marks. Licensor shall retain all rights to bring all actions and proceedings in connection with infringement or misuse of any of the Licensed Marks at its sole discretion. If Licensor decides to enforce any of the Licensed Marks against an infringer, all costs incurred and recoveries made shall be for the account of Licensor except for any lost profits awarded pursuant to a final judgment that are attributable to the Company's use of the Licensed Marks, which shall be shared equally between the Parties.

D. Licensee will not at any time during the Term, and at any time thereafter for as long as Licensor shall own any rights in the Licensed Marks, do or cause to be done any act or thing disparaging, disputing, attacking, challenging, impairing, diluting, or in any way tending to harm the reputation or goodwill associated with Licensor or its Affiliates or the Licensed Marks. For the avoidance of doubt, the preceding sentence shall not in any way limit Licensee's ability to file and pursue a lawsuit against Licensor.

E. Licensor will not at any time during the Term do or cause to be done any act or thing disparaging, disputing, attacking, challenging, impairing, diluting, or in any way tending to harm the reputation or goodwill associated with Licensee or its Affiliates. For the avoidance of doubt, the preceding sentence shall not in any way limit Licensor's ability to file and pursue a lawsuit against Licensee.

F. Licensee has no right, and shall not represent that it has any right, to bind or obligate Licensor in any way.

X. TERM AND TERMINATION

A. Unless sooner terminated pursuant to any provision of this Article X, the term of this Agreement shall commence on the Effective Date and continue until five (5) years from the Effective Date ("Initial Term"). This Agreement shall automatically renew for successive five (5) year terms (each a "Renewal Term" and collectively with the Initial Term, the "Term") unless Licensee delivers a notice to Licensor indicating its intent not to renew the Agreement no later than three (3) months prior to the expiration of the Initial Term or the then-current Renewal Term.

B. In the event Licensee (i) breaches in any material respect any covenant in Article IV or Article V of this Agreement or fails to pay the Corporate Assessment in accordance with the terms (including the cure period) of the Intercompany Services Agreement or (ii) willfully or repeatedly (without commencing diligent efforts to remedy) breaches any covenant in this Agreement, and, in the case of (i) and (ii), Licensor gives Licensee written notice of such breach (which notice shall provide a description of the breach in reasonable detail), Licensee shall have the cure period prescribed in Section IV.B or Section V.B, as applicable, for such breach (or, in the event there is no cure period prescribed, one hundred and twenty (120) days) from Licensee's receipt of such notice to remedy such breach. If such breach is not remedied within the applicable cure period, Licensor shall have the right to terminate this Agreement in

whole or in part at any time thereafter by giving Licensee notice of such termination. If such breach is of a nonmonetary nature and is not capable of being cured within the applicable cure period and Licensee has commenced and diligently continued actions to cure such breach within the applicable cure period, the cure period shall be extended by forty five (45) days so long as Licensee is making diligent efforts to cure.

C. This Agreement shall automatically terminate without notice upon termination of the Intercompany Services Agreement or termination of the CA Services (as that term is defined in the Intercompany Services Agreement) thereunder.

D. Licensor may terminate this Agreement on the Trigger Date (as defined in the Stockholders Agreement), provided that upon the Trigger Date, the Parties shall negotiate in good faith a phase-out period (which period shall be no less than one hundred and twenty (120) days) to allow Licensee to wind down its rights under this Agreement in a manner consistent with its use immediately prior to the Trigger Date, including the selling off of any stock that, as of the date of such termination of this Agreement, is in the possession or control of Licensee or its Subsidiaries and that bears any of the Licensed Marks. Such right to use shall be subject to Articles III, IV and V.

E. This Agreement shall automatically terminate upon notice to Licensee in its entirety upon any of the following events with respect to Licensee or its managing member:

1. any merger or consolidation of Licensee into an unrelated third party where the Licensee ceases to exist as a result of such merger and consolidation other than a transaction in which holders of the Licensee's voting securities immediately before such transaction, in the aggregate, have more than fifty percent (50%) of the voting power of all issued and outstanding securities of the surviving corporation after such transaction;

2. the sale of all or substantially all of the assets of Licensee to an unrelated third party; or

3. a change of control of Licensee whereby any unrelated third party(ies) acquires fifty percent (50%) or more of the outstanding voting securities of Licensee or the power, directly or indirectly, to direct or cause the direction of management or policies (whether through ownership of securities or partnership or other ownership interests, by contract or otherwise) of Licensee.

F. This Agreement shall automatically terminate without notice in the event Licensee commences, or has commenced against it, proceedings under bankruptcy, insolvency or debtor's relief Laws or similar Laws in any other jurisdiction, which proceedings are not dismissed within sixty (60) days; Licensee makes a general assignment for the benefit of its creditors; or Licensee ceases operations or is liquidated or dissolved.

G. Upon expiration or termination of the license granted under Article II, Licensee shall adopt a new corporate name that does not consist, in whole or in part of, and is not dilutive of or confusingly similar to, any of the Licensed Marks; provided, however, under no circumstance shall Licensee be required to forgo the Baker Hughes corporate name.

H. The following provisions of this Agreement shall survive any termination or expiration of this Agreement: Section X.D and Articles XI and XII. Unless otherwise specified herein, upon termination or expiration of this Agreement, all licenses granted to Licensee herein shall immediately terminate.

XI. INDEMNIFICATION; DISCLAIMER OF WARRANTIES AND ASSUMPTION OF RISK

A. Licensor shall fully indemnify Licensee and its Affiliates and its and their directors, officers, partners, employees and agents from and against all losses, claims, damages, liabilities, costs (including reasonable attorneys' fees) related to or arising out of any claim, action, suit or proceeding, asserted against or suffered by Licensee by reason of infringement or dilution of any Mark or infringement of any copyright right of a third party arising out of or relating to Licensee's use of the Licensed Marks in accordance with the terms of this Agreement. For the avoidance of doubt, the indemnity in this Section XI.A only applies to any claim, action, suit or proceeding that relates to or arises out of the use of the Licensed Marks themselves, and does not apply to the use of the other portions of the Licensed Form.

B. Except as otherwise provided under this Agreement, Licensee shall fully indemnify and hold harmless Licensor and its Affiliates and its and their directors, officers, partners, employees and agents from and against any and all claims, losses, damages, liabilities, costs (including reasonable attorneys' fees), and expenses asserted against or suffered by Licensor or any of its Affiliates and arising out of or relating to this Agreement or Licensee's use of any of the Licensed Marks.

C. EACH PARTY AGREES AND ACKNOWLEDGES THAT THE LICENSED MARKS ARE LICENSED HEREUNDER AS IS, WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, AND SUBJECT TO ALL EXISTING LICENSES AND RIGHTS GRANTED, AND THAT LICENSOR DOES NOT MAKE, AND LICENSOR HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

D. Except as otherwise provided under this Agreement, Licensee hereby assumes all risk and liability resulting from Licensee's use of the Licensed Marks.

XII. GENERAL PROVISIONS

A. Governing Law; Submission to Jurisdiction. This Agreement shall be governed by and construed and interpreted in accordance with the Laws of the State of New York irrespective of the choice of Laws principles of the State of New York other than Section 5-1401 of the General Obligations Law of the State of New York. Any action or proceeding between Licensor and Licensee to enforce any award of the arbitrators pursuant to Section XII.I or the provisions set forth in Exhibit D, and any action for injunctive relief, will be brought exclusively in any state or federal court having subject matter jurisdiction in the County of New York, State of New York. Licensor and Licensee consent specifically to the personal jurisdiction of such courts and irrevocably waive their right to

contest venue in any such courts. The Party seeking enforcement will be entitled to an award of all costs, fees and expenses, including reasonable attorneys' fees, to be paid by the Party against whom an order of enforcement is obtained.

B. Notices. All notices, requests, claims, demands and other communications under this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service, by facsimile with receipt confirmed (followed by delivery of an original via overnight courier service) or by registered or certified mail (postage prepaid, return receipt requested) to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section XII.B):

Licensor:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: (617) 428-8402
Email: jim.waterbury@ge.com

Licensee:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

C. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced under any Law or as a matter of public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties to this Agreement shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

D. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

E. Assignment; No Third-Party Beneficiaries. This Agreement shall not be assigned or transferred in whole or in part by any Party without the prior written consent of the other Party, and any attempted assignment or transfer without such consent shall be null and void. Notwithstanding the foregoing, Licensor, in its sole discretion, may assign this Agreement in whole or in part to any Affiliate of Licensor at any time. This Agreement is for the sole benefit of the Parties hereto and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

F. Amendment. No provision of this Agreement may be amended or modified except by a written instrument signed by the Parties hereto. No waiver by any Party of any provision hereof shall be effective unless explicitly set forth in writing and executed by the Party so waiving. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other subsequent breach.

G. Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa; (b) references to the terms Article, Section, and Exhibit are references to the Articles, Sections, and Exhibits to this Agreement unless otherwise specified; (c) the word "including" and words of similar import shall be deemed in each case to be followed by the words "without limitation"; (d) provisions shall apply, when appropriate, to successive events and transactions; (e) the headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (f) any references in this Agreement to "the date hereof" refers to the date of execution of this Agreement; (g) references to "this Agreement," "hereof," "herein," and "hereunder" refer to this Agreement as a whole and not to any particular provision of this Agreement; and (h) this Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting or causing any instrument to be drafted.

H. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Agreement by facsimile shall be as effective as delivery of a manually executed counterpart of any such Agreement.

I. Dispute Resolution. Any dispute, controversy or claim arising out of or relating to this Agreement or the validity, interpretation, breach or termination of any provision of this Agreement ("Dispute") shall be resolved in accordance with Exhibit D.

J. No Waiver. Failure by Licensor at any time to enforce or require strict compliance with any provision of this Agreement shall not affect or impair that provision in any way or the rights of Licensor to avail itself of the remedies it may have in respect of any subsequent breach of that or any other provision. The waiver of any term, condition, or provision of this Agreement must be in writing and signed by an authorized representative of the waiving Party. Any such waiver will not be construed as a waiver of any other term, condition, or provision, nor as a waiver of any subsequent breach of the same term, condition, or provision, except as provided in a signed writing.

K. Headings. All headings used in this Agreement are for convenience of reference only. They will not limit or extend the meaning of any provision of this Agreement, and will not be relevant in interpreting any provision of this Agreement.

[*Remainder of Page Intentionally Left Blank*]

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives as of the date first written above.

GENERAL ELECTRIC COMPANY

By /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

BAKER HUGHES, A GE COMPANY, LLC

By /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

Exhibit 10.10

EXECUTION VERSION

GE DIGITAL MASTER PRODUCTS AND SERVICES AGREEMENT

dated as of July 3, 2017

between

GE DIGITAL LLC

and

BAKER HUGHES, A GE COMPANY, LLC

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SCHEDULES

GE DIGITAL MASTER PRODUCTS AND SERVICES AGREEMENT

This GE Digital Master Products and Services Agreement ("Agreement") is entered into by and between GE Digital LLC, having its place of business at 2623 Camino Ramon, San Ramon, CA 94583 ("GE Digital") and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Baker Hughes"), on this July 3, 2017 (the "Effective Date").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), BHGE (as defined below) and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, BHGE, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE and BHI have agreed to combine GE O&G (as defined in the Transaction Agreement) with BHI and have effected or agreed to effect the Transactions (as defined herein);

WHEREAS, the Transaction Agreement requires delivery of this Agreement at the Closing Date;

WHEREAS, in furtherance of the transactions contemplated by the Transaction Agreement, the Parties (as defined below) desire that GE Digital shall provide or cause to be provided to Baker Hughes Entities certain digital products and services related to Baker Hughes' digital business;

WHEREAS, Baker Hughes and GE Digital have discussed the provision of these digital products and services by GE Digital to Baker Hughes for use by Baker Hughes in connection with developing and managing Baker Hughes' business, assets, products and solutions and for providing them to Baker Hughes' customers;

WHEREAS, the digital products and services that GE Digital wishes to offer Baker Hughes herein are the same digital products and services that GE Digital makes generally available to GE Industrial Businesses; and

WHEREAS, GE Digital and Baker Hughes agree that the provision and use of such digital products and services shall be governed by the terms and conditions herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Transaction Agreement.

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Acceptable Use Policy" means the document currently available at https://www.predix.io/legal/acceptable-use-policy, which shall apply to the Predix platform, as it may be reasonably updated along the same topics by GE from time to time and not preempted by any Transaction Document.

"Advisory Intelligence Services" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Advisory Source Data" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Affiliate" means any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (i) references to GE's "Affiliates" shall be deemed to exclude the Baker Hughes Entities and (ii) references to the Baker Hughes Entities' "Affiliates" shall be deemed to exclude GE and its Subsidiaries that are not within the Baker Hughes Entities.

"Agreement" shall have the meaning set forth in the Preamble.

"Ancillary Agreements" shall have the meaning ascribed to it in the Transaction Agreement.

"APC" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Architectural Review" shall have the meaning set forth in Schedule 4.07(i).

"ATP" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Baker Hughes" shall have the meaning set forth in the Preamble.

"Baker Hughes Application" means a Software application that is developed by or on behalf of Baker Hughes that works in conjunction with one or more GE Digital Products.

"Baker Hughes Business" shall mean the business of Baker Hughes as described in the final Form S-4 Registration Statement filed by Baker Hughes with the United States Securities and Exchange Commission in connection with the Transaction and any reasonably foreseeable enhancements or extensions thereof (including by further investments therein).

"Baker Hughes Content" means information, documentation, and Software provided by Baker Hughes and/or Baker Hughes Customers for use in connection with the GE Digital Offerings.

"Baker Hughes Customers" shall mean a third party to whom a Baker Hughes Entity sells or purports to sell a GE Digital Offering in accordance with the terms herein.

"Baker Hughes Entities" shall mean, collectively, Baker Hughes and its Affiliates on the Effective Date immediately after giving effect to the Closing.

"Baker Hughes Infringement Claim" shall have the meaning set forth in Section 8.05(a).

"Baker Hughes Intellectual Property" means Intellectual Property and Technology owned or Controlled by a Baker Hughes Entity relating to a particular GE Digital Offering created prior to the applicable date of provision of that certain GE Digital Offering.

"Baker Hughes Services Manager" shall have the meaning set forth in Section 2.04(b).

"Base Services" shall have the meaning given in Section 2.01(a)(iii).

"BHGE" means Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation and an Affiliate of Baker Hughes.

"Business" shall have the same meaning as the term "GE O&G" as set forth in the Transaction Agreement.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

"Channel Agreement" means that certain Channel Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and Baker Hughes, a GE company.

"Charges" shall have the meaning set forth in Section 7.02(a).

"Claim" means any claim, audit, examination, action, cause of action or suit (whether in contract or tort or otherwise), litigation (whether at law or in equity, whether civil or criminal), assessment, arbitration, mediation, investigation, hearing, charge, complaint, demand, notice or proceeding. Claim shall include Baker Hughes Infringement Claims and GE Infringement Claims.

"Closing" shall have the meaning ascribed to it in the Transaction Agreement.

"Confidential Information" shall have the meaning set forth in Section 11.02(a).

"Continuing Services" shall have the meaning given in Section 2.01(a)(i).

"Consumer Price Index" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Contributions" shall have the meaning set forth in Section 4.07.

"Control" or "Controlled" means the right to grant a license or sublicense to such Intellectual Property or Technology as provided for herein without (i) violating the terms of any agreement or other arrangement with any third party, (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the party being granted any such license or sublicense being deemed a breach or default affecting the rights of the party granting such license or sublicense or (iii) requiring the payment of material compensation to any third party.

"Customer Support Guide" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Data Protection Plan" shall have the meaning set forth in Section 7.01(a).

"Deliverable" means any work product and/or other results of Services in each case of the foregoing to be delivered by GE Digital or its Subsidiaries to Baker Hughes, as specified in a Statement of Work.

"Device Under Test" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Embedded Software" shall have the meaning set forth in Section 4.04(b).

"Force Majeure" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence and prudence the Party affected was unable to prevent, including acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, the following shall not be deemed Force Majeure events: general adverse changes or fluctuations in the markets in which GE Digital operates; financial distress or insufficient financial capability of GE Digital to perform the Request for New Services, Order or Statement of Work; storms, floods and failures of energy sources the effects or extent of which would have been mitigated by reasonable diligence and prudence; or events involving a previous or existing condition at or before the Request for New Services, Order or Statement of Work date.

"Gateway Device" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"GE" shall mean the General Electric Company.

"GE Digital" shall have the meaning set forth in the Preamble.

"GE Digital Development Software" means GE Digital's DevOp Tools as defined in Schedule 2.01 and licensed third-party Software subject to Section 6.01.

"GE Digital Foundry Locations" means a space designated by GE Digital as a "foundry" location for collaboration with third parties which may be changed from time to time. As of the Effective Date, there are GE Digital Foundry Locations in San Ramon, California, Shanghai, China and Paris, France.

"GE Digital Global Services Contract" means each contract or other arrangement or agreement (whether for the purchase or supply of goods or services) set forth below, between or among GE Digital, on the one hand, and a third party, on the other hand, which contract or other arrangement or agreement is multi-national, regional or global in scope, and by virtue of such scope is applicable to, and was entered into by the parties thereto in consideration of its applicability to, one or more of GE or its Affiliates, other than just the Business, in each case, in respect of:

(i) certain master purchase and sale agreements for the sale and purchase of certain goods and services, as mutually identified and agreed to by the parties; and

(ii) joint tendering by GE Digital for business of or services to certain third parties, as mutually identified and agreed to by the parties.

"GE Digital Infringement Claim" shall have the meaning set forth in Section 8.05(b).

"GE Digital Offerings" means Products and Services.

"GE Digital Price" means, with respect to each GE Digital Offering, the price determined in accordance with GE Digital's then-current standard intercompany transfer price policy that is applied consistently to Baker Hughes and the GE Industrial Businesses.

"GE Digital Services Manager" shall have the meaning set forth in Section 2.04(a).

"GE Entities" shall mean, collectively, GE and its Affiliates on the Effective Date immediately after giving effect to the Closing.

"GE Hardware" means hardware equipment that is provided by GE Digital to Baker Hughes, as described in Section 4.04.

"GE Hosted Services" means GE Digital's hosted Software, platform, and monitoring services, as described in the Hosted Services Documentation.

"GE Industrial Businesses" means GE industrial operating business segments outlined in GE's most recent report on Form 10-K filed by GE with the United States Securities and Exchange Commission (e.g., GE Power, GE Aviation, GE Transportation).

"GE Software" means Software that is provided by GE Digital to Baker Hughes, as described in Section 4.05 and shall include GE Digital Development Software.

"GlobalCare Support Services" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Governmental Authority" means any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

"Highly Confidential Information" means Confidential Information of a Party: (i) (A) that is distributed only among a certain limited set of named individuals pursuant to such Party's written data classification policy or guideline; and (B) that is appropriately classified with the Party's top level data classification pursuant to the terms of such Party's written data classification policy or guideline; or (ii) where, if such Confidential Information is disclosed improperly, such disclosure would reasonably be expected to have a material and adverse impact on such Party with respect to product investment, timeframe for competitor to replicate, lost revenues, impact on share price, reputational risk and/or any other non-quantitative risks.

"Hosted Services Documentation" means the published documentation for the GE Hosted Services, as described in Schedule 4.05(a).

"IIOT" means the industrial internet of things.

"Indemnified Party" shall have the meaning set forth in Section 8.06.

"Indemnifying Party" shall have the meaning set forth in Section 8.06.

"Intellectual Property" means all the following whether arising under the Laws of the United States or of any other jurisdiction: (i) patents, patent applications (including patents issued thereon) and statutory invention registrations, including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions; (ii) copyrights in works of authorship of any type (including copyrights in Software), mask work rights and design rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by applicable international treaties or conventions, all moral and common law rights thereto, and all other intellectual property rights associated therewith; (iii) trade secrets; (iv) trademarks; and (v) all other industrial and intellectual property rights arising from, or in respect to, Technology.

"Intercompany Services Agreement" means the Intercompany Services Agreement between Baker Hughes and General Electric Company dated the Effective Date (as it may be amended, supplemented or modified from time to time).

"Internet Advisory Site" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Key" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Law" means any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

"Local Agreements" shall have the meaning set forth in Section 2.06.

"Long-Term Ancillary Agreements" shall have the meaning ascribed to it in the Transaction Agreement.

"Major Feature" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Monitored Equipment" means the equipment of Baker Hughes and/or Baker Hughes Customers to be monitored with GE Hosted Services hereunder.

"Net Revenue" shall have the meaning set forth in Schedule 4.07(i).

"New Services" shall have the meaning given in Section 2.01(a)(ii).

"Opshield" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Order" means a request for Products that has been mutually agreed in writing by the Parties.

"Party" means GE Digital and Baker Hughes individually, and "Parties" means GE Digital and Baker Hughes collectively, and, in each case, their permitted successors and assigns.

"Person" means an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"Predix Market Place" means the market place for applications and services running on the Predix Platform, offered by GE Digital, its Affiliates and third parties, and hosted by GE Digital at www.predix.io.

"Products" shall mean any and all GE Hardware, GE Software and GE Hosted Services that GE Digital makes generally available to other GE Industrial Businesses**.**

"Professional Services" shall mean Services that GE Digital makes generally available to third party customers of other GE Industrial Businesses.

"Project" means any specific research and/or development activities related to Software, hardware or other technology identified as a "Project" in the applicable Statement of Work.

"Project Leader" shall have the meaning set forth in Section 3.01(a)(v).

"Protection Packs" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Representative" of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such person.

"Request for New Services" shall have the meaning set forth in Section 2.02(a).

"Schedule" means the schedules attached to this Agreement, including each of Schedule 2.01(a), Schedule 2.02(a), Schedule 2.04(a), Schedule 2.04(b), Schedule 4.01(a), Schedule 4.02(e), Schedule 4.05(a), Schedule 4.07(i), Schedule 5.03 and Schedule 7.02(b).

"Service Packs, SIMs and Upgrades" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Services" shall have the meaning set forth in the Table under the heading "Services" in Section 2.01(a). For the avoidance of doubt, "Services" do not include GE Hosted Services.

"Services Foreground IP" means all Intellectual Property and Technology created in the course of performance of Services, including that which is reflected in all research records, laboratory notebooks, technical reports, and experimental results.

"Shared Facilities" shall have the meaning set forth in Section 6.03.

"Software" means computer software, programs and databases in any form, including (as applicable in context) source code, object code, operating systems, specifications, libraries, data, databases, database management code, utilities, graphical user interfaces, software engines, software platforms, data formats, versions thereof, and related documentation, developer notes, comments and annotations.

"Statement of Work" shall have the meaning set forth in Section 3.01(a).

"Stockholders Agreement" means that certain Stockholders Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and BHGE.

"Tax" shall have the meaning ascribed to it in the Transaction Agreement.

"Technology" means, collectively, designs, formulae, algorithms, procedures, methods, products, services, techniques, ideas, know-how, results of research and development, Software, descriptions, flow-charts, documentation (including user manuals and other training documentation), tools, data, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein.

"Term" shall have the meaning set forth in Section 10.01(a).

"Termination Charges" means any and all fees or expenses (which may include breakage fees, early termination fees or charges, or minimum volume charges) owed to any unaffiliated third-party provider as a result of an early termination.

"Third-Party Services" has the meaning defined in Section 4.03(d).

"Trademark License Agreement" means that certain Trademark License Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and Baker Hughes, a GE company, LLC.

"Transaction Agreement" shall have the meaning ascribed to it in the Recitals.

"Transaction Document" means the Transaction Agreement, any Ancillary Agreement or any Long-Term Ancillary Agreement.

"Trial Services" shall have the meaning set forth in ANNEX A to Schedule 2.01(a).

"Trigger Date" shall have the meaning ascribed to it in the Stockholders Agreement.

"Use" means to use, practice, reproduce, distribute, perform, transmit, display and otherwise exploit; to use for research and development purposes; to prepare modifications, derivative works or improvements based upon; and to make, have made, sell embodiments or copies of, distribute, offer to sell embodiments or copies of, have sold embodiments or copies of, import, export, lease and otherwise commercialize or dispose of embodiments or copies of, products and services.

ARTICLE II

SERVICES, DURATION AND SERVICES MANAGERS

Section 2.01 Services to be Provided.

(a) Subject to the terms and conditions of this Agreement, GE Digital shall provide (or cause to be provided) to the Baker Hughes Entities during the Term the following services (each, a "Service" and, collectively, the "Services"):

(i) ongoing services that have been provided to the Business and described in any written statements of work, purchase orders, or similar documentation entered into prior to, and in effect as of, the Effective Date ("Continuing Services");

(ii) new services that are mutually agreed upon in one or more written statements of work (including Statements of Work), purchase orders, or similar documentation entered into under this Agreement pursuant to Section 4.01 ("New Services"); and

(iii) services that GE Digital makes generally available to other GE Industrial Businesses without the requirement for a written statement of work, purchase order or similar documentation ("Base Services").

The Products and Services set forth on Schedule 2.01(a) are illustrative examples of the Products and Services provided by GE Digital as of the Effective Date.

(b) For the avoidance of doubt: (i) the Services shall not include any services that require GE Digital to provide or communicate Highly Confidential Information unless set forth expressly in a Statement of Work; and (ii) none of the Services shall include any services inconsistent with applicable Laws or GE Digital's legal obligations (including, but not limited to, applicable data protection Laws, export control Laws, or GE compliance policies).

(c) The pricing for each of the Services is as follows:

(i) The pricing for Continuing Services will be determined by the statement of work or other documentation that is then in effect unless otherwise agreed by the Parties in writing, in which case such lower pricing shall apply;

(ii) The pricing for New Services will be determined in accordance with the applicable Statement of Work entered into pursuant to Section 3.01; and

(iii) The pricing, if any, for Base Services shall be the applicable GE Digital Price.

(d) GE Digital shall not discriminate between Baker Hughes, on the one hand, and other GE Industrial Businesses, on the other, in the offering or scheduling of the provision of any Service, but except as expressly set forth in this Agreement, nothing in this Agreement shall entitle Baker Hughes to any priority over GE Industrial Businesses in such offering or scheduling.

Section 2.02 Request for New Services.

(a) Any Baker Hughes Entity may submit, from time to time, a written request having the form of Schedule 2.02(a) and signed by a duly authorized representative of Baker Hughes to the GE Digital Services Manager for the initiation of a New Service to be provided by GE Digital (each, a "Request for New Services"). Each Request for New Service shall be deemed to incorporate by reference the terms and conditions of this Agreement and be numbered and dated. Requests for New Services shall contain the following information to facilitate the proper accounting of such Service through the intercompany billing system:

(i) a detailed description of the services to be performed;

(ii) identification of the desired start date and anticipated end date for the requested service;

(iii) with respect to each service, the anticipated resources necessary for the provision of such service; and

(iv) Baker Hughes' location at which such service will be rendered, if applicable.

(b) GE Digital and the requesting Baker Hughes Entity shall negotiate in good faith to agree upon the terms for the New Service(s) requested in the Request for New Services and, if such terms are agreed upon, shall enter into a Statement of Work in accordance with Article III.

Section 2.03 Duration of Services. Subject to the terms of this Agreement, GE Digital shall provide or cause to be provided to the respective Baker Hughes Entity each Continuing Service or New Service agreed to by the Parties until the date on which such Continuing Service or New Service expires, is terminated in accordance with the applicable statement of work, purchase order or similar documentation, or is terminated under Article X hereof. If GE Digital generally reduces or discontinues providing a Base Service to all GE Industrial Businesses, then, upon reasonable prior written notice (but in no event less than the notice that it provides to the other GE Industrial Businesses) to Baker Hughes, GE Digital shall have the right to reduce or terminate such Base Service hereunder and all applicable fees shall be reduced accordingly.

Section 2.04 Intercompany Service Manager.

(a) GE Digital hereby appoints and designates the service manager, or managers as the case may be, as indicated in Schedule 2.04(a) (the "GE Digital Services Manager"), who will be directly responsible for coordinating and managing the delivery of the Services and have authority to act on GE Digital's behalf with respect to matters relating to this Agreement. The GE Digital Services Manager will work with the personnel of GE Digital to periodically address issues and matters raised by Baker Hughes relating to this Agreement or any Statement of Work executed hereunder.

(b) Baker Hughes hereby appoints and designates the service manager, or managers as the case may be, as indicated in Schedule 2.04(b) (the "Baker Hughes Services Manager"), who will be directly responsible for coordinating and managing the delivery of the Services and have authority to act on Baker Hughes' behalf with respect to matters relating to this Agreement. The Baker Hughes Services Manager will work with the personnel of Baker Hughes to periodically address issues and matters raised by GE Digital relating to this Agreement or any Statement of Work executed hereunder.

(c) Notwithstanding the requirements of Section 11.05, all communications from (i) Baker Hughes to GE Digital or (ii) GE Digital to Baker Hughes pursuant to this Agreement regarding material matters (including disputes) that arise with respect to the Services shall be made through the GE Digital Services Manager and the Baker Hughes Services Manager or such other individual as specified by the GE Digital Services Manager or Baker Hughes Services Manager, as applicable, in writing and delivered to Baker Hughes or GE Digital, as applicable, by email with receipt confirmed. Each Party agrees to notify the other Party of the appointment of a different GE Digital Services Manager or Baker Hughes Services Manager, as applicable, if necessary, in accordance with Section 11.05.

Section 2.05 Limitations on the Provision of GE Digital Offerings.

(a) Notwithstanding anything to the contrary set forth herein, GE Digital shall not be required to provide or cause to be provided any GE Digital Offerings for use in, and Baker Hughes shall not use any GE Digital Offerings in, any business other than the Baker Hughes Business.

(b) Except as expressly provided in this Agreement (including, without limitation, any Continuing Services), or any other Transaction Document, unless required in connection with the performance or delivery of a GE Digital Offering, Baker Hughes shall cease using (and shall cause its employees to cease using) any products and services made available by GE Digital to the Business or their personnel prior to the date hereof.

Section 2.06 Local Implementing Agreements. The Parties recognize and agree that there may be a need to document the Services provided hereunder in various jurisdictions outside of the United States from time to time. The Parties shall enter into, or cause their respective Affiliates to enter into, local implementing agreements ("Local Agreements") for Services to be provided hereunder in such jurisdictions as a Party may reasonably request from time to time; provided, however, that the execution or performance of any such Local Agreement shall in no way alter or modify any term or condition hereof nor the effect thereof. Without limiting the generality of the foregoing, should there be any conflict between any term or condition of a Local Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. The Parties agree to cooperate in implementing any such Local Agreement in a manner that does not subject GE Digital or any of its Affiliates to income Taxes for the provision of a Service in a jurisdiction other than those jurisdictions under the laws of which GE Digital or such Affiliate is organized or is, before the implementation of such Local Agreement, a Tax resident.

ARTICLE III

STATEMENTS OF WORK

Section 3.01 Entering into Statements of Work.

(a) GE Digital and any Baker Hughes Entity may agree from time to time on New Services to be provided by GE Digital to such Baker Hughes Entity in accordance with the terms and conditions of this Agreement and such other terms as set forth in a statement of work to be entered into by GE Digital and the applicable Baker Hughes Entity(ies) (each, a "Statement of Work"). All Statements of Work must be in writing and signed by a duly authorized representative of each of GE Digital and the applicable Baker Hughes Entity prior to the commencement of any New Services under such Statement of Work. Each Statement of Work shall be: (A) deemed a separate agreement between GE Digital and the respective Baker Hughes Entity, and shall be an independent obligation from any other Statement of Work, (B) deemed to incorporate by reference the terms and conditions of this Agreement, and (C) numbered and dated. Statements of Work may be in the form set forth in Schedule 4.01(a), and may contain the following elements:

(i) a statement of the scope and objective of the Project;

(ii) a detailed description of the New Services to be performed;

(iii) identification of the Deliverables and schedule for delivery;

(iv) projected total and annual funding levels for each identified Project, including the funding level for each Baker Hughes Entity, GE Digital and/or any Governmental Authority and any specified funding limitations;

(v) for each identified Project, the name of the Person designated by each Party (each, a "Project Leader") to serve on such Party's behalf as the primary contact between the Parties for such Project;

(vi) the term of such Statement of Work, including any renewal options;

(vii) the personnel, services, material or other resources that the applicable Baker Hughes Entity shall provide to enable or support the services and any other obligations of such Baker Hughes Entity;

(viii) identification of applicable export control and government security classifications for the Project(s);

(ix) a statement identifying any Persons or GE Entities that are co-sponsoring the applicable services under such Statement of Work;

(x) provisions for post-Project disposal, sale, or use of any equipment acquired for any Project(s);

(xi) provisions regarding ownership of, and (sub)license rights to, Services Foreground IP;

(xii) any provisions regarding restrictions on the use of any Intellectual Property relevant to such Statement of Work, which shall limit the licenses granted in Article V; and

(xiii) such other special provisions as are unique to a specific Statement of Work.

(a) The relevant portions of any research records, laboratory notebooks, technical reports, progress reports, invention records, meeting minutes, and other similar business records arising in the course of performance of New Services under such Statement of Work shall be owned by the Party that owns the related Services Foreground IP pursuant to the terms of this Agreement or such Statement of Work, as applicable, to the extent that such business records are created during the term of this Agreement with respect to New Services. GE Digital may retain only archival copies of any such business records owned by a Baker Hughes Entity following the expiration or termination of this Agreement, subject in all respects to the confidentiality restrictions referenced in Article XI.

Section 3.02 Project Change. If either GE Digital or the applicable Baker Hughes Entity proposes changes in a Project, GE Digital and the applicable Baker Hughes Entity for the applicable Statement of Work shall discuss such changes, but no changes shall be binding unless mutually agreed upon in writing. Other than with respect to the foregoing right of election, if GE Digital and the applicable Baker Hughes Entity fails to agree on a change, the Project scope, funding, timing, and other items shall remain, and the New Services shall proceed, as specified in the applicable Statement of Work.

Section 3.03 Replacement of Project Leaders. Except as otherwise mutually agreed to in writing in the applicable Statement of Work, each Party to a Statement of Work may, in its sole discretion, appoint an adequately qualified new or alternate Project Leader for each Project to manage its obligations hereunder. Each Party to a Statement of Work agrees to provide the other Parties with written notification if and when such Party appoints a new or alternate Project Leader.

Section 3.04 Subcontracting. GE Digital may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) GE Digital shall use the same degree of care in selecting any such subcontractor as it would if such subcontractor was being retained to provide similar services to GE Digital; and (b) GE Digital shall in all cases remain primarily responsible for performance of all of its obligations hereunder.

ARTICLE IV

GE DIGITAL OFFERINGS

Section 4.01 Products. Baker Hughes may submit Orders to GE Digital for Products, including, without limitation, the Products identified on Schedule 2.01(a), subject to the applicable terms and conditions of this Agreement and the applicable Order. If accepted by GE Digital, which acceptance shall be consistent with Section 2.01(d), such Orders shall be binding upon the Parties and incorporate the terms and conditions of this Agreement. Any purchase order, order receipt, acceptance, confirmation, correspondence, online terms, or other confirmatory documents presented by Baker Hughes or GE Digital shall be deemed to be presented for payment purposes only and each Party specifically objects to, and shall not be bound by, any additional or different terms contained in such documents. Any GE Digital Offerings that are provided by third parties are subject to any written agreements between GE Digital and such third parties. GE Digital shall provide Baker Hughes copies of any such agreements upon Order to the extent they impose any obligations on Baker Hughes. For the avoidance of doubt, subject to Section 7.05, Orders may be based on requests for Products that Baker Hughes receives from Baker Hughes Customers. If such an Order is entered into by the Parties, GE Digital shall provide the requested Products to Baker Hughes to pass on to the requesting Baker Hughes Customer.

Section 4.02 GE Hosted Services.

(a) GE Digital shall provide Baker Hughes with access to the GE Hosted Services in accordance with any applicable Order and GE Digital's standard product documentation, including the product specific terms described in Schedule 4.05(a) ("Hosted Services Documentation"). Baker Hughes agrees to use the GE Hosted Services solely in accordance with this Agreement, the Hosted Services Documentation and the applicable Order.

(b) GE Hosted Services shall be made accessible to Baker Hughes by means of remote connection. The date of delivery shall be deemed to be the date when GE Digital makes the GE Hosted Services available to Baker Hughes and reasonably communicates that availability to Baker Hughes. GE Digital represents and warrants that (i) any Baker Hughes account-level credentials provided to Baker Hughes or its Affiliates or established by Baker Hughes or its Affiliates for accessing the GE Hosted Services shall not be used by GE Digital other than as necessary to provide the GE Hosted Services with the consent of Baker Hughes and (ii) all credentials provided to Baker Hughes or its Affiliates or established by Baker Hughes or its Affiliates for accessing the GE Hosted Services shall not be made available to any unauthorized third party and that GE Digital shall hold such credentials in confidence as Confidential Information pursuant to Section 11.02.

(c) GE Digital may change, discontinue, or deprecate any of the GE Hosted Services (including individual services or the GE Hosted Services as a whole) or change or remove features or functionality of the GE Hosted Services or revise the applicable Hosted Services Documentation, from time to time and in a manner consistent with the treatment of other GE Industrial Businesses.

If such change, discontinuation, or deprecation is more than *de minimis*, GE Digital shall promptly (but in no event less notice than reasonable notice and no less notice than GE Digital provides other GE Industrial Businesses) notify Baker Hughes in writing of all updates or changes to the GE Hosted Services. Without limiting the generality of the foregoing, GE Digital may change, terminate, or discontinue all or a portion of the GE Hosted Services with the required notice in a manner consistent with the treatment of other GE Industrial Businesses if: GE Digital's relationship with a third-party provider of such GE Hosted Services terminates, expires, or requires GE Digital to change the way GE Digital provides a portion of the GE Hosted Services; if required to comply with Law or requests or government entities; or if GE Digital determines that use of the GE Hosted Services by Baker Hughes or the provision of the GE Hosted Services to Baker Hughes is prohibited or impractical due to any applicable Law. If GE Digital changes, discontinues or adds to the technical support plans generally provided to other GE Industrial Businesses, GE Digital may change, discontinue, or add to the technical support plans for the GE Hosted Services from time to time by posting a notice to the Web site where such technical support plans are described and, if such change is more than *de minimis*, promptly notifying the Baker Hughes Services Manager in writing with the notice period given to the other GE Industrial Businesses.

(d) A Statement of Work or Order may specify usage or deployment limitations relating to the GE Hosted Services. GE Digital may enforce such usage limitations by technical or resource restrictions. If a usage limitation designated in a Statement of Work or Order is based on limitations or entitlements not monitored by GE Digital, then Baker Hughes agrees to limit its usage only to the designated scope or notify GE Digital if such limitations are exceeded. Baker Hughes shall use the GE Hosted Services solely for the Baker Hughes Business as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit the GE Hosted Services or make the GE Hosted Services available to any third party, other than as expressly permitted by this Agreement, including in Section 4.06, or as otherwise agreed to in writing by GE Digital.

(e) Baker Hughes acknowledges that the GE Hosted Services are dependent upon the Internet and are therefore not intended for real time or ultra hazardous activities, and, unless agreed to in writing by the Parties, Baker Hughes agrees not to use the GE Hosted Services to control the operation of any nuclear power facility or life support equipment. Unless agreed to in writing by the Parties, Baker Hughes's indemnification obligations with respect to this Section 4.02(e) shall be in accordance with the terms set forth in Schedule 4.02(e).

(f) GE Digital may suspend Baker Hughes' right to access or use any portion or all of the GE Hosted Services immediately upon written notice to Baker Hughes if Baker Hughes' use of or registration for the GE Hosted Services (i) is unlawful, fraudulent, or prohibited by any applicable Law, (ii) poses a material security threat to the GE Hosted Services, GE Digital, GE Digital's Affiliates, or any third party, (iii) compromises, in the event of a cyber incident, GE Digital's information technology-related resources, (iv) materially and adversely impacts the integrity of the GE Hosted Services or the systems or content of any other customer of GE Digital, or (v) violates the Acceptable Use Policy (unless and except as otherwise allowed for herein or by another Transaction Document) or acts in a manner inconsistent with Baker Hughes' responsibilities as set forth in Section 4.03.

Section 4.03 Baker Hughes' Responsibilities.

(a) As between the Parties, except as set forth herein, Baker Hughes is solely responsible for the development, content, operation, maintenance, and use of Baker Hughes Content and Monitored Equipment. As between the Parties, Baker Hughes is responsible for securing all necessary rights and permissions to provide Baker Hughes Content to GE Digital and to use Baker Hughes Content or Monitored Equipment with the GE Hosted Services. Baker Hughes is solely responsible for the condition, maintenance, and use of Monitored Equipment. For example, as between the parties, Baker Hughes is solely responsible for:

(i) the technical operation of Baker Hughes Content, including ensuring that calls Baker Hughes makes to or from any Baker Hughes application or service are compatible with the GE Hosted Services;

(ii) compliance of Baker Hughes Content with the Acceptable Use Policy, Data Protection Plan, and applicable Hosted Services Documentation, unless and except as otherwise allowed for herein or by another Transaction Document;

(iii) compliance by Baker Hughes with all applicable Laws, executive orders and court orders in using the GE Hosted Services;

(iv) any claims relating to Baker Hughes Content, except for a) claims arising from any unauthorized, accidental, or unlawful loss, access, or disclosure of Baker Hughes Content from the GE Hosted Services that is unrelated to any act or omission by Baker Hughes or b) Baker Hughes Infringement Claims (as defined in Section 8.05(a));

(v) the operation, control, and maintenance of Monitored Equipment and ensuring that Baker Hughes' computer systems and Monitored Equipment meet the technical requirements for the GE Hosted Services;

(vi) the accuracy and completeness of Baker Hughes Content; and

(vii) proper handling and processing of notices sent to Baker Hughes (or any of Baker Hughes' Affiliates) by any person claiming that Baker Hughes Content violates such person's rights, including notices pursuant to the U.S. Digital Millennium Copyright Act or similar laws of other countries.

(b) Baker Hughes is responsible for properly configuring and using the GE Hosted Services and taking Baker Hughes' own steps to maintain appropriate backup of Baker Hughes Content or arrange for such a backup with GE Digital pursuant to a separate agreement the terms of which shall be mutually agreed upon by the Parties, which may include routine archiving of Baker Hughes Content. Baker Hughes' credentials (which may include username, passwords, tokens, certificates, keys, and pins) issued by GE Digital or selected by Baker Hughes for accessing the GE Hosted Services are for Baker Hughes' internal use only and Baker Hughes may not share, sell, transfer, or sublicense them to any other entity or person, except that Baker Hughes may disclose Baker Hughes' credentials to Baker Hughes' agents and subcontractors performing work on Baker Hughes' behalf. Other than as set forth herein to the contrary, Baker Hughes is responsible for any use of Baker Hughes' credentials and for notifying GE Digital promptly of any breach of security related to Baker Hughes' credentials of which it becomes aware.

Baker Hughes is responsible for complying with all security requirements communicated to Baker Hughes in writing for securing Baker Hughes Content in connection with using the GE Hosted Services. Each Party is deemed to have taken any action that such Party knowingly permits, assists, or facilitates any user or any other person or entity to take related to this Agreement, Baker Hughes' Content or the GE Hosted Services. Neither Baker Hughes nor its users shall tamper with or take any action to circumvent any security feature or attempt to exceed authorized access to the GE Hosted Services or its related systems or networks; interfere with or disrupt the integrity or performance (other than performance degradation by normal use) of the GE Hosted Services or the data contained therein; or knowingly or recklessly send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs. If Baker Hughes becomes aware of any violation of this Agreement by a user, Baker Hughes shall immediately address such violations, up to and including terminating such user's access to Baker Hughes Content and the GE Hosted Services and concurrently notify GE Digital and Baker Hughes shall use its reasonable efforts in good faith to cooperate with GE Digital in investigating any such apparent violation of this Agreement. If GE Digital becomes aware of any apparent unauthorized access to the GE Hosted Services or its related systems or networks, GE Digital shall promptly conduct an investigation and address such violation, and Baker Hughes shall use its reasonable efforts in good faith to cooperate with GE Digital in investigating any apparent unauthorized access to the GE Hosted Services or its related systems or networks.

(c) Except as expressly provided in a Statement of Work or Order, Baker Hughes is solely responsible for providing Internet connectivity for Baker Hughes' facilities and Monitored Equipment as necessary to access and use the GE Hosted Services (including all ISP charges). GE Digital does not and cannot control the flow of data to or from GE Digital's network and other portions of the Internet. Such flow depends in large part on the performance of Internet services provided or controlled by third parties. At times, actions or inactions of such third parties can impair or disrupt their Baker Hughes' connections to the Internet (or portions thereof). Although GE Digital shall use commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, GE Digital cannot guarantee that such events will not occur.

(d) If specified on GE Digital's Web sites for the GE Hosted Services, third parties may offer independent services, including hosted application services ("Third-Party Services"), directly to Baker Hughes under a separate agreement, and Baker Hughes' written acceptance of such offers constitutes a separate agreement solely between Baker Hughes and the third-party provider thereof. If Baker Hughes subscribes to Third-Party Services, Baker Hughes consents to GE Digital sharing with the third-party provider, subject to confidentiality terms contained in any agreements with such third party provider: (i) Baker Hughes contact and account information, (ii) Baker Hughes Content in connection with Baker Hughes' use of the Third-Party Services, and (iii) additional information, if any, disclosed in writing to Baker Hughes in connection with the Third-Party Services.

(e) The above terms and conditions apply to Baker Hughes when using the GE Hosted Services for its internal use and to Baker Hughes Customers when using Baker Hughes Applications hosted or provided using the GE Hosted Services. When Baker Hughes uses the GE Hosted Services to host and provide a Baker Hughes Application to a Baker Hughes Customer, Baker Hughes shall cause such Baker Hughes Customer to agree to terms and conditions that are substantially similar to those terms and conditions set forth in this Agreement and the Orders that are applicable to the GE Hosted Services.

Baker Hughes also may provide Baker Hughes Applications to Baker Hughes Customers under additional or different terms and conditions, provided that there is no material change to the scope of use upon which any pricing assumptions are based, and provided further that, subject to Section 8.06, Baker Hughes indemnifies, defends, and holds GE Digital and its Affiliates, and their respective officers, directors, employees and agents harmless from all costs, liabilities, and obligations caused by any third party claim (except a Baker Hughes Infringement Claim) to the extent arising from such additional or different terms and conditions.

Section 4.04 GE Hardware.

(a) In accordance with the applicable Statement of Work or Order, GE Digital shall provide Baker Hughes with GE Hardware. Delivery of GE Hardware sold shall be made FCA GE Digital's facility (Incoterms 2010). Title to GE Hardware shipped by GE Digital from the United States shall pass to Baker Hughes immediately after each item departs from the territorial land, seas, and overlying airspace of the United States. Title to all other GE Hardware sold shall pass when such GE Hardware is made available for shipment at the point of shipment. Delivery of GE Hardware leased to Baker Hughes shall be made by commercially reasonable means. Title to such leased GE Hardware shall not pass to Baker Hughes. Title to any Software embedded in or included with GE Hardware does not pass to Baker Hughes.

(b) If Software is provided to Baker Hughes as an embedded part of GE Hardware ("Embedded Software"), Baker Hughes may use such software only as embedded within the GE Hardware provided to Baker Hughes. Except for routine backups and implementing routine updates and upgrades, Baker Hughes shall have no rights to copy or modify Embedded Software, other than through an API or as permitted by applicable product documentation. Baker Hughes may transfer this license to a third party only to the extent that transfer of the associated GE Hardware is permitted by this Agreement and only as embedded therein. Embedded Software shall otherwise be governed by the license restrictions set forth in Section 4.03 herein. Notwithstanding the foregoing, Baker Hughes may provide Embedded Software to Baker Hughes Customers under additional or different terms and conditions, provided that there is no material change to scope of use upon which any pricing assumptions are based, and provided further that, subject to Section 8.06, Baker Hughes indemnifies, defends, and holds GE Digital and its Affiliates, and their respective officers, directors, employees and agents harmless from all costs, liabilities, and obligations caused by third party claims (except a Baker Hughes Infringement Claim) to the extent arising from such additional or different terms and conditions.

Section 4.05 Software. Unless otherwise specified in a Statement of Work or Order, GE Software shall be made available by GE Digital for electronic download by Baker Hughes. GE Digital shall be deemed to have delivered GE Software when GE Digital makes the GE Software available for download by Baker Hughes and notifies Baker Hughes of such availability. If a Statement of Work or Order specifies that Software is to be delivered to Baker Hughes on physical media, then delivery of physical media shall be made FCA GE Digital's facility (Incoterms 2010). No title to the GE Software is transferred.

Section 4.06 Professional Services. In accordance with the applicable Statement of Work or request for Professional Services that has been accepted by GE Digital in writing (in each case where a specific end-user customer is specified as the intended beneficiary of Professional Services), Baker Hughes may engage GE Digital to perform Professional Services for Baker Hughes Customers. Baker Hughes shall cause each Baker Hughes Customer to whom such Professional Services will be provided to enter into legally binding, written agreements in a form acceptable to GE Digital (and containing such limitations and restrictions as may be contained in the applicable Statement of Work or agreed request), or Baker Hughes may provide such Professional Services to Baker Hughes Customers under additional or different terms and conditions (without the requirement that such terms and conditions be in a form acceptable to GE Digital), provided that there is no change to the scope of use upon which any pricing assumptions are based, and provided further that, subject to Section 8.06, Baker Hughes indemnifies, defends, and holds GE Digital and its Affiliates, and their respective officers, directors, employees and agents harmless from all costs, liabilities, and obligations caused by third party claims (except a Baker Hughes Infringement Claim) to the extent arising from such additional or different terms and conditions.

Section 4.07 Contributions. In connection with the GE Digital Offerings, any Baker Hughes Entity may (but shall not be required to) provide to GE Digital the following ("Contributions"):

(i) Baker Hughes Applications being contributed to the Predix Market Place, including any Intellectual Property inherent therein and appurtenant thereto. Contributions, if any, made in accordance with the previous sentence of this subsection (i) shall be in accordance with the terms and conditions in Schedule 4.07(i), or as may be otherwise mutually agreed in writing by the Parties;

(ii) Any bug fixes, patches, insubstantial software fragments, as well as extensions and improvements made to the source code of any Product that have been developed by or on behalf of such Baker Hughes Entity, if and when provided to GE Digital, including any Intellectual Property inherent therein and appurtenant thereto. Except as otherwise specified in writing by Baker Hughes, Baker Hughes hereby grants to GE Digital a perpetual, irrevocable, non-exclusive, non-transferable, royalty-free, fully paid-up, worldwide license to a) Use those Contributions actually made both internally as well as for the benefit of GE Digital's customers and other third parties; as well as b) to sublicense those Contributions but only as part of a transfer or license of the GE Digital Offering incorporating the Contribution pursuant to the previous sentence of this subsection (ii); and

(iii) Software other than a GE Digital Offering or Deliverable developed by or on behalf of such Baker Hughes Entity pursuant to a collaboration between the Parties that is agreed to by the Parties in writing, including any Intellectual Property inherent therein and appurtenant thereto. Terms and conditions relating to (including, without limitation, the use of, Intellectual Property rights relating to and the financial conditions, if any, relating to) those Contributions, if any, made in accordance with the previous sentence of this subsection (iii) shall be mutually agreed to in writing by the Parties in connection with the relevant collaboration.

ARTICLE V

INTELLECTUAL PROPERTY

Section 5.01 License to Baker Hughes Intellectual Property and Content. Except as otherwise specified in this Agreement, a Statement of Work or Order, Baker Hughes shall retain all rights in the Baker Hughes Intellectual Property and Baker Hughes Content. Subject to GE Digital's payment of any applicable fees and compliance with this Agreement, Baker Hughes hereby grants, and shall cause its Affiliates to grant, a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense (except pursuant to Section 3.04), for GE Digital to access and Use the Baker Hughes Intellectual Property owned by Baker Hughes, any Services Foreground IP owned by Baker Hughes and Baker Hughes Content owned by Baker Hughes to: (i) provide the GE Digital Offerings to Baker Hughes; (ii) perform any other obligation of GE Digital under this Agreement, and any Statements of Work or Orders; and (iii) maintain, develop and improve the GE Digital Offerings, including selling or offering for sale such Products or Services incorporating the Baker Hughes Intellectual Property and Baker Hughes Content**.**

Section 5.02 License for Baker Hughes Internal Use. Subject to Baker Hughes' payment of all applicable Charges and compliance with this Agreement, GE Digital hereby grants, and shall cause its Affiliates to grant, to Baker Hughes a limited, non-transferable, non-exclusive right and license for Baker Hughes Entities to access and Use (as that defined term is applicable to internal business purposes) any: (i) Products provided by GE Digital to Baker Hughes; and (ii) Deliverables containing Intellectual Property, Technology or Services Foreground IP owned by GE Digital or its Affiliates, in each case of (i) and (ii), for Baker Hughes' internal business purposes and to provide services to third party customers; provided, Baker Hughes does not provide the Products or Deliverables to such customers. With respect to Products and Deliverables provided by GE Digital to Baker Hughes hereunder, Baker Hughes will comply with any license limitations (such as named or concurrent user limits, limits on numbers of copies or processors, or restrictions to designated computers or facilities) described on the applicable software/product documentation or Statement of Work or Order. Baker Hughes shall use such Products and Deliverables solely for the Baker Hughes Business as permitted by this Agreement and shall not license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit such Products and Deliverables or make them available to any third party, other than as expressly permitted by this Agreement or the applicable software/product documentation or Statement of Work or Order.

Section 5.03 License for Redistribution to Customers. Subject to Baker Hughes' payment of all applicable Charges and compliance with this Agreement, Baker Hughes shall have the right and/or license to provide: (i) Products and (ii) Deliverables containing Intellectual Property, Technology or Services Foreground IP owned by GE Digital and/or its Affiliates, in each case of (i) and (ii): to Baker Hughes Customers to the extent such right and/or license is expressly granted by the applicable Statement of Work or Order, or to the extent that a specific end-user customer is specified as the intended beneficiary of the Products and Deliverables in the applicable Statement of Work or Order.

Baker Hughes shall cause each Baker Hughes Customer to whom it provides such Products or Deliverables to enter into legally binding, written agreements in a form acceptable to GE Digital (and containing such limitations and restrictions as may be contained in the applicable Statement of Work or Order), or Baker Hughes may provide such Products and Deliverables to Baker Hughes Customers under additional or different terms and conditions (without the requirement that such terms and conditions be in a form acceptable to GE Digital), provided that there is no change to the scope of use upon which any pricing assumptions are based, and provided further that, subject to Section 8.06, Baker Hughes indemnifies, defends, and holds GE Digital and its Affiliates, and their respective officers, directors, employees and agents harmless from all costs, liabilities, and obligations arising from such additional or different terms and conditions. Baker Hughes shall follow GE Digital's then-current, standard policies for reporting on intra-company sales and payment of royalties for any such Products or Deliverables, for which the current standard policies are as set forth in Schedule 5.03. Baker Hughes shall be solely responsible for technical support and maintenance for GE Digital Offerings to be provided to Baker Hughes Customers, except to the extent that GE Digital generally provides such support to GE Industrial Businesses or has agreed in writing to provide such support in an Order or Statement of Work.

Section 5.04 Access for Product Development. Subject to Baker Hughes' payment of all applicable Charges and compliance with this Agreement, GE Digital hereby grants, and shall cause its Affiliates to provide to Baker Hughes the right to access and Use all GE Digital Development Software, generally on the same access terms (including access to source code made generally available to other GE Industrial Businesses) as the other GE Industrial Businesses, for the purpose of Baker Hughes development and support of Baker Hughes Applications (including any rights to provide and/or license the Baker Hughes Applications to Baker Hughes Customers). Baker Hughes shall indemnify GE Digital, subject to Section 8.06, for any third party claims against GE Digital, its Affiliates or its customers arising as a result of Baker Hughes' access to or use of the GE Digital Development Software.

Section 5.05 No Support Obligations. Except as expressly provided in a Statement of Work, Order or other written documentation agreed to by the Parties, GE Digital shall have no support obligations with respect to any modifications or customizations to any Products and Deliverables that are made by Baker Hughes, Baker Hughes Customers or third parties contracted by Baker Hughes.

Section 5.06 IP Ownership of Products and Deliverables. Except as otherwise specified in this Agreement, a Statement of Work, or an Order, GE Digital shall retain all Intellectual Property rights in the GE Digital Offerings, including all modifications or improvements thereto occurring during the course of this Agreement, no matter which party made such improvements or modifications. Baker Hughes, its Affiliates, the Baker Hughes Customers and its and their customers may not sublicense, distribute, create derivative works of or reverse engineer any of the GE Digital Offerings except as otherwise agreed in writing by the Parties. Except as otherwise specified in this Agreement, a Statement of Work, or an Order, Baker Hughes shall own all Intellectual Property rights in any Deliverables that do not constitute improvements or modifications to GE Digital Offerings (which shall then be considered "Baker Hughes Intellectual Property" pursuant to Section 5.01) and GE Digital, its Affiliates, and its and their customers may not sublicense, distribute, create derivative works of or reverse engineer any of such Baker Hughes Deliverables.

Section 5.07 Governmental Restrictions and Approvals. The licenses contemplated in Section 5.01, Section 5.02, Section 5.03 and Section 5.04 of this Agreement shall be subject to any required Governmental Authority approvals, restrictions or reservations, including any of the foregoing that arise out of the funding of any Statement of Work, in whole or in part, by a Governmental Authority. The Parties shall use reasonable efforts in good faith to promptly notify the other party of any such Governmental Authority approvals, restrictions or reservations as early as possible (and preferably prior to a Statement of Work or Order being entered into) and to obtain any and all such approvals that may be required.

Section 5.08 Third-Party IP. Other than for DevOPs Tools (as described in Schedule 2.01(a)), if GE Digital requires any license or other rights to third-party Intellectual Property or Technology in order to provide standard GE Digital Offerings, GE Digital shall be solely responsible for using its reasonable efforts to (a) secure such licenses or rights at its sole cost or (b) modify the GE Digital Offerings so as to not require such third-party Intellectual Property or Technology. If GE Digital requires any license or other rights to third-party Intellectual Property or Technology to meet Baker Hughes custom requirements or specifications, GE Digital shall notify the applicable Baker Hughes Entity in writing as soon as practicable after GE Digital identifies such a requirement. Baker Hughes and GE Digital acknowledge and agree that as to Baker Hughes custom requirements or specifications there can be no assurance that such licenses or other rights will be successfully obtained or obtained on acceptable terms and, where such licenses or other rights are identified after a Statement of Work or Order has been entered into, the applicable Baker Hughes Entity and GE Digital shall agree to work together in good faith to resolve the issue, which may include changing the scope or terminating such Statement of Work or Order.

ARTICLE VI

OTHER ARRANGEMENTS

Section 6.01 Third-Party Software and Software Licenses. To the extent that GE Digital can extend its existing third-party Software licenses to Baker Hughes as an affiliate, it shall use reasonable efforts to do so if and to the extent requested by Baker Hughes, provided, however, that Baker Hughes will be responsible for any additional fees or other payments to which Baker Hughes agrees resulting from such extension. In the event that GE Digital is unable to extend existing third-party Software licenses to Baker Hughes, and if and to the extent requested by Baker Hughes, GE Digital shall use commercially reasonable efforts in good faith to assist Baker Hughes in its efforts to obtain licenses (or other appropriate rights) to use, duplicate and distribute, as necessary, certain third-party Software disclosed in a Statement of Work or Order as necessary for GE Digital to provide, or Baker Hughes to receive or use, GE Digital Offerings pursuant to such Statement of Work or Order; provided, however, that Baker Hughes shall identify the specific types and quantities of any such Software licenses; provided, further, that GE Digital shall not be required to pay any incremental fees or other payments or incur any obligations to enable Baker Hughes to obtain any such license or rights; and provided, further, that GE Digital shall not be required to seek broader rights or more favorable terms for Baker Hughes than those applicable to GE Digital or Baker Hughes, as the case may be, prior to the Effective Date or as may be applicable to GE Digital from time to time hereafter.

The Parties acknowledge and agree that there can be no assurance that GE Digital's efforts will be successful or that Baker Hughes will be able to obtain such licenses or rights on acceptable terms or at all and, where GE Digital enjoys rights under any enterprise, site or similar license grant, the Parties acknowledge that such license typically precludes partial transfers or assignments or operation of a service bureau.

Section 6.02 GE Digital Global Services Contracts.

(a) Notwithstanding Section 6.02 of the Transaction Agreement, following the Closing Date, GE Digital shall (i) allow and cause Baker Hughes to continue as a participating party under all GE Digital Global Services Contracts (that do not by their terms automatically terminate as to Baker Hughes as a result of the Closing) with the same benefits and obligations as the Business has under such contracts as of the Effective Date, (ii) cooperate with Baker Hughes to approach each third-party counterparty to a GE Digital Global Services Contract, in respect of which, Baker Hughes, as of the Closing Date, may not qualify for continued participation, to allow for Baker Hughes' continued participation under such GE Digital Global Services Contract in accordance with the terms thereof, in each case, without further net payment or consideration by GE Digital for such continued participation by Baker Hughes and (iii) allow Baker Hughes to be a participating party under any GE Digital Global Services Contract entered into after the Closing Date with the same benefits and obligations as other GE Industrial Businesses subject to the consent of the applicable third party to the GE Digital Global Services Contract and without additional net payment or consideration by GE Digital.

(b) Baker Hughes' obligation to pay any amount under this Section 6.02 in respect of any GE Digital Global Services Contract shall be determined consistent with the methodology applied in respect of the Baker Hughes Business' applicable participation or as agreed to by the Parties in connection with any GE Digital Global Services Contract entered into after the Closing Date, and each such participation shall constitute a Service for purposes of this Agreement.

Section 6.03 Access to GE Digital Facilities.

(a) With respect to a determination by GE Digital to grant Baker Hughes a license to use and access space at certain of its facilities as set forth in Section 5.04 of the Intercompany Services Agreement (such facilities, the "Shared Facilities"), GE Digital shall grant to Baker Hughes a limited license to use and access the Shared Facilities in accordance with the terms of the Intercompany Services Agreement. The annual rental costs for such Shared Facilities shall be calculated on the same basis and methodology as set forth in the Intercompany Services Agreement. GE Digital shall not discriminate between Baker Hughes, on the one hand, and any GE Entity, on the other, in providing access to any Shared Facility, but nothing in this Agreement shall entitle Baker Hughes any priority over any GE Entities for such access.

(b) With respect to GE Digital Foundry locations and other GE Digital facilities where space is allocated on a reservation based system, GE Digital shall grant Baker Hughes the same access as provided to other GE Industrial Businesses. Baker Hughes shall cause its Representatives to comply with GE Digital's applicable site rules and procedures to which GE Digital provides Baker Hughes advanced notice. GE Digital shall not discriminate between Baker Hughes, on the one hand, and any GE Entity, on the other, in providing access to the Digital Foundry or other GE Digital facility, but nothing in this Agreement shall entitle Baker Hughes any priority over any GE Entities for such access. The costs shall be calculated on the same basis and methodology as charged to other GE Industrial Businesses.

ARTICLE VII

ADDITIONAL AGREEMENTS

Section 7.01 Security and Data Privacy.

(a) GE Digital shall use reasonable efforts to implement appropriate security measures, in accordance with GE Digital's standard security policies applicable to the GE Digital Offerings, including but not limited to the Data Protection Plan which shall apply to the Predix platform and is available at www.predix.io/legal, (each a "Data Protection Plan") designed to secure Baker Hughes Content against unauthorized, accidental, or unlawful loss, access, or disclosure. Where there is a conflict between the Data Protection Plan and this Agreement, this Agreement shall control. GE Digital reserves the right to modify Data Protection Plans from time to time in a manner consistent with Section 2.01(d) upon prompt written notice to Baker Hughes. With respect to Baker Hughes Content, GE Digital shall act as the data processor of Baker Hughes Content in accordance with Baker Hughes' instructions as contemplated by this Agreement. If Baker Hughes Content includes any data subject to specific legal or regulatory requirements (including, but not limited to, health care data, sensitive personal information, export-controlled data, or sensitive government data), then Baker Hughes shall be responsible for determining whether any GE Hosted Service meets such requirements, unless GE Digital has expressly stated in this Agreement, a Statement of Work or an Order that the Service is designed to meet such requirements. However, Baker Hughes shall be entitled to rely upon written statements from GE Digital as to the features of any GE Hosted Service in order to make any such determination.

(b) Subject to any third-party restrictions or Intellectual Property rights, Baker Hughes consents to GE Digital's collection, use, and disclosure of information associated with the Services as described in this Agreement and the applicable Data Protection Plan, and in particular to the processing of Baker Hughes Content in, and the transfer of Baker Hughes Content into, any country in which GE Digital or GE Digital's Affiliates or subcontractors maintain facilities (including the United States), but only to the extent permitted by applicable Law. GE Digital shall treat Baker Hughes contact information (including personal information of Baker Hughes representatives) in accordance with GE Digital's Privacy Policy available at www.predix.io/legal; provided that GE Digital shall not expand the scope of GE Digital's Privacy Policy as of the date hereof to apply to other topics without the prior written approval of Baker Hughes. Subject to any applicable customer restrictions communicated to GE Digital in writing, Baker Hughes consents to the disclosure of Baker Hughes Content to GE Digital's subcontractors, provided that the subcontractors are bound to maintain and use Baker Hughes Content solely in accordance with this Agreement.

Each Party may conduct periodic screenings of the other and of its beneficial owners, including screening against official government lists that restrict business dealings with certain parties, for the purpose of satisfying local and multi-national legal obligations and such Party's risk management requirements. Each Party consents to such screenings and is responsible for providing any notices and obtaining any consents necessary for such screenings.

Section 7.02 Costs.

(a) The relevant Baker Hughes Entity shall pay to GE Digital, unless otherwise specified in the applicable Statement of Work, Order or request for Professional Services, as applicable, (i) the fees agreed upon by the Parties for the Services in the applicable Statement of Work or request for Professional Services and (ii) GE Digital Price (each fee in (i) and (ii) constituting a "Charge" and, collectively, "Charges").

(b) GE Digital shall invoice Baker Hughes using the intercompany billing system of GE and its Affiliates (which shall continue to be settled through such intercompany billing system for so long as the intercompany billing system is made available under the Intercompany Services Agreement). GE Digital shall invoice Baker Hughes monthly in arrears for any other GE Digital Offerings provided by GE Digital. All payments by Baker Hughes are due to GE Digital within thirty (30) calendar days of receipt of such invoices by wire transfer to the accounts specified on Schedule 7.02(b). Such payments shall be made by wire transfer to the account specified by GE Digital on Schedule 7.02(b). To the extent consistent with past practice with respect to Services rendered outside the United States, payments may be required to be made in local currency or split between Affiliates (with appropriate invoicing). If Baker Hughes fails to pay such amount by the required date, Baker Hughes shall be obligated to pay to GE Digital, in addition to the amount due, interest at the standard interest rate charged by General Electric Company to Baker Hughes for services under the Intercompany Services Agreement, compounded monthly, accruing from the date the payment was due through the date of actual payment. As soon as practicable after receipt of any reasonable written request by Baker Hughes, GE Digital shall provide Baker Hughes with data and documentation supporting the calculation of a particular Charge for the purpose of verifying the accuracy of such calculation.

Section 7.03 No Right to Set-Off. Baker Hughes shall pay the full amount of Charges and shall not set-off, counterclaim or otherwise withhold any amount owed to GE Digital under this Agreement on account of any obligation owed by GE Digital to Baker Hughes that has not been finally adjudicated, settled or otherwise agreed upon by the Parties in writing. For the avoidance of doubt, any amounts processed through the intercompany billing system of the GE and its Affiliates as a net settlement shall not be deemed a set-off.

Section 7.04 Taxes.

(a) Sales Tax or Other Transfer Taxes. Charges are exclusive of, and Baker Hughes shall bear and timely pay, any and all sales, use, value-added, transaction and transfer Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Charges payable by Baker Hughes pursuant to this Agreement; provided that to the extent such Taxes are required to be collected and remitted by GE Digital and its Affiliates, Baker Hughes shall pay such Taxes to GE Digital or the applicable Affiliate upon receipt of an invoice from GE Digital or such Affiliate.

(b) Withholding Tax or Other Similar Taxes. If any withholding or deduction from any payment under this Agreement by Baker Hughes in relation to any Service is required in respect of any Taxes pursuant to any applicable Law, Baker Hughes will: (i) increase the amount payable such that GE Digital receives an amount equal to the amount of the Charges in respect of that Service as if no such withholding or deduction had been made (including any withholding or deduction applicable to any increased payment made pursuant to this clause (i)), (ii) make any such required withholding or deduction from the amount payable to GE Digital, (iii) timely pay the withheld or deducted amount referred to in clause (ii) to the relevant Governmental Authority in accordance with applicable Law; and (iv) promptly forward to GE Digital a withholding tax certificate evidencing such payment by Baker Hughes to the Governmental Authority.

(c) Cooperation. The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 7.04.

(c) Tax Planning or Tax and Accounting Advisory Services. Notwithstanding anything to the contrary contained in this Agreement and without limiting Section 8.07, no GE Digital Offerings provided under this Agreement shall include or be deemed to be, or relied upon by Baker Hughes or any of its Affiliates as, tax or accounting advice, Baker Hughes and its Affiliates shall assume all risks and liability arising from or relating to the use of and reliance upon such GE Digital Offerings and GE Digital makes no representations or warranties with respect to such tax planning or tax or accounting advisory services.

Section 7.05 Channel Agreement. This Agreement may be subject to additional terms and conditions included in the Channel Agreement.

Section 7.06 Access. Baker Hughes shall, and shall cause its Affiliates to, allow GE Digital and its Representatives reasonable access to the facilities of Baker Hughes necessary for GE Digital to fulfill its obligations under this Agreement. GE Digital shall ensure that each of its Representatives are subject to confidentiality obligations at least as stringent as those in this Agreement prior to such Representative having access to any Baker Hughes facility. GE Digital and its Representative shall fully comply with all policies and procedures of Baker Hughes applying to such facilities, and GE Digital shall be responsible for remedying any violations of such policies and procedures by GE Digital or its Representatives.

ARTICLE VIII

STANDARD FOR SERVICES

Section 8.01 Standard for Services. GE Digital agrees that the Services (other than Base Services) provided to Baker Hughes under this Agreement shall be provided to the same standard as GE Digital has previously provided such Services to the Business or to the same standard as GE Digital generally provides to other GE Industrial Businesses or as otherwise mutually agreed. For the avoidance of doubt, GE Digital expressly disclaims all representation and warranties, express or implied, for Base Services.

Section 8.02 Consents; Compliance with Law; Professional Services. If the creation or modification of any GE Digital Offering by GE Digital based on Baker Hughes custom specifications or requirements requires the consent or approval of any third party or Affiliate, Baker Hughes shall provide good faith support, as requested by GE Digital, in obtaining such consent or approval. Otherwise, if the provision of any GE Digital Offering by GE Digital requires consent or approval of any third party or Affiliate, GE Digital shall use its commercially reasonable efforts to provide for such consent or approval. In the event such consent or approval cannot be obtained, GE Digital and Baker Hughes agree to negotiate in good faith an acceptable substitute GE Digital Offering that shall be subject to the terms and conditions of this Agreement. Each Party will be responsible for complying with all applicable Laws and regulations, including, but not limited to export control laws, in performing its obligations under this Agreement and each Party shall reasonably cooperate with the other and provide any information reasonably requested by the other Party in connection with such compliance obligations. Neither GE Digital nor its Affiliates shall be obligated to provide any GE Digital Offerings which, if provided, would violate any Law. The provision of any legal services shall be subject to the consideration of the maintenance of attorney-client privilege for both GE Digital and Baker Hughes and any potential conflicts of interest. Each of GE Digital and Baker Hughes agrees to execute customary engagement letters, joint defense or common interest agreements in the event either party deems such agreement necessary; provided that the failure to do so shall not be deemed a waiver of privilege nor shall it be considered a failure to provide a GE Digital Offering on the part of GE Digital.

Section 8.03 Maintenance. GE Digital and its Affiliates shall have the right to shut down temporarily for maintenance purposes the operation of any facilities or systems providing any GE Digital Offering whenever in GE Digital's judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes; provided that (i) to the extent practicable GE Digital shall provide advance written notice of any such shut down or other interruption reasonably far in advance and cooperate in good faith to minimize any disruption to the Service, Product or Baker Hughes' business and (ii) Baker Hughes shall not be charged for such GE Digital Offering to the extent that such GE Digital Offering is not provided by GE Digital during such shutdown.

Section 8.04 Modifications. The GE Digital Offerings are not exclusive and are part of products and services that GE Digital provides to other GE Industrial Businesses. It is understood that GE Digital may modify a GE Digital Offering to the extent the same modification is made with respect to the entirety of GE Digital's provision of such GE Digital Offering to other GE Industrial Businesses. GE Digital shall provide: (i) advanced written notification of any such modification to Baker Hughes with at least the notice that GE Digital provides to other GE Industrial Businesses; and (ii) adjustments to applicable Charges (other than with respect to then-existing Statements of Work). Subject to the terms in this Agreement and the applicable Statement of Work or Order, in providing its Services hereunder, GE Digital may use any information systems, hardware, Software, processes and procedures it deems necessary or desirable in its reasonable discretion. Modifications to Statements of Work shall be provided for under Section 3.02.

Section 8.05 Indemnification for Certain Intellectual Property Infringement.

(a) GE Digital shall, at GE Digital's expense, indemnify, defend or, at GE Digital's option, settle any claim brought against Baker Hughes that the GE Digital Offerings infringe any third party's Intellectual Property rights (a "Baker Hughes Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by GE Digital on Baker Hughes' behalf. If use of any GE Digital Offering becomes, or in GE Digital's reasonable opinion is likely to become, enjoined, GE Digital may, at GE Digital's option, (i) procure, at no cost to Baker Hughes, the right to use such GE Digital Offering, (ii) modify the GE Digital Offering or provide a substitute that is non-infringing, at no additional cost to Baker Hughes, or (iii) terminate this Agreement with respect to such GE Digital Offering and refund Baker Hughes a pro-rata portion of applicable subscription fees (based on period of use) or purchase price (less reasonable depreciation) and provide Baker Hughes with a credit for any reasonable costs incurred by Baker Hughes in connection with its transition costs. GE Digital shall have no obligation or liability under this Section 8.05(a) for any Baker Hughes Infringement Claim to the extent such infringement is caused by: (a) a modification to the GE Digital Offerings not provided or performed by GE Digital, (b) Baker Hughes Content and Baker Hughes designs and specifications, (c) the combination of the GE Digital Offerings with other hardware, software, content, or services not provided by GE Digital and which are not a GE Digital specified system requirement, or (d) use of an infringing GE Digital Offering after GE Digital has provided a non-infringing alternative or terminated the license or subscription for it. This Section 8.05(a) states GE Digital's sole obligation and exclusive liability (express, implied, statutory, or otherwise) and Baker Hughes's sole remedy for any third party claims of infringement of any intellectual or proprietary right.

(b) Baker Hughes shall, at Baker Hughes's expense, indemnify, defend or, at Baker Hughes's option, settle any claim brought against GE Digital that the Contributions and data provided to GE Digital by Baker Hughes hereunder ("Baker Hughes Data") infringes any third party's Intellectual Property right (a "GE Digital Infringement Claim"), and pay any final judgments awarded by a court of competent jurisdiction or settlements entered into by Baker Hughes on GE Digital's behalf. If use of any Baker Hughes Data becomes, or in Baker Hughes's opinion is likely to become, enjoined, Baker Hughes may, at Baker Hughes's option, (i) procure, at no cost to GE Digital, the right to use such Baker Hughes Data, (ii) modify the Baker Hughes Data or provide a substitute that is non-infringing, at no additional cost to GE Digital, or (iii) terminate this Agreement with respect to such Baker Hughes Data and refund GE Digital a pro-rata portion of applicable subscription fees (based on period of use) or purchase price (less reasonable depreciation) and provide GE Digital with a credit for any reasonable costs incurred by GE Digital in connection with its transition costs. Baker Hughes shall have no obligation or liability under this Section 8.05(b) for any GE Digital Infringement Claim to the extent such infringement is caused by: (a) a modification to the Baker Hughes Data not provided or performed by Baker Hughes, (b) GE Digital content and GE Digital designs and specifications, (c) the combination of the Baker Hughes Data with other hardware, software, content, or services not provided by Baker Hughes and which are not a Baker Hughes specified system requirement, or (d) use of an infringing Baker Hughes Data after Baker Hughes has provided a non-infringing alternative or terminated the license or subscription for it. This Section 8.05(b) states Baker Hughes's sole obligation and exclusive liability (express, implied, statutory, or otherwise) and GE Digital's sole remedy for any third-party claims of infringement of any intellectual or proprietary right.

Section 8.06 Indemnification Procedure. Each Party indemnified hereunder (an "Indemnified Party") must notify the other Party (the "Indemnifying Party") promptly of the applicable Claim in writing, tender to the Indemnifying Party sole control and authority over the defense or settlement of such Claim, and reasonably cooperate with the Indemnifying Party, at the Indemnifying Party's expense, and provide the Indemnifying Party with available information in the investigation and defense of such Claim. Any effort by the Indemnified Party to settle a Claim without the Indemnifying Party's involvement and written approval shall void any indemnification obligation hereunder.

Section 8.07 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO THE LIMITATIONS IN SECTION 8.08, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SERVICES AND GE DIGITAL OFFERINGS ARE PROVIDED AS-IS AND "WITH ALL FAULTS", THAT BAKER HUGHES ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON THE SERVICES AND GE DIGITAL OFFERINGS AND GE DIGITAL MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH HEREIN, GE DIGITAL HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES AND GE DIGITAL OFFERINGS, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRINGEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BAKER HUGHES HEREBY ACKNOWLEDGE SUCH DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND SUBJECT TO THE LIMITATIONS IN SECTION 8.08, THE PARTIES ACKNOWLEDGE AND AGREE THAT BAKER HUGHES CONTENT IS PROVIDED AS-IS AND "WITH ALL FAULTS", THAT GE DIGITAL ASSUMES ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO ITS USE OF AND RELIANCE UPON BAKER HUGHES CONTENT, EXCEPT FOR GE DIGITAL'S RELIANCE UPON THE BAKER HUGHES CONTENT TO MEET ITS OBLIGATIONS TO BAKER HUGHES, AND BAKER HUGHES MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO, EXCEPT AS EXPRESSLY SET FORTH HEREIN, BAKER HUGHES HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING BAKER HUGHES CONTENT, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, NONINFRIGNEMENT, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND GE DIGITAL HEREBY ACKNOWLEDGE SUCH DISCLAIMER.

Section 8.08 Limitations of Liability. EXCEPT FOR CLAIMS ARISING FROM (A) BREACH OF CONFIDENTIALITY, OR (B) INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY, NEITHER PARTY, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL BE LIABLE HEREUNDER FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF PROFITS OR REVENUE, USE, GOODWILL, DATA, OR COSTS OF SUBSTITUTE GOODS OR SERVICES, REGARDLESS OF THE THEORY OF LIABILITY (INCLUDING NEGLIGENCE).

BAKER HUGHES SHALL NOT USE THE MONITORED EQUIPMENT IN CONNECTION WITH NUCLEAR POWER FACILITIES OR LIFE SUPPORT EQUIPMENT AND AS BETWEEN THE PARTIES TO THIS AGREEMENT, BAKER HUGHES IS SOLELY RESPONSIBLE FOR, AND BEARS ALL RISKS ASSOCIATED WITH THE CONTROL, OPERATION, AND USE OF MONITORED EQUIPMENT IN CONNECTION WITH NUCLEAR POWER FACILITIES AND ANY REAL TIME OR ULTRA HAZARDOUS ACTIVITIES. GE DIGITAL, INCLUDING ITS AFFILIATES AND LICENSORS, SHALL NOT BE LIABLE FOR DAMAGES UNDER THIS AGREEMENT ARISING OUT OF A DATA BREACH, CYBER ATTACK, OR OTHER SECURITY BREACH, EXCEPT TO THE EXTENT CAUSED BY GE DIGITAL'S BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT. EACH PARTY'S CUMULATIVE LIABILITY FOR CLAIMS ARISING UNDER THIS AGREEMENT SHALL BE LIMITED TO THE CUMULATIVE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE ONE (1) YEAR PERIOD PRECEDING THE EVENTS GIVING RISE TO THE CLAIM, EXCEPT FOR CLAIMS ARISING FROM (A) BREACH OF CONFIDENTIALITY, (B) BAKER HUGHES' OBLIGATION TO INDEMNIFY GE DIGITAL FOR THIRD PARTY CLAIMS RESULTING FROM ADDITIONAL OR DIFFERENT TERMS OR (C) INFRINGEMENT OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE OTHER PARTY.

Section 8.09 No Reporting Obligations. Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto, neither GE Digital nor any of its Affiliates, or any of their respective Representatives, shall be obligated, pursuant to this Agreement or any Schedule hereto, as part of or in connection with the Services provided hereunder, as a result of storing or maintaining any data referred to herein or in any Schedule hereto, or otherwise, to prepare or deliver any notification or report to any Governmental Authority (including any taxing authority) or other Person on behalf of Baker Hughes or any of its Affiliates, or any of their respective Representatives.

ARTICLE IX

DISPUTE RESOLUTION

Section 9.01 Dispute Resolution.

(a) Any dispute arising out of or in connection with this Agreement between GE Digital and Baker Hughes should be resolved as rapidly as possible by discussion between the GE Digital Services Manager and the Baker Hughes Services Manager. If a dispute cannot be resolved between the GE Digital Services Manager and the Baker Hughes Services Manager within four (4) weeks of the dispute arising, the GE Digital Services Manager and the Baker Hughes Services Manager should escalate the dispute to the Chief Digital Officer of Baker Hughes and the Chief Digital Officer of GE Digital to negotiate in good faith for an additional twenty (20) days (or such longer period as the Parties may agree). If at the end of such time such Persons are unable to resolve such dispute amicably, then such dispute shall be resolved in accordance with the dispute resolution process referred to in Section 9.01(b), provided that such dispute resolution process shall not modify or add to the remedies available to the Parties under this Agreement.

(b) If the Parties are unable to resolve a dispute in accordance with Section 9.01(a), then either Party to the dispute may within fifteen (15) days thereafter submit such dispute for non-binding mediation administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The mediation will be conducted by a single mediator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the mediator, and in scheduling the mediation. Such Parties agree that they will participate in the mediation in good faith, and that they will share equally in the costs of utilizing the AAA and the mediator. The place of mediation will be New York, New York. If the dispute has not been resolved pursuant to such mediation procedure within thirty (30) days of the initiation of such procedure, except where such time has been extended by the mutual written agreement of the Parties to the dispute, then the controversy will be submitted to the AAA for binding arbitration in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The arbitration will be conducted by a single arbitrator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the arbitrator, and in scheduling the arbitration. Should the Parties be unable to come to agreement as to the arbitrator, the Parties shall request AAA to appoint an arbitrator. Such Parties further agree that they will participate in the arbitration in good faith, and that they will share equally in the costs of utilizing the AAA and the arbitrator. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. Unless otherwise agreed by such Parties, the mediator will be disqualified from serving as the arbitrator in the dispute.

ARTICLE X

TERM AND TERMINATION

Section 10.01 Term and Termination.

(a) This Agreement shall commence immediately upon its execution on the Closing Date and shall terminate on the Trigger Date with respect to all GE Digital Offerings under this Agreement unless otherwise specified in a Statement of Work or Order (the "Term").

(b) (i) Without prejudice to Baker Hughes' rights with respect to a Force Majeure, a Baker Hughes Entity may from time to time terminate this Agreement: (A) with respect to any Services, for any reason or no reason upon providing two hundred thirty (230) days' prior written notice to GE Digital or any longer notice period necessary for GE Digital to avoid incurring any Termination Charges; (B) with respect to any GE Digital Offerings, if GE Digital has failed to perform any of its material obligations under this Agreement with respect to such GE Digital Offerings, and such failure shall continue to exist forty-five (45) days after receipt by GE Digital of written notice of such failure from Baker Hughes; (C) immediately upon mutual agreement of the Parties; and (ii) GE Digital may terminate this Agreement with respect to one or more GE Digital Offerings, in whole but not in part, at any time upon prior written notice to Baker Hughes if Baker Hughes has failed to perform any of its material obligations under this Agreement relating to such GE Digital Offering, and such failure shall be continued uncured for a period of forty-five (45) days after receipt by Baker Hughes of a written notice of such failure from GE Digital.

The relevant Schedule shall be updated to reflect any terminated GE Digital Offering. In the event that any GE Digital Offering is terminated other than at the end of a month, the Charge associated with such GE Digital Offering shall be pro-rated appropriately.

Section 10.02 Termination Charges. Upon termination or reduction of any GE Digital Offering pursuant to this Agreement (other than due to GE Digital's insolvency), prior to the required notification periods in Section 10.01(b)(i), the applicable Baker Hughes Entity and GE Digital shall determine and mutually agree upon any applicable Termination Charges to be invoiced.

Section 10.03 Effect of Termination. Upon termination of any GE Digital Offering pursuant to this Agreement, GE Digital will have no further obligation to provide the GE Digital Offering, and the relevant Baker Hughes Entity will have no obligation to pay any future Charges relating to any such GE Digital Offering; provided that Baker Hughes shall remain obligated to GE Digital for the (i) Charges, any other fees, costs and expenses owed and payable in respect of the GE Digital Offering provided prior to the effective date of termination and (ii) Termination Charges. In connection with termination of any GE Digital Offering, the provisions of this Agreement not relating solely to such terminated GE Digital Offering shall survive any such termination, and in connection with a termination of this Agreement, Article I, Article VIII (with respect to the limitations set forth therein), Article IX, Article X, Article XI, all confidentiality obligations under this Agreement and liability for all due and unpaid Charges and Termination Charges shall continue to survive indefinitely.

Section 10.04 Force Majeure.

(a) No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. Each Party (or such Person) shall exercise its reasonable efforts in good faith to minimize the effect of Force Majeure on its obligations, and the standard of care that GE Digital shall provide in delivering a GE Digital Offering after a Force Majeure shall be substantially the same as the standard of care that GE Digital provides to its Affiliates and its other business components with respect to such GE Digital Offering.

(b) During the period of a Force Majeure, Baker Hughes shall be entitled to seek an alternative provider with respect to such Service(s) or Product(s) and shall be entitled to permanently terminate such Service(s) or Product(s) (and shall be relieved of the obligation to pay Charges for such Services(s) or Product(s) throughout the duration of such Force Majeure) if a Force Majeure shall continue to exist for more than fifteen (15) consecutive days, it being understood that Baker Hughes shall not be required to provide any advanced notice of such termination to GE Digital.

ARTICLE XI

GENERAL PROVISIONS

Section 11.01 Independent Contractors. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties or their Affiliates and that all GE Digital Offerings are provided by GE Digital, its Affiliates and their designees as an independent contractor. In matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents and such employees or agents will not be considered employees or agents of any other Party nor will they be required to report to management of any other Party or be deemed to be under the management or direction of any other Party. No Party will have any right, power or authority to create any obligation, express or implied, on behalf of any other Party except to the extent expressly provided herein.

Section 11.02 Treatment of Confidential Information.

(a) The Parties shall not, and shall cause all other Persons providing Services, Products or having access to information of the other Party that is known to such Person as confidential or proprietary ("Confidential Information") not to, disclose to any other Person or use, except for purposes of this Agreement, any Confidential Information of the other Party; provided, however, that each Party may disclose Confidential Information of the other Party, to the extent permitted by applicable Law: (i) to its Representatives and Affiliates on a need-to-know basis in connection with the performance of such Party's obligations under this Agreement; (ii) in any report, statement, testimony, authorization or approval request, notice, filing or other submission to any Governmental Authority having jurisdiction over the disclosing Party; or (iii) in order to comply with applicable Law, or in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing Party in the course of any litigation, investigation or administrative proceeding. In the event that a Party becomes legally compelled (based on advice of counsel) by Law, deposition, interrogatory, request for documents subpoena, civil investigative demand or similar judicial or administrative process to disclose any Confidential Information of the other Party, such disclosing Party shall provide the other Party with prompt prior written notice of such requirement, and, to the extent reasonably practicable, cooperate with the other Party (at such other Party's expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing Party may furnish only that portion of the Confidential Information that has been legally compelled, and shall exercise its reasonable efforts in good faith (at such other Party's expense) to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) Each Party shall, and shall cause its Representatives to, protect the Confidential Information of the other Party by using the same degree of care to prevent the unauthorized disclosure of such as the Party uses to protect its own confidential information of a like nature, and in no event less than commercially reasonable care.

(c) Each Party shall direct its Representatives to comply with the same restrictions on use and disclosure of Confidential Information and bind such Party in advance of the disclosure of any such Confidential Information to such Representatives. Each Party shall be responsible for any failure by its Representatives to comply with the restrictions on use and disclosure of Confidential Information contained herein.

(d) Each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of Services or Products hereunder.

Section 11.03 Audit. Not more than once each calendar year during the term of this Agreement, upon thirty (30) days' advance written notice, either Party may audit (or cause an independent third-party auditor to audit), during regular business hours and in a manner that complies with the building and security requirements of the Party being audited, the books, records and facilities of the other Party pertaining solely (a) to the provision and use of GE Digital Offerings pursuant to this Agreement to the extent necessary to determine such Party's compliance with this Agreement and (2) the Charges that have been invoiced. Any audit conducted under this Section 11.03 shall not interfere unreasonably with the operations of such Party. The Party requesting the audit shall pay the costs of conducting such audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement, and may only be disclosed pursuant to Section 11.02.

Section 11.04 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

Section 11.05 Notices. Except with respect to routine communications between the GE Digital Services Manager and the applicable Baker Hughes Entity under Section 2.04, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 11.05.

(a) If to GE Digital:

GE Digital LLC
2623 Camino Ramon, San Ramon, CA 94583
Attention: General Counsel

(b) If to Baker Hughes:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

Section 11.06 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

Section 11.07 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of GE Digital or Baker Hughes, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

Section 11.08 Amendment; Waiver. No provision of this Agreement, including any Exhibits, Annexes or Schedules thereto, may be amended, supplemented, waived or modified except by a written instrument making specific reference hereto or thereto signed by all the Parties. No waiver of any breach of or non-compliance with this Agreement shall be deemed to be a waiver of any other or subsequent breach or non-compliance.

Section 11.09 Governing Law. This Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

Section 11.10 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 11.11 Assignment. This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void; provided, however, GE Digital may assign any or all of its rights and obligations under this Agreement in connection with a sale or disposition of any assets or lines of business of GE Digital, provided that the transferee of such assets shall agree in writing to be bound by the terms of this Agreement as if named as a “Party” hereto.

Section 11.12 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph, Exhibit and Schedule are references to the Articles, Sections, paragraphs, Exhibits, Annexes and Schedules of this Agreement unless otherwise specified; (c) the terms "hereof", "herein", "hereby", "hereto", and derivative or similar words refer to this entire Agreement, including the Schedules, Annexes and Exhibits hereto; (d) references to "$" means U.S. dollars; (e) the word "including" and words of similar import when used in this Agreement means "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) GE Digital and Baker Hughes have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Agreement; (k) a reference to any Person includes such Person's successors and permitted assigns; (l) any reference to "days" means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 11.13 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of GE Digital or Baker Hughes shall have any liability for any obligations or liabilities of such Party under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 11.14 Export Law Compliance. Each Party shall be responsible for their compliance with applicable United States (or other jurisdictions as applicable) export laws, rules and regulations as related to their performance under this Agreement.

Section 11.15 The GE Integrity Guide for Suppliers, Contractors and Consultants. Each Party covenants that it is committed to unyielding integrity and will act in a manner consistent with the GE Integrity Guide for Suppliers, Contractors and Consultants, a copy of which is available in several languages at the following link: http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm and the Baker Hughes Code of Conduct.

Section 11.16 Subcontractor Flow Downs for United States Government Commercial Items Contracts. If the Services being procured by Baker Hughes are in support of a United States government end customer or an end customer funded in whole or part by the United States government, directly or through a prime contractor, Baker Hughes shall expressly identify such use of any New Service in the Request for New Services and as necessary will agree to include compliance as necessary with the terms and conditions applicable to services procured for the United States government located at the following link: http://www.gesupplier.com/html/GEPolicies.htm.

Section 11.17 No Conflict. In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Statement of Work, the terms and conditions of this Agreement shall prevail, unless a Statement of Work specifically references the provisions of this Agreement that are inconsistent therewith (or it is reasonably apparent from the face of the Statement of Work that such provisions were meant to be specifically referenced and were inadvertently not so referenced), in which case the terms and conditions of such Statement of Work shall prevail. The Parties shall modify any provisions of this Agreement to the extent necessary to comply with the local Laws of the jurisdiction in which such Statement of Work is executed.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GE DIGITAL LLC

By: /s/ Katherine Butler
Name: Katherine Butler
Title: General Counsel

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

Exhibit 10.11

EXECUTION VERSION

INTERCOMPANY SERVICES AGREEMENT

dated as of July 3, 2017

between

GENERAL ELECTRIC COMPANY

and

BAKER HUGHES, A GE COMPANY, LLC

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SCHEDULES

INTERCOMPANY SERVICES AGREEMENT

This Intercompany Services Agreement, dated as of July 3, 2017 (as amended, modified or supplemented from time to time in accordance with its terms, this "Agreement"), is made between General Electric Company, a New York corporation ("GE"), and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("Baker Hughes").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation ("BHGE"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, BHGE, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE will combine its oil and gas business ("GE O&G") with BHI to create BHGE;

WHEREAS, pursuant to the Transaction Agreement, upon closing of the transaction, BHGE will operate as a public company traded on the New York Stock Exchange with approximately 62.5% of the voting stock owned by GE and approximately 37.5% of the voting stock owned by public shareholders;

WHEREAS, the Transaction Agreement requires delivery of this Agreement at the Closing Date; and

WHEREAS, in furtherance of the transactions contemplated by the Transaction Agreement, the Parties (as defined below) desire that (i) GE shall provide or cause to be provided to Baker Hughes (and/or its Affiliates on or after the date hereof, collectively hereinafter referred to as the "Baker Hughes Entities") certain services and (ii) Baker Hughes shall provide or cause to be provided to GE (and/or its Affiliates on the date hereof immediately after giving effect to the Closing, collectively hereinafter referred to as the "GE Entities") certain services, in each case of (i) and (ii), in accordance with the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

SECTION 1.01 Certain Defined Terms.

(a) Unless otherwise defined herein, all capitalized terms used herein shall have the same meaning as in the Transaction Agreement.

(b) The following capitalized terms used in this Agreement shall have the meanings set forth below:

"Administrative Services" shall have the meaning set forth in Section 2.01(a)(i).

"Additional Baker Hughes Provided Services" shall have the meaning set forth in Section 2.06.

"Additional GE Provided Services" shall have the meaning set forth in Section 2.05.

"Additional Services" means the Additional GE Provided Services and the Additional Baker Hughes Provided Services, as applicable.

"Affiliate" means any individual, company, organization or other entity that, directly or indirectly, is controlled by, controls or is under common control with such Party by ownership, directly or indirectly, of more than fifty percent (50%) of the stock entitled to vote in the election of directors or, if there is no such stock, more than fifty percent (50%) of the ownership interest in such individual or entity. For the purposes of this Agreement, (i) references to GE's "Affiliates" shall be deemed to exclude the Baker Hughes Entities and (ii) references to the Baker Hughes Entities' "Affiliates" shall be deemed to exclude GE and its Subsidiaries that are not within the Baker Hughes Entities.

"Ancillary Agreements" shall have the meaning ascribed to it in the Transaction Agreement.

"Agreement" shall have the meaning set forth in the Preamble.

"Background IP" means Intellectual Property and Technology owned, Controlled, created or acquired by or on behalf of a Party or its Affiliates prior to the applicable date of the provision of a Service.

"Baker Hughes" shall have the meaning set forth in the Preamble.

"Baker Hughes Entities" shall have the meaning set forth in the Recitals.

"Baker Hughes Facilities" shall have the meaning set forth in Section 5.04(a).

"Baker Hughes Global Services Contract" means each contract or other arrangement or agreement (whether for the purchase or supply of goods or services) set forth below, between or among Baker Hughes or its Affiliates, on the one hand, and a third party, on the other hand, which contract or other arrangement or agreement is multi-national, regional or global in scope, and by virtue of such scope is applicable to, and was entered into by the parties thereto in consideration of its applicability to, more than one Baker Hughes Entity, or one or more of Baker Hughes or its Affiliates, in each case, in respect of:

(i) certain master purchase and sale agreements for the sale and purchase of certain goods and services (other than those provided for under the Supply Agreement), as mutually identified and agreed to by the parties; and

(ii) joint tendering by the Baker Hughes Entities for business of or services to certain third parties, as mutually identified and agreed to by the parties.

"Baker Hughes Provided Collaboration Services" means the services to be provided by any Baker Hughes Entity under any Collaboration Agreement.

"Baker Hughes Provided Deliverable" means any deliverable or work product to be delivered by a Baker Hughes Entity to the applicable R&D Services Recipients as specified in a Baker Hughes Statement of Work.

"Baker Hughes Provided Facility Service" means an arrangement in which Baker Hughes has granted, or has caused one or more of its Affiliates to grant, to GE a limited license to use and access space at a Baker Hughes Facility under Section 5.04.

"Baker Hughes Provided R&D Services" means specialized and tailored technology research and development services, related to one or more GE Entity's service or product offerings, offered by the applicable Affiliate or division of Baker Hughes on a contracted basis to a GE Entity.

"Baker Hughes Provided R&D Services Foreground IP" means all Intellectual Property and Technology created in the course of the performance of the Baker Hughes Provided R&D Services, including that which is reflected in all research records, laboratory notebooks, technical reports and experimental results.

"Baker Hughes Provided Services" means all services to be provided by any Baker Hughes Entity pursuant to this Agreement, including the Baker Hughes Provided Technology Access, Baker Hughes Provided Umbrella Services, Baker Hughes Provided R&D Services, Baker Hughes Provided Facility Services, Baker Hughes Provided Collaboration Services and Additional Baker Hughes Provided Services.

"Baker Hughes Provided Technology Access" means GE's confidential access to any Baker Hughes Entity's proprietary Technology and related developments and enhancements thereto, in each case, related or applicable to one or more GE Entities' operations, products or service offerings (including Directed Industry R&D) in a manner in which GE and its Affiliates received similar access from GE O&G during the Baseline Period (for the avoidance of doubt, such access shall not include Baker Hughes Provided R&D Services). For the avoidance of doubt, the Baker Hughes Provided Technology Access includes GE's and its Affiliates' access to such items of Baker Hughes Incorporated or any of its Affiliates immediately prior to the Closing.

"Baker Hughes Provided Umbrella Services" shall have the meaning set forth in Section 2.02(b).

"Baker Hughes Services Manager" shall have the meaning set forth in Section 4.01(b).

"Baker Hughes Statement of Work" shall have the meaning set forth in Section 3.01(b).

"Baseline Period" means the 12-month period immediately preceding October 30, 2016.

"BHGE" shall have the meaning set forth in the Recitals.

"Business" shall have the same meaning as the term "GE O&G" set forth in the Transaction Agreement.

"Business Day" means a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

"CA Services" means, collectively, GE Provided Technology Access and the Administrative Services.

"Closing" shall have the meaning ascribed to it in the Transaction Agreement.

"Confidential Information" shall have the meaning set forth in Section 10.03(a).

"Control" or "Controlled" means, with respect to Intellectual Property or Technology, the right to grant a license or sublicense to such Intellectual Property or Technology as provided for herein without (i) violating the terms of any agreement or other arrangement with any third party, (ii) requiring any consent, approvals or waivers from any third party, or any breach or default by the party being granted any such license or sublicense being deemed a breach or default affecting the rights of the party granting such license or sublicense or (iii) requiring the payment of material compensation to any third party.

"Collaboration" means any research and technology collaboration between a GE Entity, on the one hand, and a Baker Hughes Entity, on the other, related to one or more product or service offerings.

"Collaboration Agreement" means an agreement executed hereunder to formalize a Collaboration and substantially in the form of Schedule 3.13(a). Collaboration Agreements shall include the agreements listed on Schedule 3.13(d).

"Collaboration Services" means the Baker Hughes Provided Collaboration Services and GE Provided Collaboration Services, as applicable.

"Corporate Assessment" means the payment of $55 million per year by Baker Hughes to GE for so long as the CA Services are provided during the Term, as amended from time to time per Section 5.06(a) hereunder.

"Deliverable" means a GE Provided Deliverable or Baker Hughes Provided Deliverable, as applicable.

"Directed Industry R&D" means continuous scientific research and development with application to the oilfield services industry equipment and service offerings, including optimization technology, end-to-end Software workflows and solutions, customizable framework applications, imaging, acoustic, pressure and sensor technology, telemetry, geophysics and geological modelling and materials science.

"Dockets" means invention disclosures the substance of which is not intended by the owning Party to be protected by trade secret law, pending patent applications and issued patents, in each case, owned by the applicable Party.

"Facilities" shall have the meaning set forth in Section 5.04(c).

"Facility Costs" shall have the meaning set forth in Section 5.06(d).

"Force Majeure" means, with respect to a Party, an event beyond the control of such Party (or any Person acting on its behalf) and which by the exercise of reasonable diligence and prudence the Party affected was unable to prevent, including acts of God, storms, floods, riots, fires, sabotage, civil commotion or civil unrest, interference by civil or military authorities, acts of war (declared or undeclared) or armed hostilities or other national or international calamity or one or more acts of terrorism or failure of energy sources. For the avoidance of doubt, the following shall not be deemed Force Majeure events: general adverse changes or fluctuations in the markets in which the Provider operates; financial distress or insufficient financial capability of the Provider to perform the PO, Baker Hughes Statement of Work or GE Statement of Work; or events involving a previous or existing condition at or before the PO, Baker Hughes Statement of Work or GE Statement of Work date.

"GE" shall have the meaning set forth in the Preamble.

"GE Digital Master Products and Services Agreement" means that certain GE Digital Master Products and Services Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE Digital LLC and Baker Hughes.

"GE Entities" shall have the meaning set forth in the Recitals.

"GE Facilities" shall have the meaning set forth in Section 5.04(a).

"GE Global Research" means GE's Global Research organization.

"GE Global Services Contract" means each contract or other arrangement or agreement (whether for the purchase or supply of goods or services) set forth below, between or among GE or its Affiliates (including, for this purpose, GE O&G prior to Closing), on the one hand, and a third party, on the other hand, which contract or other arrangement or agreement is multi-national, regional or global in scope, and by virtue of such scope is applicable to, and was entered into by the parties thereto in consideration of its applicability to, more than one GE

Entity, or one or more of GE or its Affiliates, other than just GE O&G, in each case, in respect of:

(i) certain master purchase and sale agreements for the sale and purchase of certain goods and services (other than those provided for under the Supply Agreement), as mutually identified and agreed to by the parties; and

(ii) joint tendering by the GE Entities for business of or services to certain third parties, as mutually identified and agreed to by the parties.

"GE Materials" shall have the meaning set forth in Section 4.04(a).

"GE Provided Collaboration Services" means the services to be provided by any GE Entity under any Collaboration Agreement.

"GE Provided Deliverable" means any deliverable or work product to be delivered by GE Global Research to the applicable R&D Services Recipients as specified in a GE Statement of Work.

"GE Provided Facility Service" means an arrangement in which GE has granted, or has caused one or more of its Affiliates to grant, to Baker Hughes a limited license to use and access space at a GE Facility under Section 5.04.

"GE Provided R&D Services" means specialized and tailored technology research and development services related to any Baker Hughes Entity's business and operations (including its equipment and service development and offerings) through GE Global Research on a contracted basis.

"GE Provided R&D Services Foreground IP" means all Intellectual Property and Technology created in the course of performance of GE Provided R&D Services, including that which is reflected in all research records, laboratory notebooks, technical reports, experimental results.

"GE Provided Services" means all services to be provided by any GE Entity pursuant to this Agreement, including the CA Services, GE Provided Umbrella Services, GE Provided R&D Services, GE Provided Facility Services, GE Provided Collaboration Services and Additional GE Provided Services.

"GE Provided Technology Access" means Baker Hughes's confidential access to any GE Entity's (other than GE Digital's) proprietary Technology and related developments and enhancements thereto, in each case, related or applicable to one or more Baker Hughes Entities' operations, products or service offerings (including Directed Industry R&D) in a manner in which GE O&G received similar access from GE and its Affiliates during the Baseline Period (for the avoidance of doubt, such access shall not include GE Provided R&D Services). For the avoidance of doubt, the GE Provided Technology Access includes Baker Hughes Incorporated's and its Affiliates' access to such items of GE or any of its Affiliates immediately prior to the Closing.

"GE Provided Umbrella Services" shall have the meaning set forth in Section 2.01(b).

"GE Services Manager" shall have the meaning set forth in Section 4.01(a).

"GE Statement of Work" shall have the meaning set forth in Section 3.01(a).

"Governmental Authority" means any federation, nation, state, sovereign or government, any federal, supranational, regional, state or local political subdivision, any governmental or administrative body, instrumentality, department or agency or any court, administrative hearing body, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government.

"Highly Confidential Information" means Confidential Information of a Party: (i) (A) that is distributed only among a certain limited set of individuals pursuant to such Party's written data classification policy or guideline; and (B) that is appropriately classified with the Party's top level data classification pursuant to the terms of such Party's written data classification policy or guideline; or (ii) where, if such Confidential Information is disclosed improperly, such disclosure would reasonably be expected to have a material and adverse impact on such Party with respect to product investment, timeframe for competitor to replicate, lost revenues, impact on share price, reputational risk and/or any other non-quantitative risks.

"Interest Rate" means the prime rate published in the eastern edition of *The Wall Street Journal* or a comparable newspaper if *The Wall Street Journal* shall cease publishing the prime rate, as of 11:00 a.m. (Eastern time) on each day during the period for which interest is to be paid.

"Indemnified Parties" means, as the case may be, the Party being indemnified, its Affiliates and Representatives, each of whom shall be deemed a third-party beneficiary hereof.

"Intellectual Property" means all the following whether arising under the Laws of the United States or of any other jurisdiction: (i) patents, patent applications (including patents issued thereon), including reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions; (ii) copyrights in works of authorship of any type (including copyrights in Software), mask work rights and design rights, whether or not registered, and registrations and applications for registration thereof, and all rights therein provided by applicable international treaties or conventions, all moral and common law rights thereto, and all other intellectual property rights associated therewith; (iii) trade secrets; (iv) database, computer program and other digital media applications and registrations; and (v) all other industrial and intellectual property rights arising from, or in respect to, Technology.

"IP Cross-License Agreement" means that certain IP Cross-License Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and Baker Hughes.

"Law" means any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

"Local Agreements" shall have the meaning set forth in Section 4.03.

"Long-Term Ancillary Agreements" shall have the meaning ascribed to it in the Transaction Agreement.

"Losses" means all losses, damages, costs, expenses, and liabilities actually suffered or incurred and paid (including reasonable attorneys' fees).

"Party" means GE and Baker Hughes individually, and "Parties" means GE and Baker Hughes collectively, and, in each case, their permitted successors and assigns.

"Portfolio Reviews" shall have the meaning set forth in Section 3.09(a).

"POs" means purchase orders issued by GE or Baker Hughes or any of their Affiliates to GE or Baker Hughes or any of their Affiliates, as the case may be, for Umbrella Services or Additional Baker Hughes Provided Services, as the case may be, during the Term.

"Project" means any specific research and development activities identified as a "Project" in the applicable GE Statement of Work or Baker Hughes Statement of Work.

"Project Leader" shall have the meaning set forth in Section 3.01(e)(v).

"Provider" means the Party or its Subsidiary or Affiliate providing a service under this Agreement.

"Producer Price Index" means the Producer Price Index as published by the United States Department of Labor, Bureau of Labor Statistics or any substitute index hereafter adopted by the United States Department of Labor.

"R&D Services" means the GE Provided R&D Services and the Baker Hughes Provided R&D Services, as applicable.

"R&D Services Foreground IP" means the GE Provided R&D Services Foreground IP and Baker Hughes Provided R&D Services Foreground IP, as applicable.

"R&D Services Provider" means a Person providing R&D Services pursuant to this Agreement.

"R&D Services Recipient" means a Person to which R&D Services are being provided pursuant to this Agreement.

"Recipient" means the Party or its Subsidiary or Affiliate to whom a service under this Agreement is being provided.

"Representative" of a Person means any director, officer, employee, agent, consultant, accountant, auditor, attorney or other representative of such person.

"Schedule" means each of Schedule 2.01(a)(i), Schedule 2.01(b), Schedule 2.01(c), Schedule 2.02(b), Schedule 3.01(c), Schedule 3.13(a), Schedule 3.13(d), Schedule 4.01(a), Schedule 4.01(b), Schedule 5.04(a), Schedule 5.04(b), Schedule 5.04(c), Schedule 5.05(a), Schedule 5.05(b), and Schedule 5.06(g).

"Services" means the GE Provided Services and/or the Baker Hughes Provided Services.

"Service Charges" means Umbrella Service Charges, R&D Fees, Facility Costs, Collaboration Costs, Additional Service Fees and the Corporate Assessment, as applicable.

"Shared Manufacturing Arrangement" shall have the meaning set forth in Section 5.05(a).

"Software" means computer software, programs and databases in any form, including (as applicable in context) source code, object code, operating systems, specifications, data, database management code, utilities, graphical user interfaces, software engines, software platforms, data formats, versions thereof, and related materials, documentation, developer notes, comments and annotations.

"Statement of Work" means a GE Statement of Work or Baker Hughes Statement of Work, as applicable.

"Stockholders Agreement" means that certain Stockholders Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and BHGE.

"Supply Agreement" means that certain Supply Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and Baker Hughes.

"Systems" means, collectively, the GE or Baker Hughes Intranet, as applicable, or such other computer software (owned or licensed), networks, hardware, technology or computer-based resources.

"Tax" shall have the meaning ascribed to it in the Transaction Agreement.

"Taxing Authority" means any Governmental Authority responsible for the administration or the imposition of any Tax.

"Technology" means, collectively, designs, formulae, algorithms, procedures, methods, products, services, techniques, ideas, know-how, results of research and development, Software, descriptions, flow-charts, documentation (including user manuals and other training documentation), tools, data, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein.

"Technology Access" means the Baker Hughes Provided Technology Access and the GE Provided Technology Access, as applicable.

"Technology Center Agreement" means that certain agreement among General Electric Company's China Technology Center in Shanghai, China, General Electric Company's John F. Welch Technology Center in Bangalore, India and SUEZ, a French société anonyme.

"Term" shall have the meaning set forth in Section 9.01(a).

"Termination Charges" means any and all fees or expenses (which may include breakage fees, early termination fees or charges, or minimum volume charges) owed to any unaffiliated third-party provider as a result of an early termination or reduction of a service provided hereunder.

"Trademark License Agreement" means that certain Trademark License Agreement, dated as of the date hereof (as it may be amended, supplemented or modified from time to time), between GE and BHGE.

"Transaction Agreement" shall have the meaning ascribed to it in the Recitals.

"Trigger Date" shall have the meaning ascribed to it in the Stockholders Agreement.

"TSA Services" means Services in respect of the Facilities and each Umbrella Service designated on Schedule 2.01(b) or Schedule 2.02(b) as terminable upon sixty (60) days' prior written notice to the Provider of such Umbrella Service of such termination.

"Umbrella Service Charges" shall have the meaning set forth in Section 5.06(b).

"Umbrella Services" means the GE Provided Umbrella Services and the Baker Hughes Provided Umbrella Services, as applicable.

ARTICLE II

SERVICES AND DURATION

SECTION 2.01 GE Services to be Provided. Subject to the terms and conditions of this Agreement, and without limiting any other Services contemplated by this Agreement, GE shall provide (or cause to be provided) to the Baker Hughes Entities the following services:

(a) Administrative Services and GE Provided Technology Access. GE shall continue the arrangements and processes in effect between GE or any of its Affiliates or divisions (in each case excluding GE O&G), on the one hand, and GE Oil & Gas ("GE O&G"), on the other hand, during the Baseline Period in providing to the Baker Hughes Entities (at the

Baker Hughes Entities' option), during the Term, as supplemental (not as a replacement) to the Baker Hughes Entities' existing service infrastructure, services in each of the following areas:

(i) both (A) services as provided by GE's Global Growth Organization to GE O&G during the Baseline Period and (B) general corporate administrative services (in each case, as further described on Schedule 2.01(a)(i)) (collectively, the "Administrative Services"); and

(ii) GE Provided Technology Access subject to Section 10.03(e) and the following:

(A) any of the GE Entities, upon request, shall automatically grant GE Provided Technology Access to any of the Baker Hughes Entities hereunder as a CA Service provided in consideration of the Corporate Assessment, provided that: (x) granting such GE Provided Technology Access involves a level of assistance in terms of time, effort and/or cost that has been provided during the ordinary course of dealings between GE O&G and the GE Entities during the Baseline Period without the requirement for a written statement of work, purchase order or similar documentation; and (y) granting such GE Provided Technology Access would not require such GE Entity to provide or communicate Highly Confidential Information to such Baker Hughes Entity.

(b) GE Provided Umbrella Services. GE shall continue the service arrangements and processes in effect between GE or any of its Affiliates or divisions (in each case excluding GE O&G), on the one hand, and GE O&G, on the other hand, during the Baseline Period by providing to the Baker Hughes Entities (at the Baker Hughes Entities' option and for the applicable Umbrella Service Charge), during the Term, access to the service arrangements made available by GE or any of its Affiliates or divisions to GE O&G during the Baseline Period as further described on Schedule 2.01(b) (the "GE Provided Umbrella Services").

(c) GE Provided R&D Services. GE shall continue the arrangements and processes in effect between GE Global Research and GE O&G during the Baseline Period by providing to the Baker Hughes Entities (at the Baker Hughes Entities' option), during the Term, GE Provided R&D Services as further described in Article III hereof. The technology research and development services and arrangements between GE Global Research and GE O&G set forth on Schedule 2.01(c) that have been entered into prior to the date hereof shall survive in accordance with the terms thereof and shall be subject to Section 10.03(e) if such substantially similar confidentiality is not otherwise provided therein.

(d) Collaborations.If granting the technology access to a Baker Hughes Entity does not fall into Section 2.01(a)(ii)(A) above, then such access shall not be included as a CA Service provided in consideration for the Corporate Assessment and the relevant GE Entity and Baker Hughes Entity shall use good faith efforts to reach agreement upon the terms of a Collaboration Agreement in accordance with Section 3.13, including, if necessary, proposing modifications to the proposed request in order to reach such agreement.

SECTION 2.02 Baker Hughes Services to be Provided. Subject to the terms and conditions of this Agreement, and without limiting any other Services contemplated by this Agreement, Baker Hughes shall provide (or cause to be provided) to the GE Entities the following services:

(a) Baker Hughes Provided Technology Access. Subject to the terms and conditions of this Agreement, Baker Hughes shall provide (or cause to be provided) to GE the Baker Hughes Provided Technology Access, subject to Section 10.03(f) and the following:

(A) any of the Baker Hughes Entities, upon request, shall automatically grant Baker Hughes Provided Technology Access to any of the GE Entities, provided that: (x) granting such Baker Hughes Provided Technology Access involves a level of assistance in terms of time, effort and/or cost that has been provided during the ordinary course of dealings between GE O&G and the GE Entities during the Baseline Period without the requirement for a written statement of work, purchase order or similar documentation; and (y) granting such Baker Hughes Provided Technology Access would not require such Baker Hughes Entity to provide or communicate Highly Confidential Information to such GE Entity.

(b) Baker Hughes Provided Umbrella Services. Baker Hughes shall continue the service arrangements and processes in effect between GE O&G, on the one hand, and GE or any of its Affiliates or divisions (in each case excluding GE O&G), on the other hand, during the Baseline Period by providing to the GE Entities (at the GE Entities' option and for the applicable Umbrella Service Charge), during the Term, access to the service arrangements made available by GE O&G to GE or any of its Affiliates or divisions (in each case excluding GE O&G) during the Baseline Period as further described on Schedule 2.02(b) (the "Baker Hughes Provided Umbrella Services").

(c) Baker Hughes Provided R&D Services. Baker Hughes, to the extent not prohibited by any third party agreement, shall provide to the GE Entities (at the GE Entities' option), during the Term, Baker Hughes Provided R&D Services as further described in Article III hereof.

(d) Collaborations. If granting the technology access to a GE Entity does not fall into Section 2.02(a)(A) above, then the relevant GE Entity and Baker Hughes Entity shall use good faith efforts to reach agreement upon the terms of a Collaboration Agreement in accordance with Section 3.13, including, if necessary, proposing modifications to the proposed request in order to reach such agreement.

SECTION 2.03 Services in Effect on the Closing Date and Purchase Orders for Services.

(a) Services in Effect on the Closing Date. Effective as of the Closing Date, (i) GE shall be entitled to receive Baker Hughes Provided Services (other than Baker Hughes Provided Collaboration Services and Baker Hughes Provided R&D Services) in accordance with the processes, procedures and workflows in effect between GE O&G and GE during the Baseline

Period and (ii) Baker Hughes shall be entitled to receive the GE Provided Services (other than GE Provided Collaboration Services and GE Provided R&D Services) in accordance with the processes, procedures and workflows in effect between GE O&G and GE during the Baseline Period.

(b) Purchase Orders from Baker Hughes to GE; Scheduling.

(i) With respect to each Additional GE Provided Service, Baker Hughes may submit, from time to time, a written request for service (including a PO as applicable) to the GE Services Manager for the initiation of each such service. All such written requests shall contain elements and specifications consistent with each Party's past practice. Each such written request shall be deemed to incorporate by reference the terms and conditions of this Agreement and be numbered and dated.

(ii) Not later than ten (10) Business Days following the GE Services Manager's receipt of such a written request, the GE Services Manager shall determine with the Baker Hughes Services Manager a service provision plan with respect to such Additional GE Provided Service and the inception date for such service. In all respects, the Parties agree to cooperate in good faith in reasonably scheduling the location, timing and dates for the Services. Baker Hughes agrees to use reasonable efforts to provide GE with as much advance notice as is practicable regarding Baker Hughes's scheduling needs.

(iii) The GE Entities (including, for the avoidance of doubt, GE Global Research) shall not discriminate between Baker Hughes, on the one hand, and any other division or business of GE, on the other hand, in the scheduling of the provision of any GE Provided Service; provided, that (A) nothing in this Agreement shall entitle Baker Hughes to any priority over other GE divisions and businesses in such scheduling and (B) in the provision of any GE Provided Services pursuant to this Agreement provided by a division or business unit of GE, such division or business or product unit of GE may give priority to its own product lines or businesses over Baker Hughes in the scheduling of the provision of such GE Provided Service.

(c) Purchase Orders from GE to Baker Hughes; Scheduling.

(i) With respect to each Additional Baker Hughes Provided Service, GE may submit, from time to time, a written request for service (including a PO as applicable) to the Baker Hughes Services Manager for the initiation of each such service. All such written requests shall contain elements and specifications consistent with each Party's past practice. Each such written request shall be deemed to incorporate by reference the terms and conditions of this Agreement and be numbered and dated.

(ii) Not later than ten (10) Business Days following the Baker Hughes Services Manager's receipt of a PO, the Baker Hughes Services Manager shall determine with the GE Services Manager a service provision plan with respect to such Additional Baker Hughes Provided Service and the inception date for such service. In all respects, the Parties agree to cooperate in good faith in reasonably scheduling the location, timing and dates for the Services. GE agrees to use reasonable efforts to provide Baker Hughes with as much advance notice as is practicable regarding GE's scheduling needs.

(iii) The Baker Hughes Entities shall not discriminate between GE, on the one hand, and any division or business of Baker Hughes, on the other hand, in the scheduling of the provision of any Baker Hughes Provided Service; provided, that (A) nothing in this Agreement shall entitle GE to any priority over any Baker Hughes divisions and businesses in such scheduling and (B) in the provision of any Baker Hughes Provided Services pursuant to this Agreement provided by a division or business or product unit of Baker Hughes such division or business or product unit may give priority to its own product lines or business units over GE in the scheduling of the provision of such Baker Hughes Provided Services.

SECTION 2.04 Duration of Services. Subject to the terms of this Agreement, each Provider shall provide or cause to be provided to the applicable Recipients each Service until the date on which such Service is terminated under Article IX hereof.

SECTION 2.05 Additional GE Provided Services.

(a) After the date hereof, if Baker Hughes identifies a service that any GE Entity provided to the Business during the Baseline Period that Baker Hughes reasonably needs in order for the Business to continue to operate in substantially the same manner in which the Business operated during the Baseline Period, and such service was not included in Schedule 2 .01(a)(i) or Schedule 2.01(b) (other than because the Parties agreed in writing that such service shall not be provided), then Baker Hughes and GE shall negotiate in good faith to provide such requested service as an Umbrella Service (such additional services, the "Additional GE Provided Services"). The Provider shall provide such Additional GE Provided Services to the Recipient as the GE Services Manager and the Baker Hughes Services Manager can mutually agree in writing. In the event that the Parties reach an agreement with respect to providing such Additional GE Provided Services, such Additional GE Provided Services shall be deemed Umbrella Services hereunder and, accordingly, the Party requested to provide such Additional GE Provided Services shall provide such Additional GE Provided Services, or cause such Additional GE Provided Services to be provided (following written agreement on any incremental fees, if any, and termination date with respect to such Additional GE Provided Services), in each case, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the extension of the period of duration of any GE Provided Service may be considered Additional GE Provided Services. For Additional GE Provided Services identified within twenty-four months of Closing, GE will give due consideration to a request for a termination notice period of less than seven and a half (7.5) months.

(b) GE shall give due consideration to a request by Baker Hughes for it to provide a service that GE provides to each of its other divisions that is not provided to Baker Hughes because it was not a service provided to the Business during the Baseline Period.

SECTION 2.06 Additional Baker Hughes Provided Services. After the date hereof, if GE identifies a service that the Business provided to GE during the Baseline Period that GE reasonably needs in order to continue to operate in substantially the same manner in

which it operated during the Baseline Period, and such service was not included in Schedule 2.02(b) (other than because the Parties agreed in writing that such service shall not be provided), then Baker Hughes and GE shall negotiate in good faith to provide such requested service as an Umbrella Service (such additional services, the "Additional Baker Hughes Provided Services" and together with the Additional GE Provided Services, the "Additional Services"). The Provider shall provide such Additional Baker Hughes Provided Services to the Recipient as the Baker Hughes Services Manager and the GE Services Manager can mutually agree in writing. In the event that the Parties reach an agreement with respect to providing such Additional Baker Hughes Provided Services, such Additional Baker Hughes Provided Services shall be deemed Umbrella Services hereunder and, accordingly, the Party requested to provide such Additional Baker Hughes Provided Services shall provide such Additional Baker Hughes Provided Services, or cause such Additional Baker Hughes Provided Services to be provided (following written agreement on any incremental fees, if any, and termination date with respect to such Additional Baker Hughes Provided Services), in each case, in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, the extension of the period of duration of any Baker Hughes Provided Service may be considered Additional Baker Hughes Provided Services. For Additional Baker Hughes Provided Services identified within twenty-four months of Closing, Baker Hughes will give due consideration to a request for a termination notice period of less than seven and a half (7.5) months.

SECTION 2.07 Limitations on the Provision of Services.

(a) Notwithstanding anything to the contrary set forth herein, GE shall not be required to provide or cause to be provided any Umbrella Service beyond the scope (in terms of volume and quantity) and manner in which the Services were provided during the Baseline Period. Subject to the terms and conditions hereof, the Parties shall cooperate in good faith to address the provision of Services in the event of material changes in the Business from the Baseline Period.

(b) Except as expressly provided in the Transaction Agreement, in any Ancillary Agreement or any Long-Term Ancillary Agreement, unless required in connection with the performance of or delivery of any Service, Baker Hughes shall cease using (and shall cause its employees to cease using) any services made available by the GE Entities to the Business or their personnel prior to the date hereof and the GE Entities shall cease using (and shall cause their employees to cease using) any services made available by the Business to the GE Entities or their personnel prior to the date hereof.

ARTICLE III

PERFORMANCE OF SERVICES

SECTION 3.01 R&D Services and Statements of Work.

(a) GE Global Research and any Baker Hughes Entities may agree from time to time on certain GE Provided R&D Services to be provided by GE Global Research to such Baker Hughes Entities in accordance with the terms and conditions of this Agreement and certain statements of work issued by one or more Baker Hughes Entity and accepted by GE Global Research, or other written agreements or correspondence (whether or not referring to this Agreement) to be entered into by or exchanged between GE Global Research and such Baker Hughes Entities (each, a "GE Statement of Work").

(b) Baker Hughes and any GE Entities may agree from time to time on certain Baker Hughes Provided R&D Services to be provided by Baker Hughes or its Affiliates to such GE Entities in accordance with the terms and conditions of this Agreement and certain statements of work issued by one or more GE Entity and accepted by Baker Hughes, or other written agreements or correspondence (whether or not referring to this Agreement) to be entered into by or exchanged between Baker Hughes and such GE Entities (each, a "Baker Hughes Statement of Work").

(c) Nothing in this Agreement shall be deemed to obligate a Party to enter into a Statement of Work.

(d) The applicable R&D Services Recipients and R&D Services Providers shall execute a separate Statement of Work for each Project.

(e) All Statements of Work must be in writing and signed by a duly authorized representative of each of the applicable R&D Services Providers and R&D Services Recipients prior to the commencement of any R&D Services under such Statement of Work . Each Statement of Work shall be: (i) deemed a separate agreement between the applicable R&D Services Providers and R&D Services Recipients, and shall be an independent obligation from any other Statement of Work, (ii) deemed to incorporate by reference the terms and conditions of this Agreement, and (iii) numbered and dated. Statements of Work may be in the form set forth in Schedule 3.01(c), and should contain the following elements:

(i) a statement of the scope and objective of the Project;

(ii) a detailed description of the R&D Services to be performed;

(iii) identification of the Deliverables and schedule for delivery;

(iv) projected total and annual funding levels for each identified Project, including the funding level for each R&D Services Recipient, GE, Baker Hughes and/or any Governmental Authority and any specified funding limitations;

(v) for each identified Project, the name of the person designated by each Party (each, a "Project Leader") to serve on such Party's behalf as the primary contact between the Parties for such Project;

(vi) the review and reporting requirements as described under Section 3.05.

(vii) the term of such Statement of Work, including any renewal options, termination rights and related notice periods;

(viii) the personnel, services, material or other resources that the applicable R&D Services Recipients shall provide to enable or support the R&D Services and any other obligations of such R&D Services Recipients;

(ix) identification of applicable export control and government security classifications for the Project(s);

(x) a statement identifying any Persons or business units that are co-sponsoring the applicable R&D Services under such Statement of Work;

(xi) provisions for post-Project disposal, sale, or use of any equipment acquired for any Project(s);

(xii) provisions regarding ownership of R&D Services Foreground IP;

(xiii) any provisions regarding restrictions on the use of any Intellectual Property relevant to such Statement of Work, which shall limit the licenses granted in Section 3.06 and shall control over any provisions related to Intellectual Property in any PO; and

(xiv) such other provisions as are applicable to a specific Statement of Work (which may include representations, warranties and indemnification provisions; provided that in such case, the Provider shall be entitled to adjust the price of such applicable R&D Services to reflect any such risk allocation included in the Statement of Work.

(f) The relevant content of any research records, laboratory notebooks, technical reports, progress reports, invention records, meeting minutes, and other similar business records arising in the course of performance of R&D Services under such Statement of Work shall be owned by the party that owns the related R&D Services Foreground IP pursuant to the terms of this Agreement or such Statement of Work, as applicable, to the extent that such business records are created during the term of this Agreement with respect to R&D Services and relate solely to the provision of R&D Services . The R&D Services Provider may retain copies of any such business records owned by a R&D Services Recipient following the expiration or termination of this Agreement, subject in all respects to the confidentiality restrictions referenced in Article X.

(g) In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Statement of Work, the terms and conditions of this Agreement shall prevail, unless a Statement of Work specifically references the provisions of this Agreement that are inconsistent therewith (or it is reasonably apparent from the face of the Statement of Work that such provisions were meant to be specifically referenced and were inadvertently not so referenced), in which case the terms and conditions of such Statement of Work shall prevail . The Parties shall modify any provisions of this Agreement to the extent necessary to comply with the local Laws of the jurisdiction in which such Statement of Work is executed or the local Laws of the jurisdiction(s) where the R&D Services are rendered while reflecting, to the maximum extent possible, the intent of the Parties reflected herein.

(h) The Parties shall use reasonable efforts in good faith to, (i) in the event the Closing Date occurs prior to November 1, 2017, reach agreement on Statements of Work for the 2018 calendar year and each calendar year thereafter during the Term by November 1 of the prior calendar year, and within thirty (30) days after the Closing Date for the 2017 calendar year and (ii) in the event the Closing Date occurs on or after November 1, 2017, reach agreement on Statements of Work for the 2019 calendar year and each calendar year thereafter during the Term by November 1 of the prior calendar year, and within thirty (30) days after the Closing Date for the 2018 calendar year, in each case to facilitate the R&D Services Providers' allocation of resources in advance . Nothing in this Section 3.01(h) shall preclude the Parties from entering into mutually acceptable Statements of Work at other times.

SECTION 3.02 Project Change. If either a R&D Services Provider or a R&D Services Recipient proposes changes in a Project, the R&D Services Providers and R&D Services Recipients for the applicable Statement of Work shall discuss such changes, but no changes shall be binding unless mutually agreed upon in writing. If the applicable R&D Services Providers and R&D Services Recipients do not agree to any changes proposed with respect to a given Project, either the R&D Services Providers or the R&D Services Recipients may terminate that Project upon providing the other party with at least forty-five (45) days' prior written notice of their intention to terminate, provided that the R&D Services Providers or the R&D Services Recipients, as applicable, shall reimburse the other party for any and all reasonable, direct and documented costs of the early termination; provided, further that the R&D Services Providers and the R&D Services Recipients shall exercise reasonable efforts in good faith to mitigate and reduce such costs, including applying resources to other Projects, where feasible. Other than with respect to the foregoing right of termination, if the R&D Services Recipients fail to agree on a change, the Project scope, funding, timing, and other items shall remain, and the R&D Services shall proceed, as specified in the applicable Statement of Work.

SECTION 3.03 Replacement of Project Leaders. Except as otherwise mutually agreed to in writing in the applicable Statement of Work, each party to a Statement of Work may, in its sole discretion, appoint an adequately qualified new or alternate Project Leader for each Project to manage its obligations hereunder. Each party to a Statement of Work agrees to provide the other parties with written notification, in advance if practical, if and when such party appoints a new or alternate Project Leader.

SECTION 3.04 Subcontracting. A R&D Services Provider may (a) subcontract to a third party that is not its Affiliate up to 15% of the R&D Services on any Statement of Work and (b) subcontract any amount of the R&D Services on any Statement of Work to an Affiliate, in each case of (a) and (b), without the consent of the applicable R&D Services Recipients; provided that such R&D Services Provider shall (i) ensure that R&D Services that it subcontracts to a third party shall be provided in a manner and of a quality consistent with the R&D Services provided by such R&D Services Provider, (ii) ensure that it will not subcontract to a third party any rights that conflict with any (x) Intellectual Property ownership rights referenced in this Agreement or an applicable Statement of Work or (y) the confidentiality restrictions referenced in Article X and (iii) in all cases remain primarily responsible for its obligations hereunder with respect to the scope of the R&D Services, the standard for services as set forth in Article VI hereof and the content of the R&D Services provided to the R&D Services Recipients.

SECTION 3.05 Review and Reporting Requirements.

(a) From time to time as the Parties agree, R&D Services Providers shall hold technical Project reviews . The reporting requirements for each Project shall be specified in the Statement of Work.

(b) The following legal notice shall be affixed to each report furnished by GE Global Research to the Baker Hughes Entities hereunder and resulting from this Agreement which may be distributed other than to the Baker Hughes Entities or GE Global Research:

"This report was prepared by General Electric Company, acting through its Global Research Center (GE Global Research) as an account of work sponsored in whole or in part by [General Electric Company and/or [*Baker Hughes Entity*]]. Information contained in this report may include confidential technical information which is the property of [General Electric Company and/or [*Baker Hughes Entity*]]. Neither General Electric Company, nor [*Baker Hughes Entity*], nor any person acting on their behalf:

(i) makes any warranty or representation, express or implied, with respect to the use of any information contained in this report, or that the use of any information, apparatus, method, or process disclosed in this report may not infringe privately-owned rights; or

(ii) assumes any liabilities with respect to the use of, or for damages resulting from the use of, any information, apparatus, method, or process disclosed in this report."

(c) The following legal notice shall be affixed to each report furnished by Baker Hughes or its applicable Affiliate to the GE Entities hereunder and resulting from this Agreement which may be distributed other than to the GE Entities or Baker Hughes:

"This report was prepared by Baker Hughes, acting through its applicable affiliate or division, as an account of work sponsored in whole or in part by Baker Hughes and/or [*GE Entity*]. Information contained in this report may include confidential technical information which is the property of Baker Hughes and/or [*GE Entity*]. Neither Baker Hughes, nor [*GE Entity*], nor any person acting on their behalf:

(i) makes any warranty or representation, express or implied, with respect to the use of any information contained in this report, or that the use of any information, apparatus, method, or process disclosed in this report may not infringe privately-owned rights; or

(ii) assumes any liabilities with respect to the use of, or for damages resulting from the use of, any information, apparatus, method, or process disclosed in this report."

SECTION 3.06 License to Background IP and R&D Services Foreground IP.

(a) Baker Hughes hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the GE Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense (except pursuant to Section 3.04), to any of its or their Background IP and R&D Services Foreground IP, in each case, that is Controlled by Baker Hughes or its Affiliates, solely as applicable, to perform the GE Provided R&D Services to be provided by GE Global Research under an applicable GE Statement of Work (whether or not listed in the applicable GE Statement of Work) for the term of such applicable GE Statement of Work.

(b) GE hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the Baker Hughes Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense (except pursuant to Section 3 .04), to any of its or their Background IP and R&D Services Foreground IP, in each case, that is Controlled by GE or its Affiliates solely, as applicable, to perform the Baker Hughes Provided R&D Services to be provided by the Baker Hughes Entities under an applicable Baker Hughes Statement of Work (whether or not listed in the applicable Baker Hughes Statement of Work) for the term of such applicable Baker Hughes Statement of Work.

SECTION 3.07 Ownership of Intellectual Property.

(a) Any Intellectual Property created by or on behalf of a Provider or jointly by or on behalf of the Parties during the provision of Technology Access and any Umbrella Services listed under the categories of "Engineering Services" or "IT" under Schedule 2.01(b) or Schedule 2.02(b) shall be owned by such Provider.

(b) Any Intellectual Property developed in connection with a Collaboration shall be owned by the party specified in the applicable Collaboration Agreement.

(c) Ownership of any R&D Services Foreground IP shall be agreed upon by the Parties in the applicable Statement of Work.

(d) Any Intellectual Property created during the provision of any Service (other than Technology Access, R&D Services, Collaboration Services and any Umbrella Services listed under the categories of "Engineering Services" or "IT" under Schedule 2.01(b) or Schedule 2.02(b)) by or on behalf of a Provider, (i) without joint inventorship by the Recipient, shall be owned by such Provider and (ii) with joint inventorship by the Recipient, shall be owned jointly by such Provider and Recipient.

SECTION 3.08 Patent Prosecution and Costs. Unless otherwise agreed to in the relevant Statement of Work and subject to Section 3.09, the designated owner of the R&D Services Foreground IP arising under a particular Statement of Work shall have the option of preparing, filing, and prosecuting patent applications, and for maintaining all U.S. and foreign patents and patent applications thereon, including the payment of any fees applicable to the foregoing. Each Party shall be responsible for managing its own inventor remuneration program, if it so chooses to have one, including making any payments due to its personnel in connection with any Intellectual Property developed in connection with the Services provided hereunder. Each Party shall remain responsible for inventor remuneration required by local laws for its own inventors in connection with any Intellectual Property developed in connection with the services provided hereunder.

SECTION 3.09 Portfolio Reviews for R&D Services Foreground IP.

(a) The Parties shall provide agreed reports no less than twice per year setting forth a review of the portfolio of R&D Services Foreground IP ("Portfolio Reviews") . In each Portfolio Review report, the owner of each Docket of R&D Services Foreground IP shall inform the other Party about whether it will: (i) prepare, file, prosecute, or maintain (including no longer accepting responsibility for any such costs and fees), as the case may be, any patents or patent applications on that Docket of R&D Services Foreground IP during the upcoming six (6)-month period; or (ii) make public, as part of a defensive publication or otherwise, that Docket of R&D Services Foreground IP.

(b) If either Party decides to no longer prepare, file, prosecute or maintain, as the case may be, patents or patent applications based on any R&D Services Foreground IP Dockets, the other Party shall have the option to prepare and/or assume ownership of such patent or patent application, for no additional consideration to such first Party . If such other Party exercises this option and acquires ownership of such patent or patent application, such first Party shall execute all documents reasonably required to vest all of their right, title and control in the patent or patent application in such other Party, and shall deliver the relevant dockets, invention disclosures, file wrappers, and similar materials for the transferred patent or patent application to such other Party.

(c) If any Party decides to make public any R&D Services Foreground IP that is not the subject of a pending patent application, such Party shall provide notice to the other Party and an opportunity for such other Party to remove any of its Confidential Information from such public disclosure. Such other Party shall have ninety (90) days from receipt of such notice to respond. If such other Party does not respond during such ninety (90) day period, the first Party's public disclosure shall be deemed approved.

(d) Without limiting the generality of the foregoing Section 3.09(a), Section 3.09(b) and Section 3.09(c), each Party shall use their reasonable efforts in good faith to provide the other Party written notice of their intention not to file, prosecute, or maintain any Docket of R&D Services Foreground IP at least ninety (90) days prior to any known statutory bar dates, cut-off dates, abandonment dates, statutory office action response dates, hearings, or other equivalent deadlines set by any United States or foreign court, or by U.S. Patent and Trademark Office or foreign equivalent office, with respect to such docket.

SECTION 3.10 License to Transferred R&D Services Foreground IP and Accessed Intellectual Property. If a Party transfers ownership of any R&D Services Foreground IP under Section 3.09 or any Intellectual Property that a Party is granted access to pursuant to this Agreement, such Intellectual Property shall be licensed pursuant to the IP Cross-License Agreement. For the avoidance of doubt, nothing herein shall grant the recipient of such technology access any broader rights to use the Intellectual Property or technology accessed therefrom than the rights provided under the IP Cross-License Agreement.

SECTION 3.11 Governmental Restrictions and Approvals; Certain Other Restrictions. The assignments, restrictions and licenses contemplated in Section 3.06, Section 3.07, Section 3.10 and Section 3.13 of this Agreement shall be subject to any required Governmental Authority approvals, disclosures, restrictions or reservations, including any of the foregoing that arise out of the funding of any Statement of Work, in whole or in part, by a Governmental Authority. The Parties shall use reasonable efforts in good faith to obtain any and all such approvals that may be required and to ensure any required disclosures are timely made. GE's obligation to provide GE Provided R&D Services and services pursuant to a Collaboration shall be subject to any restrictions set forth in the Technology Center Agreement.

SECTION 3.12 Third-Party IP. If a R&D Services Provider requires any license or other rights to third-party Intellectual Property or Technology in order to provide R&D Services, such R&D Services Provider shall notify the applicable R&D Services Recipients in writing as soon as practicable after such R&D Services Provider identifies such a requirement. The Parties acknowledge and agree that there can be no assurance that such licenses or other rights will be successfully obtained or obtained on acceptable terms and, where such licenses or other rights are identified after a Statement of Work has been entered into, the applicable R&D Services Recipients and R&D Services Provider shall agree to work together in good faith to resolve the issue, which may include changing the scope of or terminating such Statement of Work.

SECTION 3.13 Collaborations.

(a) A GE Entity, on the one hand, and a Baker Hughes Entity, on the other, may agree from time to time to enter into a Collaboration pursuant to the terms of a Collaboration Agreement in a form substantially similar to the Collaboration Agreement set forth on Schedule 3 .13(a); *provided* that any research and technology collaboration with GE's Digital division shall be governed by the terms of the GE Digital Master Products and Services Agreement. Collaboration Agreements should contain the following elements:

(i) projected total and annual funding levels for the collaboration, including the funding level for any Baker Hughes Entity, GE Entity and/or any Governmental Authority and any specified funding limitations;

(ii) provisions regarding ownership of Intellectual Property developed in connection with the collaboration;

(iii) if applicable, provisions regarding restrictions on the use of any Intellectual Property relevant to such Collaboration Agreement which shall limit the licenses granted in this Section 3.13;

(iv) if applicable, provisions regarding additional protections for Highly Confidential Information;

(v) the term of such Collaboration Agreement, including any renewal options, termination rights and related notice periods; and

(vi) such other provisions as are applicable to a specific Collaboration Agreement (which may include representations, warranties and indemnification provisions; *provided* that in such case, the Provider shall be entitled to adjust the price of such applicable Collaboration Services to reflect any such risk allocation included in the Collaboration Agreement.

(b) Baker Hughes hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the GE Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense, to any of its or their Background IP that is Controlled by the Baker Hughes or its Affiliates, solely as applicable, to perform the obligations of the GE Entities under the applicable Collaboration Agreement.

(c) GE hereby grants and agrees to grant, and cause its Affiliates to grant and agree to grant, to the Baker Hughes Entities a royalty-free, fully paid-up, non-exclusive, limited right and license, with no right to sublicense, to any of its or their Background IP that is Controlled by the GE or its Affiliates, solely as applicable, to perform the obligations of the Baker Hughes Entities under the applicable Collaboration Agreement.

(d) The Parties have entered into the Collaboration Agreements listed on Schedule 3 .13(d) prior to the date hereof which shall be governed by the terms and conditions of this Agreement.

(e) In the event of any conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a Collaboration Agreement, the terms and conditions of this Agreement shall prevail, unless a Collaboration Agreement specifically references the provisions of this Agreement that are inconsistent therewith (or it is reasonably apparent from the face of the Collaboration Agreement that such provisions were meant to be specifically referenced and were inadvertently not so referenced), in which case the terms and conditions of such Collaboration Agreement shall prevail . The Parties shall modify any provisions of this Agreement to the extent necessary to comply with the local Laws of the jurisdiction in which such Collaboration Agreement is executed or the local Laws of the jurisdiction(s) where the provisions of such agreement are performed while reflecting, to the maximum extent possible, the intent of the Parties reflected herein.

SECTION 3.14 Reservation of Rights.

(a) All rights not expressly granted by a Party or its Affiliates hereunder are reserved by such Party and its Affiliates . Without limiting the generality of the foregoing, the Parties and their Affiliates expressly acknowledge that nothing contained herein, including, for the avoidance of doubt, any GE Provided Technology Access and Baker Hughes Provided Technology Access, shall be construed or interpreted as a grant, by implication or otherwise, of any rights or licenses other than the rights and licenses expressly set forth in this Article III. The rights and licenses granted in this Article III are subject to, and limited by, any and all licenses, rights, limitations and restrictions with respect to the applicable Intellectual Property or Technology that have been previously granted to or otherwise obtained by any third party prior to the time such Intellectual Property or Technology is assigned or licensed hereunder.

(b) Except as expressly contemplated in any of the other Long-Term Ancillary Agreements, the Parties acknowledge and agree that the terms and conditions of this Agreement do not extend to, or grant rights to either Party under, any of the other Long-Term Ancillary Agreements and any additional agreements entered into thereunder, including the GE Digital Master Products and Services Agreement.

(c) Notwithstanding anything herein to the contrary, this Agreement shall not require GE Digital LLC to provide any Services to the Baker Hughes Entities nor contemplates any access to GE Digital's Intellectual Property or Technology by the Baker Hughes Entities, and the only Services to be provided by GE Digital and access to such of its assets shall be pursuant to the GE Digital Master Products and Services Agreement.

ARTICLE IV

OTHER ARRANGEMENTS

SECTION 4.01 Intercompany Service Managers.

(a) GE hereby appoints and designates the Intercompany Service Manager, or Managers as the case may be, as indicated in Schedule 4 ..01(a) (the "GE Services Manager"), who will be directly responsible for coordinating and managing the delivery of the GE Provided Services and receipt of the Baker Hughes Provided Services, and have authority to act on GE's behalf with respect to matters relating to this Agreement. The GE Services Manager will work with the personnel of the GE Entities to periodically address issues and matters raised by Baker Hughes relating to this Agreement.

(b) Baker Hughes hereby appoints and designates the Intercompany Service Manager, or Managers as the case may be, as indicated in Schedule 4.01(b) (the "Baker Hughes Services Manager"), who will be directly responsible for coordinating and managing the receipt of the GE Provided Services and delivery of the Baker Hughes Provided Services, and have authority to act on Baker Hughes's behalf with respect to matters relating to this Agreement. The Baker Hughes Services Manager will work with the personnel of Baker Hughes to periodically address issues and matters raised by GE relating to this Agreement.

(c) Notwithstanding the requirements of Section 10.06, all communications from (i) Baker Hughes to GE or (ii) GE to Baker Hughes pursuant to this Agreement regarding material matters (including disputes) that arise with respect to the Services shall be made through the GE Services Manager or the Baker Hughes Services Manager, as applicable, or such other individual or individuals as specified by the GE Services Manager or the Baker Hughes Services Manager, in writing and delivered to GE or Baker Hughes, as applicable, by email with receipt confirmed. Each Party agrees to notify the other Party of the appointment of a different GE Services Manager or Baker Hughes Services Manager, as applicable, if necessary, in accordance with Section 10.06.

SECTION 4.02 Software and Software Licenses.

(a) If and to the extent requested by a Party, the other Party shall use its reasonable efforts in good faith to assist such first Party in its efforts to obtain licenses (or other appropriate rights) to use, duplicate and distribute, as necessary, certain Software necessary for a Provider to provide, or a Recipient to receive, Services; provided, however, that such first Party shall identify the specific types and quantities of any such Software licenses; provided, further, that the other Party shall not be required to pay any fees or other payments or incur any obligations to enable such first Party to obtain any such license or rights in addition to the fees and payments payable by the other Party in respect of any non-seat based enterprise-wide licenses as of the Closing Date; and provided, further, that the other Party shall not be required to seek broader rights or more favorable terms for such first Party than those applicable to GE or Baker Hughes, as the case may be, prior to the date hereof or as may be applicable to GE or Baker Hughes from time to time hereafter. The Parties acknowledge and agree that there can be no assurance that GE's or Baker Hughes's efforts will be successful or that GE or Baker Hughes will be able to obtain such licenses or rights on acceptable terms or at all and, where GE or Baker Hughes enjoys rights under any enterprise, site or similar license grant, the Parties acknowledge that such license typically precludes partial transfers or assignments or operation of a service bureau.

(b) With respect to the provision of any GE or Baker Hughes internal tools or Software (internal or third-party), both Parties will be required to comply with any and all data configuration requirements or modifications applied to all GE or Baker Hughes businesses as directed by GE or Baker Hughes, as applicable. Subject to Section 6.04(b), neither Party will be required to maintain any internal or third-party Software or tools should it (or its businesses) migrate to new programs.

SECTION 4.03 Local Implementing Agreements. The Parties recognize and agree that there may be a need to document the Services in various jurisdictions outside of the United States from time to time. The Parties shall enter into, or cause their respective Affiliates to enter into, local implementing agreements ("Local Agreements") for Services in such jurisdictions, countries or geographical regions as a Party may reasonably request from time to time. Without limiting the generality of the foregoing, should there be any conflict between any term or condition of a Local Agreement and this Agreement, the terms and conditions of this Agreement shall prevail. The Parties agree to cooperate in implementing any such Local Agreement in a manner that does not subject a Provider to income Taxes in a jurisdiction other than those jurisdictions under the laws of which such Provider is organized or is, before the implementation of such Local Agreement, a Tax resident.

SECTION 4.04 Corporate Policies.

(a) GE shall provide Baker Hughes with access to, and hereby grants Baker Hughes the right to use, those corporate policies and manuals (excluding manuals for products or technology) published on the GE Intranet or listed in Schedule 2.01(a) and Schedule 2.01(b) (collectively, the "GE Materials"). Baker Hughes may create materials based on the GE Materials for distribution to employees, suppliers and customers of Baker Hughes for use in the operation of the Business in substantially the same manner as such materials were used during the Baseline Period. It is understood and agreed that GE makes no representation or warranty, express or implied, as to the accuracy or completeness of the GE Materials or as to the suitability of the GE Materials for use by Baker Hughes in respect of its business, the Business or otherwise.

(b) Notwithstanding the foregoing, the text of any materials based upon the GE Materials created by Baker Hughes on behalf of its business or the Business (the "Baker Hughes Materials") may not contain any references to GE except to the extent licensed under the terms of the Trademark License Agreement entered into under the terms of the Transaction Agreement.

(c) Subject to the restrictions set forth in Section 4.04(a) and Section 4.04(b), Baker Hughes's rights to create and use materials based on GE Materials granted pursuant to this Section 4.04 are perpetual and shall survive expiration or termination of this Agreement.

SECTION 4.05 Limitations with Respect to the GE Materials.

(a) GE shall have no obligation (i) to notify Baker Hughes of any changes or proposed changes to any of the GE Materials, (ii) to include Baker Hughes in any consideration of proposed changes to any of the GE Materials, (iii) to provide draft changes of any of the GE Materials to Baker Hughes for review and comment or (iv) to provide Baker Hughes with any updated materials relating to any of the GE Materials. Baker Hughes acknowledges and agrees that, except as expressly set forth above and as between the Parties, GE reserves all rights in, to and under, including all Intellectual Property rights with respect to, the GE Materials and no rights with respect to ownership or use, except as otherwise expressly provided herein, shall vest in Baker Hughes. Baker Hughes shall own all Baker Hughes Materials created in accordance with the terms of this Agreement. Further, Baker Hughes agrees to take reasonable efforts to ensure that the GE Materials are not used for any purpose other than the purposes set forth above, provided, that Baker Hughes shall only be required to take those actions it would consider advisable with respect to protecting the use of Baker Hughes's proprietary or sensitive business materials of a similar nature. In the event that GE determines that Baker Hughes has not materially complied with some or all of its obligations with respect to any or all of the GE Materials, GE may terminate Baker Hughes's rights with respect to such GE Materials upon written notice to Baker Hughes if such material non-compliance remains uncured for a period of thirty (30) days after receipt by Baker Hughes of a written notice thereof from GE and, in such case, GE shall be entitled to require any such GE Materials in Baker Hughes's possession and control to be returned to GE or destroyed (with such destruction certified in writing to GE) promptly after such termination.

(b) If Baker Hughes determines to cease to avail itself of any of the GE Materials referred to in this Article IV or upon termination of any period during which Baker Hughes is permitted to use any of the GE Materials pursuant to Section 4.05(a), GE and Baker Hughes shall cooperate in good faith to take reasonably appropriate actions to effectuate such determination or termination and protect GE's rights and interests in the GE Materials. For the avoidance of doubt, Baker Hughes shall be permitted to use, in perpetuity, any Baker Hughes Materials created in accordance with the terms of this Agreement.

ARTICLE V

ADDITIONAL AGREEMENTS

SECTION 5.01 System Resources and Security.

(a) Except as otherwise expressly provided in the Transaction Agreement, in any Ancillary Agreement, or any Long-Term Ancillary Agreement, or unless required in connection with the performance of or delivery of a Service, each Party shall have the discretion to determine whether to provide to the other Party access and connectivity to the Intranet of such first Party and other owned or licensed Software, networks, hardware or technology of such first Party and its Affiliates or computer-based resources which require a password or are available on a secured access basis. Each Party shall ensure that such access shall be used by such personnel only for the purposes contemplated by, and subject to the terms of, this Agreement, or as otherwise determined by the Parties, and shall access and use only those Systems for which such Party has been granted the right to access and use. In the event that any Service is terminated, the applicable Party's access to the System required solely in connection with the performance of or delivery of such terminated Service shall also be terminated.

(b) If, at any time, a Party determines that any of its personnel has sought to circumvent, or has circumvented, the other Party's or its Affiliates' system security policies, procedures and requirements, or that any of its unauthorized personnel has accessed the Systems, or that any of its personnel has engaged in activities that may lead to the unauthorized access, use, destruction, alteration or loss of data, information or Software of the other Party, such first Party shall promptly terminate any such person's access to the Systems and immediately notify the GE Services Manager or Baker Hughes Services Manager, as applicable. In addition, each Party shall have the right to deny personnel of the other Party access to its Systems upon notice to the other Party in the event that such first Party reasonably believes that such personnel have engaged in any of the activities set forth above or otherwise pose a security concern. Each Party shall use its reasonable efforts in good faith to cooperate with the other Party in investigating any apparent unauthorized access to the Systems. GE and Baker Hughes agree to use their respective reasonable efforts in good faith to cooperate and fully implement the provisions of this Section 5.01 promptly.

(c) In the event of a cyber incident for which a Party reasonably believes its Intranet or other information technology-related resources have been or could be compromised by a malicious threat actor, the other Party agrees that such first Party may take all steps it deems necessary and/or advisable in its sole and absolute discretion to remediate the cyber incident, including termination of or blocking the other Party's, its Affiliates' and its and their personnel's access and connectivity to the Intranet or such other information technology-related resources. If a Party reasonably believes any of the other Party's, its Affiliates or its or their personnel has failed to comply with the security guidelines of such first Party and its Affiliates, the other Party agrees that such first Party may, upon notice to the other Party describing such non-compliance, block the other Party's access and connectivity to the Intranet or such other information technology-related resources until such time as the other Party has remedied such non-compliance in a manner satisfactory to such first Party in its sole discretion.

(d) In the event that any Deliverable under this Agreement includes executable binary code (other than in the ordinary course of the performance of information technology Services and with respect to any Statement of Work), GE or Baker Hughes, as applicable, shall have the right to conduct a cybersecurity assessment of the applicable Deliverables, intended to identify potential cybersecurity vulnerabilities in such Deliverables.

SECTION 5.02 Access.

(a) Baker Hughes shall, and shall cause its Affiliates to, allow GE and its Representatives reasonable access to the facilities of Baker Hughes necessary for GE to fulfill its obligations under this Agreement.

(b) GE shall, and shall cause its Affiliates to, allow Baker Hughes and its Representatives reasonable access to the facilities of GE necessary for Baker Hughes to fulfill its obligations under this Agreement.

(c) Notwithstanding the other rights of access of the Parties under this Agreement, each Party shall, and shall cause its Affiliates to, afford the other Party, its Affiliates and its Representatives, following not less than ten (10) Business Days' prior written notice from the other Party, reasonable access during normal business hours to the facilities, information, systems, infrastructure, and personnel of the relevant Providers as reasonably necessary for the other Party to verify the adequacy of internal controls over information technology, reporting of financial data and related processes employed in connection with the Services, including in connection with verifying compliance with Section 404 of the Sarbanes-Oxley Act of 2002; provided, however, such access shall not unreasonably interfere with any of the business or operations of such Party or its Affiliates.

SECTION 5.03 GE and Baker Hughes Global Services Contracts.

(a) Notwithstanding Section 6.02 of the Transaction Agreement, following the Closing Date, each Party shall, as mutually agreed, (i) allow and cause the other Party to continue as a participating party under all GE Global Services Contracts or Baker Hughes Global Services Contracts (that do not by their terms automatically terminate as to the other Party as a result of the Closing), as applicable, with the same benefits and obligations as GE O&G, Baker Hughes or GE, as applicable, had in respect of such GE Global Services Contracts or Baker Hughes Global Services Contracts, as applicable, during the Baseline Period and (ii) cooperate with the other Party to approach each third-party counterparty to a GE Global Services Contract or Baker Hughes Global Services Contract, as applicable, in respect of which, the other Party, as of the Closing Date, may not qualify for continued participation, to allow for the other Party's continued participation under such GE Global Services Contract or Baker Hughes Global Services Contract, as applicable, in accordance with the terms thereof, in each case, without further payment or consideration by the GE Entities or Baker Hughes Entities, as applicable, for such continued participation by the other Party.

(b) GE's or Baker Hughes's obligation to pay any amount under this Section 5.03 in respect of any GE Global Services Contract or Baker Hughes Global Services Contract, as applicable, shall be determined consistent with the methodology applied in respect of GE's, GE O&G's or Baker Hughes's participation, as applicable, during the Baseline Period, and each Party's participation shall constitute an Umbrella Service for purposes of this Agreement.

SECTION 5.04 Shared Facilities.

(a) GE hereby grants to Baker Hughes a limited license to use and access space at certain facilities and to continue to use certain equipment located at such facilities (including use of office security and badge services), in each case as listed in Schedule 5.04(a) (the "GE Facilities"), for substantially the same purposes as used in the Business during the Baseline Period. Baker Hughes hereby grants, or shall cause one or more of its Affiliates to grant, to GE a limited license to use and access space at certain facilities and to continue to use certain equipment located at such facilities (including use of office security and badge services), in each case as listed in Schedule 5.04(b) (the "Baker Hughes Facilities"), for substantially the same purposes as used by the GE Entities other than the Business during the Baseline Period. For the avoidance of doubt, at each of the GE Facilities and the Baker Hughes Facilities, GE and Baker Hughes, as the case may be, shall, in addition to providing access and the right to use such facilities, provide to the personnel of GE and Baker Hughes, as the case may be, substantially all ancillary services that are provided as of the date hereof to its own employees at such facility, as well as such additional services as it may provide from time to time if the same are requested and agreed, such as, by way of example and not limitation, reception, general repair and maintenance (subject to the immediately following sentence), janitorial, security (subject to the immediately following sentence), mail delivery and telephony services, access to duplication, facsimile, printing and other similar office services, and use of cafeteria, breakroom, restroom and other similar facilities. Unless otherwise provided in the Schedules, such ancillary services (i) shall not include research and development services or medical services and (ii) shall only include (A) in the case of security, those services provided in connection with shared areas of a GE Facility or a Baker Hughes Facility, as the case may be, it being understood that the Provider shall not provide security services to Recipient-specific areas of the Provider's facility (to the extent that it is reasonably practicable for Recipient to provide such services with respect to any such Recipient-specific area) or security passes that permit entrance to Provider-specific areas of Recipient's facility and (B) in the case of maintenance services, those services historically provided that are general in nature and within the scope of customary maintenance of ordinary wear and tear.

(b) After the date hereof, if Baker Hughes identifies a facility that (i) the GE Entities provided to the Business during the Baseline Period that Baker Hughes reasonably needs in order for the Business to continue to operate in substantially the same manner in which the Business operated during the Baseline Period, and such facility was not included in Schedule 5.04(a) (other than because the Parties agreed such facility shall not be included), or (ii) the Business provided to the GE Entities during the Baseline Period that GE reasonably needs in order for the GE Entities to continue to operate in substantially the same manner in which the GE Entities operated during the Baseline Period, and such facility was not included in Schedule 5.04(b) (other than because the Parties agreed such facility shall not be included), then, in each case, Baker Hughes and GE shall negotiate in good faith to provide such requested facility (such additional facilities, the "Additional Facilities"). In the event that the Parties reach an agreement with respect to providing such Additional Facilities, such Additional Facilities shall be deemed Facilities hereunder and, accordingly, the Party requested to provide such Additional Facilities shall provide such Additional Facilities, or cause such Additional Facilities to be provided, in each case, in accordance with the terms and conditions of this Agreement.

(c) The Parties shall permit only their authorized Representatives, contractors, invitees or licensees, to use the Baker Hughes Facilities and GE Facilities (collectively, the "Facilities"), as applicable, except as otherwise permitted by the other Party in writing. If GE or Baker Hughes desires that the other should vacate a Facility, or GE or Baker Hughes desire to

vacate a facility, the other party shall be consulted as soon as reasonably practicable following such decision, and its views taken into consideration in good faith. Notwithstanding the fact that the Parties are occupying each other's Facilities pursuant to a license, the Parties agree that such license is coupled with an interest and each Party waives the right to terminate such license at will. Instead, the Parties shall jointly develop a timeline to vacate the Facility, which timeline shall consider any lease expiration date; provided that notwithstanding the foregoing, GE and Baker Hughes shall each have the right to terminate its occupancy of any Facility listed on Schedule 5.04(c) and its related obligation to pay any Facility Costs with respect to such Facility pursuant to the written notice requirement of such Facility as set forth on Schedule 5.04(c), and such termination shall be without penalty regardless of the terms of any pre-existing lease between any GE Entity and GE O&G. Each Party shall, and shall cause its respective Affiliates, Representatives, contractors, invitees or licensees to, vacate the other Party's Facilities at or prior to the earlier of (i) the agreed date and (ii) the termination of such Service pursuant to Article IX hereof, and shall deliver over to the other Party or its Affiliates, as applicable, the Facilities in the same repair and condition at that date as on the date hereof, ordinary wear and tear excepted; provided, however, that in the event that the third-party lease for a Facility specifies otherwise, the Party vacating a Facility shall deliver over such Facility in such repair and condition (consistent with Recipient's past practices and taking into account the date that the Party began its occupation of such Facility) as set forth in the third-party lease. All tangible Baker Hughes assets that are located at a GE Facility shall be removed from such property at Baker Hughes's expense and in a manner so as not to unreasonably interfere with the operations of GE and to not cause damage to such property or any facility located thereon. All tangible GE assets that are located at a Baker Hughes Facility shall be removed from such property at GE's expense and in a manner so as not to unreasonably interfere with the operations of Baker Hughes and to not cause damage to such property or any facility located thereon.

(d) In addition to the access rights provided under Section 5.02 hereof, the Parties or their Affiliates, or the landlord in respect of any third-party lease, shall have reasonable access to their respective Facilities from time to time as reasonably necessary for the security and maintenance thereof in accordance with past practice and the terms of any third-party lease agreement, if applicable. To the extent that the Recipient is not insured in respect of a specific liability coverage pursuant to the GE corporate insurance program, the Recipient agrees to maintain commercially appropriate and customary levels (consistent with Recipient's past practices and in no event less than what is required by the landlord under the relevant lease agreement) of property and liability insurance in respect of the Facilities they occupy and the activities conducted thereon and to be responsible for, and to indemnify and hold harmless the Provider in accordance with Article VII hereof (and subject to the limitations set forth in Article VII) in respect of, the acts and omissions of its Representatives, contractors, invitees and licensees. **EACH PARTY HEREBY WAIVES ALL RIGHTS OF RECOVERY, CLAIMS AND CAUSES OF ACTION AGAINST THE OTHER AND THEIR AFFILIATES FOR ANY LOSS OR DAMAGE THAT MAY OCCUR TO THE REAL OR PERSONAL PROPERTY OF SUCH PARTY BY REASON OF FIRE, THE ELEMENTS OR ANY OTHER CAUSE THAT COULD BE INSURED AGAINST UNDER THE TERMS OF A STANDARD POLICY OF PROPERTY INSURANCE AND FOR ANY LOSSES COVERED BY WORKERS' COMPENSATION LAWS AND BENEFITS, REGARDLESS OF CAUSE OR ORIGIN, INCLUDING, WITHOUT LIMITATION, THE NEGLIGENCE OF THE OTHER PARTY, ITS AGENTS, OFFICERS, DIRECTORS EMPLOYEES AND CONTRACTORS.**

(e) Each of the Parties shall, and shall cause its Affiliates, Representatives, contractors, invitees and licensees to, comply with (i) all Laws applicable to their use or occupation of any Facility including those relating to environmental and workplace safety matters, (ii) the Party's applicable site rules, regulations, policies and procedures, and (iii) any applicable requirements of any third-party lease governing any Facility. The Parties shall not make, and shall cause their respective Affiliates and Representatives, contractors, invitees and licensees to refrain from making, any material alterations or improvements to the Facilities except with the prior written approval of the other Party or its Affiliates, as applicable, which consent shall not be unreasonably withheld, conditioned or delayed. The Parties shall provide heating, cooling, electricity and other utility services for the respective Facilities substantially consistent with levels provided immediately prior to the date hereof.

(f) The rights granted pursuant to this Section 5.04 shall be in the nature of a license and shall not create a leasehold (or right to grant a sublicense or sub-leasehold to any unaffiliated third party) or other estate or possessory rights in Baker Hughes or GE, or their respective Affiliates, Representatives, contractors, invitees or licensees, with respect to the Facilities.

(g) To the extent included in the pricing methodology for such Facility or any applicable provision of the relevant lease, if any, the owner or lessee of each Facility will be responsible for (i) payment of all property taxes and special assessments, (ii) payment of any taxes on rental income, and (iii) making any alterations or repairs required by any insurer or required to comply with laws, codes and ordinances, including, without limitation, building codes, fire codes and accessibility laws, except only to the extent that such alterations or repairs are triggered by unrelated work being performed by the Party to which the license to occupy is granted.

(h) The Parties intend that the use of the GE Facilities and the Baker Hughes Facilities shall be governed by the terms of this Agreement for such period as determined pursuant to the Facilities timeline developed in accordance with Section 5.04(c), and any existing lease between any GE Entity and GE O&G is hereby terminated and of no further force or effect. If continued use and access of a Facility is needed pursuant to such Facilities timeline significantly beyond twenty-four (24) months from the date of this Agreement, or earlier as determined by the current lease expiration date of a leased Facility, the Parties shall enter into leases, with regard to owned Facilities or subleases, with regard to leased Facilities (to the extent permitted under the terms of any lease covering the relevant GE-leased or Baker Hughes-leased Facility) or other arrangements as promptly as possible to grant GE or Baker Hughes, as applicable, the same access to the Facilities as GE or Baker Hughes, as applicable, was being provided immediately prior to the twenty-four (24) month anniversary of this Agreement, in each case, on terms mutually agreed by the parties in accordance with the terms of any master lease (if any). This Agreement shall continue in effect with regard to any such Facility beyond the initial twenty-four (24) months while GE and Baker Hughes are negotiating a lease, sublease or other arrangement concerning such Facility, pursuant to the Facilities plan agreed in accordance with Section 5.04(c). Upon the entry into any such lease, sublease or other arrangement with respect

to a Facility, this Agreement, including any obligation to pay Facility Costs under this Agreement, shall terminate with respect to such Facility and all ongoing obligations of the tenant or subtenant shall be as expressly provided under the terms of such lease, sublease or other arrangement. Each such Facility arrangement or related sublease shall constitute a GE Provided Facility Service or Baker Hughes Provided Facility Service, as applicable, for purposes of this Agreement.

SECTION 5.05 Shared Manufacturing Arrangements; Financial Services.

(a) With respect to a mutual determination by the Parties following the Closing Date to continue an arrangement for the production of any equipment or component part on a manufacturing line that is shared by one or more GE Entities, on the one hand, and one or more Baker Hughes Entities, on the other hand, in each case set forth on Schedule 5.05(a) (each, a "Shared Manufacturing Arrangement"), such Shared Manufacturing Arrangements shall continue in full force and effect, notwithstanding Section 6.02 or 7.14 of the Transaction Agreement, and the fees in respect of such Shared Manufacturing Arrangements shall be calculated on the same basis and methodology as provided under the related Shared Manufacturing Arrangement, and each such Shared Manufacturing Arrangement shall constitute an Umbrella Service for purposes of this Agreement.

(b) With respect to a mutual determination by the Parties following the Closing Date to continue an arrangement for accounts payable and accounts receivable factoring programs between one or more GE Entities, on the one hand, and one or more Baker Hughes Entities, on the other hand, in each case set forth on Schedule 5.05(b) (each, a "Factoring Arrangement"), such Factoring Arrangement shall continue in full force and effect, notwithstanding Section 6.02 or 7.04 of the Transaction Agreement, and the fees in respect of such Factoring Arrangements shall be calculated on the same basis and methodology as provided under the related Factoring Arrangement, and each such Factoring Arrangement shall constitute an Umbrella Service for purposes of this Agreement.

SECTION 5.06 Costs and Disbursements.

(a) CA Services Costs. Except as otherwise provided in this Agreement, the CA Services shall be provided to the Recipient in consideration for the payment of the Corporate Assessment. The Corporate Assessment shall be fixed at a price of $55 million for the first two (2) years from the Closing Date. Thereafter, the Corporate Assessment shall be subject to an annual adjustment based upon changes in the Producer Price Index for the applicable assessment calculation period. For the avoidance of doubt, (i) the Corporate Assessment shall not include (and the Recipient shall be liable for) costs and expenses incurred by the Recipient arising from its use of the services or the product thereof after the services are performed by the Provider to the same extent the Recipient had provided itself such service (e.g., the cost incurred by the Recipient to maintain and transact out of a bank account, after the bank account is opened by the Provider on behalf of the Recipient) and any third-party costs that arise in connection with the provision of an Administrative Service to the extent the engagement of such third-party is approved by Baker Hughes and is consistent with the past practice of GE in providing such Administrative Service during the Baseline Period and (ii) the Corporate Assessment shall be payable regardless of whether a PO is made.

(b) Umbrella Services Costs. Except as otherwise provided in this Agreement, a Recipient of Umbrella Services shall pay to the Provider of such Umbrella Services a fee based on actual usage of each Umbrella Service by the Recipient and priced equal to the cost to the Provider of providing such Umbrella Service (calculated without markup or margin) but, in any event, consistent with past practices (and, if applicable, as reflected in the GE O&G Financial Statements); provided that any GE Provided Umbrella Services listed under the category "Engineering Services" under Schedule 2.01(b) will be provided at the applicable price set forth in Schedule 2.01(b) (each fee constituting an "Umbrella Service Charge" and, collectively, "Umbrella Service Charges"); provided that if the Provider is required under applicable Law (including to avoid any applicable penalties) to charge any markup or margin in order to provide a Umbrella Service, a reasonably appropriate markup or margin shall be included in, and increase, the relevant Umbrella Service Charge solely to the extent necessary to comply with applicable Law. In the event a Party reasonably changes the pricing methodology for a particular Service, the other Party agrees that the associated Service Charge shall be adjusted consistent with the new methodology provided that such first Party is implementing the same change with respect to all of its businesses or divisions that utilize the Service.

(c) R&D Services Costs. Subject to Section 3.01(e)(xiv), the Baker Hughes Entities shall pay the fees, costs and expenses to GE Global Research for GE Provided R&D Services and the GE Entities shall pay the fees, costs and expenses to the Baker Hughes Entities for Baker Hughes Provided R&D Services (each individually, "R&D Fees") as set forth in each Statement of Work. The payment of R&D Fees shall not be contingent on the payer's satisfaction as to the results of any R&D Services. Without limiting the generality of Section 3.01(e), (i) GE Provided R&D Services shall be provided by GE Global Research at GE Global Research's then-current then-effective rates that it generally charges to businesses of GE and its Affiliates, which may be adjusted from time to time consistent with past practices and (ii) Baker Hughes Provided R&D Services shall be provided at the then-current, then-effective rates that are generally charged to Baker Hughes Entities or unincorporated business units thereof for such services, which may be adjusted from time to time consistent with past practice. The Baker Hughes Entities and the GE Entities will bear all direct personnel costs (including salary, benefits, insurance, travel and lodging, etc.) associated with their own respective personnel involved with work undertaken under this Agreement.

(d) Facility Costs. The Baker Hughes Entities shall pay the actual costs and expenses to the GE Entities for GE Facilities and the GE Entities shall pay the actual costs and expenses to the Baker Hughes Entities for Baker Hughes Facilities (each individually, "Facility Costs"), consistent with the pricing methodology as charged immediately prior to the Closing; provided that if the Provider is required under applicable Law (including to avoid any applicable penalties) to charge any markup or margin in order to provide a Service, a reasonably appropriate markup or margin shall be included in, and increase, the relevant Facility Cost. Facility Costs shall be subject to annual increases consistent with actual increases in charges that (i) GE or Baker Hughes is applying to other GE Entities or Baker Hughes Entities in the same facility or (ii) are being applied by GE or Baker Hughes to similar facilities across each of their businesses.

(e) Collaboration Costs. Subject to Section 3.13(a)(vi), the Baker Hughes Entities and the GE Entities shall pay the fees, costs and expenses owed by such parties under any applicable Collaboration Agreements (such fees, costs and expenses, "Collaboration Costs"), in each case in accordance with and subject to the terms of such Collaboration Agreements.

(f) Additional Baker Hughes Provided Services Costs. The Recipients of Additional Baker Hughes Provided Services shall pay to the Provider of such Additional Baker Hughes Provided Services the fees agreed upon for such Additional Baker Hughes Provided Service in accordance with Section 2.06 (each fee constituting an "Additional Service Fee" and, collectively, "Additional Service Fees").

(g) Providers shall invoice Recipients using the intercompany billing system of GE and its Affiliates (which shall continue to be settled through such intercompany billing system for so long as the intercompany billing system is made available under this Agreement). To the extent there are any Additional Services for which no charging methodology has been identified, the Parties shall mutually agree on the applicable charges in advance. Providers shall invoice Recipients monthly in arrears, unless otherwise agreed in writing between the GE Services Manager and the Baker Hughes Services Manager, for any Services provided by a Provider hereunder. All payments are due within thirty (30) calendar days of receipt of such invoices by wire transfer to the accounts specified on Schedule 5.06(g). To the extent consistent with past practice with respect to Services rendered outside the United States, payments may be required to be made in local currency. If the payer fails to pay such amount by the required date, the payer may be obligated to pay to the payee, in addition to the amount due, interest at an interest rate of 0.5% per month over the Interest Rate, compounded monthly, accruing from the date the payment was due through the date of actual payment. As soon as practicable after receipt of any reasonable written request by the payer, the payee shall provide the payer with data and documentation supporting the calculation of a particular Service Charge for the purpose of verifying the accuracy of such calculation.

SECTION 5.07 Readjustment of Services. Subject to the terms of this Agreement, in the event that (i) Umbrella Service Charges in respect of an Umbrella Service are prepaid by either Party for any period following the Closing and (ii) subsequent to such prepayment by such Party, both Parties reach an agreement for (x) the transfer to Baker Hughes of certain GE employees (whose primary function was, prior to such transfer, performance of services substantially equivalent to such prepaid Umbrella Service then received by Baker Hughes pursuant to this Agreement), or (y) the planned scope of such prepaid Umbrella Service is reduced by GE or Baker Hughes, as applicable, due to a change in business requirements not reasonably foreseeable at the time such PO was initiated, subject to Section 9.01(b), GE shall reimburse to Baker Hughes, or Baker Hughes shall reimburse to GE, as applicable, such portion of such prepayment equal to the pro-rated allocation of the Umbrella Service Charge for such Umbrella Service over the remaining days of the prepayment period in accordance with the allocation methodology mutually agreed by the Parties or as set forth on Schedule 2.01(b) or Schedule 2.02(b).

SECTION 5.08 No Right to Set-Off. The payer shall pay the full amount of Service Charges owed by it, and shall not set-off, counterclaim or otherwise withhold any amount owed to the payee under this Agreement on account of any obligation owed by the payee to the payer that has not been finally adjudicated, settled or otherwise agreed upon by the Parties in writing. For the avoidance of doubt, any amounts processed through the GE intercompany billing system as a net settlement shall not be deemed a set-off.

SECTION 5.09 Taxes.

(a) Sales Tax or Other Transfer Taxes. Service Charges are exclusive of, and payer shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Service Charges payable by payer pursuant to this Agreement; provided that (i) to the extent such Taxes are required to be collected and remitted by the payee with respect to such Service Charges, the payer shall pay such Taxes to the payee upon receipt of an invoice from the payee, and (ii) for the avoidance of doubt, such Service Charges shall be inclusive of, and the payer shall not bear, any income and similar Taxes imposed on or payable by the payee.

(b) Withholding Tax or Other Similar Taxes. If any withholding or deduction from any payment under this Agreement by a payer in relation to any Service is required in respect of any Taxes pursuant to any applicable Law, payer will: (i) make any such required withholding or deduction from the amount payable to payee, (ii) timely pay the withheld or deducted amount referred to in clause (i) to the relevant Governmental Authority in accordance with applicable Law; (iii) promptly forward to payee a withholding tax certificate evidencing such payment by the payer to the Governmental Authority, and (iv) to the extent that the payee cannot, after exerting its reasonable best efforts, obtain a credit for, or a refund of, the withholding or deduction, the payer will increase the amount payable such that payee receives an amount equal to the amount of the Service Charges in respect of that Service as if no such withholding or deduction had been made (including any withholding or deduction applicable to any increased payment made pursuant to this clause (iv)); provided, that if the payee subsequently receives such a credit for, or a refund of, the withholding or deduction, then the payee shall promptly remit to the payer any additional amount previously paid by the payer pursuant to clause (iv).

(c) Cooperation. The Parties will take reasonable steps to cooperate to (i) minimize the imposition of, and the amount of, Taxes described in this Section 5.09, and (ii) obtain a credit for, or a refund of, any withholding or deduction made pursuant to Section 5.09(b).

(d) Tax Planning or Tax Advisory Services. Notwithstanding anything to the contrary contained in this Agreement, without limiting Section 6.05, no Services provided under this Agreement shall include or be deemed to be, or relied upon by a Party or any of its Affiliates as, tax or accounting advice, the Parties and their Affiliates shall assume all risks and liability arising from or relating to the use of and reliance upon such services and the Parties make no representations or warranties with respect to such tax planning or tax or accounting advisory services.

ARTICLE VI

STANDARD FOR SERVICE

SECTION 6.01 Standard for Service.

(a) Provided that the applicable GE Entities are not restricted by Law, GE agrees that the GE Entities will provide the GE Provided Services to the applicable Baker Hughes Entity in accordance with all requirements, regulations, codes, standards, specifications and other requirements agreed between the applicable Baker Hughes Entities and GE Entities, and with the same standard of care, skill and diligence with which, and at the same service levels (for the avoidance of doubt, without limiting the GE's ability to realize productivity and technological efficiencies so long as such performance is maintained) at which, they have performed such services for GE O&G during the Baseline Period, and, if such service was not previously provided for GE O&G, for their Affiliates with respect to the same service.

(b) Provided that the applicable Baker Hughes Entities are not restricted by Law, Baker Hughes agrees that the Baker Hughes Entities will provide the Baker Hughes Provided Services to the applicable GE Entities in accordance with all requirements, regulations, codes, standards, specifications and other requirements agreed between the applicable Baker Hughes Entities and GE Entities, and with the same standard of care, skill and diligence with which, and at the same service levels (for the avoidance of doubt, without limiting the applicable Baker Hughes Entity's ability to realize productivity and technological efficiencies so long as such performance is maintained) at which, they have performed such services for GE during the Baseline Period and, if such service was not previously provided for GE, for their subsidiaries or unincorporated business units thereof with respect to the same service.

(c) GE Global Research shall provide GE Provided R&D Services to the R&D Services Recipients under any GE Statements of Work in a manner consistent with the research and development services provided by GE Global Research to GE O&G for similar work during the Baseline Period.

(d) In the event there is any restriction on the Provider by Law that would restrict the nature, quality, or standard of care applicable to delivery of the Services to be provided, the Provider shall use its reasonable efforts in good faith to provide such Services in a manner as closely as possible to the standards described in this Section 6.01.

SECTION 6.02 Consents; Compliance with Law; Professional Services. If the provision of any Service requires the consent or approval of any third party, the Provider shall be solely responsible for obtaining such consent or approval; provided that the Recipient shall provide commercially reasonable support, as requested by the Provider, in obtaining such consent or approval. In the event such consent or approval cannot be obtained, GE and Baker Hughes agree to negotiate in good faith an acceptable substitute Service that shall be subject to the terms and conditions of this Agreement. Neither a Party nor its Affiliates shall be obligated to provide any Services which, if provided, would violate any Law. The provision of any legal services shall be subject to the consideration of the maintenance of attorney-client privilege for both GE and Baker Hughes and any potential conflicts of interest. Each of GE and Baker

Hughes agrees to execute customary engagement letters, joint defense or common interest agreements in the event either party deems such agreement necessary; provided that the failure to do so shall not be deemed a waiver of privilege nor shall it be considered a failure to provide a Service.

SECTION 6.03 Maintenance. Either Party and its Affiliates shall have the right to shut down temporarily for maintenance purposes the operation of any facilities or systems providing any Service whenever in such Party's judgment, reasonably exercised, such action is necessary or advisable for general maintenance or emergency purposes; provided that (i) to the extent practicable such Party shall provide advance written notice of any such shut down or other interruption reasonably far in advance and cooperate in good faith to minimize any disruption to the Service or the other Party's business and (ii) the other Party shall not be charged for such Service to the extent that it is not provided during such shutdown.

SECTION 6.04 Modifications and Discontinuances.

(a) The GE Provided Services are not exclusive and are part of corporate programs that GE provides to its business divisions. It is understood that GE may modify a GE Provided Service to the extent the same modification is made with respect to the entirety of GE's provision of such GE Provided Service to any GE Entity and any other Person to whom any GE Entities provide such GE Provided Service; provided, however, that, in such event, (a) GE must provide notice of the modification to Baker Hughes as soon as reasonably practicable, (b) GE shall cooperate in good faith with Baker Hughes to minimize the disruption to Baker Hughes's business and (c) the Parties shall discuss in good faith whether the applicable Service Charge shall be adjusted to reflect any such modification. Baker Hughes may modify a Baker Hughes Provided Service; provided, however, that, in such event, (i) Baker Hughes must provide notice of the modification to GE as soon as reasonably practicable, (ii) Baker Hughes shall cooperate in good faith with GE to minimize the disruption to GE's business and (iii) the Parties shall discuss in good faith whether the applicable Service Charge shall be adjusted to reflect any such modification. GE's and Baker Hughes's responsibilities set forth herein shall be amended as reasonably necessary to conform to any such modifications made pursuant to this Section 6.04, and GE and Baker Hughes, as applicable, shall use its reasonable efforts in good faith to comply with any such amendments. Subject to the terms in this Agreement, in providing the Services, GE or Baker Hughes, as applicable, may use any information systems, hardware, Software, processes and procedures it deems necessary or desirable in its reasonable discretion. Modifications to Statements of Work shall be provided for under Article III.

(b) To the extent that either GE or Baker Hughes generally reduces or discontinues a service (which shall not include GE Provided Technology Access, Baker Hughes Provided Technology Access, GE Provided R&D Services or Baker Hughes Provided R&D Services), (i) the reducing or discontinuing Party will provide the other with notice as soon as reasonably practicable and (ii) the Parties shall discuss in good faith a reasonable time period for transition to avoid business disruption.

SECTION 6.05 Disclaimer of Warranties. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01 AND SUBJECT TO THE LIMITATIONS IN ARTICLE VII, THE PARTIES ACKNOWLEDGE AND AGREE THAT THE SERVICES ARE PROVIDED AS-IS,

THAT THE RECIPIENTS ASSUME ALL RISKS AND LIABILITY ARISING FROM OR RELATING TO THEIR USE OF AND RELIANCE UPON THE SERVICES AND EACH PROVIDER MAKES NO REPRESENTATION OR WARRANTY WITH RESPECT THERETO. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01, PROVIDERS HEREBY EXPRESSLY DISCLAIM ALL REPRESENTATIONS AND WARRANTIES REGARDING THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY REPRESENTATION OR WARRANTY IN REGARD TO QUALITY, PERFORMANCE, COMMERCIAL UTILITY, MERCHANTABILITY OR FITNESS OF THE INTERCOMPANY SERVICES FOR A PARTICULAR PURPOSE AND RECIPIENTS HEREBY ACKNOWLEDGE SUCH DISCLAIMER.

SECTION 6.06 Compliance with Laws and Regulations. Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party.

SECTION 6.07 No Reporting Obligations. Notwithstanding anything to the contrary contained in this Agreement or in any Schedule hereto and except as required by Law, no Party hereto nor any of their respective Affiliates, nor any of their respective Representatives, shall be obligated, pursuant to this Agreement or any Schedule hereto, as part of or in connection with the Services, as a result of storing or maintaining any data referred to herein or in any Schedule hereto, or otherwise, to prepare or deliver any notification or report to any Governmental Authority (including any Taxing Authority) or other Person on behalf of the other Party or any of its Affiliates, or any of their respective Representatives or the Business.

ARTICLE VII

LIMITED LIABILITY AND INDEMNIFICATION

SECTION 7.01 General Indemnification. Nothing contained in this Agreement shall protect or be deemed to protect the Indemnified Parties against or entitle or be deemed to entitle the Indemnified Parties to indemnification in respect of, any liability to such other Party or its security holders to which the Indemnified Parties would otherwise be subject by reason of willful misfeasance, bad faith or gross negligence in the performance of the Indemnified Parties' duties or by reason of the reckless disregard of the Indemnified Parties' duties and obligations under this Agreement. Notwithstanding the foregoing, solely with respect to TSA Services, each Party and its Affiliates shall be liable to fully indemnify, defend and hold harmless the other Party and its Affiliates, its and their respective Representatives, successors and assigns, each of whom shall be deemed a third-party beneficiary hereof, for such first Party's material breach with respect to the rights and obligations in this Agreement in respect of such TSA Services, gross negligence, willful misconduct or in the event of any claim from a third party that the provision of the TSA Services by such first Party under this Agreement infringes, misappropriates or otherwise violates any of such third-party's Intellectual Property rights.

SECTION 7.02 Exclusion of Consequential Damages. Notwithstanding any other provision contained in this Agreement, no Party, nor its Affiliates, nor its or their respective Representatives, successors or assigns, shall be liable to the other Party or their Affiliates and their Representatives, successors or assigns, for any incidental, punitive, special, indirect, multiple or consequential damages connected with or resulting from performance or non-performance of this Agreement; provided, that any such damages paid with respect to a third-party claim shall be considered direct damages.

SECTION 7.03 Exclusive Remedy. The Parties acknowledge and agree that their sole and exclusive remedy with respect to any and all claims for the TSA Services (other than claims arising from willful misfeasance, bad faith or gross negligence on the part of a Party hereto in the performance of such Party's duties in respect of the TSA Services) for any breach of any agreement or obligation set forth herein or otherwise relating to the TSA Services, shall be pursuant to the indemnification provisions set forth in this Article VII.

ARTICLE VIII

DISPUTE RESOLUTION

SECTION 8.01 Dispute Resolution.

(a) Any dispute arising out of or in connection with this Agreement between GE and Baker Hughes should be resolved as rapidly as possible by discussion between the GE Services Manager and the Baker Hughes Services Manager. If a dispute cannot be resolved between the GE Services Manager and the Baker Hughes Services Manager within four (4) weeks of the dispute arising, the GE Services Manager and the Baker Hughes Services Manager should escalate the dispute to the appropriate senior officer reporting directly to the Chief Executive Officer of Baker Hughes and the appropriate senior officer reporting directly to the Chief Executive Officer of GE to negotiate in good faith for an additional twenty (20) days (or such longer period as the Parties may agree). If at the end of such time such Persons are unable to resolve such dispute amicably, then such dispute shall be resolved in accordance with the dispute resolution process referred to in Section 8.01(b), provided that such dispute resolution process shall not modify or add to the remedies available to the Parties under this Agreement.

(b) If the Parties are unable to resolve a dispute in accordance with Section 8.01(a), then either Party to the dispute may within fifteen (15) days thereafter submit such dispute for non-binding mediation administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The mediation will be conducted by a single mediator selected by the mutual written agreement of the Parties to the dispute. The Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the mediator, and in scheduling the mediation. Such Parties agree that they will participate in the mediation in good faith, and that they will share equally in the costs of utilizing the AAA and the mediator. The place of mediation will be New York, New York. If the dispute has not been resolved pursuant to such mediation procedure within thirty (30) days of the initiation of such procedure, except where such time has been extended by the mutual written agreement of the Parties to the dispute, then the controversy will be submitted to the AAA for binding arbitration in accordance with its Commercial Arbitration Rules and Mediation Procedures then in effect. The arbitration will be conducted by a single arbitrator selected by the mutual written agreement of the Parties to the dispute. The

Parties to the dispute will cooperate in good faith with the AAA and with one another in selecting the arbitrator, and in scheduling the arbitration. Should the Parties be unable to come to agreement as to the arbitrator, the Parties shall request AAA to appoint an arbitrator. Such Parties further agree that they will participate in the arbitration in good faith, and that they will share equally in the costs of utilizing the AAA and the arbitrator. The arbitration will be governed by the United States Arbitration Act, 9 U.S.C. Sections 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York, New York. Unless otherwise agreed by such Parties, the mediator will be disqualified from serving as the arbitrator in the dispute.

ARTICLE IX

TERM AND TERMINATION

SECTION 9.01 Term and Termination.

(a) This Agreement shall commence immediately upon its execution on the Closing Date and shall terminate (i) ninety (90) days following the Trigger Date with respect to all services under this Agreement other than GE Provided Technology Access and Baker Hughes Provided Technology Access and (ii) upon the Trigger Date with respect to GE Provided Technology Access and Baker Hughes Provided Technology Access (the "Term").

(b) (i) Without prejudice to a Recipient's rights with respect to a Force Majeure, a Recipient may from time to time terminate this Agreement (x) with respect to the CA Services, in whole but not in part and (y) with respect to any Umbrella Services, in whole (by Service line item) or by any portion: (A) for any reason or no reason upon providing, in the case of the CA Services, at least 60 days' prior written notice, and, in the case of the Umbrella Services, either (i) seven and a half (7.5) months' prior written notice or (ii) for those Umbrella Services designated as such on Schedule 2.01(b) or Schedule 2.02(b), sixty (60) days' prior written notice, to the Provider of such termination; (B) if the Provider of such Services has failed to perform any of its material obligations under this Agreement with respect to such Services, and such failure shall continue to exist forty-five (45) days after receipt by the Provider of written notice of such failure from the Recipient; or (C) immediately upon mutual agreement of the Parties; and (ii) a Provider may terminate this Agreement with respect to one (1) or more Services, in whole but not in part, at any time upon prior written notice to the Recipient if the Recipient has failed to perform any of its material obligations under this Agreement relating to such Services, and such failure shall be continued uncured for a period of forty-five (45) days after receipt by the Recipient of a written notice of such failure from the Provider. The relevant Schedule shall be updated to reflect any terminated Service. In the event that any Service is terminated other than at the end of a month, the Service Charge associated with such Service shall be pro-rated appropriately.

SECTION 9.02 Termination Charges. Upon termination or reduction of any Service pursuant to Section 9.01(b)(i)(A) or Section 9.01(b)(ii), prior to the termination or reduction of such Service (in the case of a termination or reduction pursuant to Section 9.01(b)(ii)) or prior to the required notification period in Section 9.01(b)(i)(A) (in the case of a termination or reduction pursuant to Section 9.01(b)(i)(A)), the Parties shall determine and mutually agree upon any applicable Termination Charges to be invoiced.

SECTION 9.03 Effect of Termination. Upon termination of any Service, whether in whole or in part, pursuant to this Agreement, the Provider of the terminated Service will have no further obligation to provide such Service and the relevant Recipient will have no obligation to pay any future Service Charges relating to such Service; provided that the Recipient shall remain obligated to the relevant Provider for the (i) Service Charges and any other fees, costs and expenses owed and payable in respect of Services provided prior to the effective date of termination and (ii) Termination Charges. In connection with termination of any Service, the provisions of this Agreement not relating solely to such terminated Service shall survive any such termination, and in connection with a termination of this Agreement, Article I, Article VII (with respect to the limitations set forth therein and including liability in respect of any indemnifiable Losses under this Agreement arising or occurring on or prior to the date of termination), Article VIII, Article IX, Article X, all confidentiality obligations under this Agreement and liability for all due and unpaid Service Charges and Termination Charges shall continue to survive indefinitely.

SECTION 9.04 Force Majeure.

(a) No Party hereto (or any Person acting on its behalf) shall have any liability or responsibility for failure to fulfill any obligation (other than a payment obligation) under this Agreement so long as and to the extent to which the fulfillment of such obligation is prevented, frustrated, hindered or delayed as a consequence of circumstances of Force Majeure. Each Party (or such Person) shall exercise its reasonable efforts in good faith to minimize the effect of Force Majeure on its obligations, and the standard of care that a Party shall provide in delivering a Service after a Force Majeure shall be substantially the same as the standard of care that the Party provides to its Affiliates and its other business components with respect to such Service.

(b) During the period of a Force Majeure, the applicable Recipient shall be entitled to seek an alternative service provider with respect to such Service, and shall be entitled to permanently terminate the same (and shall be relieved of the obligation to pay Service Charges for such Service throughout the duration of such Force Majeure) if a Force Majeure shall continue to exist for more than fifteen (15) consecutive days, it being understood that such Recipient shall not be required to provide any advanced notice of such termination to the Provider.

ARTICLE X

GENERAL PROVISIONS

SECTION 10.01 Independent Contractors. This Agreement does not create a fiduciary relationship, partnership, joint venture or relationship of trust or agency between the Parties or their Affiliates and that all Services are provided by a Provider, its Affiliates and their designees in each case, as an independent contractor. In matters relating to this Agreement, each Party will be solely responsible for the acts of its employees and agents and such employees or agents will not be considered employees or agents of any other Party, nor will they be required to

report to management of any other Party or be deemed to be under the management or direction of any other Party. No Party will have any right, power or authority to create any obligation, express or implied, on behalf of any other Party except to the extent expressly provided herein.

SECTION 10.02 Subcontractors. Subject to Section 3.04, a Provider may hire or engage one or more subcontractors to perform any or all of its obligations under this Agreement; provided that (a) such Provider shall use the same degree of care in selecting any such subcontractor as it would if such contractor was being retained to provide similar services to the Provider; and (b) such Provider shall in all cases remain primarily responsible for all of its obligations hereunder with respect to the scope of the Services, the standard for the Services as set forth in Article VII hereof and the content of the Services provided to the Recipient.

SECTION 10.03 Treatment of Confidential Information.

(a) The Parties shall not, and shall cause all other Persons providing Services or having access to confidential and proprietary information of the other Party ("Confidential Information") not to, disclose to any other Person or use, except for purposes of this Agreement, any Confidential Information of the other Party; provided, however, that Confidential Information shall not include information (i) previously known by such Person on a non-confidential basis prior to its disclosure; (ii) subsequently made public other than as a result of a disclosure in breach of this Agreement; or (iii) independently developed by such Person (without reference to the Confidential Information and without using knowledge gained from GE and GE O&G's previous affiliation prior to Closing); and provided, further, that each Party may disclose Confidential Information of the other Party, to the extent permitted by applicable Law: (i) in the case of GE's Corporate Audit Staff or Technical Accounting Group, to GE's audit committee after giving Baker Hughes written notice of such disclosure five (5) Business Day in advance of such disclosure; (ii) to its Representatives and Affiliates on a need-to-know basis in connection with the performance of such Party's obligations under this Agreement; (iii) in any report, statement, testimony, authorization or approval request, notice, filing or other submission to any Governmental Authority having jurisdiction over the disclosing Party; or (iv) in order to comply with applicable Law, or in response to any summons, subpoena or other legal process or formal or informal investigative demand issued to the disclosing Party in the course of any litigation, investigation or administrative proceeding. In the event that a Party becomes legally compelled (based on advice of counsel) by Law, deposition, interrogatory, request for documents subpoena, civil investigative demand or similar judicial or administrative process to disclose any Confidential Information of the other Party, such disclosing Party shall provide the other Party with prompt prior written notice of such requirement, and, to the extent reasonably practicable, cooperate with the other Party (at such other Party's expense) to obtain a protective order or similar remedy to cause such Confidential Information not to be disclosed, including interposing all available objections thereto, such as objections based on settlement privilege. In the event that such protective order or other similar remedy is not obtained, the disclosing Party may furnish only that portion of the Confidential Information that has been legally compelled, and shall exercise its reasonable efforts in good faith (at such other Party's expense) to obtain assurance that confidential treatment will be accorded such Confidential Information.

(b) Each Party shall, and shall cause its Representatives to protect the Confidential Information of the other Party by using the same degree of care to prevent the unauthorized disclosure of such as the Party uses to protect its own confidential information of a like nature, and in no event less than commercially reasonable care.

(c) Each Party shall direct its Representatives to comply with the same restrictions on use and disclosure of Confidential Information as bind such Party in advance of the disclosure of any such Confidential Information to such Representatives. Each Party shall be responsible for any failure by its Representatives to comply with the restrictions on use and disclosure of Confidential Information contained herein.

(d) Each Party shall comply with all applicable state, federal and foreign privacy and data protection Laws that are or that may in the future be applicable to the provision of Services.

(e) With respect to the provision of GE Provided Technology Access and GE Provided R&D Services pursuant to Section 2.01, only those employees of Baker Hughes who need to know such information and who otherwise meet any applicable citizenship or other security qualifications required by Law shall be granted access and, prior to being granted access, will be advised of the confidential nature of the Intellectual Property made available to Baker Hughes and directed to abide by the terms of this Agreement and further, if requested in writing by GE, shall enter into a non-disclosure agreement acknowledging the same provided that in any case, Baker Hughes shall be responsible for any breach of this Agreement by such of its employees.

(f) With respect to the provision of Baker Hughes Provided Technology Access and Baker Hughes Provided R&D Services pursuant to Section 2.02, only those employees of GE who need to know such information and who otherwise meet any applicable citizenship or other security qualifications required by Law shall be granted access and, prior to being granted access, will be advised of the confidential nature of the Intellectual Property made available to GE and directed to abide by the terms of this Agreement and further, if requested in writing by Baker Hughes, shall enter into a non-disclosure agreement acknowledging the same provided that in any case, GE shall be responsible for any breach of this Agreement by such of its employees.

SECTION 10.04 Audit. Not more than once each calendar year during the term of this Agreement, upon thirty (30) days' advance written notice, either Party may audit (or cause an independent third-party auditor to audit), during regular business hours and in a manner that complies with the building and security requirements of the Party being audited, the books, records and facilities of the other Party pertaining solely to the provision of Services to the extent necessary to determine such Party's compliance with this Agreement. Any audit conducted under this Section 10.04 shall not interfere unreasonably with the operations of such Party. The Party requesting the audit shall pay the costs of conducting such audit. All information learned or obtained from such audit shall be deemed Confidential Information for purposes of this Agreement, and may only be disclosed pursuant to Section 10.03.

SECTION 10.05 Further Assurances. Each Party covenants and agrees that, without any additional consideration, it shall execute and deliver any further legal instruments and perform any acts that are or may become necessary to effectuate this Agreement.

SECTION 10.06 Notices. Except with respect to routine communications by the GE Services Manager and the Baker Hughes Services Manager under Section 4.01, all notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. Any notice sent by electronic mail transmission shall be followed reasonably promptly with a copy delivered by overnight mail. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 10.06.

(a) If to GE:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210
Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: +44 207302 6834
Email: jim.waterbury@ge.com

(b) If to Baker Hughes:

Baker Hughes, a GE company, LLC
17201 Aldine Westfield Road
Houston, Texas 77073
Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

SECTION 10.07 Entire Agreement. Except as otherwise expressly provided in this Agreement, this Agreement constitutes the entire agreement of the Parties hereto with respect to the subject matter of this Agreement and supersedes all prior agreements and undertakings, both written and oral, between or on behalf of the Parties hereto with respect to the subject matter of this Agreement.

SECTION 10.08 No Third-Party Beneficiaries. Except as provided in Article VIII with respect to Indemnified Parties, this Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of any Party or its Affiliates, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Agreement.

SECTION 10.09 Amendment; Waiver. No provision of this Agreement, including any Schedules hereto, may be amended, supplemented, waived or modified except by a written instrument making specific reference hereto signed by all the Parties. No waiver of any breach of or non-compliance with this Agreement shall be deemed to be a waiver of any other or subsequent breach or non-compliance. No consent from any Indemnified Parties (in each case other than the Parties) shall be required to amend this Agreement.

SECTION 10.10 Governing Law. This Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the Laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of Law rules that might lead to the application of the Laws of any other jurisdiction.

SECTION 10.11 Counterparts; Electronic Transmission of Signatures. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

SECTION 10.12 Assignment. This Agreement and all of the provisions hereto shall be binding upon and inure to the benefit of, and be enforceable by, the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations set forth herein shall be assigned by any party hereto without the prior written consent of the other parties hereto and any purported assignment without such consent shall be void; provided, however, GE or Baker Hughes may assign any or all of its rights and obligations under this Agreement to receive certain Umbrella Services (as may be mutually agreed to by GE and Baker Hughes, but in no event shall include legal, accounting, financial or tax advice services or other services that are not customary for the transition of a business to an unrelated third party) in connection with a sale or disposition of any assets or lines of business of GE or Baker Hughes; provided that (a) such right to receive such Umbrella Services is for a limited period of time not to exceed twelve (12) months and solely in order to transition the business being divested, and (b) the transferee of such assets shall enter into an agreement with price adjustments and terms and conditions customary for the provision of such services to an unrelated third party in order to transition a divested business.

SECTION 10.13 Rules of Construction. Interpretation of this Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Schedule are references to the Articles, Sections, paragraphs and Schedules of this Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Agreement, including the Schedules hereto; (d) references to “$” means U.S. dollars; (e) the word “including” and words of similar import when used in this

Agreement means "including without limitation," unless otherwise specified; (f) the word "or" shall not be exclusive; (g) references to "written" or "in writing" include in electronic form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement; (j) GE and Baker Hughes have each participated in the negotiation and drafting of this Agreement and if an ambiguity or question of interpretation should arise, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening either Party by virtue of the authorship of any of the provisions in any of this Agreement; (k) a reference to any Person includes such Person's successors and permitted assigns; (l) any reference to "days" means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded, if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

SECTION 10.14 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or representative of GE or Baker Hughes shall have any liability for any obligations or liabilities of such party under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

SECTION 10.15 Export Law Compliance. Each Party shall be responsible for their compliance with applicable United States (or other jurisdictions as applicable) export laws, rules and regulations as related to their performance under this Agreement.

SECTION 10.16 Integrity. Each Party covenants that it is committed to unyielding integrity and will act in a manner consistent with the GE Integrity Guide for Suppliers, Contractors and Consultants, a copy of which is available in several languages at the following link: http://www.gesupplier.com/html/SuppliersIntegrityGuide.htm and the Baker Hughes Suppliers' Code of Conduct, as may be amended or substituted from time to time.

SECTION 10.17 Subcontractor Flow Downs for United States Government Commercial Items Contracts. If the Services being procured by either Party are in support of a United States government end customer or an end customer funded in whole or part by the United States government, directly or through a prime contractor, such Party shall expressly identify such use of any Service in the PO and as necessary will agree to include compliance as necessary with the terms and conditions applicable to services procured for the United States government located at the following link: http://www.gesupplier.com/html/GEPolicies.htm.

[*Signature Pages Follow*]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to the Intercompany Services Agreement*]

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to the Intercompany Services Agreement*]

Exhibit 10.12

EXECUTION VERSION

SUPPLY AGREEMENT

dated as of July 3, 2017

between

GENERAL ELECTRIC COMPANY

and

BAKER HUGHES, A GE COMPANY, LLC

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APPENDICES

SUPPLY AGREEMENT

This Supply Agreement, dated as of July 3, 2017 (as amended, modified or supplemented from time to time in accordance with its terms, this "Supply Agreement"), is made by and between General Electric Company, a New York corporation ("GE" or "Seller"), on behalf of itself and the legal entities operating on its behalf, and Baker Hughes, a GE company, LLC, a Delaware limited liability company ("BHGELLC" or "Buyer"), on behalf of itself and the legal entities operating on its behalf (each a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation ("Baker Hughes"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Baker Hughes, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE will combine its oil and gas business ("GE O&G") with BHI to create Baker Hughes;

WHEREAS, pursuant to the Transaction Agreement, upon closing of the transaction, Baker Hughes will operate as a public company traded on the New York Stock Exchange with approximately 62.5% of the voting stock owned by GE and approximately 37.5% of the voting stock owned by public shareholders;

WHEREAS, the Transaction Agreement requires delivery of this Supply Agreement on the Effective Date (as defined below); and

WHEREAS, Buyer desires to license software or purchase from Seller certain products, equipment or component parts and related services as supplied to Buyer during the Baseline Period as more fully described on Appendix 1 and excluding all Excluded Products, as well as such other products, equipment, or component parts and related services or software as the Parties may agree from time to time (each such software, product, equipment and or component parts or related service being a "Seller Good" and, collectively, the "Seller Goods") and the Parties desire that this Supply Agreement and any POs issued, acknowledged and agreed to by Seller pursuant to this Supply Agreement establish the exclusive terms and conditions as to the transactions for the Seller Goods.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. The following capitalized terms used in this Supply Agreement shall have the meanings set forth below:

"Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person; however, for purposes of this Supply Agreement, (i) Baker Hughes and its Subsidiaries shall not be considered affiliates of GE and (ii) GE and its Subsidiaries (except for the Subsidiaries of Baker Hughes) shall not be considered affiliates of Baker Hughes.

"Baker Hughes" shall have the meaning set forth in the Recitals.

"Baseline Period" shall mean the 12-month period immediately preceding October 30, 2016.

"Business Day" shall mean a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

"Buyer" shall have the meaning set forth in the Preamble.

"Control" or "Controlling" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Effective Date" shall mean the date hereof.

"Excluded Products" shall mean any (i) GE Digital Services, including the GE entities-hosted Predix platform and related applications and (ii) any Professional or Consultancy Services.

"GE Digital Services" shall mean those products and services that are the subject of that certain GE Digital Master Products and Services Agreement, dated the date hereof, between GE Digital LLC and BHGELLC.

"GE O&G" shall have the meaning set forth in the Recitals.

"Governmental Entity" shall mean any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

"Group" shall mean with respect to either Party, such Party (either Buyer or Seller, as applicable), as well as its Affiliates and their respective shareholders, officers, directors, employees. For the avoidance of doubt, Group shall not include, in connection with the PO to which the Seller Goods relate, a Party's customer, joint venture partners, joint interest owners, co-lessees, consortium members or other partners, or contractors and subcontractors of any tier in connection with such PO. "Buyer Group" and "Seller Group" shall be construed accordingly. Seller Group does not include any member of Buyer Group and Buyer Group does not include any member of Seller Group.

"Initial Term" shall have the meaning set forth in Section 2.01.

"Law" shall mean any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

"Party" shall mean Seller and Buyer individually, and "Parties" means Seller and Buyer collectively, and, in each case, the legal entities operating on their behalf and entering into POs hereunder, and further in each case their permitted successors and assigns.

"Person" shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"POs" shall mean purchase orders issued by Buyer or any of its Affiliates to Seller for the Seller Goods during the Term.

"Professional or Consultancy Services" shall mean any service provided by or to GE or its Affiliates or by or to Baker Hughes or its Affiliates pursuant to a Long-Term Ancillary Agreement (as defined in the Transaction Agreement) but excluding this Supply Agreement.

"Regardless of Cause or Action" shall mean (to the maximum extent permitted by applicable Law), regardless of: cause, fault, default, negligence in any form or degree, strict or absolute liability, breach of duty (statutory or otherwise) of any person, including in each of the foregoing cases of the indemnified person, unseaworthiness of any vessel, or any defect in any premises/vessel; for all of the above, whether pre-existing or not and whether the damages, liabilities, or claims of any kind result from contract, warranty, indemnity, tort/extra-contractual or strict liability, quasi contract, Law, or otherwise.

"Representatives" shall mean the applicable Party's respective directors, officers, members, employees, representatives, agents, attorneys, consultants, contractors, accountants, financial advisors and other advisors.

"Seller" shall have the meaning set forth in the Preamble.

"Seller Goods" shall have the meaning set forth in the Preamble.

"Seller's Software License" shall mean each applicable license set forth on Appendix 3 hereto.

"Seller Standard Terms" shall mean each applicable Seller's terms and conditions for sale or license of the Seller Goods and attached as Appendix 2 (for certain products, equipment or component parts and related services) and Appendix 3 (for certain Seller software, including software as a service (SaaS), embedded software, or software that is installed on Buyer's equipment), including geographic variations for each such Seller Standard Terms as currently in use at the time of execution of this Supply Agreement, in each case, with such amendments, modifications and supplements to each such applicable standard terms as the applicable Seller may adopt from time to time, but solely to the extent such amendments, modifications and supplements are required by applicable Law or as otherwise agreed to in writing by the Parties.

"Site" shall mean the premises where Seller Goods are used or services are performed, not including Seller's premises from which it performs services.

"Subsidiary" shall mean with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

"Supply Agreement" shall have the meaning set forth in the Preamble.

"Tax" shall have the meaning set forth in the Transaction Agreement.

"Trigger Date" shall have the meaning set forth in that certain Stockholders Agreement between GE and Baker Hughes dated as of the date hereof, as it may be amended or modified.

ARTICLE II

TERM AND TERMINATION

Section 2.01 Term. The term of this Supply Agreement shall commence on the Effective Date and shall continue for a period of sixty (60) months (the "Initial Term"). Following the Initial Term, this Supply Agreement shall automatically renew on a yearly basis until the Trigger Date (including the Initial Term, the "Term"). Upon the Trigger Date, the terms of this Supply Agreement shall continue to govern all POs governed by this Supply Agreement that are entered into between the Parties prior to the Trigger Date.

Section 2.02 Seller's Obligations on Termination of this Supply Agreement. Unless otherwise specified by Buyer, and to the extent not already provided for in any PO, upon Seller's receipt of a notice of termination of this Supply Agreement, Seller shall promptly: (a) stop work under any POs outstanding as of such notice date as directed in the notice; (b) place no further subcontracts/orders in respect of any such outstanding POs; (c) terminate, or if requested by Buyer assign, all such outstanding POs; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and materials required or produced expressly for such terminated POs that have been paid for in full by Buyer.

ARTICLE III

SCOPE

Section 3.01 Scope. This Supply Agreement shall apply to all POs issued by Buyer or any of its Affiliates to Seller for the Seller Goods on or following the Effective Date during the Term. No pre-printed, click through, click wrap or reverse side terms and conditions included in document(s) of either Party, other than the Seller Standard Terms, shall be binding or have any legal effect whatsoever on this Supply Agreement and/or any POs.

ARTICLE IV

PURCHASE AND SUPPLY OF SELLER GOODS

Section 4.01 Purchasing Commitment.

(a) During the Term, Buyer or any of its Affiliates acting on its behalf may purchase from Seller any or all of the Seller Goods.

(b) The Parties hereby acknowledge that the quantities of Seller Goods (i) are subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements and (ii) shall not, other than with respect to accepted POs, constitute a commitment or obligation by Buyer or any Affiliate to purchase any minimum percentage or volume of Seller Goods from Seller or any other entity.

Section 4.02 Supplying Commitment.

(a) Seller shall sell any or all of the Seller Goods to Buyer or any of its Affiliates pursuant to any POs accepted by Seller in its discretion in accordance with the terms of this Supply Agreement.

(b) At all times during the Term, Seller agrees to possess and maintain the necessary capacity, machinery, personnel and resources to sell to Buyer or any of its Affiliates at least the volume of Seller Goods set forth in all outstanding POs accepted by Seller in its discretion pursuant to this Supply Agreement.

(c) Subject to the manufacturing and delivery forecasting provisions of the applicable PO, Seller shall not discriminate between Buyer, on the one hand, and any other customer of Seller, on the other, in the scheduling or the provision of any of the Seller Goods, but nothing in this Supply Agreement shall entitle Buyer to any priority over other customers in such scheduling or provision, unless such is expressly agreed to in writing by Buyer and Seller in the applicable PO.

ARTICLE V

PURCHASE ORDERS

Section 5.01 Outstanding POs at Closing. Seller shall fulfil all POs issued by Buyer and accepted by Seller in writing as of the Effective Date with respect to the Seller Goods as set forth on Appendix 5, at the prices specified in such POs and upon the terms already in place; provided that such terms are in the ordinary course consistent with past practice during the Baseline Period. For any POs accepted on or following the Effective Date , this Supply Agreement will supersede any existing agreements between Buyer on the one hand, and Seller, on the other hand, for the purchase or license of Seller Goods.

Section 5.02 PO Contents. All purchases or licenses of the Seller Goods under this Supply Agreement shall be subject to the issuance of a PO by Buyer or any of its Affiliates and the acceptance of such PO by Seller pursuant to the applicable Seller Standard Terms. POs issued by Buyer or any of its Affiliates pursuant to this Supply Agreement shall contain at a minimum:

(a) a PO number;

(b) a Seller Good description or reference and scope of supply;

(c) the required delivery date or dates or delivery forecast and delivery terms (determined consistently with the practices of the applicable Seller and Buyer during the Baseline Period with respect to such forecasting) if different from the terms set forth in the applied Seller Standard Terms;

(d) the applicable prices as determined in accordance with Section 8.01 of this Supply Agreement or as otherwise agreed in writing between the Parties;

(e) the quantities to be released for delivery;

(f) any applicable technical requirements;

(g) any clauses required by applicable Law;

(h) any clauses requested by Buyer, including to comply with its customer terms, that are different from the Seller Standard Terms, which will be highlighted in the PO in order to ensure that Seller is aware of and can expressly agree to and comply with such clauses, and, *provided* that Seller is not required to agree to any such Buyer requests; and

(i) a statement on the face of the PO that reads as follows: "The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Supply Agreement entered into by General Electric Company, a New York corporation and Baker Hughes, a GE company, LLC, a Delaware limited liability company on July 3, 2017"; *provided* that the terms of this Supply Agreement shall apply notwithstanding the absence of such statement on the face of any PO between the Parties during the Term of this Supply Agreement.

Section 5.03 Modifications and Scheduling POs.

(a) All delivery dates, shipping instructions, quantities ordered and other like terms of a PO may be revised upon the issuance by Buyer to Seller of a change order in writing; *provided* that any and all changes set forth in such change orders must first be mutually agreed to by and between Buyer and Seller. If any such change results in an increase or decrease in the cost or time required for the performance of the work under the PO, there shall be a mutually agreed equitable adjustment of the PO price and the scheduled delivery date(s). Buyer shall pay for all work that Seller commenced for which the Seller has incurred costs under the PO prior to any quantities being decreased. Seller shall not be obligated to proceed with any requested changed or extra work, or other terms, until the price of such change and its effect on the scheduled delivery date(s) have been agreed upon and effected by a change order.

(b) Seller agrees to provide a general schedule and confirmation of completion/shipment date(s) at the time a PO is placed and accepted; *provided* that none of these schedules or confirmations shall modify any applicable agreed delivery date(s) set forth in the relevant POs as accepted by Seller. Subject to appropriate safeguards for the protection of Seller's proprietary information and upon reasonable advance request, Seller also agrees to allow Buyer's staff regular access to its facilities to review the PO status and quality, and to provide a bi-monthly report on schedule status. In the event that any portion of the Seller Goods falls behind schedule, Seller shall (a) provide a detailed schedule and verbal updates as needed with regard to the status of the PO completion and (b) allow for on-site expediting by Buyer or an agent appointed by them.

Section 5.04 Acceptance of POs. All POs, acceptances, change orders and other writings or electronic communications between the Parties, regardless of whether stated on the face of the PO or not, shall be (i) governed by this Supply Agreement and (ii) shall be deemed a separate and independent contract between Seller and Buyer from any other PO issued hereunder.

ARTICLE V

ITERMS & CONDITIONS OF PURCHASE

Section 6.01 Terms & Conditions of Purchase.

(a) Purchases made by Buyer of Seller Goods shall be subject to the following:

(i) the terms of this Supply Agreement;

(ii) the applicable Seller Standard Terms; and

(iii) subject to Section 5.02(h), any additional terms contained in POs issued hereunder (including, on a PO by PO basis, any modifications to the Seller Standard Terms that the Parties may, from time to time, agree to in writing following negotiations as may be required to meet the specification and contractual requirements of Buyer or Buyer's end customer).

(b) In the event of a conflict, the following order of precedence will prevail:

(i) the terms of this Supply Agreement, excluding the applicable Seller Standard Terms and Seller's Software License;

(ii) the terms of any POs issued hereunder;

(iii) Seller's Software License for the license of Seller's software;

(iv) the applicable Seller Standard Terms; and

(v) Drawings, specifications and related documents specifically incorporated by reference herein or in any PO.

ARTICLE VII

ALLOCATION OF LIABILITY

Section 7.01 Limitation of Liability. Notwithstanding anything to the contrary contained in this Supply Agreement or the applicable Seller Standard Terms, the Parties hereby agree that neither the Buyer nor the Seller shall be liable to the other for any loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating cost, or any consequential, indirect, incidental, special or punitive damages Regardless of Cause or Action or claims of Buyer's customers for the foregoing types of damages.

ARTICLE VIII

PRICING, PAYMENT TERMS AND INVOICING

Section 8.01 Pricing and Payment Terms.

(a) Pricing for the Seller Goods set forth on Appendix 1 shall be based on the methodology set forth thereon. Charges in addition to those determined by the applicable pricing methodology (including charges in respect of terms pursuant to Section 6.01(a)(iii)) shall be agreed to in writing by Buyer and Seller.

(b) Pricing for the Seller Goods not set forth on Appendix 1 shall be determined based on pricing methodologies used by Seller for pricing such Seller Goods during the Baseline Period and in the absence of past orders on an arms' length basis.

Section 8.02 Invoicing. Buyer shall pay or settle each invoice from Seller, either directly by wire transfer or through GE's inter-company settlement system, no later than 30 days after Buyer's receipt of Seller's invoice.

Section 8.03 Taxes.

(a) Pricing for Seller Goods is exclusive of, and Buyer shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Seller Goods purchased by Buyer pursuant to this Supply Agreement; *provided* that (i) to the extent such Taxes are required to be collected and remitted by Seller, Buyer shall pay such Taxes to such Seller upon receipt of an invoice from such Seller, and (ii) for the avoidance of doubt, such Pricing shall be inclusive of, and Seller shall bear, any income similar Taxes imposed on or payable by Seller.

(b) Cooperation The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 8.03.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Authority. Each Party represents that it has full power and authority to enter into and perform this Supply Agreement. Each Party represents that those persons signing this Supply Agreement on behalf of such Party are duly authorized Representatives of such Party and properly empowered to execute this Supply Agreement.

Section 9.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 9.02.

(a) If to Seller:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: +44 207302 6834
Email: jim.waterbury@ge.com

(b) If to Buyer:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

Section 9.03 Entire Agreement, Waiver and Modification. This Supply Agreement, the applicable Seller Standard Terms and any POs issued hereunder are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof shall be binding upon a Party unless made in writing and executed by an authorized Representative of such Party.

Section 9.04 No Third-Party Beneficiaries. This Supply Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Supply Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of Seller or Buyer, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Supply Agreement.

Section 9.05 Compliance with Laws and Regulations.

(a) Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Supply Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party. Seller acknowledges that it has received, reviewed and agrees to follow the GE Integrity Guide for Suppliers, Contractors and Consultants, and other requirements of GE Suppliers hyperlinked or attached hereto as Appendix 4. The policies and procedures outlined in Appendix 4 shall apply to Baker Hughes or GE when it acts as Seller hereunder regardless of whether it has adopted or modified such policies.

(b) The PO price is based on Seller's design, manufacture and delivery of the Seller Goods pursuant to (a) its design criteria, manufacturing processes and procedures and quality assurance program, (b) those portions of industry specifications, codes and standards in effect as of the date of the PO that are applicable to the Seller Goods, and (c) United States Federal, State and local laws and rules of Governmental Entities in effect and applicable to the Seller Goods on the date of the PO.

Section 9.06 Governing Law; Dispute Resolution.

(a) This Supply Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

(b) The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Any dispute arising out of or in connection with this Supply Agreement or any POs issued under it between Buyer and Seller should be resolved as rapidly as reasonably possible pursuant to good faith discussion between the respective project or transaction level employees. If a dispute cannot be resolved between the project or transaction level employees within four (4) weeks of the dispute arising, the project or transaction level employees should submit the dispute to the leaders of their respective businesses for resolution. If the business leaders are unable to resolve the dispute promptly, it should be escalated to the Chief Executive Officer of Baker Hughes and the Chief Executive Officer of the relevant Tier 1 GE business (or such other equivalent officer as designated by such Tier 1 GE business Chief Executive Officer). If the dispute is nonetheless unresolved, the dispute resolutions procedures in (d) below shall apply.

(d) Any dispute arising out of or in connection with this Supply Agreement or an individual PO that cannot be settled by the negotiation procedure set forth in Section 9.06(c) shall be resolved in accordance with the dispute resolution provision in Seller Standard Terms.

Section 9.07 Confidentiality. In addition, and not in contravention, to the confidentiality provisions set forth in the Seller Standard Terms and the Transaction Agreement, the Parties agree as follows:

(a) In connection with this Supply Agreement, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other Party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all pricing for Seller Goods, (b) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this Section 9.07 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its Representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its Representatives or its Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party with respect to such information; (iii) is independently developed by Receiving Party, its Representatives or its Affiliates, without reference to the Confidential Information as evidenced by written documents; or (iv) is approved for disclosure in writing by the Disclosing Party.

(b) The Receiving Party agrees, (i) to use the Confidential Information only in connection with this Supply Agreement and permitted use(s) and maintenance of the Seller Goods, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its Representatives who have a need to know such information for such Party to perform its obligations under this Supply Agreement or in connection with the permitted use(s) and maintenance of the Seller Goods, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party further agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Section 9.07 before disclosing the Confidential Information.

(c) If the Receiving Party or any of its Affiliates or Representatives is required by Law, legal process or a Governmental Entity to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Section 9.07. If, absent the entry of a protective order or other similar remedy, the Receiving Party is based on the advice of its counsel legally compelled to disclose such Confidential Information, such Party may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed.

(d) Upon written request of the Disclosing Party, the Receiving Party shall promptly at its option either: (i) return all Confidential Information disclosed to it or (ii) destroy (with such destruction certified in writing by the Disclosing Party) all Confidential Information, without retaining any copy thereof, except to the extent retention is necessary for the limited purpose to enable permitted use(s) and maintenance of the Seller Goods. No such termination of this Supply Agreement or return or destruction of any Confidential Information will affect the confidentiality obligations of the Receiving Party all of which will continue in effect as provided in this Supply Agreement.

(e) No Party shall make any press release or similar public announcement with respect to this Supply Agreement or any of the matters referred to herein.

Section 9.08 Counterparts; Electronic Transmission of Signatures. This Supply Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 9.09 Survival. The provisions of Article VI, Article VII, Article VIII, and Article IX of this Supply Agreement shall survive its termination.

Section 9.10 Assignment. Neither Buyer nor Seller shall be entitled to assign this Supply Agreement or any PO that incorporates this Supply Agreement to a third party non-Affiliate without the prior written consent of the other Party. Any assignee of Seller or Buyer shall be bound by the terms and conditions of this Supply Agreement.

Section 9.11 Rules of Construction. Interpretation of this Supply Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Appendix are references to the Articles, Sections, paragraphs and Appendices of this Supply Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Supply Agreement, including the Appendices and Exhibits hereto; (d) references to “$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Supply Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic mail form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Supply Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supply Agreement; (j) Seller and Buyer have each participated in the negotiation and drafting of this Supply Agreement and all appendices and if an ambiguity or question of interpretation should arise, this Supply Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening

either Party by virtue of the authorship of any of the provisions in any of this Supply Agreement; (k) a reference to any Person includes such Person's successors and permitted assigns; (l) any reference to "days" means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Supply Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 9.12 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or Representative of Seller or Buyer shall have any liability for any obligations or liabilities of such Party under this Supply Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.13 Audit. Seller shall maintain a complete and correct set of records pertaining to expenses and other reimbursable costs that have been invoiced to the Buyer pursuant to the provision of Seller Goods under this Supply Agreement and compliance with Law (if Seller Goods being procured are in support of a United States government end customer or an end customer funded in whole or in part by the United States government) applicable to Seller's performance under this Supply Agreement (the "Records"). Upon the expiration or termination of this Supply Agreement, Buyer shall have the right, for 12-months from such expiration or termination, upon reasonable prior notice and during normal business hours, at Buyer's election and expense, to conduct one reasonable audit of the Records of Seller through an audit conducted by an independent third party auditor. Seller shall take all reasonable measures to ensure the safety of any auditor who is present on its premises.

Section 9.14 Independent Contractors. The relationship of Seller and Buyer established by this Supply Agreement is that of independent contractors.

IN WITNESS WHEREOF, the Parties have caused this Supply Agreement to be executed on the date first written above by their respective duly authorized officers.

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to the Supply Agreement (GE to BHGELLC)*]

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to the Supply Agreement (GE to BHGELLC)*]

Exhibit 10.13

EXECUTION VERSION

SUPPLY AGREEMENT

dated as of July 3, 2017

between

BAKER HUGHES, A GE COMPANY, LLC

and

GENERAL ELECTRIC COMPANY

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APPENDICES

SUPPLY AGREEMENT

This Supply Agreement, dated as of July 3, 2017 (as amended, modified or supplemented from time to time in accordance with its terms, this "Supply Agreement"), is made by and between Baker Hughes, a GE company, LLC, a Delaware limited liability company ("BHGELLC" or "Seller"), on behalf of itself and the legal entities operating on its behalf, and General Electric Company, a New York corporation ("GE" or "Buyer"), on behalf of itself and the legal entities operating on its behalf (each a "Party", and collectively, the "Parties").

RECITALS

WHEREAS, pursuant to that certain Transaction Agreement and Plan of Merger, dated as of October 30, 2016, among GE, Baker Hughes Incorporated, a Delaware corporation ("BHI"), Baker Hughes, a GE company (formerly known as Bear Newco, Inc.), a Delaware corporation ("Baker Hughes"), and Bear MergerSub, Inc., a Delaware corporation ("Merger Sub"), as amended by the Amendment to the Transaction Agreement and Plan of Merger, dated as of March 27, 2017, among GE, BHI, Baker Hughes, Merger Sub, BHI Newco, Inc., a Delaware corporation, and Bear MergerSub 2, Inc., a Delaware corporation (as may be further amended from time to time, the "Transaction Agreement"), GE will combine its oil and gas business ("GE O&G") with BHI to create Baker Hughes;

WHEREAS, pursuant to the Transaction Agreement, upon closing of the transaction, Baker Hughes will operate as a public company traded on the New York Stock Exchange with approximately 62.5% of the voting stock owned by GE and approximately 37.5% of the voting stock owned by public shareholders;

WHEREAS, the Transaction Agreement requires delivery of this Supply Agreement on the Effective Date (as defined below); and

WHEREAS, Buyer desires to license software or purchase from Seller certain products, equipment or component parts and related services as supplied to Buyer during the Baseline Period as more fully described on Appendix 1 and excluding all Excluded Products, as well as such other products, equipment, or component parts and related services or software as the Parties may agree from time to time (each such software, product, equipment and or component parts or related service being a "Seller Good" and, collectively, the "Seller Goods") and the Parties desire that this Supply Agreement and any POs issued, acknowledged and agreed to by Seller pursuant to this Supply Agreement establish the exclusive terms and conditions as to the transactions for the Seller Goods.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, the Parties hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01 Certain Defined Terms. The following capitalized terms used in this Supply Agreement shall have the meanings set forth below:

"Affiliate" shall mean, as to any Person, any other Person which, directly or indirectly, Controls, or is Controlled by, or is under common Control with, such Person; however, for purposes of this Supply Agreement, (i) Baker Hughes and its Subsidiaries shall not be considered affiliates of GE and (ii) GE and its Subsidiaries (except for the Subsidiaries of Baker Hughes) shall not be considered affiliates of Baker Hughes.

"Baker Hughes" shall have the meaning set forth in the Recitals.

"Baseline Period" shall mean the 12-month period immediately preceding October 30, 2016.

"Business Day" shall mean a day, other than Saturday, Sunday or other day on which commercial banks in New York, New York are authorized or required by applicable Law to close.

"Buyer" shall have the meaning set forth in the Preamble.

"Control" or "Controlling" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract, or otherwise.

"Effective Date" shall mean the date hereof.

"Excluded Products" shall mean any (i) GE Digital Services, including the GE entities-hosted Predix platform and related applications and (ii) any Professional or Consultancy Services.

"GE Digital Services" shall mean those products and services that are the subject of that certain GE Digital Master Products and Services Agreement, dated the date hereof, between GE Digital LLC and BHGELLC.

"GE O&G" shall have the meaning set forth in the Recitals.

"Governmental Entity" shall mean any United States federal, state or local, or foreign, international or supranational, government, court or tribunal, or administrative, executive, governmental or regulatory or self-regulatory body, agency or authority thereof.

"Group" shall mean with respect to either Party, such Party (either Buyer or Seller, as applicable), as well as its Affiliates and their respective shareholders, officers, directors, employees. For the avoidance of doubt, Group shall not include, in connection with the PO to which the Seller Goods relate, a Party's customer, joint venture partners, joint interest owners, co-lessees, consortium members or other partners, or contractors and subcontractors of any tier in connection with such PO. "Buyer Group" and "Seller Group" shall be construed accordingly. Seller Group does not include any member of Buyer Group and Buyer Group does not include any member of Seller Group.

"Initial Term" shall have the meaning set forth in Section 2.01.

"Law" shall mean any United States federal, state, local or non-United States statute, law, ordinance, regulation, rule, code, order or other requirement or rule of law, including common law.

"Party" shall mean Seller and Buyer individually, and "Parties" means Seller and Buyer collectively, and, in each case, the legal entities operating on their behalf and entering into POs hereunder, and further in each case their permitted successors and assigns.

"Person" shall mean an individual, corporation, partnership, joint venture, association, trust, unincorporated organization, limited liability company or governmental or other entity.

"POs" shall mean purchase orders issued by Buyer or any of its Affiliates to Seller for the Seller Goods during the Term.

"Professional or Consultancy Services" shall mean any service provided by or to GE or its Affiliates or by or to Baker Hughes or its Affiliates pursuant to a Long-Term Ancillary Agreement (as defined in the Transaction Agreement) but excluding this Supply Agreement.

"Regardless of Cause or Action" shall mean (to the maximum extent permitted by applicable Law), regardless of: cause, fault, default, negligence in any form or degree, strict or absolute liability, breach of duty (statutory or otherwise) of any person, including in each of the foregoing cases of the indemnified person, unseaworthiness of any vessel, or any defect in any premises/vessel; for all of the above, whether pre-existing or not and whether the damages, liabilities, or claims of any kind result from contract, warranty, indemnity, tort/extra-contractual or strict liability, quasi contract, Law, or otherwise.

"Representatives" shall mean the applicable Party's respective directors, officers, members, employees, representatives, agents, attorneys, consultants, contractors, accountants, financial advisors and other advisors.

"Seller" shall have the meaning set forth in the Preamble.

"Seller Goods" shall have the meaning set forth in the Preamble.

"Seller's Software License" shall mean each applicable license set forth on Appendix 3 hereto.

"Seller Standard Terms" shall mean each applicable Seller's terms and conditions for sale or license of the Seller Goods and attached as Appendix 2 (for certain products, equipment or component parts and related services) and Appendix 3 (for certain Seller software, including software as a service (SaaS), embedded software, or software that is installed on Buyer's equipment), including geographic variations for each such Seller Standard Terms as currently in use at the time of execution of this Supply Agreement, in each case, with such amendments, modifications and supplements to each such applicable standard terms as the applicable Seller may adopt from time to time, but solely to the extent such amendments, modifications and supplements are required by applicable Law or as otherwise agreed to in writing by the Parties.

"Site" shall mean the premises where Seller Goods are used or services are performed, not including Seller's premises from which it performs services.

"Subsidiary" shall mean with respect to any Person, another Person, an amount of the voting securities or other voting ownership interests of which is sufficient, together with any contractual rights, to elect at least a majority of its Board of Directors or other governing body (or, if there are no such voting interests, 50% or more of the equity interests of which) is owned directly or indirectly by such first Person.

"Supply Agreement" shall have the meaning set forth in the Preamble.

"Tax" shall have the meaning set forth in the Transaction Agreement.

"Trigger Date" shall have the meaning set forth in that certain Stockholders Agreement between GE and Baker Hughes dated as of the date hereof, as it may be amended or modified.

ARTICLE II

TERM AND TERMINATION

Section 2.01 Term. The term of this Supply Agreement shall commence on the Effective Date and shall continue for a period of sixty (60) months (the "Initial Term"). Following the Initial Term, this Supply Agreement shall automatically renew on a yearly basis until the Trigger Date (including the Initial Term, the "Term"). Upon the Trigger Date, the terms of this Supply Agreement shall continue to govern all POs governed by this Supply Agreement that are entered into between the Parties prior to the Trigger Date.

Section 2.02 Seller's Obligations on Termination of this Supply Agreement. Unless otherwise specified by Buyer, and to the extent not already provided for in any PO, upon Seller's receipt of a notice of termination of this Supply Agreement, Seller shall promptly: (a) stop work under any POs outstanding as of such notice date as directed in the notice; (b) place no further subcontracts/orders in respect of any such outstanding POs; (c) terminate, or if requested by Buyer assign, all such outstanding POs; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and materials required or produced expressly for such terminated POs that have been paid for in full by Buyer.

ARTICLE III

SCOPE

Section 3.01 Scope. This Supply Agreement shall apply to all POs issued by Buyer or any of its Affiliates to Seller for the Seller Goods on or following the Effective Date during the Term. No pre-printed, click through, click wrap or reverse side terms and conditions included in document(s) of either Party, other than the Seller Standard Terms, shall be binding or have any legal effect whatsoever on this Supply Agreement and/or any POs.

ARTICLE IV

PURCHASE AND SUPPLY OF SELLER GOODS

Section 4.01 Purchasing Commitment.

(a) During the Term, Buyer or any of its Affiliates acting on its behalf may purchase from Seller any or all of the Seller Goods.

(b) The Parties hereby acknowledge that the quantities of Seller Goods (i) are subject to adjustment at the discretion of Buyer based on its actual volume, customer and business requirements and (ii) shall not, other than with respect to accepted POs, constitute a commitment or obligation by Buyer or any Affiliate to purchase any minimum percentage or volume of Seller Goods from Seller or any other entity.

Section 4.02 Supplying Commitment.

(a) Seller shall sell any or all of the Seller Goods to Buyer or any of its Affiliates pursuant to any POs accepted by Seller in its discretion in accordance with the terms of this Supply Agreement.

(b) At all times during the Term, Seller agrees to possess and maintain the necessary capacity, machinery, personnel and resources to sell to Buyer or any of its Affiliates at least the volume of Seller Goods set forth in all outstanding POs accepted by Seller in its discretion pursuant to this Supply Agreement.

(c) Subject to the manufacturing and delivery forecasting provisions of the applicable PO, Seller shall not discriminate between Buyer, on the one hand, and any other customer of Seller, on the other, in the scheduling or the provision of any of the Seller Goods, but nothing in this Supply Agreement shall entitle Buyer to any priority over other customers in such scheduling or provision, unless such is expressly agreed to in writing by Buyer and Seller in the applicable PO.

ARTICLE V

PURCHASE ORDERS

Section 5.01 Outstanding POs at Closing. Seller shall fulfil all POs issued by Buyer and accepted by Seller in writing as of the Effective Date with respect to the Seller Goods as set forth on Appendix 5, at the prices specified in such POs and upon the terms already in place; provided that such terms are in the ordinary course consistent with past practice during the Baseline Period. For any POs accepted on or following the Effective Date , this Supply Agreement will supersede any existing agreements between Buyer on the one hand, and Seller, on the other hand, for the purchase or license of Seller Goods.

Section 5.02 PO Contents. All purchases or licenses of the Seller Goods under this Supply Agreement shall be subject to the issuance of a PO by Buyer or any of its Affiliates and the acceptance of such PO by Seller pursuant to the applicable Seller Standard Terms. POs issued by Buyer or any of its Affiliates pursuant to this Supply Agreement shall contain at a minimum:

(a) a PO number;

(b) a Seller Good description or reference and scope of supply;

(c) the required delivery date or dates or delivery forecast and delivery terms (determined consistently with the practices of the applicable Seller and Buyer during the Baseline Period with respect to such forecasting) if different from the terms set forth in the applied Seller Standard Terms;

(d) the applicable prices as determined in accordance with Section 8.01 of this Supply Agreement or as otherwise agreed in writing between the Parties;

(e) the quantities to be released for delivery;

(f) any applicable technical requirements;

(g) any clauses required by applicable Law;

(h) any clauses requested by Buyer, including to comply with its customer terms, that are different from the Seller Standard Terms, which will be highlighted in the PO in order to ensure that Seller is aware of and can expressly agree to and comply with such clauses, and, *provided* that Seller is not required to agree to any such Buyer requests; and

(i) a statement on the face of the PO that reads as follows: "The parties agree that notwithstanding any reference to any other document, this purchase order shall be governed by that certain Supply Agreement entered into by Baker Hughes, a GE company, LLC, a Delaware limited liability company and General Electric Company, a New York corporation on July 3, 2017"; *provided* that the terms of this Supply Agreement shall apply notwithstanding the absence of such statement on the face of any PO between the Parties during the Term of this Supply Agreement.

Section 5.03 Modifications and Scheduling POs.

(a) All delivery dates, shipping instructions, quantities ordered and other like terms of a PO may be revised upon the issuance by Buyer to Seller of a change order in writing; *provided* that any and all changes set forth in such change orders must first be mutually agreed to by and between Buyer and Seller. If any such change results in an increase or decrease in the cost or time required for the performance of the work under the PO, there shall be a mutually agreed equitable adjustment of the PO price and the scheduled delivery date(s). Buyer shall pay for all work that Seller commenced for which the Seller has incurred costs under the PO prior to any quantities being decreased. Seller shall not be obligated to proceed with any requested changed or extra work, or other terms, until the price of such change and its effect on the scheduled delivery date(s) have been agreed upon and effected by a change order.

(b) Seller agrees to provide a general schedule and confirmation of completion/shipment date(s) at the time a PO is placed and accepted; *provided* that none of these schedules or confirmations shall modify any applicable agreed delivery date(s) set forth in the relevant POs as accepted by Seller. Subject to appropriate safeguards for the protection of Seller's proprietary information and upon reasonable advance request, Seller also agrees to allow Buyer's staff regular access to its facilities to review the PO status and quality, and to provide a bi-monthly report on schedule status. In the event that any portion of the Seller Goods falls behind schedule, Seller shall (a) provide a detailed schedule and verbal updates as needed with regard to the status of the PO completion and (b) allow for on-site expediting by Buyer or an agent appointed by them.

Section 5.04 Acceptance of POs. All POs, acceptances, change orders and other writings or electronic communications between the Parties, regardless of whether stated on the face of the PO or not, shall be (i) governed by this Supply Agreement and (ii) shall be deemed a separate and independent contract between Seller and Buyer from any other PO issued hereunder.

ARTICLE VI

TERMS & CONDITIONS OF PURCHASE

Section 6.01 Terms & Conditions of Purchase.

(a) Purchases made by Buyer of Seller Goods shall be subject to the following:

(i) the terms of this Supply Agreement;

(ii) the applicable Seller Standard Terms; and

(iii) subject to Section 5.02(h), any additional terms contained in POs issued hereunder (including, on a PO by PO basis, any modifications to the Seller Standard Terms that the Parties may, from time to time, agree to in writing following negotiations as may be required to meet the specification and contractual requirements of Buyer or Buyer's end customer).

(b) In the event of a conflict, the following order of precedence will prevail:

(i) the terms of this Supply Agreement, excluding the applicable Seller Standard Terms and Seller's Software License;

(ii) the terms of any POs issued hereunder;

(iii) Seller's Software License for the license of Seller's software;

(iv) the applicable Seller Standard Terms; and

(v) Drawings, specifications and related documents specifically incorporated by reference herein or in any PO.

ARTICLE VII

ALLOCATION OF LIABILITY

Section 7.01 Limitation of Liability. Notwithstanding anything to the contrary contained in this Supply Agreement or the applicable Seller Standard Terms, the Parties hereby agree that neither the Buyer nor the Seller shall be liable to the other for any loss of profit or revenues, loss of use of equipment or systems, interruption of business, cost of replacement power, cost of capital, downtime costs, increased operating cost, or any consequential, indirect, incidental, special or punitive damages Regardless of Cause or Action or claims of Buyer's customers for the foregoing types of damages.

ARTICLE VIII

PRICING, PAYMENT TERMS AND INVOICING

Section 8.01 Pricing and Payment Terms.

(a) Pricing for the Seller Goods set forth on Appendix 1 shall be based on the methodology set forth thereon. Charges in addition to those determined by the applicable pricing methodology (including charges in respect of terms pursuant to Section 6.01(a)(iii)) shall be agreed to in writing by Buyer and Seller.

(b) Pricing for the Seller Goods not set forth on Appendix 1 shall be determined based on pricing methodologies used by Seller for pricing such Seller Goods during the Baseline Period and in the absence of past orders on an arms' length basis.

Section 8.02 Invoicing. Buyer shall pay or settle each invoice from Seller, either directly by wire transfer or through GE's inter-company settlement system, no later than 30 days after Buyer's receipt of Seller's invoice.

Section 8.03 Taxes.

(a) Pricing for Seller Goods is exclusive of, and Buyer shall bear and timely pay, any and all sales, use, value-added, transfer and other similar Taxes (and any related interest and penalties) imposed on, or payable with respect to, any Seller Goods purchased by Buyer pursuant to this Supply Agreement; *provided* that (i) to the extent such Taxes are required to be collected and remitted by Seller, Buyer shall pay such Taxes to such Seller upon receipt of an invoice from such Seller, and (ii) for the avoidance of doubt, such Pricing shall be inclusive of, and Seller shall bear, any income similar Taxes imposed on or payable by Seller.

(b) Cooperation The Parties will take reasonable steps to cooperate to minimize the imposition of, and the amount of, Taxes described in this Section 8.03.

ARTICLE IX

GENERAL PROVISIONS

Section 9.01 Authority. Each Party represents that it has full power and authority to enter into and perform this Supply Agreement. Each Party represents that those persons signing this Supply Agreement on behalf of such Party are duly authorized Representatives of such Party and properly empowered to execute this Supply Agreement.

Section 9.02 Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given (and, in the case of delivery in person or by overnight mail, shall be deemed to have been duly given upon receipt) by delivery in person or overnight mail to the respective Parties, delivery by facsimile transmission (providing confirmation of transmission) to the respective Parties or delivery by electronic mail transmission (providing confirmation of transmission) to the respective Parties. Any notice sent by facsimile transmission or electronic mail transmission shall be deemed to have been given and received at the time of confirmation of transmission. All notices, requests, claims, demands and other communications hereunder shall be addressed as follows, or to such other address, facsimile number or email address for a Party as shall be specified in a notice given in accordance with this Section 9.02.

(a) If to Seller:

Baker Hughes, a GE company, LLC
17021 Aldine Westfield Road
Houston, Texas 77073

Attention: William D. Marsh
Telephone: (713) 879-1257
Facsimile: (713) 439-8472
Email: will.marsh@bhge.com

(b) If to Buyer:

General Electric Company
33-41 Farnsworth Street
Boston, Massachusetts 02210

Attention: James M. Waterbury
Telephone: (617) 443-3030
Facsimile: +44 207302 6834
Email: jim.waterbury@ge.com

Section 9.03 Entire Agreement, Waiver and Modification. This Supply Agreement, the applicable Seller Standard Terms and any POs issued hereunder are the complete and exclusive statement of the agreement between the Parties relating to the subject matter hereof. No modification, termination or waiver of any provision hereof shall be binding upon a Party unless made in writing and executed by an authorized Representative of such Party.

Section 9.04 No Third-Party Beneficiaries. This Supply Agreement is for the sole benefit of the Parties and their permitted successors and assigns and nothing in this Supply Agreement, express or implied, is intended to or shall confer upon any other Person, including any union or any employee or former employee of Seller or Buyer, or entity any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Supply Agreement.

Section 9.05 Compliance with Laws and Regulations.

(a) Each Party hereto shall be responsible for its own compliance with any and all Laws applicable to its performance under this Supply Agreement. No Party will take any action in violation of any such applicable Law that would reasonably be likely to result in liability being imposed on the other Party. Seller acknowledges that it has received, reviewed and agrees to follow the GE Integrity Guide for Suppliers, Contractors and Consultants, and other requirements of GE Suppliers hyperlinked or attached hereto as Appendix 4. The policies and procedures outlined in Appendix 4 shall apply to Baker Hughes or GE when it acts as Seller hereunder regardless of whether it has adopted or modified such policies.

(b) The PO price is based on Seller's design, manufacture and delivery of the Seller Goods pursuant to (a) its design criteria, manufacturing processes and procedures and quality assurance program, (b) those portions of industry specifications, codes and standards in effect as of the date of the PO that are applicable to the Seller Goods, and (c) United States Federal, State and local laws and rules of Governmental Entities in effect and applicable to the Seller Goods on the date of the PO.

Section 9.06 Governing Law; Dispute Resolution.

(a) This Supply Agreement and any disputes (whether for breach of contract, tortious conduct or otherwise and whether predicated on common law, statute or otherwise) shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance, in each case without reference to any conflict of law rules that might lead to the application of the laws of any other jurisdiction.

(b) The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

(c) Any dispute arising out of or in connection with this Supply Agreement or any POs issued under it between Buyer and Seller should be resolved as rapidly as reasonably possible pursuant to good faith discussion between the respective project or transaction level employees. If a dispute cannot be resolved between the project or transaction level employees within four (4) weeks of the dispute arising, the project or transaction level employees should submit the dispute to the leaders of their respective businesses for resolution. If the business leaders are unable to resolve the dispute promptly, it should be escalated to the Chief Executive Officer of Baker Hughes and the Chief Executive Officer of the relevant Tier 1 GE business (or such other equivalent officer as designated by such Tier 1 GE business Chief Executive Officer). If the dispute is nonetheless unresolved, the dispute resolutions procedures in (d) below shall apply.

(d) Any dispute arising out of or in connection with this Supply Agreement or an individual PO that cannot be settled by the negotiation procedure set forth in Section 9.06(c) shall be resolved in accordance with the dispute resolution provision in Seller Standard Terms.

Section 9.07 Confidentiality. In addition, and not in contravention, to the confidentiality provisions set forth in the Seller Standard Terms and the Transaction Agreement, the Parties agree as follows:

(a) In connection with this Supply Agreement, Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other Party (as to information received, the "Receiving Party") with Confidential Information. "Confidential Information" means (a) all pricing for Seller Goods, (b) all information that is designated in writing as "confidential" or "proprietary" by the Disclosing Party at the time of written disclosure, and (c) all information that is orally designated as "confidential" or "proprietary" by the Disclosing Party at the time of oral disclosure and is confirmed to be "confidential" or "proprietary" in writing within 10 days after oral disclosure. The obligations of this Section 9.07 shall not apply as to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than from disclosure by the Receiving Party, its Representatives or its Affiliates; (ii) is or becomes available to the Receiving Party or its Representatives or its Affiliates on a non-confidential basis from a source other than the Disclosing Party when the source is not, to the best of the Receiving Party's knowledge, subject to a confidentiality obligation to the Disclosing Party with respect to such information; (iii) is independently developed by Receiving Party, its Representatives or its Affiliates, without reference to the Confidential Information as evidenced by written documents; or (iv) is approved for disclosure in writing by the Disclosing Party.

(b) The Receiving Party agrees, (i) to use the Confidential Information only in connection with this Supply Agreement and permitted use(s) and maintenance of the Seller Goods, (ii) to take reasonable measures to prevent disclosure of the Confidential Information, except to its Representatives who have a need to know such information for such Party to perform its obligations under this Supply Agreement or in connection with the permitted use(s) and maintenance of the Seller Goods, and (iii) not to disclose the Confidential Information to a competitor of the Disclosing Party. The Receiving Party further agrees to obtain a commitment from any recipient of Confidential Information to comply with the terms of this Section 9.07 before disclosing the Confidential Information.

(c) If the Receiving Party or any of its Affiliates or Representatives is required by Law, legal process or a Governmental Entity to disclose any Confidential Information, that Party agrees to provide the Disclosing Party with prompt written notice to permit the Disclosing Party to seek an appropriate protective order or agency decision or to waive compliance by the Receiving Party with the provisions of this Section 9.07. If, absent the entry of a protective order or other similar remedy, the Receiving Party is based on the advice of its counsel legally compelled to disclose such Confidential Information, such Party may furnish only that portion of the Confidential Information that has been legally compelled to be disclosed, and shall exercise its reasonable efforts in good faith to obtain confidential treatment for any Confidential Information so disclosed.

(d) Upon written request of the Disclosing Party, the Receiving Party shall promptly at its option either: (i) return all Confidential Information disclosed to it or (ii) destroy (with such destruction certified in writing by the Disclosing Party) all Confidential Information, without retaining any copy thereof, except to the extent retention is necessary for the limited purpose to enable permitted use(s) and maintenance of the Seller Goods. No such termination of this Supply Agreement or return or destruction of any Confidential Information will affect the confidentiality obligations of the Receiving Party all of which will continue in effect as provided in this Supply Agreement.

(e) No Party shall make any press release or similar public announcement with respect to this Supply Agreement or any of the matters referred to herein.

Section 9.08 Counterparts; Electronic Transmission of Signatures. This Supply Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, and delivered by means of electronic mail transmission or otherwise, each of which when so executed and delivered shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

Section 9.09 Survival. The provisions of Article VI, Article VII, Article VIII, and Article IX of this Supply Agreement shall survive its termination.

Section 9.10 Assignment. Neither Buyer nor Seller shall be entitled to assign this Supply Agreement or any PO that incorporates this Supply Agreement to a third party non-Affiliate without the prior written consent of the other Party. Any assignee of Seller or Buyer shall be bound by the terms and conditions of this Supply Agreement.

Section 9.11 Rules of Construction. Interpretation of this Supply Agreement shall be governed by the following rules of construction: (a) words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires; (b) references to the terms Article, Section, paragraph and Appendix are references to the Articles, Sections, paragraphs and Appendices of this Supply Agreement unless otherwise specified; (c) the terms “hereof”, “herein”, “hereby”, “hereto”, and derivative or similar words refer to this entire Supply Agreement, including the Appendices and Exhibits hereto; (d) references to “$” shall mean U.S. dollars; (e) the word “including” and words of similar import when used in this Supply Agreement shall mean “including without limitation,” unless otherwise specified; (f) the word “or” shall not be exclusive; (g) references to “written” or “in writing” include in electronic mail form; (h) provisions shall apply, when appropriate, to successive events and transactions; (i) the headings contained in this Supply Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Supply Agreement; (j) Seller and Buyer have each participated in the negotiation and drafting of this Supply Agreement and all appendices and if an ambiguity or question of interpretation should arise, this Supply Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or burdening

either Party by virtue of the authorship of any of the provisions in any of this Supply Agreement; (k) a reference to any Person includes such Person's successors and permitted assigns; (l) any reference to "days" means calendar days unless Business Days are expressly specified; and (m) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Supply Agreement, the date that is the reference date in calculating such period shall be excluded, and if the last day of such period is not a Business Day, the period shall end on the next succeeding Business Day.

Section 9.12 Non-Recourse. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, Affiliate, agent, attorney or Representative of Seller or Buyer shall have any liability for any obligations or liabilities of such Party under this Supply Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby.

Section 9.13 Audit. Seller shall maintain a complete and correct set of records pertaining to expenses and other reimbursable costs that have been invoiced to the Buyer pursuant to the provision of Seller Goods under this Supply Agreement and compliance with Law (if Seller Goods being procured are in support of a United States government end customer or an end customer funded in whole or in part by the United States government) applicable to Seller's performance under this Supply Agreement (the "Records"). Upon the expiration or termination of this Supply Agreement, Buyer shall have the right, for 12-months from such expiration or termination, upon reasonable prior notice and during normal business hours, at Buyer's election and expense, to conduct one reasonable audit of the Records of Seller through an audit conducted by an independent third party auditor. Seller shall take all reasonable measures to ensure the safety of any auditor who is present on its premises.

Section 9.14 Independent Contractors. The relationship of Seller and Buyer established by this Supply Agreement is that of independent contractors.

IN WITNESS WHEREOF, the Parties have caused this Supply Agreement to be executed on the date first written above by their respective duly authorized officers.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Lee Whitley
Name: Lee Whitley
Title: Corporate Secretary

[*Signature Page to the Supply Agreement (BHGELLC to GE)*]

GENERAL ELECTRIC COMPANY

By: /s/ James M. Waterbury
Name: James M. Waterbury
Title: Vice President

[*Signature Page to the Supply Agreement (BHGELLC to GE)*]

Exhibit 10.14

EXECUTION VERSION

CREDIT AGREEMENT

dated as of

July 3, 2017

Among

BAKER HUGHES, A GE COMPANY, LLC,

as the Borrower,

The Lenders Party Hereto,

and

JPMORGAN CHASE BANK, N.A., as Administrative Agent

$3,000,000,000 REVOLVING CREDIT FACILITY

JPMorgan Chase Bank, N.A., Citigroup Global Markets Inc., Barclays Bank PLC,
Deutsche Bank Securities Inc., HSBC Bank USA, N.A.,
and UniCredit Bank AG, New York Branch,

as Joint Bookrunners and Joint Lead Arrangers

Citibank, N.A., Barclays Bank PLC, Deutsche Bank Securities Inc., HSBC Bank USA, N.A., and
UniCredit Bank AG, New York Branch,

as Syndication Agents

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SCHEDULES:

EXHIBITS:

CREDIT AGREEMENT (this "Agreement"), dated as of July 3, 2017, among BAKER HUGHES, A GE COMPANY, LLC (the "Borrower"), the Lenders (as defined below) party hereto and JPMORGAN CHASE BANK, N.A., as Administrative Agent (as defined below).

The parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"ABR", when used in reference to any Loan or Borrowing, refers to whether such Loan or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Alternate Base Rate.

"Alternate Base Rate" means, a fluctuating per annum rate of interest equal to the highest of (a) the Prime Rate in effect on such day, (b) the NYFRB Rate in effect on such day, plus 50 basis points per annum, and (c) the sum of (i) the Eurodollar Rate applicable for an Interest Period of one month determined two (2) Business Days prior to the first day of the then current month and (ii) 1.00% per annum. Any change in the Alternate Base Rate (or any component thereof) due to a change in the NYFRB Rate or the Eurodollar Rate, as the case may be, shall be effective from and including the effective date of such change in the NYFRB Rate or the Eurodollar Rate, as the case may be.

"Additional Commitment Bank" has the meaning set forth in Section 2.19(c).

"Administrative Agent" means JPMorgan Chase Bank, in its capacity as administrative agent for the Lenders hereunder.

"Administrative Questionnaire" means an Administrative Questionnaire in a form supplied by the Administrative Agent.

"Affiliate" means, with respect to a specified Person, another Person that directly, or indirectly through one or more intermediaries, Controls or is Controlled by or is under common Control with the Person specified.

"Anti-Corruption Laws" means all laws, rules and regulations of any jurisdiction applicable to the Borrower and its affiliated companies from time to time concerning or relating to bribery or corruption.

"Applicable Margin" means, for any day, with respect to any Loan or with respect to the commitment fees payable hereunder, as the case may be, the applicable rate (expressed in basis points per annum) set forth below under the caption "Commitment Fee Rate", "Eurodollar Loan Applicable Margin", or "ABR Loan Applicable Margin", as the case may be:

Pricing Level	Ratings Moody's/S&P	Commitment Fee Rate	Eurodollar Loan Applicable Margin	ABR Loan Applicable Margin
1	[3] Aa3/AA-	5.0	62.5	0.0
2	A1/A+	6.0	75.0	0.0
3	A2/A	7.5	87.5	0.0
4	A3/A-	9.0	100.0	0.0
5	£ Baa1/BBB+	12.5	112.5	12.5

For purposes of the foregoing, "Rating" means, as of any date of determination, the rating as determined by either S&P or Moody's of the Borrower's senior unsecured non-credit enhanced long-term Indebtedness for borrowed money; provided that, if a Rating is issued by each of S&P and Moody's, then the higher of such Ratings shall apply, unless there is a split in Ratings of more than one level, in which case the level that is one level lower than the higher Rating shall apply. The Ratings shall be determined from the most recent public announcement of any changes in the Ratings. If the rating system of S&P or Moody's shall change, the Borrower and the Administrative Agent shall negotiate in good faith to amend this Agreement to reflect such changed rating system and, pending the effectiveness of such amendment, the Rating shall be determined by reference to the rating most recently in effect prior to such change.

"Assignment and Acceptance" means an assignment and acceptance entered into by a Lender and an assignee (with the consent of any party whose consent is required by Section 8.04), and accepted by the Administrative Agent, in the form of Exhibit A or any other form approved by the Administrative Agent.

"Availability Period" means, with respect to the making of Loans, the period from and including the Effective Date to but excluding the earlier of the Final Maturity Date and the date of the termination of the relevant Commitments.

"Bail-In Action" means the exercise of any Write-Down and Conversion Powers by the applicable EEA Resolution Authority in respect of any liability of an EEA Financial Institution.

"Bail-In Legislation" means, with respect to any EEA Member Country implementing Article 55 of Directive 2014/59/EU of the European Parliament and of the Council of the European Union, the implementing law for such EEA Member Country from time to time which is described in the EU Bail-In Legislation Schedule.

"Bank Secrecy Act" means The Currency and Foreign Transactions Reporting Act (31 U.S.C. §§ 5311-5330), as amended.

"BHI" means Baker Hughes Incorporated, a Delaware corporation.

"Board" means the Board of Governors of the Federal Reserve System of the United States of America (or any successor).

"Borrower" has the meaning given to it in the preamble hereto.

"Borrowing" means Loans of the same Type, made to the Borrower, made, converted or continued on the same date and, in the case of Eurodollar Loans, as to which a single Interest Period is in effect.

"Borrowing Date" means any Business Day specified by the Borrower as a date on which the Borrower requests the Lenders to make Loans hereunder.

"Borrowing Request" means a request by the Borrower for a Borrowing in accordance with Section 2.03.

"Business Day" means any day that is not a Saturday, Sunday or other day on which commercial banks in New York City are authorized or required by law to remain closed; provided that, the term "Business Day" shall also exclude, when used in connection with a Eurodollar Loan, any day on which banks are not open for dealings in Dollar deposits in the London and New York interbank markets.

"Change Event" has the meaning given to it in Section 2.12.

"Change in Law" has the meaning given to it in Section 2.12.

"Change of Control" means Control, directly or indirectly, beneficially or of record, by any person or group (within the meaning of the Securities Exchange Act of 1934 and the rules of the Securities and Exchange Commission thereunder, as in effect on the Effective Date) (as used in this definition only, other than GE and its subsidiaries and affiliates, collectively, the "GE Group")), of equity interests representing a greater percentage of the aggregate ordinary voting power of the issued and outstanding equity interests of the Borrower than the percentage held by the GE Group at such time.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commitment" means, with respect to each Lender, the commitment of such Lender to make Loans hereunder, as such commitment may be (a) reduced from time to time pursuant to Section 2.06, (b) increased from time to time pursuant to Section 2.01(c), (c) reduced or increased from time to time pursuant to assignments by or to such Lender pursuant to Section 8.04, (d) with respect to a Declining Lender, terminated in accordance with Section 2.19(b). The initial amount of each Lender's Commitment is set forth on Schedule 2.01, in the Assignment and Acceptance pursuant to which such Lender shall have assumed its Commitment, or in the New Lender Supplement pursuant to which such Lender shall have become a party hereto, as applicable.

"Conduit Lender" means any special purpose corporation organized and administered by any Lender for the purpose of making Loans otherwise required to be made by such Lender and designated by such Lender in a written instrument; provided, that the designation by any Lender of a Conduit Lender shall not relieve the designating Lender of any of its obligations to fund a Loan under this Agreement if, for any reason, its Conduit Lender fails to fund any such Loan, and the designating Lender (and not the Conduit Lender) shall have the sole right and responsibility to deliver all consents and waivers required or requested under this Agreement with respect to its Conduit Lender, and provided, further, that no Conduit Lender shall (a) be entitled to receive any greater amount pursuant to Section 2.12, 2.13, 2.16 or 8.03 than the designating Lender would have been entitled to receive in respect of the extensions of credit made by such Conduit Lender or (b) be deemed to have any Commitment.

"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.

"Credit Exposure" means, with respect to any Lender at any time, the outstanding principal amount of such Lender's Loans at such time.

"Declining Lender" has the meaning set forth in Section 2.19.

"Default" means any event or condition which upon notice, lapse of time or both would, unless cured or waived, become an Event of Default.

"Defaulting Lender" means any Lender, as reasonably determined by the Administrative Agent, that has (a) failed to fund any portion of its Loans (other than at the direction or request of any regulatory authority) within three Business Days of the date required to be funded by it hereunder, (b) notified the Borrower, the Administrative Agent or any Lender in writing that it does not intend to comply with any of its funding obligations under this Agreement or has made a public statement to the effect that it does not intend to comply with its funding obligations under this Agreement or generally under other agreements in which it commits to extend credit, (c) failed, within three Business Days after request by the Administrative Agent, to confirm that it will comply with the terms of this Agreement relating to its obligations to fund prospective Loans, provided that such Lender shall cease to be a Defaulting Lender pursuant to this clause (c) upon receipt of such written confirmation by the Administrative Agent, (d) otherwise failed to pay over to the Administrative Agent or any other Lender any other amount required to be paid by it hereunder within three Business Days of the date when due, unless the subject of a good faith dispute, or (e) (i) become or is insolvent or has a parent company that has become or is insolvent, (ii) become the subject of a public bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or has a parent company that has become the subject of a public bankruptcy or insolvency proceeding, or has had a receiver, conservator, trustee or custodian appointed for it, or has taken any action in furtherance of, or indicating its consent to, approval of or acquiescence in any such proceeding or appointment or (iii) become the subject of a Bail-In Action, unless in the case of clauses (a), (b) and (c) above, such Lender notifies the Administrative Agent in writing that such failure is the result of such Lender's determination that one or more conditions precedent to funding has not been satisfied.

Notwithstanding anything to the contrary above, a Lender (other than a Lender which is the subject of a Bail-In Action) will not be a Defaulting Lender solely by virtue of the ownership or acquisition of any equity interests in, or other exercise of control over, such Lender or its parent company by any Governmental Authority. In the event that the Administrative Agent and the Borrower each agrees that a Defaulting Lender has adequately remedied all matters that caused such Lender to be a Defaulting Lender, then such Lender shall no longer be deemed to be a Defaulting Lender.

"Dollars" or "$" refers to lawful money of the United States of America.

"EEA Financial Institution" means (a) any institution established in any EEA Member Country which is subject to the supervision of an EEA Resolution Authority, (b) any entity established in an EEA Member Country which is a parent of an institution described in clause (a) of this definition, or (c) any institution established in an EEA Member Country which is a subsidiary of an institution described in clauses (a) or (b) of this definition and is subject to consolidated supervision with its parent.

"EEA Member Country" means any of the member states of the European Union, Iceland, Liechtenstein, and Norway.

"EEA Resolution Authority" means any public administrative authority or any Person entrusted with public administrative authority of any EEA Member Country (including any delegee) having responsibility for the resolution of any EEA Financial Institution.

"Effective Date" means the date on which the conditions specified in Section 4.01 are satisfied (or waived in accordance with Section 8.02).

"EMU Legislation" means legislative measures of the European Union (including, without limitation, the European Council regulations) for the introduction of, changeover to or operation of the Euro in one or more member states.

"EU Bail-In Legislation Schedule" means the EU Bail-In Legislation Schedule published by the Loan Market Association (or any successor Person), as in effect from time to time.

"Eurodollar" means, when used in reference to any Loan or Borrowing, refers to whether such Loan, or the Loans comprising such Borrowing, are bearing interest at a rate determined by reference to the Eurodollar Rate.

"Eurodollar Rate" means, with respect to any Eurodollar Borrowing for any Interest Period, the rate appearing on the Reuters Capital Markets Report Screen LIBOR01 (or on any successor or substitute page of such service, or any successor to or substitute for such service, providing rate quotations comparable to those currently provided on such page of such service, as determined by the Administrative Agent from time to time for purposes of providing quotations of interest rates applicable to Dollar deposits in the London interbank market) at approximately 11:00 a.m., London time, two Business Days prior to the commencement of such Interest Period, as the rate for Dollar deposits with a maturity comparable to such Interest Period; provided that if the rate appearing on such screen at such time shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Event of Default" has the meaning assigned to such term in Article VI.

"Excluded Taxes" means, with respect to the Administrative Agent, any Lender, or any other recipient of any payment to be made by or on account of any obligation of the Borrower hereunder, (a) taxes imposed on (or measured by) its net income or net profits and franchise taxes (imposed in lieu of net income taxes) by any jurisdiction as a result of such party being organized or resident, having its principal office or applicable lending office or doing business in such jurisdiction or having any other present or former connection with such jurisdiction (other than a business or other connection deemed to arise solely from such person having executed, delivered, become a party to, or performed its obligations or received a payment under, or enforced and/or engaged in any activities contemplated with respect to, this Agreement), (b) any withholding or backup withholding taxes attributable to any person's failure to comply with Section 2.13(e), (f) and (i) of this Agreement, (c) any tax that is imposed pursuant to a law in effect at the time such Lender becomes a party to this Agreement or designates a new lending office, except to the extent that such Lender or its assignor, if any, was entitled, immediately prior to such designation of a new lending office or assignment, to receive additional amounts from the Borrower with respect to any tax pursuant to Section 2.13 and other than pursuant to an assignment request of the Borrower under Section 2.15, (d) any tax in the nature of the branch profits tax within the meaning of Section 884(a) of the Code and any similar tax imposed by any jurisdiction and (e) any U.S. federal withholding taxes that are imposed by reason of or pursuant to FATCA.

"Extending Bank" has the meaning set forth in Section 2.19.

"FATCA" means Sections 1471–1474 of the Code as of the date of this Agreement (or any successor Code provisions that are substantively similar thereto and which do not impose criteria that are materially more onerous than those contained in such Sections as of the date of this Agreement), any current or future regulations issued thereunder or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code and any law, regulation, rule, promulgation, or official agreement implementing any such agreements.

"Federal Funds Effective Rate" means, for any day, the rate calculated by the NYFRB based on such day's federal funds transactions by depositary institutions, as determined in such manner as the NYFRB shall set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as the federal funds effective rate; provided that if the Federal Funds Effective Rate shall be less than zero, such rate shall be deemed to be zero for the purposes of this Agreement.

"Final Maturity Date" means July 3, 2022 or, with respect to any Extending Bank or Additional Commitment Bank, such later date as specified in Section 2.19.

"GAAP" means generally accepted accounting principles in the United States of America.

"GE" means General Electric Company.

"Governmental Authority" means the government of the United States of America, any other nation or any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government.

"Increased Facility Activation Notice" means a notice substantially in the form of Exhibit B-1.

"Increased Facility Closing Date" means any Business Day designated as such in an Increased Facility Activation Notice.

"Indebtedness" of any Person means, without duplication, (a) all obligations of such Person for borrowed money, (b) all obligations of such Person evidenced by bonds, debentures, notes or similar instruments and (c) all guarantees by such Person of Indebtedness of others.

"Indemnified Taxes" means Taxes (other than Excluded Taxes and Other Taxes) that are imposed in respect of a payment by, or on account of an obligation of, the Borrower hereunder.

"Indemnitee" has the meaning given to it in Section 8.03(b).

"Interest Election Request" means a request by the Borrower to convert or continue a Borrowing in accordance with Section 2.05.

"Interest Payment Date" means (a) with respect to any ABR Loan, the last day of each March, June, September and December and (b) with respect to any Eurodollar Loan, the last day of the Interest Period applicable to the Borrowing of which such Loan is a part and, in the case of a Eurodollar Borrowing with an Interest Period of more than three months' duration, each day prior to the last day of such Interest Period that occurs at intervals of three months' duration after the first day of such Interest Period.

"Interest Period" means, with respect to any Eurodollar Borrowing, the period commencing on the date of such Borrowing and ending on the numerically corresponding day in the calendar month that is one, two, three or six (or, to the extent made available by all the Lenders, twelve) months thereafter, as the Borrower may elect; provided, that (i) if any Interest Period would end on a day other than a Business Day, such Interest Period shall be extended to the next succeeding Business Day unless such next succeeding Business Day would fall in the next calendar month, in which case such Interest Period shall end on the next preceding Business Day and (ii) any Interest Period that commences on the last Business Day of a calendar month (or on a day for which there is no numerically corresponding day in the last calendar month of such Interest Period) shall end on the last Business Day of the last calendar month of such Interest Period. For purposes hereof, the date of a Borrowing initially shall be the date on which such Borrowing is made and thereafter shall be the effective date of the most recent conversion or continuation of such Borrowing.

"JPMorgan Chase Bank" means JPMorgan Chase Bank, N.A.

"Lead Arrangers" means the Joint Bookrunners and Joint Lead Arrangers identified on the cover page of this Agreement.

"Lenders" means the Persons listed on Schedule 2.01 and any other Person that shall have become a party hereto pursuant to a New Lender Supplement or an Assignment and Acceptance, other than any such Person that ceases to be a party hereto pursuant to an Assignment and Acceptance; provided, that unless the context otherwise requires, each reference herein to the Lenders shall be deemed to include any Conduit Lender.

"Loan Transactions" means the execution, delivery and performance by the Borrower of this Agreement, the borrowing of Loans and the use of the proceeds thereof.

"Loans" means the loans made by the Lenders to the Borrower pursuant to this Agreement.

"Material Adverse Effect" means a material adverse effect on (a) the business, property, operations or financial condition of the Borrower and its subsidiaries taken as a whole or (b) the validity or enforceability of this Agreement or the rights or remedies of the Administrative Agent or the Lenders hereunder.

"Moody's" means Moody's Investors Service, Inc. or any successor.

"New Lender" has the meaning given to it in Section 2.01(c)(ii).

"New Lender Supplement" has the meaning given to it in Section 2.01(c)(ii).

"Newco" means Bear Newco, Inc., a Delaware corporation.

"Newco 2" means BHI Newco, Inc., a Delaware corporation.

"Non-U.S. Lender" has the meaning given to it in Section 2.13(e).

"Notice Date" has the meaning set forth in Section 2.19.

"NYFRB" means the Federal Reserve Bank of New York.

"NYFRB Rate" means, for any day, the greater of (a) the Federal Funds Effective Rate in effect on such day and (b) the Overnight Bank Funding Rate in effect on such day (or for any day that is not a Business Day, for the immediately preceding Business Day); provided that if none of such rates are published for any day that is a Business Day, the term "NYFRB Rate" means the rate for a federal funds transaction quoted at 11:00 a.m. on such day received to the Administrative Agent from a Federal funds broker of recognized standing selected by it; provided, further, that if any of the aforesaid rates shall be less than zero, such rate shall be deemed to be zero for purposes of this Agreement.

"OFAC" means the Office of Foreign Assets Control of the United States Department of the Treasury.

"Other Taxes" means all present or future stamp, court or documentary, intangible, recording, filing or similar Taxes that arise from any payment made under, from the execution, delivery, performance, enforcement or registration of, from the receipt or perfection of a security interest under, or otherwise with respect to, this Agreement, except any such Taxes that are imposed with respect to an assignment (other than an assignment made pursuant to Section 2.13(g) or 2.15) and as a result of a present or former connection between any Lender or Administrative Agent and the jurisdiction imposing such Tax (other than connections arising from the Lender or Administrative Agent having executed, delivered, become a party to, performed its obligations under, received payments under, or enforced this Agreement).

"Overnight Bank Funding Rate" means, for any day, the rate comprised of both overnight federal funds and overnight Eurodollar borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the NYFRB as set forth on its public website from time to time, and published on the next succeeding Business Day by the NYFRB as an overnight bank funding rate (from and after such date as the NYFRB shall commence to publish such composite rate).

"Participating Member State" means a member of the European Communities that has the Euro as its currency in accordance with EMU Legislation.

"Participant" has the meaning given to it in Section 8.04(e).

"Participant Register" has the meaning given to it in Section 8.04(e).

"PDF", when used in reference to notices via e-mail attachment, means portable document format or a similar electronic file format.

"Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

"Prime Rate" means the rate of interest per annum publicly announced from time to time by JPMorgan Chase Bank as its prime rate in effect at its principal office in New York City; each change in the Prime Rate shall be effective from and including the date such change is publicly announced as being effective.

"Register" has the meaning set forth in Section 8.04.

"Regulation U" means Regulation U of the Board as in effect from time to time.

"Related Parties" means, with respect to any specified Person, such Person's Affiliates and the respective directors, officers, employees, agents and advisors of such Person and such Person's Affiliates.

"Required Lenders" means, at any time, Lenders (excluding Defaulting Lenders) having Credit Exposures and unused Commitments representing more than 50% of the sum of the total Credit Exposures and unused Commitments at such time (in each case, excluding the Commitments and Credit Exposures of Defaulting Lenders).

"S&P" means Standard & Poor's Ratings Services or any successor.

"Sanctioned Country" means a country or territory that is, or whose government is, 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, any EU member state or Canada, (b) any Governmental Authority 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, Her Majesty's Treasury of the United Kingdom or Canada.

"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 GAAP 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.

"Subsidiary" means any subsidiary of the Borrower.

"Syndication Agents" means the Syndication Agents identified on the cover page of this Agreement.

"Taxes" means any and all present or future taxes, levies, imposts, duties, deductions, or withholdings (including backup withholding), assessments, fees or other charges imposed by any Governmental Authority, including any interest, additions to tax or penalties applicable thereto.

"Transactions" means those transactions set forth in the Transaction Agreement and Plan of Merger, dated October 30, 2016, and as amended on March 27, 2017 (as may be amended from time to time, with such changes to the Transaction Agreement as are not materially adverse to the Administrative Agent or the Lenders), entered into among BHI, GE, Newco, Bear MergerSub, Inc., a Delaware corporation, Newco 2, and Bear MergerSub 2, Inc., a Delaware corporation, including (i) the merger of BHI with an indirect, wholly owned subsidiary of BHI, with BHI surviving the merger as a direct wholly owned subsidiary of Newco 2 (the "First Merger"), (ii) the conversion of the surviving corporation of the First Merger into the Borrower (the "Conversion"), (iii) the merger of Newco 2 with Newco ("New Baker Hughes"), with New Baker Hughes surviving the merger (the "Second Merger" and collectively with the First Merger, the "Mergers") and (iv) the transfer by GE to the Borrower, following the Mergers and the Conversion of (1) all of the equity interests of the GE oil and gas holding companies that will hold directly or indirectly all of the assets and liabilities of GE oil and gas, including any GE oil and gas operating subsidiaries, and (2) $7,400,000,000 in cash in exchange for approximately 62.5% of the membership interests in the Borrower.

"Treaty" means the Treaty establishing the European Economic Community, being the Treaty of Rome of March 25, 1957, as amended by the Single European Act 1987, the Maastricht Treaty (which was signed at Maastricht on February 7, 1992 and came into force on November 1, 1993), the Amsterdam Treaty (which was signed at Amsterdam on October 2, 1997 and came into force on May 1, 1999) and the Nice Treaty (which was signed at Nice on February 26, 2001), each as amended from time to time and as referred to in legislative measures of the European Union for the introduction of, changeover to or operating of the Euro in one or more member states.

"Type", when used in reference to any Loan or Borrowing, refers to whether the rate of interest on such Loan, or on the Loans comprising such Borrowing, is determined by reference to the Eurodollar Rate or the Alternate Base Rate.

"Withholding Agent" means the Borrower and the Administrative Agent.

"Write-Down and Conversion Powers" means, with respect to any EEA Resolution Authority, the write-down and conversion powers of such EEA Resolution Authority from time to time under the Bail-In Legislation for the applicable EEA Member Country, which write-down and conversion powers are described in the EU Bail-In Legislation Schedule.

SECTION 1.02. Classification of Loans and Borrowings. For purposes of this Agreement, Loans may be classified and referred to by Type (e.g., "Eurodollar Loans"). Borrowings also may be classified and referred to by Type (e.g., "a Eurodollar Borrowing").

SECTION 1.03. Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any reference herein to any Person shall be construed to include such Person's successors and assigns, (b) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof and (c) all references herein to Articles, Sections, Exhibits and Schedules shall be construed to refer to Articles and Sections of, and Exhibits and Schedules to, this Agreement.

ARTICLE II

THE CREDITS

SECTION 2.01. Commitments; Extension Option; Additional Commitments.

(a) Subject to the terms and conditions set forth herein, each Lender severally agrees to make loans (each, a "Loan") in Dollars to the Borrower from time to time during the Availability Period in an aggregate principal amount that will not result in such Lender's Credit Exposure exceeding such Lender's Commitment. Within the foregoing limit and subject to the terms and conditions set forth herein, the Borrower may borrow, prepay and reborrow Loans, except that no borrowing or reborrowing may occur after the Availability Period. The Loans shall in each case be ABR Loans or Eurodollar Loans, as the Borrower shall request.

(b) [Reserved].

(c) (a) The Borrower and any one or more Lenders (including New Lenders) may, with the consent of the Administrative Agent (such consent not to be unreasonably withheld or delayed), at any time after the Effective Date, agree that such Lenders shall obtain or increase the amount of their Commitments by executing and delivering to the Administrative Agent an Increased Facility Activation Notice specifying (a) the amount of such increase and (b) the applicable Increased Facility Closing Date. Notwithstanding the foregoing, without the consent of the Required Lenders (such consent not to be unreasonably withheld or delayed), (i) the aggregate amount of the Commitments may not be increased by an amount greater than $500,000,000, (ii) each increase effected pursuant to this paragraph shall be in a minimum amount of at least $5,000,000 and (iii) no more than eight Increased Facility Closing Dates may be selected by the Borrower during the term of this Agreement. No Lender shall have any obligation to participate in any increase described in this paragraph unless it agrees in writing to do so in its sole discretion. The Administrative Agent shall promptly give notice to all Lenders of any such increase.

(d) Any additional bank, financial institution or other entity which, with the consent of the Borrower and the Administrative Agent, elects to become a "Lender" under this Agreement in connection with any transaction described in Section 2.01(c)(i) shall execute a New Lender Supplement (each, a "New Lender Supplement"), substantially in the form of Exhibit B-2, whereupon such bank, financial institution or other entity (a "New Lender") shall become a Lender for all purposes and to the same extent as if originally a party hereto and shall be bound by and entitled to the benefits of this Agreement (other than with respect to the payment of any fees or interest prior to the date such New Lender becomes a Lender).

(e) On each Increased Facility Closing Date with respect to which there are Loans then outstanding, the New Lender(s) and/or the Lender(s) that have increased their Commitments shall make Loans, the proceeds of which will be used to prepay the Loans of other Lenders, so that, after giving effect thereto, the resulting Loans outstanding are allocated ratably among the Lenders in accordance with Section 2.02 based on their respective unused Commitments after giving effect to such Increased Facility Closing Date.

SECTION 2.02. Loans and Borrowings.

(a) Each Loan shall be made as part of a Borrowing consisting of Loans made by the Lenders ratably in accordance with their respective unused Commitments. Subject to Section 2.11, each Borrowing shall be comprised entirely of ABR Loans or Eurodollar Loans as the Borrower may request in accordance herewith.

(b) The failure of any Lender to make any Loan required to be made by it shall not relieve any other Lender of its obligations hereunder; provided that, other than any Commitment made by a Lender through a Conduit Lender as described in the definition thereof, which Commitment shall be the joint obligation of such Conduit Lender and its designating Lender, the Commitments of the Lenders are several and no Lender shall be responsible for any other Lender's failure to make Loans as required.

(c) Each Lender at its option may make any Eurodollar Loan by causing any domestic or foreign branch or Affiliate of such Lender to make such Loan; provided that any exercise of such option shall not affect the obligation of the Borrower to repay such Loan in accordance with the terms of this Agreement.

(d) At the commencement of each Interest Period for any Eurodollar Borrowing and at the time that each ABR Borrowing is made, as the case may be, such Borrowing shall be in an aggregate amount that is an integral multiple of $2,500,000 and not less than $10,000,000 for Eurodollar Borrowings and ABR Borrowings; provided that each such Borrowing may be in an aggregate amount that is equal to the entire unused balance of the total Commitments.

(e) Borrowings of more than one Type may be outstanding at the same time; provided that there shall not at any time be more than a total of ten Eurodollar Borrowings made by the Borrower.

(f) Notwithstanding any other provision of this Agreement, the Borrower shall not be entitled to request, or to elect to convert or continue, any Borrowing if the Interest Period requested with respect thereto would end after the Final Maturity Date.

SECTION 2.03. Requests for Borrowings. To request a Borrowing, the Borrower shall notify the Administrative Agent of such request by telephone (a) in the case of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, three Business Days before the date of the proposed Borrowing or (b) in the case of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of the proposed Borrowing. Each such telephonic Borrowing Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy or email with PDF attachment to the Administrative Agent of a written Borrowing Request in a form approved by the Administrative Agent and signed by the Borrower. Each such telephonic and written Borrowing Request shall specify the following information in compliance with Section 2.02:

(i) the aggregate amount and currency of the requested Borrowing;

(ii) the date of such Borrowing, which shall be a Business Day;

(iii) whether such Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing;

(iv) in the case of a Eurodollar Borrowing, the initial Interest Period to be applicable thereto, which shall be a period contemplated by the definition of the term "Interest Period"; and

(v) the location and number of the Borrower's account to which funds are to be disbursed, which shall comply with the requirements of Section 2.04.

If no election as to the Type of Borrowing is specified, then the requested Borrowing shall be an ABR Borrowing. If no Interest Period is specified with respect to any requested Eurodollar Borrowing, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of a Borrowing Request in accordance with this Section, the Administrative Agent shall advise each Lender of the details thereof and of the amount of such Lender's Loan to be made as part of the requested Borrowing.

SECTION 2.04. Funding of Borrowings.

(a) Each Lender shall make each Loan to be made by it hereunder on the proposed date thereof by wire transfer of immediately available funds in Dollars by 1:00 p.m., New York City time, to the account of the Administrative Agent most recently designated by it for such purpose by notice to the Lenders. The Administrative Agent will make such Loans available to the Borrower by promptly crediting the amounts so received, in like funds, to an account of the Borrower maintained with the Administrative Agent and designated by the Borrower in the applicable Borrowing Request.

(b) Unless the Administrative Agent shall have received notice from a Lender prior to the proposed time of any Borrowing that such Lender will not make available to the Administrative Agent such Lender's share of such Borrowing, the Administrative Agent may assume that such Lender has made such share available on such date in accordance with paragraph (a) of this Section and may, in reliance upon such assumption, make available to the Borrower a corresponding amount. In such event, if a Lender has not in fact made its share of the applicable Borrowing available to the Administrative Agent, then (x) the Administrative Agent shall notify the Borrower of such inaction promptly following the Administrative Agent's discovery of such inaction and (y) the applicable Lender and the Borrower severally agree to pay to the Administrative Agent forthwith on demand such corresponding amount with interest thereon, for each day from and including the date such amount is made available to the Borrower to but excluding the date of payment to the Administrative Agent, at (i) in the case of such Lender, the Federal Funds Effective Rate (or, in the case of Eurodollar Loans, such other customary overnight rate as shall be specified by the Administrative Agent) or (ii) in the case of the Borrower, the interest rate applicable to such Loans. If such Lender pays such amount to the Administrative Agent, then such amount shall constitute such Lender's Loan included in such Borrowing.

SECTION 2.05. Interest Elections.

(a) Each Borrowing initially shall be of the Type specified in the applicable Borrowing Request and, in the case of a Eurodollar Borrowing, shall have an initial Interest Period as specified in such Borrowing Request. During the Availability Period, the Borrower may elect to convert such Borrowing to a different Type or to continue such Borrowing and, in the case of a Eurodollar Borrowing, may elect Interest Periods therefor, all as provided in this Section. The Borrower may elect different options with respect to different portions of the affected Borrowing, in which case each such portion shall be allocated ratably among the Lenders holding the Loans comprising such Borrowing, and the Loans comprising each such portion shall be considered a separate Borrowing.

(b) To make an election pursuant to this Section, the Borrower shall notify the Administrative Agent of such election by telephone by the time that a Borrowing Request would be required under Section 2.03 if the Borrower were requesting a Borrowing of the Type resulting from such election to be made on the effective date of such election. Each such telephonic Interest Election Request shall be irrevocable and shall be confirmed promptly by hand delivery or telecopy or email with PDF attachment to the Administrative Agent of a written Interest Election Request in a form approved by the Administrative Agent and signed by the Borrower.

(c) Each telephonic and written Interest Election Request shall specify the following information in compliance with Section 2.02:

(i) the Borrower and the Borrowing to which such Interest Election Request applies and, if different options are being elected with respect to different portions thereof, the portions thereof to be allocated to each resulting Borrowing (in which case the information to be specified pursuant to clauses (iii) and (iv) below shall be specified for each resulting Borrowing);

(ii) the effective date of the election made pursuant to such Interest Election Request, which shall be a Business Day;

(iii) whether the resulting Borrowing is to be an ABR Borrowing or a Eurodollar Borrowing; and

(iv) if the resulting Borrowing is a Eurodollar Borrowing, the Interest Period to be applicable thereto after giving effect to such election, which shall be a period contemplated by the definition of the term "Interest Period".

(d) If any such Interest Election Request requests a Eurodollar Borrowing but does not specify an Interest Period, then the Borrower shall be deemed to have selected an Interest Period of one month's duration. Promptly following receipt of an Interest Election Request, the Administrative Agent shall advise each Lender of the details thereof and of such Lender's portion of each resulting Borrowing.

(e) If the Borrower fails to deliver a timely Interest Election Request with respect to a Eurodollar Borrowing prior to the end of the Interest Period applicable thereto, then, unless such Borrowing is repaid as provided herein, at the end of such Interest Period such Borrowing shall be converted to an ABR Borrowing.

SECTION 2.06. Termination and Reduction of Commitments.

(a) Unless previously terminated, the Commitments shall terminate on the Final Maturity Date.

(b) The Borrower may at any time terminate, or from time to time reduce, any of the Commitments; provided that (i) each reduction of the Commitments shall be in an amount that is an integral multiple of $10,000,000 and not less than $50,000,000, (ii) the Borrower shall not terminate or reduce the Commitments if, after giving effect to any concurrent prepayment of the Loans in accordance with Section 2.08, the total Credit Exposures would exceed the total Commitments.

(c) The Borrower shall notify the Administrative Agent of any election to terminate or reduce any of the Commitments under paragraph (b) of this Section at least three Business Days prior to the effective date of such termination or reduction, specifying such election and the effective date thereof. Promptly following receipt of any notice, the Administrative Agent shall advise the Lenders of the contents thereof. Each notice delivered by the Borrower pursuant to this Section shall be irrevocable; provided that a notice of termination of Commitments delivered by the Borrower may state that such notice is conditioned upon the effectiveness of other credit facilities or the closing of a capital markets transaction, in which case such notice may be revoked by the Borrower (by notice to the Administrative Agent on or prior to the specified effective date) if such condition is not satisfied. Any termination or reduction of the Commitments shall be permanent. Each reduction of the Commitments shall be made ratably among the Lenders in accordance with their respective Commitments.

SECTION 2.07. Repayment of Loans; Evidence of Debt.

(a) The Borrower hereby unconditionally promises to pay to the Administrative Agent for the account of each Lender the then unpaid principal amount of each Loan on the Final Maturity Date in Dollars.

(b) Each Lender shall maintain in accordance with its usual practice an account or accounts evidencing the indebtedness of the Borrower to such Lender resulting from each Loan made by such Lender to the Borrower, including the amounts of principal and interest payable and paid to such Lender from time to time hereunder.

(c) The Administrative Agent shall maintain accounts in which it shall record (i) the amount of each Loan made hereunder, the Type thereof and the Interest Period applicable thereto, (ii) the amount of any principal or interest due and payable or to become due and payable from the Borrower to each Lender hereunder and (iii) the amount of any sum received by the Administrative Agent hereunder for the account of the Lenders and each Lender's share thereof.

(d) The entries made in the accounts maintained pursuant to paragraph (b) or (c) of this Section shall be prima facie evidence of the existence and amounts of the obligations recorded therein; provided that the failure of any Lender or the Administrative Agent to maintain such accounts or any error therein shall not in any manner affect the obligation of the Borrower to repay the Loans to it in accordance with the terms of this Agreement.

(e) Any Lender may reasonably request that Loans made by it to the Borrower be evidenced by a promissory note. In such event, the Borrower shall prepare, execute and deliver to such Lender a promissory note payable to the order of such Lender (or, if requested by such Lender, to such Lender and its registered assigns) and in a form approved by the Administrative Agent and the Borrower. Thereafter, the Loans evidenced by such promissory note and interest thereon shall at all times (including after assignment pursuant to Section 8.04) be represented by one or more promissory notes in such form payable to the order of the payee named therein (or, if such promissory note is a registered note, to such payee and its registered assigns).

SECTION 2.08. Prepayment of Loans.

(a) Subject to prior notice in accordance with paragraph (b) of this Section, the Borrower may at its option, at any time, without premium or penalty of any kind (other than any payments required under Section 2.16), prepay, in whole or in part, any Borrowings in Dollars.

(b) The Borrower shall notify the Administrative Agent by telephone (confirmed by telecopy or email with PDF attachment) of any prepayment hereunder (i) in the case of prepayment of a Eurodollar Borrowing, not later than 11:00 a.m., New York City time, on the date three Business Days prior to the date of prepayment or (ii) in the case of prepayment of an ABR Borrowing, not later than 10:00 a.m., New York City time, on the date of prepayment. Each such notice shall be irrevocable and shall specify the prepayment date and the principal amount of each Borrowing or portion thereof to be prepaid; provided that, if a notice of prepayment is given in connection with a conditional notice of termination of Commitments as contemplated by Section 2.06, then such notice of prepayment may be revoked if such notice of termination is revoked in accordance with Section 2.06. Promptly following receipt of any such notice relating to a Borrowing, the Administrative Agent shall advise the Lenders of the contents thereof. Each partial prepayment of any Borrowing shall be in an amount that would be permitted in the case of an advance of a Borrowing of the same Type as provided in Section 2.02. Each prepayment of a Borrowing shall be applied ratably to the Loans included in the prepaid Borrowing. Prepayments shall be accompanied by accrued interest to the extent required by Section 2.10.

Section 2.09. Fees.

(a) The Borrower agrees to pay to the Administrative Agent for the account of each Lender a commitment fee in Dollars, which shall accrue at a rate per annum equal to the Applicable Margin under the caption "Commitment Fee Rate" on the average daily unused amount of each Commitment of such Lender during the period from and including the date hereof to but excluding the date on which such Commitment terminates. Accrued commitment fees shall be payable in arrears on the last day of March, June, September and December of each year and on the date on which the Commitments terminate, commencing on the first such date to occur after the date hereof. All commitment fees shall be computed on the basis of a year of 365 or 366 days, as the case may be, and shall be payable for the actual number of days elapsed (including the first Business Day but excluding the last day).

(b) The Borrower agrees to pay to the Administrative Agent, for its own account, fees payable in the amounts and at the times separately agreed upon between the Borrower and the Administrative Agent.

(c) All fees payable hereunder shall be paid on the dates due, in immediately available funds, to the Administrative Agent for distribution, in the case of commitment fees, to the Lenders. Fees paid shall not be refundable under any circumstances.

Section 2.10. Interest.

(a) The Loans comprising each ABR Borrowing shall bear interest at a rate per annum equal to the Alternate Base Rate plus the Applicable Margin.

(b) The Loans comprising each Eurodollar Borrowing shall bear interest at a rate per annum equal to the Eurodollar Rate for the Interest Period in effect for such Borrowing plus the Applicable Margin.

(c) Accrued interest on each Loan shall be payable in Dollars in arrears on each Interest Payment Date for such Loan; provided that (i) in the event of any repayment or prepayment of any Loan (other than a prepayment of an ABR Loan prior to the end of the Availability Period), accrued interest on the principal amount repaid or prepaid shall be payable on the date of such repayment or prepayment, (ii) in the event of any conversion of any Eurodollar Loan prior to the end of the current Interest Period therefor, accrued interest on such Loan shall be payable on the effective date of such conversion, and (iii) all accrued interest on a Loan shall be payable upon termination of the Commitments applicable to such Loan and upon the Final Maturity Date.

(d) All interest hereunder shall be computed on the basis of a year of 360 days, except that interest computed by reference to the Alternate Base Rate shall be computed on the basis of a year of 365 days (or 366 days in a leap year), and in each case shall be payable for the actual number of days elapsed (including the first day but excluding the last day). The applicable Alternate Base Rate or Eurodollar Rate shall be determined by the Administrative Agent, and such determination shall be conclusive absent manifest error.

SECTION 2.11. Alternate Rate of Interest. If prior to the commencement of any Interest Period for a Eurodollar Borrowing:

(a) the Administrative Agent determines (which determination shall be conclusive absent manifest error) that adequate and reasonable means do not exist for ascertaining the Eurodollar Rate for such Interest Period; or

(b) the Administrative Agent is advised by the Required Lenders that the Eurodollar Rate for such Interest Period will not adequately and fairly reflect the cost to such Lenders (or Lender) of making or maintaining their Loans (or its Loan) included in such Borrowing for such Interest Period;

then the Administrative Agent shall give notice thereof to the Borrower and the Lender or Lenders by telephone or telecopy as promptly as practicable thereafter and, until the Administrative Agent notifies the Borrower and the Lenders that the circumstances giving rise to such notice no longer exist, (i) any Interest Election Request that requests the conversion of any Borrowing to, or continuation of any Borrowing as, a Eurodollar Borrowing shall be ineffective, and (ii) if any Borrowing Request requests a Eurodollar Borrowing,

such Borrowing shall be made as an ABR Borrowing; provided that if the circumstances giving rise to such notice affect fewer than all Types of Borrowings, then the other Types of Borrowings shall be permitted.

SECTION 2.12. Increased Costs. In the event that by reason of any change after the date of this Agreement in applicable law or regulation or in the interpretation thereof by any Governmental Authority charged with the administration, application or interpretation thereof, or by reason of the adoption or enactment after the date of this Agreement of any requirement or directive (whether or not having the force of law) of any Governmental Authority (each a "Change Event"); provided that, notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, guidelines or directives thereunder or issued in connection therewith, but only in the event that the applicable Change Event results in the applicable Lender being in a materially different adverse position than exists as of the Effective Date with respect to any of the items described in categories (a) and (b) below and (y) all requests, rules, guidelines or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities, in each case pursuant to Basel III, shall be deemed to be a "Change in Law," regardless of the date enacted, adopted or issued (collectively, a "Change in Law"):

(a) any Lender shall, with respect to this Agreement, be subject to any tax, levy, impost, charge, fee, duty, deduction or withholding of any kind whatsoever (other than (i) any Indemnified Taxes or Other Taxes in respect of which additional amounts are payable (or would be so payable but for an exception under Section 2.13) pursuant to Section 2.13; or (ii) Excluded Taxes); or

(b) any reserve, capital adequacy, special deposit, liquidity or similar requirements of law should be imposed on either the commitments to lend or the foreign claims of deposits of any Lender;

and if any of the above-mentioned measures shall result in a material increase in the cost to such Lender of making or maintaining its Loans or Commitments or a material reduction in the amount of principal or interest received or receivable by such Lender in respect thereof, then upon prompt written notification (which shall include the date of effectiveness of such change, adoption or enactment) and demand being made by such Lender for such additional cost or reduction, the Borrower shall pay to such Lender, within 30 days of such demand being made by such Lender, such additional cost or reduction; provided, however, that the Borrower shall not be responsible for any such cost or reduction that may accrue to such Lender with respect to the period between the occurrence of the event which gave rise to such cost or reduction and the date on which notification is given by such Lender to the Borrower; and provided, further, that the Borrower shall not be obligated to pay such Lender any such additional cost or reduction unless such Lender certifies to the Borrower that at such time such Lender shall be generally assessing such amounts on a non-discriminatory basis against borrowers under agreements having provisions similar to this Section; and provided, further, that any such additional cost or reduction allocated to any Loan or Commitment shall not exceed the Borrower's pro rata share of all costs attributable to all loans or advances or commitments to all borrowers by such Lender that collectively result in the consequences for which such Lender is to be compensated by the Borrower. Within 30 days of receipt of such notification, the Borrower will pay such additional costs as may be applicable to the period subsequent to notification or prepay in full all Loans to it outstanding under this Agreement so affected by such additional costs, together with interest and fees accrued thereon to the date of prepayment in full. Such Lender shall use reasonable efforts (consistent with its internal policy applied on a non-discriminatory basis and legal and regulatory restrictions) to designate a different applicable lending office for the Loans made by it and its Commitments or to take other appropriate actions if such designation or actions, as the case may be, will avoid the need for, or reduce the amount of, any increased costs to the Borrower incurred under this Section, and will not, in the opinion of such Lender, be otherwise disadvantageous to such Lender.

Section 2.13. Taxes.

(a) Any and all payments by or on account of any obligation of the Borrower hereunder shall be made free and clear of and without deduction or withholding for any Taxes, except as required by law; provided that if the applicable Withholding Agent shall be required to deduct or withhold any Indemnified Taxes or Other Taxes from such payments, then (i) the sum payable shall be increased as necessary so that after making all required deductions and withholdings (including deductions or withholdings applicable to additional sums payable under this Section) the Administrative Agent or Lender (as the case may be) receives from the Borrower an amount equal to the sum it would have received had no such deductions or withholdings been made, (ii) the applicable Withholding Agent shall make such deductions or withholdings and (iii) the applicable Withholding Agent shall pay the full amount deducted or withheld to the relevant Governmental Authority in accordance with applicable law. For the avoidance of doubt, a Tax imposed by reason of or pursuant to FATCA is a Tax required by law to be deducted or withheld.

(b) In addition, the Borrower shall pay any Other Taxes to the relevant Governmental Authority in accordance with applicable law.

(c) The Borrower shall indemnify the Administrative Agent and each Lender, within 10 days after written demand therefor, for the full amount of any Indemnified Taxes or Other Taxes (including Indemnified Taxes or Other Taxes imposed or asserted on or attributable to amounts payable under this Section) paid by the Administrative Agent or such Lender, as the case may be (other than any penalties, interest and expenses resulting from any bad faith, gross negligence or willful misconduct of the Administrative Agent or such Lender), whether or not such Indemnified Taxes or Other Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to the Borrower by a Lender, or by the Administrative Agent on its own behalf or on behalf of a Lender, shall be conclusive absent manifest error.

(d) As soon as practicable after any payment of Indemnified Taxes or Other Taxes by the Borrower to a Governmental Authority, the Borrower shall deliver to the Administrative Agent the original or a certified copy of a receipt issued by such Governmental Authority evidencing such payment, a copy of the return reporting such payment or other evidence of such payment reasonably satisfactory to the Administrative Agent.

(e) Any Lender that is entitled to an exemption from or reduction of withholding tax with respect to payments under this Agreement shall deliver to the Administrative Agent, at the time or times prescribed by applicable law or reasonably requested by the Administrative Agent, such properly completed and executed documentation prescribed by applicable law as will permit such payments to be made without withholding or at a reduced rate. In addition, any Lender, if reasonably requested by the Administrative Agent, shall deliver such other documentation prescribed by applicable law or reasonably requested by the Administrative Agent as will enable the Administrative Agent to determine whether or not such Lender is subject to backup withholding or information reporting requirements. Without limiting the generality of the foregoing, (i) each Lender (or Assignee or Participant) that is a "United States person" as defined in Section 7701(a)(30) of the Code shall deliver to the Administrative Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of IRS Form W-9 certifying that such Lender (or Assignee or Participant) is exempt from U.S. federal backup withholding tax, (ii) each Lender (or Assignee or Participant) that is not a "United States person" as defined in Section 7701(a)(30) of the Code (a "Non-U.S. Lender") shall deliver to the Administrative

Agent (or, in the case of a Participant, to the Lender from which the related participation shall have been purchased) two copies of IRS Form W-8BEN or W-8BEN-E, Form W-8ECI or Form W-8IMY (together with any applicable underlying IRS forms), and, in the case of a Non-U.S. Lender claiming the benefits of the exemption for portfolio interest under Section 881(c) of the Code, a certificate substantially in the form of Exhibit C-1, C-2, C-3 or C-4, as applicable, or any subsequent versions thereof or successors thereto, properly completed and duly executed by such Non-U.S. Lender claiming complete exemption from, or a reduced rate of, U.S. federal withholding tax on payments under this Agreement, and (iii) if a payment made to a Lender under this Agreement would be subject to U.S. federal withholding Tax imposed by FATCA if such Lender were to fail to comply with the applicable documentation or reporting requirements of FATCA (including those required pursuant to Section 1471(b) or 1472(b) of the Code, as applicable), such Lender shall deliver to the Administrative Agent, at the time or times prescribed by law and at such time or times reasonably requested by the Administrative Agent, such documentation prescribed by applicable law (including as prescribed by Section 1471(b)(3)(C)(i) of the Code) and such additional documentation reasonably requested by the Administrative Agent as may be necessary for the Administrative Agent to comply with its obligations under FATCA, to determine that such Lender has or has not complied with such Lender's obligations under FATCA or to determine the amount to deduct and withhold from such payment (and, solely for purposes of this Section 2.13(e)(iii), "FATCA" shall include any amendments made to FATCA after the date of this Agreement). Such forms and documentation shall be delivered by each Lender on or before the date it becomes a party to this Agreement (or, in the case of any Participant, on or before the date such Participant purchases the related participation) and from time to time thereafter upon the request of the Administrative Agent. In addition, each Lender shall deliver such forms and documentation promptly upon the expiration, obsolescence or invalidity of any form or documentation previously delivered by such Lender. Each Lender shall promptly notify the Administrative Agent at any time it determines that it is no longer in a position to provide any previously delivered certificate to the Borrower (or any other form of certification adopted by the U.S. taxing authorities for such purpose). Notwithstanding any other provision of this Section, a Lender shall not be required to deliver any form and documentation pursuant to this Section that such Lender is not legally able to deliver.

(f) Any Non-U.S. Lender shall, to the extent it is legally entitled to do so, deliver to the Administrative Agent (in such number of copies as shall be requested by the recipient) on or prior to the date on which such Non-U.S. Lender becomes a Lender under this Agreement (and from time to time thereafter upon the reasonable request of the Administrative Agent), executed copies of any other form prescribed by applicable law as a basis for claiming exemption from or a reduction in U.S. federal withholding Tax, duly completed, together with such supplementary documentation as may be prescribed by applicable law to permit the Administrative Agent to determine the withholding or deduction required to be made.

Each Lender agrees that if any form or certification it previously delivered expires or becomes obsolete or inaccurate in any respect, it shall update such form or certification or promptly notify the Administrative Agent in writing of its legal inability to do so.

(g) The Administrative Agent and each Lender shall use reasonable efforts (consistent with its internal policy applied on a non-discriminatory basis and legal and regulatory restrictions) to designate a different applicable lending office for the Loans made by it and its Commitments or to take other appropriate actions if such designation or actions, as the case may be, will avoid the need for, or reduce the amount of, any payments the Borrower is required to make under this Section 2.13, and will not, in the opinion of the Administrative Agent or such Lender, be otherwise disadvantageous to the Administrative Agent or such Lender.

(h) Each Lender shall severally indemnify the Administrative Agent within 10 days after written demand therefor, for the full amount of any Taxes attributable to such Lender that are payable or paid by the Administrative Agent, and reasonable expenses arising therefrom or with respect thereto, whether or not such Taxes were correctly or legally imposed or asserted by the relevant Governmental Authority. A certificate as to the amount of such payment or liability delivered to any Lender by the Administrative Agent shall be conclusive absent manifest error.

(i) With respect to payments made by the Borrower to the Administrative Agent for the benefit, or on account of any Lender (or Participant), (i) each Administrative Agent that is a "United States person" as defined in Section 7701(a)(30) of the Code will provide an IRS Form W-9, and (ii) each Administrative Agent that is not a "United States person" as defined in Section 7701(a)(30) of the Code will provide an IRS Form W-8IMY (a) certifying its status as a qualified intermediary, (b) assuming primary withholding responsibility for purposes of chapters 3 and 4 of the Code, and (c) either (1) assuming primary IRS Form 1099 reporting and backup withholding responsibility or (2) assuming reporting responsibility as a participating FFI or registered deemed-compliant FFI with respect to accounts that it maintains and that are held by specified U.S. persons as permitted under Treasury Regulations Section 1.6049-4(c)(4)(i) or (c)(4)(ii) in lieu of IRS Form 1099 reporting. No Administrative Agent shall be permitted to make the election described in Section 1471(b)(3) of the Code.

(j) If any party determines, in its sole discretion exercised in good faith, that it has received a refund of any Taxes as to which it has been indemnified pursuant to this Section 2.13 (including by the payment of additional amounts pursuant to this Section 2.13), it shall pay to the indemnifying party an amount equal to such refund (but only to the extent of indemnity payments made under this Section 2.13 with respect to Taxes giving rise to such refund), net of all out-of-pocket expenses (including Taxes) of such indemnified party without interest (other than any interest paid by the relevant Governmental Authority with respect to such refund). Such indemnifying party, upon the request of such indemnified party, shall repay to such indemnified party the amount paid over pursuant to this Section 2.13(j) (plus any penalties, interest or other charges imposed by the relevant Governmental Authority, other than any penalties, interest or other charges resulting from any bad faith, negligence or willful misconduct of such indemnified party) in the event that such indemnified party is required to repay such refund to such Governmental Authority. This paragraph shall not be construed to require any indemnified party to make available its Tax returns (or any other information relating to its Taxes that it deems confidential) to the indemnifying party or any other Person.

SECTION 2.14. Payments Generally.

(a) Unless otherwise specified herein, the Borrower shall make each payment required to be made by it hereunder (including under Section 2.12, 2.13, 2.16, or otherwise) prior to 1:00 p.m., New York City time, on the date when due. All such payments shall be made in immediately available funds, without set-off or counterclaim. Any amounts received after such time on any date may, in the discretion of the Administrative Agent, be deemed to have been received on the next succeeding Business Day for purposes of calculating interest thereon. All such payments shall be made to the Administrative Agent at its offices at 270 Park Avenue, New York, New York or at such other office as directed by the Administrative Agent, except that payments pursuant to Sections 2.12, 2.13, 2.16 and 8.03 shall be made directly to the Persons entitled thereto. The Administrative Agent shall distribute in like funds any such payments received by for the account of any other Person to the appropriate recipient promptly following receipt thereof. If any payment hereunder shall be due on a day that is not a Business Day, the date for payment shall be extended to the next succeeding Business Day, and, in the case of any payment accruing interest, interest thereon shall be payable for the period of such extension. All payments hereunder shall be made in the currency in which the applicable payment obligation is due.

(b) If at any time insufficient funds are received by and available to the Administrative Agent to pay fully all amounts of principal, interest and fees then due hereunder, such funds shall be applied (i) first, towards payment of interest and fees then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of interest and fees then due to such parties, and (ii) second, towards payment of principal then due hereunder, ratably among the parties entitled thereto in accordance with the amounts of principal then due to such parties.

(c) If any Lender shall, by exercising any right of counterclaim or otherwise, obtain payment in respect of any principal of or interest on any of its Loans hereunder resulting in such Lender receiving payment of a greater proportion of the aggregate amount of its Loans and accrued interest thereon than the proportion received by any other Lender, then the Lender receiving such greater proportion shall purchase (for cash at face value) participations in the Loans of other Lenders to the extent necessary so that the benefit of all such payments made shall be shared by the Lenders ratably in accordance with the aggregate amount of principal of and accrued interest on their respective Loans; provided that (i) if any such participations are purchased and all or any portion of the payment giving rise thereto is recovered, such participations shall be rescinded and the purchase price restored to the extent of such recovery, without interest, and (ii) the provisions of this paragraph shall not be construed to apply to any payment made by the Borrower pursuant to and in accordance with the express terms of this Agreement or any payment obtained by a Lender as consideration for the assignment of or sale of a participation in any of its Loans to any assignee or participant, other than to the Borrower or any Subsidiary or Affiliate thereof (as to which the provisions of this paragraph shall apply). The Borrower consents to the foregoing and agrees, to the extent it may effectively do so under applicable law, that any Lender acquiring a participation pursuant to the foregoing arrangements may exercise against the Borrower rights of counterclaim with respect to such participation as fully as if such Lender were a direct creditor of the Borrower in the amount of such participation.

(d) Unless the Administrative Agent shall have received notice from the Borrower prior to the date on which any payment from the Borrower is due to the Administrative Agent for the account of the Lenders hereunder that the Borrower will not make such payment, the Administrative Agent may assume that the Borrower has made such payment on such date in accordance herewith and may, in reliance upon such assumption, distribute to the Lenders the amount due. In such event, if the Borrower has not in fact made such payment, then each of the Lenders severally agrees to repay to the Administrative Agent forthwith on demand the amount so distributed to such Lender with interest thereon, for each day from and including the date such amount is distributed to it to but excluding the date of payment to the Administrative Agent, at the Federal Funds Effective Rate.

(e) If any Lender shall fail to make any payment required to be made by it pursuant to Section 2.04(b) or 2.14(d), then the Administrative Agent may, in its discretion (notwithstanding any contrary provision hereof), apply any amounts thereafter received by the Administrative Agent for the account of such Lender to satisfy such Lender's obligations under such Sections until all such unsatisfied obligations are fully paid.

SECTION 2.15. Replacement of Lenders. If any Lender requests compensation, or is entitled to payments, under Section 2.12 or Section 2.13 or is affected in the manner described in Section 2.17, or if any Lender is a Defaulting Lender or a Declining Lender, then the Borrower may, at its sole expense and effort (in the case of a claim for compensation under, or payments pursuant to, Section 2.12 or Section 2.13, in the case of illegality under Section 2.17 or in the case of a Declining Lender under Section 2.19) or at the expense and effort of any such Defaulting Lender, upon notice to such Lender and the Administrative Agent, require such Lender to assign and delegate, without recourse (in accordance with and subject to the restrictions contained in Section 8.04), all its interests, rights and obligations under this Agreement to an assignee that shall assume such obligations (which assignee may be another Lender, if a Lender accepts such assignment); provided that (i) the Borrower shall have received the prior written consent of the Administrative Agent, which consent shall not unreasonably be withheld or delayed, (ii) such Lender shall have received payment of an amount equal to the outstanding principal of its Loans, accrued interest thereon, accrued fees and all other amounts payable to it hereunder, from the assignee (to the extent of such outstanding principal and accrued interest and fees) or the Borrower (in the case of all other amounts) and (iii) in the case of any such assignment resulting from a claim for compensation under, or payments pursuant to, Section 2.12 or Section 2.13 or from illegality under Section 2.17, such assignment will result in a reduction in such compensation or payments or eliminate the illegality, as the case may be. A Lender shall not be required to make any such assignment and delegation if, prior thereto, as a result of a waiver by such Lender or otherwise, the circumstances entitling the Borrower to require such assignment and delegation cease to apply.

SECTION 2.16. Break Funding Payments. In the event of (a) the payment of any principal of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto (including as a result of an Event of Default), (b) the conversion of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto, (c) the failure to borrow, convert, continue or prepay any Loan on the date specified in any notice delivered pursuant hereto (regardless of whether such notice is permitted to be revocable under Section 2.08(b) and is revoked in accordance herewith), or (d) the assignment of any Eurodollar Loan other than on the last day of the Interest Period applicable thereto as a result of a request by the Borrower pursuant to Section 2.15, then, in any such event, the Borrower shall compensate each Lender for the loss, cost and expense attributable to such event. In the case of a Eurodollar Loan, the loss to any Lender attributable to any such event shall be deemed to include an amount reasonably determined by such Lender to be equal to the excess, if any, of (i) the amount of interest that such Lender would pay for a deposit equal to the principal amount of such Loan for the period from the date of such payment, conversion, failure or assignment to the last day of the then current Interest Period for such Loan (or, in the case of a failure to borrow, convert or continue, the duration of the Interest Period that would have resulted from such borrowing, conversion or continuation) if the interest rate payable on such deposit were equal to the Eurodollar Rate for such Interest Period, over (ii) the amount of interest (as reasonably determined by such Lender) that such Lender would earn on such principal amount for such period if such Lender were to invest such principal amount for such period at the interest rate that would be bid by such Lender (or an affiliate of such Lender) for deposits in the relevant currency from other banks in the eurocurrency market at the commencement of such period. A certificate of any Lender setting forth any amount or amounts that such Lender is entitled to receive pursuant to this Section shall be delivered to the Borrower and shall be conclusive absent manifest error. The Borrower shall pay such Lender the amount shown as due on any such certificate within 15 days after receipt thereof.

Section 2.17. Illegality. Notwithstanding any other provision herein, if the adoption of or any change in applicable law or regulation or in the interpretation or application thereof shall make it unlawful for any Lender to make or maintain Eurodollar Loans as contemplated by this Agreement, (a) the commitment of such Lender hereunder to make Eurodollar Loans, continue Eurodollar Loans as such and convert ABR Loans into Eurodollar Loans shall forthwith be canceled and (b) such Lender's Loans then outstanding as Eurodollar Loans, if any, shall be converted automatically to ABR Loans on the respective last days of the then current Interest Periods with respect to such Loans or within such earlier period as required by law. If any such conversion or repayment of a Eurodollar Loan occurs on a day which is not the last day of the then current Interest Period with respect thereto, the Borrower shall pay to such Lender such amounts, if any, as may be required pursuant to Section 2.16. If circumstances subsequently change so that any affected Lender shall determine that it is no longer so affected, such Lender will promptly notify the Borrower and the Administrative Agent, and upon receipt of such notice, the obligations of such Lender to make or continue Eurodollar Loans or to convert ABR Loans into Eurodollar Loans shall be reinstated.

SECTION 2.18. Change of Control. The Borrower shall promptly provide written notice to the Administrative Agent upon the occurrence of any Change of Control (a "Change of Control Notice"). The Administrative Agent shall promptly deliver the Change of Control Notice to the Lenders after receipt from the Borrower. Unless Lenders constituting the Required Lenders otherwise agree within 30 days after the occurrence of such Change of Control, this Agreement shall automatically terminate 45 days after the occurrence of such Change of Control and any Obligations of the Borrower outstanding under this Agreement shall be payable on such date.

SECTION 2.19. Extension Option.

(a) The Borrower may request that the Commitments be extended for up to two additional one year periods after any then existing Final Maturity Date by providing not less than 30 days' written notice (the date of such notice, a "Notice Date") to the Administrative Agent prior to any then existing Final Maturity Date. If a Lender agrees, in its individual and sole discretion, to extend its Commitment (such Lender, an "Extending Bank"), it will notify the Administrative Agent, in writing, of its decision to do so no later than 20 days after the applicable Notice Date. The Administrative Agent will notify the Borrower, in writing, of the Lenders' decisions no later than 25 days after such Notice Date.

(b) No Lender shall be required to consent to any such extension request or be required to increase its Commitment and any Lender that declines or does not respond to the Borrower's request for an extension of the Commitments (a "Declining Lender") will have its Commitment assigned to one or more Additional Commitment Banks (as defined below) in accordance with Section 2.15 or, if not so assigned, terminated on the then existing Final Maturity Date (without regard to any extension of the Commitments of other Lenders).

(c) On or before any then existing Final Maturity Date in respect of which a notice pursuant to Section 2.19(a) is given, each Extending Bank shall have the right to undertake an additional Commitment to replace any Declining Bank as an assignee thereof in accordance with Section 2.15 and, if the aggregate of all such additional Commitments of Extending Banks is less than the aggregate amount of the Commitments of the Declining Banks, the Borrower shall have the right to replace each Declining Bank with, and add as "Lenders" under this Agreement in place thereof, one or more Persons that would constitute an eligible assignee pursuant to Section 8.04(b) (each, together with any such Extending Bank to the extent of such Extending Bank's additional Commitment, an "Additional Commitment Bank"), all as provided in Section 2.15, each of which Additional Commitment Banks shall have entered into an Assignment and Assumption pursuant to which such Additional Commitment Bank shall, effective as of the then existing Final Maturity Date, undertake a Commitment (and, if any such Additional Commitment Bank is already a Lender, its such Commitment shall be in addition to any other Commitment of such Lender hereunder on such date); provided that the Extending Banks will have the right to undertake additional Commitments in an aggregate amount up to the aggregate amount of the Commitments of the Declining Banks before the Borrower will have the right to replace any Declining Bank with any Eligible Assignee that is not already a Lender (it being understood that the Administrative Agent, in consultation with the Borrower, will be able to allocate the aggregate amount of the Commitments of the Declining Banks among each such Extending Bank in an amount not to exceed the additional Commitment that such Extending Bank agreed to undertake).

(d) If the Commitments of the Extending Banks and the Additional Commitment Banks aggregate 50% or less of the aggregate Commitments of all Lenders as of immediately prior to such then existing Final Maturity Date, none of the Commitments (including the Commitment of any Extending Bank) will be extended and the Final Maturity Date for each Lender shall remain unchanged.

(e) If (1) the Commitments of the Extending Banks and the Additional Commitment Banks aggregate greater than 50% of the aggregate Commitments of all Lenders as of immediately prior to such then existing Final Maturity Date and (2) and on such then existing Final Maturity Date, the applicable conditions set forth in Section 4.03 shall be satisfied, then, effective as of such then existing Final Maturity Date, (i) the Final Maturity Date for each Bank that is an Extending Bank or an Additional Commitment Bank shall automatically become the date that is one year following such then existing Final Maturity Date as in effect immediately prior to such extension, (ii) the Final Maturity Date for each Lender that is a Declining Bank shall remain unchanged, (iii) each Additional Commitment Bank that is not already a Lender shall thereupon become a "Lender" for all purposes of this Agreement with a Commitment, and each Additional Commitment Bank that is already a Lender shall thereupon have an additional Commitment, in each case as contemplated by Section 2.19(c) above, and (iv) the aggregate amount of the Commitments shall equal the aggregate of the Commitments of the Extending Banks and the Additional Commitment Banks at such time, provided such amount will not exceed the aggregate amount of the Commitments in effect immediately prior to such then existing Final Maturity Date unless otherwise permitted by Section 2.01(c).

ARTICLE III

REPRESENTATIONS OF BORROWER

The Borrower represents for and as to itself as follows:

(a) The Borrower has been duly organized and is validly existing and, if applicable, in good standing under the laws of the jurisdiction of its organization, and the Borrower has all requisite power and authority to conduct its business, to own its properties and to execute, deliver and perform its obligations under this Agreement.

(b) The execution, delivery and performance by the Borrower of this Agreement has been duly authorized by all necessary limited liability company action and does not and will not violate any provision of any law or regulation, or contractual or limited liability company restrictions, in each case, binding on the Borrower and material to the Borrower and its subsidiaries, taken as a whole.

(c) This Agreement constitutes a legal, valid and binding obligation of the Borrower, enforceable in accordance with its terms, subject however to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted.

(d) The proceeds of the Loans made to the Borrower shall not be used for a purpose which violates Regulation U.

(e) As of the date hereof, no litigation, investigation or proceeding of or before any arbitrator or Governmental Authority is pending or, to the knowledge of the Borrower, threatened by or against any Subsidiary or against any of their respective properties or revenues (i) with respect to this Agreement or any of the transactions contemplated hereby or (ii) that could reasonably be expected to have a Material Adverse Effect.

(f) The Borrower maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with Anti-Corruption Laws and applicable Sanctions. The Borrower and its Subsidiaries and, to the knowledge of the Borrower, 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 Authority involving the Borrower or any of its Subsidiaries with respect to Anti-Corruption Laws or Sanctions is pending or, to the best knowledge of the Borrower, threatened. None of the Borrower or any Subsidiary nor, to the knowledge of the Borrower or such Subsidiary, any of their respective directors, officers or employees or any of their respective agents that will act in any capacity in connection with or benefit from the credit facility established hereby, is a Sanctioned Person. No part of the proceeds of the Loans or the Loan Transactions will be used by the Borrower in violation of Anti-Corruption Laws or applicable Sanctions.

(g) The Borrower maintains in effect policies and procedures designed to ensure compliance by the Borrower, its Subsidiaries and their respective directors, officers, employees and agents with the Anti-Money Laundering Laws. The operations of the Borrower and its Subsidiaries are in compliance in all material respects with the Bank Secrecy Act and implementing regulations and the applicable anti-money laundering statutes of jurisdictions where the Borrower and its Subsidiaries conduct business, and the rules and regulations thereunder (collectively, the "Anti-Money Laundering Laws"), and no action, suit or proceeding by or before any Governmental Authority involving the Borrower or any of its Subsidiaries with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Borrower, threatened.

(h) The Borrower is not an EEA Financial Institution.

ARTICLE IV

CONDITIONS

SECTION 4.01. Effective Date. The obligations of the Lenders to make Loans hereunder shall not become effective until the date on which each of the following conditions is satisfied (or waived in accordance with Section 8.02):

(a) The Administrative Agent (or its counsel) shall have received (x) from each Lender, either (i) a counterpart of this Agreement signed on behalf of such party or parties or (ii) written evidence satisfactory to the Administrative Agent (which may include telecopy transmission of a signed signature page of this Agreement) that such party or parties have signed a counterpart of this Agreement and (y) from the Borrower, a counterpart of this Agreement signed on behalf of the Borrower.

(b) The Administrative Agent shall have received the favorable written opinion (addressed to the Administrative Agent and the Lenders and dated the Effective Date) of (i) in-house counsel for the Borrower and (ii) Weil, Gotshal & Manges LLP. The Borrower hereby requests such counsel to deliver such opinions.

(c) The Administrative Agent shall have received such documents and certificates as the Administrative Agent or its counsel may reasonably request relating to the organization, existence and, if applicable, good standing of the Borrower, the authorization of the Loan Transactions and any other legal matters relating to the Borrower, this Agreement or the Loan Transactions, all in form and substance reasonably satisfactory to the Administrative Agent and its counsel.

(d) All representations and warranties in this Agreement shall be true and correct in all material respects on and as of the Effective Date, except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be required to be true and correct in all material respects as of such earlier date;

(e) Payment of all reasonable and documented fees and expenses required to be reimbursed (with respect to expenses, to the extent invoiced at least three business days prior to the Effective Date), limited, in the case of legal fees and expenses, to the legal fees, disbursements and other charges of legal counsel of the Administrative Agent not exceeding $125,000;

(f) The Administrative Agent shall have received (i) a W-9 tax form for the Borrower, (ii) the certificate of formation and limited liability company agreement of the Borrower and (iii) an organizational chart setting forth the corporate structure of the Borrower and its Subsidiaries as of the Effective Date (it being understood and agreed that the foregoing items shall be the only "Know Your Customer" or related documents required to be delivered to the Administrative Agent and the Lenders);

(g) Consummation of the Transactions on or prior to September 9, 2017; and

(h) The Administrative Agent shall have received satisfactory evidence that the Credit Agreement, dated July 13, 2016, entered into among JPMorgan Chase Bank, N.A., BHI and the lenders from time to time party thereto has been terminated and repaid in full.

The Administrative Agent shall notify the Borrower and the Lenders of the Effective Date, and such notice shall be conclusive and binding.

SECTION 4.02. Each Credit Event. The obligation of each Lender to make a Loan on the occasion of any Borrowing is subject to the satisfaction of the following conditions:

(a) The representations of the Borrower set forth in this Agreement (except for the representations set forth in clause (e) of Article III) shall be true and correct in all material respects on and as of the date of such Borrowing, except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be required to be true and correct in all material respects as of such earlier date.

(b) At the time of and immediately after giving effect to such Borrowing no Default or Event of Default shall have occurred and be continuing.

(c) The Administrative Agent shall have received a Borrowing Request duly signed by the Borrower.

Each Borrowing shall be deemed to constitute a representation and warranty by the Borrower on the date thereof as to the matters specified in paragraphs (a) and (b) of this Section.

SECTION 4.03. Conditions to Extension of Commitments.

Any extension of the Commitments pursuant to Section 2.19 shall not become effective on any then existing Final Maturity Date unless on such then existing Final Maturity Date each of the following conditions is satisfied:

(a) The representations of the Borrower set forth in this Agreement (except for the representations set forth in clause (e) of Article III) shall be true and correct in all material respects on and as of such then existing Final Maturity Date, except to the extent any such representation and warranty expressly relates to an earlier date, in which case such representation and warranty shall be required to be true and correct in all material respects as of such earlier date.

(b) No Default or Event of Default shall have occurred and be continuing either prior to or after giving effect to such extension of the Commitments on such then existing Final Maturity Date.

ARTICLE V

AFFIRMATIVE COVENANT

The Borrower hereby agrees that, so long as the Commitments remain in effect or any Loan or other amount is owing to any Lender or the Administrative Agent hereunder, the Borrower shall furnish to the Administrative Agent and each Lender:

(a) as soon as available, but in any event within 90 days after the end of each fiscal year of the Borrower commencing with the fiscal year ended December 31, 2017, a copy of the audited consolidated balance sheet of the Borrower and its consolidated subsidiaries as at the end of such year and the related audited consolidated statements of income and of cash flows for such year, reported on without a "going concern" or like qualification or exception, or qualification arising out of the scope of the audit, by an independent certified public accountants of nationally recognized standing; and

(b) as soon as available, but in any event not later than 45 days after the end of each of the first three quarterly periods of each fiscal year of the Borrower (commencing with the fiscal quarter ended September 30, 2017), the unaudited consolidated balance sheet of the Borrower and its consolidated subsidiaries as at the end of such quarter and the related unaudited consolidated statements of income and of cash flows for such quarter and the portion of the fiscal year through the end of such quarter.

All such financial statements shall be complete and correct in all material respects and shall be prepared in accordance with GAAP. Timely filing of such statements with the Securities and Exchange Commission shall constitute compliance with this Article V; provided that the Borrower agrees to provide hard copies of such statements to any Lender upon the reasonable request of such Lender made to the address provided in Section 8.01(b).

ARTICLE VI

EVENTS OF DEFAULT

If any of the following events ("Events of Default") shall occur:

(a) the Borrower shall fail to pay when due any principal of any Loan made to it;

(b) the Borrower shall fail to pay (i) any interest on any Loan or (ii) any fee payable under Section 2.09, and, in the case of clauses (i) or (ii), such failure shall not be cured within fifteen days after receipt by the Borrower of notice of such failure from the Administrative Agent;

(c) if a default shall occur in respect of any other Indebtedness of the Borrower in an aggregate principal amount of $100,000,000 or more and such default causes acceleration thereof;

(d) bankruptcy, reorganization, insolvency, receivership, or similar proceedings are instituted by or against the Borrower, and, if instituted against the Borrower, are not vacated within 60 days;

(e) the Borrower makes a general assignment for the benefit of creditors;

(f) the Borrower is unable to pay its debts generally as they become due and admits expressly such inability in writing;

(g) any representation or warranty made in writing or deemed made by or on behalf of the Borrower in or in connection with this Agreement, or in any report, certificate, financial statement or other document furnished in connection with this Agreement, shall prove to have been incorrect in any material respect when made or deemed made; or

(h) the Borrower shall fail to observe or perform any covenant, condition or agreement contained in this Agreement (other than those specified in clause (a) or (b) of this Article), and such failure shall continue unremedied for a period of 30 days after notice thereof from the Administrative Agent or the Required Lenders to the Borrower;

then, and in every such event (other than an event with respect to the Borrower described in clause (d) or (e) of this Article), and at any time thereafter during the continuance of such event, the Administrative Agent may, and at the request of the Required Lenders shall, by notice to the Borrower, take either or both of the following actions, at the same or different times: (i) terminate the Commitments, and thereupon the Commitments shall terminate immediately, and (ii) declare the Loans then outstanding to be due and payable in whole (or in part, in which case any principal not so declared to be due and payable may thereafter be declared to be due and payable), and thereupon the principal of the Loans so declared to be due and payable, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall become due and payable immediately, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower; and in case of any event with respect to the Borrower described in clause (d) or (e) of this Article, the Commitments shall automatically terminate and the principal of the Loans of the Borrower then outstanding, together with accrued interest thereon and all fees and other obligations of the Borrower accrued hereunder, shall automatically become due and payable, without presentment, demand, protest or other notice of any kind, all of which are hereby waived by the Borrower.

ARTICLE VII

THE ADMINISTRATIVE AGENT

Each of the Lenders hereby irrevocably appoints the Administrative Agent as its agent and authorizes the Administrative Agent to take such actions on its behalf and to exercise such powers as are delegated to the Administrative Agent by the terms hereof, together with such actions and powers as are reasonably incidental thereto.

The bank serving as the Administrative Agent hereunder shall have the same rights and powers in its capacity as a Lender as any other Lender and may exercise the same as though it were not the Administrative Agent, and such bank and its Affiliates may accept deposits from, lend money to and generally engage in any kind of business with the Borrower or any Subsidiary or other Affiliate thereof as if it were not the Administrative Agent hereunder.

The Administrative Agent shall not have any duties or obligations except those expressly set forth herein. Without limiting the generality of the foregoing, (a) the Administrative Agent shall not be subject to any fiduciary or other implied duties, regardless of whether a Default has occurred and is continuing, (b) the Administrative Agent shall not have any duty to take any discretionary action or exercise any discretionary powers, except discretionary rights and powers expressly contemplated hereby that the Administrative Agent is required to exercise in writing by the Required Lenders, and (c) except as expressly set forth herein, the Administrative Agent shall not have any duty to disclose, and shall not be liable for the failure to disclose, any information relating to the Borrower or any of its subsidiaries that is communicated to or obtained by the bank serving as Administrative Agent or any of its Affiliates in any capacity. The Administrative Agent shall not be liable for any action taken or not taken by it with the consent or at the request of the Required Lenders or all the Lenders, as the case may be, or in the absence of its own gross negligence or willful misconduct. The Administrative Agent shall be deemed not to have knowledge of any Default unless and until written notice thereof is given to the Administrative Agent by the Borrower or a Lender, and the Administrative Agent shall not be responsible for or have any duty to ascertain or inquire into (i) any statement, warranty or representation made in or in connection with this Agreement, (ii) the contents of any certificate, report or other document delivered hereunder or in connection herewith, (iii) the performance or observance of any of the covenants, agreements or other terms or conditions set forth herein, (iv) the validity, enforceability, effectiveness or genuineness of this Agreement or any other agreement, instrument or document, or (v) the satisfaction of any condition set forth in Article IV or elsewhere herein, other than to confirm receipt of items expressly required to be delivered to the Administrative Agent.

The Administrative Agent shall be entitled to rely upon, and shall not incur any liability for relying upon, any notice, request, certificate, consent, statement, instrument, document or other writing believed by it to be genuine and to have been signed or sent by the proper Person. The Administrative Agent also may rely upon any statement made to it orally or by telephone and reasonably believed by it to be made by the proper Person, and shall not incur any liability for relying thereon. The Administrative Agent may consult its legal counsel, independent accountants and other experts selected by it, and shall not be liable for any action taken or not taken by it in accordance with the advice of any such counsel, accountants or experts.

The Administrative Agent may perform any and all its duties and exercise its rights and powers by or through any one or more sub-agents appointed by the Administrative Agent. The Administrative Agent and any such sub-agent may perform any and all its duties and exercise its rights and powers through their respective Related Parties. The exculpatory provisions of the preceding paragraphs shall apply to any such sub-agent and to the Related Parties of the Administrative Agent and any such sub-agent, and shall apply to their respective activities in connection with the syndication of the credit facilities provided for herein as well as activities as Administrative Agent.

Subject to the appointment and acceptance of a successor Administrative Agent as provided in this paragraph, the Administrative Agent may resign at any time by notifying the Lenders and the Borrower. Upon any such resignation, the Required Lenders shall have the right, with the written consent of the Borrower (so long as no Event of Default exists), to appoint a successor. If no successor shall have been so appointed by the Required Lenders with any requisite consent of the Borrower and shall have accepted such appointment within 30 days after the retiring Administrative Agent gives notice of its resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be a bank with an office in New York, New York that has a combined capital and surplus of at least $500,000,000, or an Affiliate of any such bank. Upon the acceptance of its appointment as Administrative Agent hereunder by a successor, such successor shall succeed to and become vested with all the rights, powers, privileges and duties of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. The fees payable by the Borrower to a successor Administrative Agent shall be the same as those payable to its predecessor unless otherwise agreed between the Borrower and such successor. After the Administrative Agent's resignation hereunder, the provisions of this Article and Section 8.03 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as Administrative Agent.

Each Lender acknowledges that it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Agreement. Each Lender also acknowledges that it will, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it shall from time to time deem appropriate, continue to make its own decisions in taking or not taking action under or based upon this Agreement, any related agreement or any document furnished hereunder or thereunder.

Anything herein to the contrary notwithstanding, the Lead Arrangers and the Syndication Agents shall not, in such capacities, have any powers, duties or responsibilities under this Agreement.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notices. Except in the case of notices and other communications expressly permitted to be given by telephone, all notices and other communications provided for herein shall be in writing (including by electronic transmission) and shall be delivered by hand or overnight courier service, mailed by certified or registered mail or sent by telecopy or email with PDF attachment (unless any party has previously notified the other parties hereto that it does not wish to receive notices by email), as follows:

(a) if to the Borrower, to it at 17021 Aldine Westfield Road, Houston, Texas, 77073, Attention of William D. Marsh, Chief Legal Officer;

(b) if to the Administrative Agent, to JPMorgan Chase Bank, N.A., JPMorgan Loan Services, 500 Stanton Christiana Road, Ops 2, Floor 03, Newark, DE 19713, Attention of Chelsea Hamilton, email: chelsea.hamilton@jpmchase.com & 12012443628@tls.ldsprod.com, with copies to JPMorgan Chase Bank, N.A., 712 Main Street, Houston TX 77002, Attention of Muhammad Hasan, email: muhammad.hasan@jpmorgan.com; and

(c) if to any other Lender, to it at its address (or telecopy number or email) set forth in its Administrative Questionnaire.

Any party hereto may change its address or telecopy number for notices and other communications hereunder by notice to the other parties hereto. All notices and other communications given to any party hereto in accordance with the provisions of this Agreement shall be deemed to have been given on the date of receipt.

SECTION 8.02. Waivers; Amendments. Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Borrower and the Required Lenders or by the Borrower and the Administrative Agent with the consent of the Required Lenders; provided that no such agreement shall (i) increase the Commitment of any Lender without the written consent of such Lender, (ii) reduce the principal amount of any Loan or reduce the rate of interest thereon, or reduce any fees payable hereunder, without the written consent of each Lender affected thereby, (iii) postpone the scheduled date of payment of the principal amount of any Loan, or any interest thereon, or any fees payable hereunder, or reduce the amount of, waive or excuse any such payment, or postpone the scheduled date of expiration of any Commitment, without the written consent of each Lender affected thereby, or (iv) change any of the provisions of this Section, Section 2.14(c), or the definition of "Required Lenders" or any other provision hereof specifying the number or percentage of Lenders required to waive, amend or modify any rights hereunder or make any determination or grant any consent hereunder, without the written consent of each Lender; provided, further that no such agreement shall amend, modify or otherwise affect the rights or duties of the Administrative Agent hereunder without the prior written consent of the Administrative Agent. If the Administrative Agent and the Borrower acting together identify any ambiguity, omission, mistake, typographical error or other defect in any provision of this Agreement, then the Administrative Agent and the Borrower shall be permitted to amend, modify or supplement such provision to cure such ambiguity, omission, mistake, typographical error or other defect, and such amendment shall become effective without any further action or consent of any other party to this Agreement if the same is not objected to in writing by the Required Lenders within five Business Days of receipt of notice thereof.

SECTION 8.03. Expenses; Indemnity.

(a) The Borrower shall pay (i) all reasonable out-of-pocket expenses incurred by the Lead Arrangers, the Administrative Agent and their Affiliates (limited, in the case of legal fees, to the reasonable fees, charges and disbursements of a single counsel for the Lead Arrangers and the Administrative Agent (with respect to legal services performed prior to the Effective Date, in an aggregate amount not to exceed $125,000)) in connection with the preparation and administration of this Agreement and any amendments, modifications or waivers of the provisions hereof and (ii) following the occurrence of an Event of Default that is continuing, all reasonable out-of-pocket expenses incurred by the Administrative Agent or any Lender, including the reasonable fees, charges and disbursements of any counsel for the Administrative Agent or any Lender, in connection with the enforcement or protection of its rights in connection with this Agreement.

(b) The Borrower shall indemnify the Lead Arrangers, the Syndication Agents, Administrative Agent and each Lender, and each Related Party of any of the foregoing Persons (each such Person being called an "Indemnitee") against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of (i) the execution or delivery of this Agreement or the performance by the parties hereto of their respective obligations hereunder, (ii) any Loan or the use of the proceeds therefrom or (iii) any actual or prospective claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses have resulted from the gross negligence or willful misconduct of such Indemnitee, in each case, as determined by a final, non-appealable judgment of a court of competent jurisdiction. It is understood and agreed that, to the extent not precluded by a conflict of interest, each Indemnitee shall endeavor to work cooperatively with the Borrower with a view toward minimizing the legal and other expenses associated with any defense and any potential settlement or judgment. To the extent reasonably practicable and not disadvantageous to any Indemnitee, it is anticipated that a single counsel selected by the Borrower may be used. Settlement of any claim or litigation involving any material indemnified amount will require the approvals of the Borrower (not to be unreasonably withheld or delayed) and the relevant Indemnitee (not to be unreasonably withheld or delayed).

SECTION 8.04. Successors and Assigns.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that the Borrower may not assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by the Borrower without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby, the Lead Arrangers, the Syndication Agents and, to the extent expressly contemplated hereby, the Related Parties of each of the Lead Arrangers, the Syndication Agents, the Administrative Agent and the Lenders) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender other than any Conduit Lender may assign to one or more assignees (other than a natural person or a holding company, investment vehicle or trust for, or owned and operated for the primary benefit of a natural person) all or a portion of its rights and obligations under this Agreement (including all or a portion of its Commitment and the Loans at the time owing to it); provided that (i) each of the Administrative Agent and, except in the case of an assignment to a Lender or an Affiliate of a Lender, the Borrower must give its prior written consent to such assignment (such consents not to be unreasonably withheld) (it being understood that it shall be reasonable for the Borrower to withhold consent if the assignee has short-term debt ratings below P-1 from Moody's or has ratings at such level but is on credit watch with negative implications), (ii) except in the case of an assignment to a Lender or an Affiliate of a Lender or an assignment of an entire remaining amount of the assigning Lender's Commitment, the amount of the Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent) shall not be less than $5,000,000 unless each of the Borrower and the Administrative Agent otherwise consents, (iii) each partial assignment of a Lender's rights and obligations shall be made as an assignment of a proportionate part of all the assigning Lender's rights and obligations, (iv) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of $3,500 payable by the assignor or the assignee, (v) the assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire and (vi) the assignee, if applicable, shall, prior to the first date on which interest or fees are payable hereunder for its account, deliver to the Borrower and the Administrative Agent the documentation described in Section 2.13(e); provided, further that any consent of the Borrower otherwise required under this paragraph shall not be required if an Event of Default has occurred and is continuing. Upon acceptance and recording pursuant to paragraph (d) of this Section, from and after the effective date specified in each Assignment and Acceptance, the assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.12, 2.13, 2.16, and 8.03). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a participation in such rights and obligations in accordance with paragraph (e) of this Section. Notwithstanding the foregoing, any Conduit Lender may assign at any time to its designating Lender hereunder without the consent of the Borrower or the Administrative Agent any or all of the Loans it may have funded hereunder and pursuant to its designation agreement and without regard to the limitations set forth in the first sentence of this Section 8.04(b).

(c) The Administrative Agent, acting for this purpose as a non-fiduciary agent of the Borrower, shall maintain at one of its offices in The City of New York a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the Commitments of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrower, the Administrative Agent and the Lenders shall treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by any Lender at any reasonable time and from time to time upon reasonable prior notice.

(d) Upon its receipt of a duly completed Assignment and Acceptance executed by an assigning Lender and an assignee, the assignee's completed Administrative Questionnaire (unless the assignee shall already be a Lender hereunder), the processing and recordation fee referred to in paragraph (b) of this Section and any written consent to such assignment required by paragraph (b) of this Section, the Administrative Agent shall accept such Assignment and Acceptance and record the information contained therein in the Register. No assignment shall be effective for purposes of this Agreement unless it has been recorded in the Register as provided in this paragraph.

(e) Any Lender other than any Conduit Lender may, without the consent of the Borrower or the Administrative Agent, sell participations to one or more banks or other entities (each, a "Participant") in all or a portion of such Lender's rights and obligations under this Agreement (including all or a portion of its Commitments and the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrower, the Administrative Agent and the other Lenders shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in the first proviso to Section 8.02 that affects such Participant. Subject to paragraph (f) of this Section, the Borrower agrees that each Participant shall be entitled to the benefits of Sections 2.12, 2.13 and 2.16 to the same extent and subject to the same conditions as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section at the time of the participation. Each Lender that sells a participation, acting solely for tax purposes as a non-fiduciary agent of the Borrower, shall maintain a register on which it enters the name and address of each Participant and the principal amounts (and stated interest) of each Participant in the Loans or other obligations under this Agreement (the "Participant Register"); provided that, except as set forth in the penultimate sentence of this Section 8.04(e), no Lender shall have any obligation to disclose all or any portion of the Participant Register (including the identity of any Participant or any information relating to a Participant's interest in any Loans or its other obligations hereunder) to any Person except to the extent that such disclosure is necessary to establish that such Loan or other obligation is in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The entries in the Participant Register shall be conclusive absent manifest error, and such Lender, each Loan Party and the Administrative Agent shall treat such person whose name is recorded in the Participant Register pursuant to the terms hereof as the owner of such participation for all purposes of this Agreement, notwithstanding notice to the contrary. In consideration of this Section 8.04(e), the Participant Register shall be available for inspection by the Borrower upon reasonable request and prior notice, provided that the Borrower in good faith determines it is necessary or appropriate to access the Participant Register in order to establish that the Loans and other obligations are in registered form under Section 5f.103-1(c) of the United States Treasury Regulations. The Borrower shall keep any information obtained from the Participant Register confidential, except to the extent that a taxing authority requires disclosure for the sole purpose of establishing that the Loans and other obligations are in registered form under Section 5f.103-1(c) of the United States Treasury Regulations.

(f) A Participant shall not be entitled to receive any greater payment under Section 2.12, or 2.13 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Borrower's prior written consent. A Participant shall not be entitled to the benefits of Section 2.13 unless the Borrower is notified of the Participation sold to such Participant and such Participant complies with Section 2.13 as though it were a Lender.

(g) Any Lender other than any Conduit Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including any such pledge or assignment to a Federal Reserve Bank or any other central bank having jurisdiction over such Lender, and this Section shall not apply to any such pledge or assignment of a security interest; provided that (i) no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such assignee for such Lender as a party hereto, and (ii) no such pledge or assignment may be made by any Lender to a natural person.

(h) The Borrower, each Lender and the Administrative Agent hereby confirms that it will not institute against a Conduit Lender or join any other Person in instituting against a Conduit Lender any bankruptcy, reorganization, arrangement, insolvency or liquidation proceeding under any state bankruptcy or similar law, for one year and one day after the payment in full of the latest maturing commercial paper note issued by such Conduit Lender; provided, however, that each Lender designating any Conduit Lender hereby agrees to indemnify, save and hold harmless each other party hereto for any loss, cost, damage or expense arising out of its inability to institute such a proceeding against such Conduit Lender during such period of forbearance.

(i) The Loans (including the notes evidencing such Loans) are registered obligations, and the right, title, and interest of the Lenders and their assignees in and to such Loans shall be transferable only upon notation of such transfer in the Register. A note shall only evidence the Lender's or an assignee's right, title and interest in and to the related Loan, and in no event is any such note to be considered a bearer instrument or obligation not in "registered form" within the meaning of Section 163(f) of the Code. This Section 8.04 shall be construed so that the Loans are at all times maintained in "registered form" within the meaning of Sections 163(f), 871(h)(2) and 881(c)(2) of the Code and any related regulations (or any successor provisions of the Code or such regulations). For purposes of Treasury Regulation Section 5f.103-1(c) only, the Administrative Agent shall act as the Borrower's agent for purposes of maintaining such notations of transfer in the Register and each applicable Lender shall act as the Borrower's agent for purposes of maintaining notations in the Participant Register. Nothing in this Section 8.04 is intended to alter the U.S. federal income tax withholding and reporting obligations that would exist between any Administrative Agent and any Lender or between any Lender and any Participant in the absence of this Section 8.04 pursuant to Section 2.13(i) or as otherwise required by Law.

SECTION 8.05. Counterparts; Integration; Effectiveness. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Agreement and any separate letter agreements with respect to fees payable to the Lead Arrangers and the Administrative Agent constitute the entire contract among the parties relating to the subject matter hereof and supersede any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. Except as provided in Section 4.01, this Agreement shall become effective when it shall have been executed by the Administrative Agent and when the Administrative Agent shall have received counterparts hereof which, when taken together, bear the signatures of each of the other parties hereto, and thereafter shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or email with PDF attachment shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8.06. Governing Law; Jurisdiction.

(a) This Agreement shall be construed in accordance with and governed by the law of the State of New York.

(b) Each party hereto hereby irrevocably and unconditionally submits, for itself and its property, to the exclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

Section 8.07. Headings. Article and Section headings and the Table of Contents used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or be taken into consideration in interpreting, this Agreement.

SECTION 8.08. Confidentiality. Each of the Administrative Agent and the Lenders agrees to maintain the confidentiality of the Information (as defined below), except that Information may be disclosed (a) to its and its Affiliates' directors, officers, employees and agents, including accountants, legal counsel and other advisors (it being understood that the Persons to whom such disclosure is made will be informed of the confidential nature of such Information and instructed to keep such Information confidential), (b) to the extent requested by any regulatory authority or any credit insurance provider, (c) to the extent required by applicable laws or regulations or by any subpoena or similar legal process, (d) to any other party to this Agreement, (e) in connection with the exercise of any remedies hereunder or any suit, action or proceeding relating to this Agreement or the enforcement of rights hereunder, (f) subject to an agreement containing provisions substantially the same as those of this Section, to (i) any assignee of or Participant in, or any prospective assignee of or Participant in, any of its rights or obligations under this Agreement or (ii) any actual or prospective counterparty (or its advisors) to any swap or derivative transaction relating to the Borrower and its obligations hereunder, (g) with the consent of the Borrower or (h) to the extent such Information (i) becomes publicly available other than as a result of a breach of this Section or (ii) becomes available to the Administrative Agent or any Lender on a nonconfidential basis from a source other than the Borrower. For the purposes of this Section, "Information" means all information received from the Borrower relating to the Borrower or its business, other than any such information that is available to the Administrative Agent or any Lender on a nonconfidential basis prior to disclosure by the Borrower; provided that, in the case of information received from the Borrower after the date hereof, such information is clearly identified at the time of delivery as confidential. Any Person required to maintain the confidentiality of Information as provided in this Section shall be considered to have complied with its obligation to do so if such Person has exercised the same degree of care to maintain the confidentiality of such Information as such Person would accord to its own confidential information.

SECTION 8.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).

SECTION 8.10. USA PATRIOT Act. Each Lender hereby notifies the Borrower that pursuant to the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "Act"), it is required to obtain, verify and record information that identifies the Borrower, which information includes the name and address of the Borrower and other information that will allow such Lender to identify the Borrower in accordance with the Act. The Borrower shall promptly provide such information upon request by any Lender.

SECTION 8.11. No Fiduciary Duty. The Administrative Agent, each Lender and their Affiliates (collectively, solely for purposes of this paragraph, the "Lenders"), may have economic interests that conflict with those of the Borrower, their stockholders and/or their affiliates. The Borrower agrees that nothing in this Agreement and any related documents or otherwise will be deemed to create an advisory, fiduciary or agency relationship or fiduciary or other implied duty between any Lender, on the one hand, and the Borrower, its stockholders or its affiliates, on the other. The Borrower acknowledges and agrees that (i) the transactions contemplated by this Agreement and any related documents (including the exercise of rights and remedies hereunder and thereunder) are arm's-length commercial transactions between the Lenders, on the one hand, and the Borrower, on the other, and (ii) in connection therewith and with the process leading thereto, (x) no Lender has assumed an advisory or fiduciary responsibility in favor of the Borrower, its stockholders or its affiliates with respect to the transactions contemplated hereby (or the exercise of rights or remedies with respect thereto) or the process leading thereto (irrespective of whether any Lender has advised, is currently advising or will advise the Borrower, its stockholders or its Affiliates on other matters) or any other obligation to the Borrower except the obligations expressly set forth in this Agreement and any related documents and (y) each Lender is acting solely as principal and not as the agent or fiduciary of the Borrower, its management, stockholders, creditors or any other Person. The Borrower acknowledges and agrees that it has consulted its own legal and financial advisors to the extent it deemed appropriate and that it is responsible for making its own independent judgment with respect to such transactions and the process leading thereto. The Borrower agrees that it will not claim that any Lender has rendered advisory services of any nature or respect, or owes a fiduciary or similar duty to the Borrower, in connection with such transaction or the process leading thereto.

SECTION 8.12. Acknowledgement and Consent to Bail-In of EEA Financial Institutions.

Notwithstanding anything to the contrary in this Agreement or in any other agreement, arrangement or understanding among any such parties, each party hereto acknowledges that any liability of any EEA Financial Institution arising under this Agreement may be subject to the write-down and conversion powers of an EEA Resolution Authority and agrees and consents to, and acknowledges and agrees to be bound by:

(a) the application of any Write-Down and Conversion Powers by an EEA Resolution Authority to any such liabilities arising hereunder which may be payable to it by any party hereto that is an EEA Financial Institution; and

(b) the effects of any Bail-In Action on any such liability, including, if applicable:

(i) a reduction in full or in part or cancellation of any such liability;

(ii) a conversion of all, or a portion of, such liability into shares or other instruments of ownership in such EEA Financial Institution, its parent entity, or a bridge institution that may be issued to it or otherwise conferred on it, and that such shares or other instruments of ownership will be accepted by it in lieu of any rights with respect to any such liability under this Agreement; or

(iii) the variation of the terms of such liability in connection with the exercise of the write-down and conversion powers of any EEA Resolution Authority.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

BAKER HUGHES, A GE COMPANY, LLC

By: /s/ Brian Worrell
Name: Brian Worrell
Title: Chief Financial Officer

[CREDIT AGREEMENT SIGNATURE PAGE]

JPMORGAN CHASE BANK, N.A.

By: /s/ M. Hasan
Name: Muhammad Hasan
Title: Vice President

[CREDIT AGREEMENT SIGNATURE PAGE]

CITIBANK, N.A.

By: /s/ Maureen Maroney
Name: Maureen P. Maroney
Title: Vice President

[CREDIT AGREEMENT SIGNATURE PAGE]

BARCLAYS BANK PLC

By: /s/ Sydney Dennis
Name: Sydney Dennis
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

DEUTSCHE BANK AG NEW YORK BRANCH

By: /s/ Ming K. Chu
Name: Ming K. Chu
Title: Director

By: /s/ Virginia Cosenza
Name: Virginia Cosenza
Title: Vice President

[CREDIT AGREEMENT SIGNATURE PAGE]

HSBC BANK USA, N.A.

By: /s/ Paul L. Hatton
Name: Paul L. Hatton
Title: Managing Director

[CREDIT AGREEMENT SIGNATURE PAGE]

UNICREDIT BANK AG, NEW YORK BRANCH

By: /s/ Kimberly Sousa
Name: Kimberly Sousa
Title: Managing Director

By: /s/ Thilo Huber
Name: Thilo Huber
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

GOLDMAN SACHS BANK USA

By: /s/ Ryan Durkin
Name: Ryan Durkin
Title: Authorized Signatory

[CREDIT AGREEMENT SIGNATURE PAGE]

STANDARD CHARTERED BANK

By: /s/ Daniel Mattern
Name: Daniel Mattern
Title: Associated Director

[CREDIT AGREEMENT SIGNATURE PAGE]

BANK OF AMERICA, N.A.

By: /s/ Alia Qaddumi
Name: Alia Qaddumi
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

MORGAN STANLEY BANK, N.A.

By: /s/ Michael King
Name: Michael King
Title: Authorized Signatory

[CREDIT AGREEMENT SIGNATURE PAGE]

THE BANK OF TOKYO – MITSUBISHI UFJ, LTD.

By: /s/ Kevin Sparks
Name: Kevin Sparks
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

BNP PARIBAS,
as a Lender

By: /s/ Richard Pace
Name: Richard Pace
Title: Managing Director

By: /s/ Michael A. Kowalczuk
Name: Michael A. Kowalczuk
Title: Managing Director

[CREDIT AGREEMENT SIGNATURE PAGE]

CRÉDIT AGRICOLE CORPORATE AND INVESTMENT BANK

By: /s/ Mark Koneval
Name: Mark Koneval
Title: Managing Director

By: /s/ Gordon Yip
Name: Gordon Yip
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

AUSTRALIA AND NEW ZEALAND BANKING GROUP LIMITED

By: /s/ Robert Grillo
Name: Robert Grillo
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

DANSKE BANK A/S

By: /s/ Gary Smith
Name: Gary Smith
Title: Loan Syndications

By: /s/ Pradeep Madhavan
Name: Pradeep Madhavan
Title: Loan Execution Director

[CREDIT AGREEMENT SIGNATURE PAGE]

ING BANK N.V. – DUBLIN BRANCH

By: /s/ Sean Hassett
Name: Sean Hassett
Title: Director

By: /s/ Cormac Langford
Name: Cormac Langford
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

ROYAL BANK OF CANADA

By: /s/ Scott Umbs
Name: Scott Umbs
Title: Authorized Signatory

[CREDIT AGREEMENT SIGNATURE PAGE]

SOCIETE GENERALE

By: /s/ Kimberly Metzger
Name: Kimberly Metzger
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

BANCO BILBOA VIZCAYA ARGENTARIA, S.A.,
NEW YORK BRANCH

By: /s/ Brian Crowley
Name: Brian Crowley
Title: Managing Director

By: /s/ Cara Younger
Name: Cara Younger
Title: Director

[CREDIT AGREEMENT SIGNATURE PAGE]

BANK OF CHINA, NEW YORK BRANCH

By: /s/ Raymond Qiao
Name: Raymond Qiao
Title: Managing Director

[CREDIT AGREEMENT SIGNATURE PAGE]

NBAD AMERICAS N.V.

By: /s/ David Young
Name: David Young
Title: Director, Client Relationship

By: /s/ Pamela Sigda
Name: Pamela Sigda
Title: Chief Operating Officer & SVP

[CREDIT AGREEMENT SIGNATURE PAGE]

EXPORT DEVELOPMENT CANADA
as a Lender

By: /s/ Shahbaz Syed
Name: Shahbaz Syed
Title: Financing Manager

By: /s/ Sajjad Jafri
Name: Sajjad Jafri
Title: Senior Associate

THE NORTHERN TRUST COMPANY

By: /s/ Keith Burson
Name: Keith L. Burson
Title: Senior Vice President

[CREDIT AGREEMENT SIGNATURE PAGE]

CHINA CONSTRUCTION BANK CORPORATION, NEW YORK BRANCH

By: /s/ Jian Wu
Name: Jian Wu
Title: DGM

[CREDIT AGREEMENT SIGNATURE PAGE]

WESTPAC BANKING CORPORATION

By: /s/ Stuart Brown
Name: Stuart Brown
Title: Executive Director

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Exhibit 10.15

INDEMNIFICATION AGREEMENT

INDEMNIFICATION AGREEMENT, effective on the day of (this "Agreement"), by and between BAKER HUGHES, A GE COMPANY, a Delaware corporation (the "Company"), and [**EMPLOYEE NAME],** an individual resident of [ ] (the "Indemnitee").

WHEREAS, the Company is aware that, in order to induce highly competent persons to serve the Company as directors or officers or in other capacities, the Company must provide such persons with adequate protection through insurance and indemnification against inordinate risks of claims and actions against them arising out of their service to and activities on behalf of the Company;

WHEREAS, the Company recognizes that the increasing difficulty in obtaining directors' and officers' liability insurance, the increasing cost of such insurance and the general reductions in coverage of such insurance have made attracting and retaining such persons more difficult;

WHEREAS, the Company recognizes the substantial increase in corporate litigation in general, subjecting directors and officers to expensive litigation risks at the same time as the availability and coverage of liability insurance has been severely limited;

WHEREAS, the Board of Directors of the Company has determined that it is in the best interests of the Company and the Company's stockholders that the Company act to assure such persons that there will be increased certainty of such protection in the future;

WHEREAS, it is reasonable, prudent and necessary for the Company to contractually obligate itself to indemnify, and to advance expenses on behalf of, such persons to the fullest extent permitted by applicable law and as set forth in this Agreement so that they will continue to serve the Company free from undue concern that they will not be so indemnified; and

WHEREAS, the Indemnitee is willing to serve, continue to serve and take on additional service for or on behalf of the Company or any of its direct or indirect subsidiaries on the condition that he/she be so indemnified.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Indemnitee do hereby agree as follows:

1. **Definitions.** For purposes of this Agreement:

(a) "Change in Control" shall mean a change in control of the Company occurring after the date hereof of a nature that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A (or in response to any similar item on any similar schedule or form) promulgated under the Securities Exchange Act of 1934, as amended (the "Act"), whether or not the Company is then subject to such reporting requirement; *provided, however,* that, without limitation, a Change in Control shall include the following:

(i) the acquisition (other than from the Company) by any person, entity or "group" (within the meaning of Section 13(d)(3) or 14(d)(2) of the Act; excluding, for this purpose, General Electric Company and its affiliates, the Company or its subsidiaries, any employee benefit plan of the Company or its subsidiaries which acquires beneficial ownership of voting securities of the Company and any qualified institutional investor who meets the requirements of Rule 13d-1(b)(1) promulgated under the Act) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Act), directly or indirectly, of 30% or more of the combined voting power of the Company's then outstanding securities, excluding any person, entity or group that becomes a beneficial owner in connection with a transaction described in clause (iii)(A) below;

(ii) individuals who, as of the date hereof, constitute the Board of Directors of the Company (the "Board of Directors" and, the Board of Directors as of the date hereof, the "Incumbent Board") subsequently ceasing for any reason to constitute at least a majority of the Board of Directors; *provided* that, any person becoming a director subsequent to the date hereof shall be considered a member of the Incumbent Board for purposes of this Agreement if (A) prior to the Trigger Date (as defined in the Stockholders Agreement), such person's appointment or election to the Board of Directors of the Company was in accordance with the provisions of the Stockholders Agreement or (B) following the Trigger Date, such person's appointment or election by the Board of Directors of the Company or nomination for election by the Company's stockholders was approved or recommended by a vote of at least 2/3 of the directors then comprising the Incumbent Board or whose appointment, election or nomination for election was previously so approved or recommended (other than an election or nomination of an individual whose initial assumption of office is in connection with an actual or threatened election contest relating to the election of the directors of the Company);

(iii) the consummation of a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, (A) with respect to which persons who were the stockholders of the Company immediately prior to such merger or consolidation, in combination with the ownership of any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any "affiliate" (within the meaning of Rule 12b-2 of the General Rules and Regulations of the Act), do not, immediately thereafter, own at least 50% of the combined voting power of the securities of the Company or such surviving entity or any parent thereof outstanding, or (B) which is effected to implement a recapitalization of the Company (or similar transaction) in which no person, entity or group becomes the beneficial owner, directly or indirectly, of securities of the Company (not including in the securities beneficially owned by this person, entity or group any securities acquired directly from the Company or its affiliates other than in connection with the acquisition by the Company or its affiliates of a business) representing 30% or more of the combined voting power of the Company's then outstanding securities;

(iv) the consummation of a merger or consolidation of the Company or any direct or indirect subsidiary of the Company with any other corporation, other than a merger or consolidation immediately following which the individuals who comprise the Incumbent Board constitute at least a majority of the Board of Directors of the Company, the entity surviving such merger or any parent thereof (or a majority plus one member where such board comprises an odd number of members); or

(v) the stockholders of the Company approving a plan of complete liquidation or dissolution of the Company or the consummation of an agreement for the sale or disposition by the Company of all or substantially all of the assets of the Company, other than (A) a sale or disposition of all or substantially all of the assets of the Company to an entity, at least 50% of the combined voting power of the voting securities of which are owned by the stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale or (B) where the individuals who comprise the Incumbent Board constitute at least a majority of the board of directors of such entity or any parent thereof (or a majority plus one member where such board is comprised of an odd number of members).

Notwithstanding the foregoing, a "Change in Control" shall not be deemed to have occurred by virtue of the consummation of any transaction or series of integrated transactions immediately following which the record holders of the common stock of the Company immediately prior to such transaction or series of transactions continue to have substantially the same proportionate ownership in an entity that owns all or substantially all of the assets of the Company immediately following such transaction or series of transactions.

(b) "Claim" shall include the following:

(i) any threatened, pending or completed action, suit, proceeding or alternative dispute resolution mechanism, whether civil, criminal, administrative, arbitrative, investigative or other, and whether made pursuant to federal, state or other law; and

(ii) any inquiry, hearing or investigation that the Indemnitee determines [might] lead to the institution of any such action, suit, proceeding or alternative dispute resolution mechanism.

(c) "Disinterested Director" shall mean a director of the Company who is not or was not a party to the Claim in respect of which indemnification is being sought by the Indemnitee.

(d) "Expenses" shall include all attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements or expenses incurred in connection with prosecuting, defending, preparing to prosecute or defend, investigating or being or preparing to be a witness in any Claim. For the avoidance of doubt, Expenses, however, shall not include any Liabilities.

(e) "Expense Advance" shall mean any payment of Expenses advanced to Indemnitee or the spouse of the Indemnitee, as applicable, by the Company pursuant to Section 4, 12, and 17 hereof.

(f) "Independent Counsel" shall mean a law firm or a member of a law firm that is experienced in matters of corporate law and neither currently is nor in the five years previous to its selection or appointment has been retained to represent (i) the Company or the Indemnitee in any matter material to either such party (other than in connection with matters concerning Indemnitee under this Agreement or of other indemnitees under similar indemnification agreements) or (ii) any other party to the action, suit, investigation or proceeding giving rise to a Claim for indemnification hereunder. Notwithstanding the foregoing, the term "Independent Counsel" shall not include any person who, under the applicable standards of professional conduct then prevailing, would have a conflict of interest in representing either the Company or the Indemnitee in an action to determine the Indemnitee's right to indemnification under this Agreement.

(g) "Liabilities" means any losses or liabilities, including any judgments, fines, excise taxes, penalties and amounts paid in settlement, arising out of or in connection with any Claim (including all interest, assessments and other charges paid or payable in connection with or in respect of any such judgments, fines, excise taxes and penalties, penalties or amounts paid in settlement).

(h) "Stockholders Agreement" means the Stockholders Agreement, dated as of [ ], 2017, between the Company and General Electric Company.

2. **Certain References; Interpretation.** For the purpose of this Agreement:

(a) Reference to "including" shall mean "including, without limitation," regardless of whether the words "without limitation" actually appear.

(b) References to the words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to any particular paragraph, subparagraph, section, subsection or other subdivision.

(c) The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

(d) References to any Person include the successors and permitted assigns of that Person.

3. **Service by the Indemnitee.** The Indemnitee agrees to serve as a director or officer of the Company and will discharge his/her duties and responsibilities to the best of his/her ability so long as the Indemnitee is duly elected or qualified in accordance with the provisions of the Amended and Restated Certificate of Incorporation, as amended (the "Certificate"), and the Amended and Restated Bylaws, as amended (the "Bylaws"), of the Company and the General Corporation Law of the State of Delaware, as amended (the "DGCL"), or until his/her earlier death, retirement, resignation or removal. The Indemnitee may at any time and for any reason resign from such position (subject to any other obligation, whether contractual or imposed by operation of law), in which event this Agreement shall continue in full force and effect after such resignation. Nothing in this Agreement shall confer upon the Indemnitee the right to continue in the employ of the Company (or any of its affiliates) or as a director of the Company, or affect the right of the Company to terminate, in the Company's sole discretion (with or without cause) and at any time, the Indemnitee's employment, in each case, subject to any contractual rights of the Indemnitee created or existing otherwise than under this Agreement.

4. **Indemnification.** The Company shall indemnify the Indemnitee against any and all Expenses and Liabilities and provide Expense Advances to the Indemnitee as provided in this Agreement to the fullest extent permitted by the Certificate, the Bylaws in effect as of the date hereof and the DGCL or other applicable law in effect on the date hereof and to any greater extent that the DGCL or applicable law may in the future from time to time permit. Without diminishing the scope of the indemnification provided by this Section 4, the rights of indemnification of the Indemnitee provided hereunder shall include, but shall not be limited to, those rights hereinafter set forth, except that no indemnification shall be paid to the Indemnitee:

(a) (i) on account of any Claim in which judgment is rendered against the Indemnitee for disgorgement of profits made from the purchase or sale by the Indemnitee of securities of the Company pursuant to the provisions of Section 16(b) of the Act or similar provisions of any federal, state or local statutory law, or (ii) any reimbursement of the Company by the Indemnitee of any bonus or other incentive-based or equity-based compensation or of any profits realized by Indemnitee from the sale of securities of the Company, as required in each case under the Act (including any such reimbursements that arise from an accounting restatement of the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act"), or the payment to the Company of profits arising from the purchase and sale by Indemnitee of securities in violation of Section 306 of the Sarbanes-Oxley Act);

(b) on account of conduct of the Indemnitee which is finally adjudged by a court of competent jurisdiction to have been knowingly fraudulent or to constitute willful misconduct;

(c) in any circumstance where such indemnification is expressly prohibited by applicable law;

(d) with respect to liability for which payment is actually made to the Indemnitee under a valid and collectible insurance policy or under a valid and enforceable indemnity clause, Bylaw, agreement (other than this Agreement) or otherwise, except in respect of any liability in excess of payment under such insurance, clause, Bylaw or agreement;

(e) if a final decision by a court having jurisdiction in the matter shall determine that such indemnification is not lawful (and, in this respect, both the Company and the Indemnitee have been advised that it is the position of the Securities and Exchange Commission that indemnification for liabilities arising under the federal securities laws is against public policy and is, therefore, unenforceable, and that claims for indemnification should be submitted to the appropriate court for adjudication); or

(f) in connection with any Claim by the Indemnitee against the Company or any of its direct or indirect subsidiaries or the directors, officers, employees or other Indemnitees of the Company or any of its direct or indirect subsidiaries, (i) unless such indemnification is expressly required to be made by law, (ii) unless the Claim was previously authorized by a majority of the Board of Directors of the Company, (iii) unless such indemnification is provided by the Company, in its sole discretion, pursuant to the powers vested in the Company under applicable law or (iv) except as provided in Sections 13 and 15 hereof.

5. **Actions or Proceedings Other Than an Action by or in the Right of the Company.** The Indemnitee shall be entitled to the indemnification rights provided in this Section 5 if the Indemnitee was or is a party or is threatened to be a party to any Claim, other than an action by or in the right of the Company, by reason of the fact that the Indemnitee is or was a director, officer or employee, agent or fiduciary of the Company, or any of its direct or indirect subsidiaries, or is or was serving at the request of the Company, or any of its direct or indirect subsidiaries, as a director, officer or employee of any other entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise, or by reason of any act or omission by him/her in such capacity. Pursuant to this Section 5, the Indemnitee shall be indemnified against all Expenses, judgments and Liabilities which were actually and reasonably incurred by the Indemnitee in connection with such Claim (including, but not limited to, the investigation, defense or appeal thereof), if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his/her conduct was unlawful.

6. **Actions by or in the Right of the Company.** The Indemnitee shall be entitled to the indemnification rights provided in this Section 6 if the Indemnitee was or is a party or is threatened to be made a party to any Claim brought by or in the right of the Company to procure a judgment in its favor by reason of the fact that the Indemnitee is or was a director, officer or employee, agent or fiduciary of the Company, or any of its direct or indirect subsidiaries, or is or was serving at the request of the Company, or any of its direct or indirect subsidiaries, as a director, officer or employee of another entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise, or by reason of any act or omission by him/her in any such capacity. Pursuant to this Section 6, the Indemnitee shall be indemnified against all Expenses and Liabilities actually and reasonably incurred by him/her in connection with the defense or settlement of such Claim (including, but not limited to the investigation, defense or appeal thereof), if the Indemnitee acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company; *provided, however,* that no such indemnification shall be made in respect of any Claim, issue or matter as to which the Indemnitee shall have been adjudged to be liable to the Company, unless and only to the extent that the Court of Chancery of the State of Delaware or the court in which such Claim was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, the Indemnitee is fairly and reasonably entitled to indemnity for such Expenses which such court shall deem proper.

7. **Good Faith Definition.** For purposes of this Agreement, the Indemnitee shall be deemed to have acted in good faith and in a manner the Indemnitee reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any Claim, to have had no reasonable cause to believe the Indemnitee's conduct was unlawful, if such action was based on any of the following: (a) the records or books of the account of the Company or other enterprise, including financial statements; (b) information supplied to the Indemnitee by the officers of the Company or other enterprise in the course of his/her duties; (c) the advice of legal counsel for the Company or other enterprise; or (d) information or records given in reports made to the Company or other enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or other enterprise.

8. **Indemnification for Expenses of Successful Party.** Notwithstanding the other provisions of this Agreement, to the extent that the Indemnitee has served on behalf of the Company, or any of its direct or indirect subsidiaries, as a witness or other participant in any class action or proceeding, or has been successful, on the merits or otherwise, in defense of any Claim referred to in Sections 5 and 6 hereof, or in defense of any Claim, issue or matter therein, including, but not limited to, the dismissal of any action without prejudice, the Indemnitee shall be indemnified against all Expenses actually and reasonably incurred by the Indemnitee in connection therewith.

9. **Partial Indemnification.** If the Indemnitee is entitled under any provision of this Agreement to indemnification by the Company for some or a portion of the Expenses, judgments and Liabilities actually and reasonably incurred by the Indemnitee in connection with the investigation, defense, appeal or settlement of such Claim described in Sections 5 and 6 hereof, but is not entitled to indemnification for the total amount thereof, the Company shall nevertheless indemnify the Indemnitee for the portion of such Expenses, judgments and Liabilities actually and reasonably incurred by the Indemnitee to which the Indemnitee is entitled.

10. **Procedure for Determination of Entitlement to Indemnification.** (a) To obtain indemnification under this Agreement, the Indemnitee shall promptly submit to the Company a written request of any Claim for which Indemnitee could seek indemnification hereunder, including documentation and information which is reasonably available to the Indemnitee and is reasonably necessary to determine whether and to what extent the Indemnitee is entitled to indemnification. The Secretary of the Company shall, promptly upon receipt of a request for indemnification, advise the Board of Directors in writing that the Indemnitee has requested indemnification. Any Expenses incurred by the Indemnitee in connection with the Indemnitee's request for indemnification hereunder shall be borne by the Company. The Company hereby indemnifies and agrees to hold the Indemnitee harmless for any Expenses incurred by the Indemnitee under the immediately preceding sentence irrespective of the outcome of the determination of the Indemnitee's entitlement to indemnification.

(b) Upon written request by the Indemnitee for indemnification pursuant to Sections 5, 6 and 10 hereof, the entitlement of the Indemnitee to indemnification pursuant to the terms of this Agreement shall be determined by the following person or persons, who shall be empowered to make such determination:

(i) if a Change in Control shall have occurred, by Independent Counsel (unless the Indemnitee shall request in writing that such determination be made by the Board of Directors (or a committee thereof) in the manner provided for in clause (b)(ii) of this Section 10) in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee;

(ii) if a Change in Control shall not have occurred, (A) by the Board of Directors of the Company, by a majority vote of a quorum consisting of Disinterested Directors, or (B) if a quorum consisting of Disinterested Directors is not obtainable, or if a majority vote of a quorum consisting of Disinterested Directors so directs, by Independent Counsel in a written opinion to the Board of Directors, a copy of which shall be delivered to the Indemnitee; or

(iii) in any event, by the stockholders pursuant to the Bylaws of the Company.

The Independent Counsel shall be selected by the Board of Directors and approved by the Indemnitee. Upon failure of the Board of Directors to so select, or upon failure of the Indemnitee to so approve, the Independent Counsel shall be selected by the Chancellor of the State of Delaware or such other person as the Chancellor shall designate to make such selection. Such determination of entitlement to indemnification shall be made not later than 45 days after receipt by the Company of a written request for indemnification. If the person making such determination shall determine that the Indemnitee is entitled to indemnification as to part (but not all) of the application for indemnification, such person shall reasonably prorate such part of indemnification among such claims, issues or matters. If it is so determined that Indemnitee is entitled to indemnification, payment to Indemnitee shall be made within 10 days after such determination.

11. **Presumptions and Effect of Certain Proceedings.** (a) In making a determination with respect to entitlement to indemnification, the Indemnitee shall be presumed to be entitled to indemnification hereunder and the Company shall have the burden of proof in the making of any determination contrary to such presumption.

(b) If the Board of Directors, or such other person or persons empowered pursuant to Section 10 to make the determination of whether the Indemnitee is entitled to indemnification, shall have failed to make a determination as to entitlement to indemnification within 45 days after receipt by the Company of such request, the requisite determination of entitlement to indemnification shall be deemed to have been made and the Indemnitee shall be absolutely entitled to such indemnification, absent (i) an intentional misstatement by Indemnitee of a material fact, or an intentional omission of a material fact necessary to make Indemnitee's statement not materially misleading, in connection with the request for indemnification or (ii) a prohibition of indemnification under applicable law.

The termination of any Claim described in Sections 5 or 6 hereof by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not (except as otherwise expressly provided in this Agreement), of itself: (i) create a presumption that the Indemnitee did not act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interests of the Company, or, with respect to any criminal action or proceeding, that the Indemnitee has reasonable cause to believe that the Indemnitee's conduct was unlawful; or (ii) otherwise adversely affect the rights of the Indemnitee to indemnification.

12. **Advancement of Expenses.** Subject to applicable law, all reasonable Expenses actually incurred by the Indemnitee in connection with any Claim shall be paid by the Company in advance of the final disposition of such Claim, if so requested by the Indemnitee (including when such request is on behalf of Indemnitee's spouse), within 20 days after the receipt by the Company of a statement or statements [in the form attached hereto as Exhibit A] from the Indemnitee requesting such Expense Advances. The Indemnitee may submit such statements from time to time and at such time(s) as Indemnitee deems appropriate in his or her sole discretion. The Indemnitee's entitlement to Expense Advances shall include those incurred in connection with any proceeding by the Indemnitee seeking an adjudication or award in arbitration pursuant to this Agreement. Such statement or statements shall reasonably evidence the Expenses incurred by the Indemnitee in connection therewith and shall include or be accompanied by a written affirmation by the Indemnitee of the Indemnitee's good faith belief that the Indemnitee has met the standard of conduct necessary for indemnification under this Agreement and an undertaking by or on behalf of the Indemnitee to repay such amount if it is determined by final judgment or other final adjudication under the provisions of any applicable law (as to which all rights of appeal therefrom have been exhausted or lapsed) that the Indemnitee is not entitled to be indemnified against such Expenses by the Company pursuant to this Agreement or otherwise. Each written undertaking to pay amounts advanced must be an unlimited general obligation but need not be secured, and shall be accepted without reference to financial ability to make repayment.

13. **Remedies of the Indemnitee in Cases of Determination not to Indemnify or to Advance Expenses.** In the event that a determination is made that the Indemnitee is not entitled to indemnification hereunder or if the payment has not been timely made following a determination of entitlement to indemnification pursuant to Sections 10 and 11, or if Expenses are not advanced pursuant to Section 12, the Indemnitee shall be entitled to a final adjudication in an appropriate court of the State of Delaware or any other court of competent jurisdiction of the Indemnitee's entitlement to such indemnification or advance. Alternatively, the Indemnitee may, at the Indemnitee's option, seek an award in arbitration to be conducted by a single arbitrator chosen by the Indemnitee and approved by the Company, which approval shall not be unreasonably withheld or delayed. If the Indemnitee and the Company do not agree upon an arbitrator within 30 days following notice to the Company by the Indemnitee that it seeks an award in arbitration, the arbitrator will be chosen pursuant to the rules of the American Arbitration Association (the "AAA"). The arbitration will be conducted pursuant to the rules of the AAA and an award shall be made within 60 days following the filing of the demand for arbitration. The arbitration shall be held in Houston, Harris County, Texas. The Company shall not oppose the Indemnitee's right to seek any such adjudication or award in arbitration or any other claim. Such judicial proceeding or arbitration shall be made *de novo,* and the Indemnitee shall not be prejudiced by reason of a determination (if so made) that the Indemnitee is not entitled to indemnification. If a determination is made or deemed to have been made pursuant to the terms of Section 10 or Section 11 hereof that the Indemnitee is entitled to indemnification, the Company shall be bound by such determination and shall be precluded from asserting that such determination has not been made or that the procedure by which such determination was made is not valid, binding and enforceable. The Company further agrees to stipulate in any such court or before any such arbitrator that the Company is bound by all the provisions of this Agreement and is precluded from making any assertions to the contrary. If the court or arbitrator shall determine that the Indemnitee is entitled to any indemnification hereunder, the Company shall pay all reasonable Expenses actually incurred by the Indemnitee in connection with such adjudication or award in arbitration (including, but not limited to, any appellate proceedings).

14. **Notification and Defense of Claim.** Promptly after receipt by the Indemnitee of notice of the commencement of any Claim, the Indemnitee will, if a Claim in respect thereof is to be made against the Company under this Agreement, notify the Company in writing of the commencement thereof. The omission by the Indemnitee to so notify the Company will not relieve the Company from any liability that it may have to the Indemnitee under this Agreement or otherwise, except to the extent that the Company may suffer material prejudice by reason of such failure. Notwithstanding any other provision of this Agreement, with respect to any such Claim as to which the Indemnitee gives notice to the Company of the commencement thereof:

(a) The Company will be entitled to participate in the defense of such Claim at its own expense.

(b) Except as otherwise provided in this Section 14(b), to the extent that it may wish, the Company, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof with counsel reasonably satisfactory to the Indemnitee. After notice from the Company to the Indemnitee of its election to so assume the defense thereof, the Company shall not be liable to the Indemnitee under this Agreement for any legal or other Expenses subsequently incurred by the Indemnitee in connection with the defense thereof other than reasonable costs of investigation or as otherwise provided below.

The Indemnitee shall have the right to employ the Indemnitee's own counsel in such Claim [(but not more than one law firm plus, if applicable, local counsel in respect of any such Claim)], but the fees and Expenses of such counsel incurred after notice from the Company of its assumption of the defense thereof shall be at the expense of the Indemnitee unless (i) the employment of counsel by the Indemnitee has been authorized by the Company, (ii) the Indemnitee shall have reasonably concluded that there may be a conflict of interest between the Company and the Indemnitee in the conduct of the defense of such Claim and such determination by the Indemnitee shall be supported by an opinion of counsel, which opinion shall be reasonably acceptable to the Company, or (iii) the Company shall not in fact have employed counsel to assume the defense of such Claim, in each of which cases the fees and Expenses of counsel shall be at the expense of the Company. The Company shall not be entitled to assume the defense of any Claim brought by or on behalf of the Company or as to which the Indemnitee shall have reached the conclusion provided for in clause (ii) above.

(c) The Company shall not be liable to indemnify the Indemnitee under this Agreement for any amounts paid in settlement of any Claim without the Company's prior written consent, which consent shall not be unreasonably withheld. The Company shall not be required to obtain the consent of the Indemnitee to settle any Claim which the Company has undertaken to defend if the Company assumes full and sole responsibility for such settlement and such settlement grants the Indemnitee a complete and unqualified release in respect of any potential liability.

15. **Other Right to Indemnification.** The indemnification and Expense Advances provided by this Agreement are cumulative, and not exclusive, and are in addition to any other rights to which the Indemnitee may now or in the future be entitled under any provision of the Bylaws or Certificate of the Company, the Certificate or Bylaws or other governing documents of any direct or indirect subsidiary of the Company, any vote of the stockholders or Disinterested Directors, any provision of applicable law or otherwise. Except as required by applicable law, the Company shall not adopt any amendment to its Bylaws or Certificate the effect of which would be to deny, diminish or encumber the Indemnitee's right to indemnification under this Agreement.

16. **Director and Officer Liability Insurance.** The Company shall, from time to time, make the good faith determination whether or not it is practicable for the Company to obtain and maintain a policy or policies of insurance with reputable insurance companies providing the officers and directors of the Company, and any direct or indirect subsidiary of the Company, with coverage for losses from wrongful acts, or to ensure the Company's performance of its indemnification obligations under this Agreement. Among other considerations, the Company will weigh the costs of obtaining such insurance coverage against the protection afforded by such coverage. Notwithstanding the foregoing, the Company shall have no obligation to obtain or maintain such insurance if the Company determines in good faith that such insurance is not necessary or is not reasonably available, if the premium costs for such insurance are disproportionate to the amount of coverage provided, if the coverage provided by such insurance is limited by exclusions so as to provide an insufficient benefit or if the Indemnitee is covered by similar insurance maintained by a direct or indirect subsidiary of the Company. However, the Company's decision whether or not to adopt and maintain such insurance shall not affect in any way its

obligations to indemnify its officers and directors under this Agreement or otherwise. In all policies of director and officer liability insurance, the Indemnitee shall be named as an insured in such a manner as to provide the Indemnitee the same rights and benefits as are accorded to the most favorably insured of the Company's directors, if the Indemnitee is a director; or of the Company's officers, if the Indemnitee is not a director of the Company, but is an officer. The Company agrees that the provisions of this Agreement shall remain in effect regardless of whether liability or other insurance coverage is at any time obtained or retained by the Company; except that any payments made to, or on behalf of, the Indemnitee under an insurance policy, the Certificate, Bylaws or otherwise of the amounts otherwise indemnifiable (or for which Expense Advances are provided) by the Company shall reduce the obligations of the Company hereunder.

17. **Spousal Indemnification.** The Company will indemnify the Indemnitee's spouse to whom the Indemnitee is legally married at any time the Indemnitee is covered under the indemnification provided in this Agreement (even if the Indemnitee did not remain married to him or her during the entire period of coverage) against any Claim for the same period where such legal marriage and coverage of the Indemnitee's indemnification overlap, to the same extent and subject to the same standards, limitations, obligations and conditions under which the Indemnitee is provided indemnification herein, if the Indemnitee's spouse (or former spouse) becomes involved in a Claim solely by reason of his or her status as the Indemnitee's spouse, including, without limitation, any Claim that seeks damages recoverable from marital community property, jointly-owned property or property purported to have been transferred from the Indemnitee to his/her spouse (or former spouse). Subject to the limitations described in this Section 17, the Indemnitee's spouse or former spouse also may be entitled to Expense Advances to the same extent that the Indemnitee is entitled to Expense Advances herein. The Company may maintain insurance to cover its obligation hereunder with respect to the Indemnitee's spouse (or former spouse) or set aside assets in a trust or escrow funds for that purpose.

18. **Intent.** This Agreement is intended to be broader than any statutory indemnification rights applicable in the State of Delaware and shall be in addition to any other rights the Indemnitee may have under the Company's Certificate, Bylaws, applicable law or otherwise. To the extent that a change in applicable law (whether by statute or judicial decision) permits greater indemnification by agreement than would be afforded currently under the Company's Certificate, Bylaws, applicable law or this Agreement, it is the intent of the parties that the Indemnitee enjoy by this Agreement the greater benefits so afforded by such change.

19. **Attorney's Fees and Other Expenses to Enforce Agreement.** In the event that the Indemnitee is subject to or intervenes in any proceeding in which the validity or enforceability of this Agreement is at issue or seeks an adjudication or award in arbitration to enforce the Indemnitee's rights under (or to recover damages for breach of) this Agreement, the Indemnitee, if he/she prevails in whole or in part in such action, shall be entitled to recover from the Company and shall be indemnified by the Company against any actual expenses for attorneys' fees and disbursements reasonably incurred by the Indemnitee.

20. **Subrogation.** In the event of payment under this Agreement, the Company shall be subrogated to the extent of such payment to all of the rights of recovery of the Indemnitee, who shall execute all documents required and shall do all acts that may be necessary to secure such rights and to enable the Company effectively to bring suit to enforce such rights.

21. **Effective Date.** The provisions of this Agreement shall cover Claims whether now pending or hereafter commenced and shall be retroactive to cover acts or omissions or alleged acts or omissions which heretofore have taken place. The Company shall be liable under this Agreement, pursuant to Sections 5 and 6 hereof, for all acts of the Indemnitee while serving as a director and/or officer of the Company, notwithstanding the termination of the Indemnitee's service and other exceptions described in this Agreement, if such act was performed or omitted to be performed during the term of the Indemnitee's service to the Company.

22. **Duration of Agreement.** This Agreement shall continue until and terminate upon the later of: (a) ten years after the Indemnitee has ceased to occupy any of the positions or have any relationships described in Sections 5 and 6 of this Agreement and (b) the final termination of all Claims to which the Indemnitee may be subject by reason of the fact that he/she is or was a director, officer, employee, agent or fiduciary of the Company, or any direct or indirect subsidiary of the Company, or is or was serving at the request of the Company as a director, officer, employee of any other entity, including, but not limited to, another corporation, partnership, limited liability company, employee benefit plan, joint venture, trust or other enterprise, or by reason of any act or omission by the Indemnitee in any such capacity. Subject to the terms of this Agreement, the indemnification provided under this Agreement shall continue as to the Indemnitee even though he/she may have ceased to be a director or officer of the Company, or any direct or indirect subsidiary of the Company. This Agreement shall be binding upon the Company and its successors and assigns, including, without limitation, any corporation or other entity which may have acquired all or substantially all of the Company's assets or business or into which the Company may be consolidated or merged, and shall inure to the benefit of the Indemnitee and his/her spouse, successors, assigns, heirs, devisees, executors, administrators or other legal representations. The Company shall require any successor or assignee (whether direct or indirect, by purchase, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company, by written agreement in form and substance reasonably satisfactory to the Company and the Indemnitee, expressly to assume and agree to perform this Agreement in the same manner and to the same extent that the Company would be required to perform if no such succession or assignment had taken place.

23. **Disclosure of Payments.** Except as expressly required by any federal securities laws or other federal or state law, neither party hereto shall disclose any payments under this Agreement unless prior approval of the other party is obtained.

24. **Severability.** If any term or other provision (including any portion thereof) of this Agreement shall be held invalid, illegal or unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality and enforceability of the remaining provisions of this Agreement (including, but not limited to, all portions of any Sections of this Agreement containing any such provision held to be invalid, illegal or unenforceable) shall not in any way be affected or impaired thereby and (b) to the fullest extent possible, the provisions of this Agreement (including, but not limited to, all portions of any paragraph of this Agreement containing any such provision held to be invalid, illegal or unenforceable, that are not themselves invalid, illegal or unenforceable) shall be construed so as to give effect to the intent manifest by the provision held invalid, illegal or unenforceable.

25. **Counterparts.** This Agreement may be executed by one or more counterparts, each of which shall for all purposes be deemed to be an original but all of which together shall constitute one and the same agreement. Only one such counterpart signed by the party against whom enforceability is sought shall be required to be produced to evidence the existence of this Agreement.

26. **Captions.** The captions and headings used in this Agreement are inserted for convenience only and shall not be deemed to constitute part of this Agreement or to affect the construction or interpretation thereof.

27. **Entire Agreement, Modification and Waiver.** This Agreement and the exhibits and documents referred to herein constitute the entire agreement and understanding of the parties hereto regarding the subject matter hereof, and no supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both parties hereto. No waiver of any of the provisions of this Agreement shall be binding unless in the form of a writing signed by the party against whom enforcement of the waiver is sought, and no waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall such waiver constitute a continuing waiver. No supplement, modification or amendment to this Agreement shall limit or restrict any right of the Indemnitee under this Agreement in respect of any act or omission of the Indemnitee prior to the effective date of such supplement, modification or amendment unless expressly provided therein. Except as specifically provided herein, no failure to exercise or any delay in exercising any right, remedy, power or privilege hereunder shall constitute a waiver thereof.

28. **Notices.** All notices, requests, demands or other communications hereunder shall be in writing and shall be deemed to have been duly given if (a) delivered by hand with receipt acknowledged by the party to whom said notice or other communication shall have been directed, (b) mailed by certified or registered mail, return receipt requested with postage prepaid, on the date shown on the return receipt or (c) delivered by facsimile transmission on the date shown on the facsimile machine report:

(a) If to the Indemnitee, to:

(b) If to the Company, to:

Baker Hughes, a GE company
Attn: General Counsel
17021 Aldine Westfield Rd.
Houston, Texas 77073
Facsimile: (713) 439-8472

or to such other address as may be furnished to the Indemnitee by the Company or to the Company by the Indemnitee, as the case may be.

29. **Governing Law.** The parties hereto agree that this Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Delaware, applied without giving effect to any conflicts of law principles.

30. **Compliance With Section 409A.** Notwithstanding any other provision of this Agreement, to the extent that any payment hereunder is not exempt from section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), pursuant to the application of Department of Treasury Regulation Section 1.409A-1(b)(10) or another applicable exemption (a "409A Payment"), the following provisions of this Section 30 shall apply with respect to such 409A Payment. The Company shall make a 409A Payment due under this Agreement at the time specified above in this Agreement. The parties intend and agree that such payment deadline is not to be extended as a result of the following sentence, which is included solely for the purpose of complying with Section 409A of the Code. The Company shall make a 409A Payment by the last day of the taxable year of the Indemnitee or the spouse of the Indemnitee, as applicable, following the taxable year in which the applicable legal fees and expenses were incurred. The legal fees or expenses that are subject to reimbursement pursuant to this Agreement shall not be limited as a result of when the fees or expenses are incurred. The amounts of legal fees or expenses that are eligible for reimbursement pursuant to this Agreement during a given taxable year of the Indemnitee or the spouse of the Indemnitee, as applicable, shall not affect the amount of expenses eligible for reimbursement in any other taxable year. The right to reimbursement pursuant to this Agreement is not subject to liquidation or exchange for another benefit.

[*Signature page follows*]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective on the day and year first above written.

BAKER HUGHES, A GE COMPANY

By: _____
[ ]

INDEMNITEE:

By: _____

Baker Hughes, a GE company 2017 Long-Term Incentive Plan

SECTION 1. PURPOSE

The purposes of this Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "Plan") are to encourage selected Employees and Directors of Baker Hughes, a GE company (together with any successor thereto, the "Company") and its Subsidiaries (as defined below) to acquire a proprietary interest in the growth and performance of the Company, to generate an increased incentive to contribute to the Company's future success and prosperity, thus enhancing the value of the Company for the benefit of its stockholders, and to enhance the ability of the Company and its Subsidiaries to attract and retain exceptionally qualified individuals upon whom, in large measure, the sustained progress, growth and profitability of the Company depend.

SECTION 2. DEFINITIONS

As used in the Plan, the following terms shall have the meanings set forth below:

(a) "Affiliate" shall mean any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company or General Electric Company.

(b) "Award" shall mean any Option, Stock Appreciation Right, Restricted Stock, Restricted Stock Unit, Performance Award, Dividend Equivalent, or Other Stock-Based Award granted under the Plan.

(c) "Award Agreement" shall mean any written agreement, contract, or other instrument or document, including an electronic communication, as may from time to time be designated by the Company as evidencing any Award granted under the Plan.

(d) "Board" shall mean the Board of Directors of the Company, as constituted from time to time.

(e) "Cause" shall mean: (i) If the Participant is a party to an agreement with the Company or an Affiliate and such agreement provides for a definition of Cause, the definition contained therein; (ii) If no such agreement exists: (A) the Participant's material failure to perform his or her employment duties for the Company or an Affiliate (other than any such failure resulting from incapacity due to physical or mental illness); (B) the Participant's willful engagement in dishonesty, illegal conduct or gross misconduct, which is, in each case, materially injurious to the Company or its Affiliates; (C) the Participant's embezzlement, misappropriation or fraud, whether or not related to the Participant's employment with the Company or its Affiliates; (D) the Participant's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Participant's ability to perform services for the Company or its Affiliates or results in material harm to the Company or its Affiliates; or (E) any other act or omission that constitutes Cause, as determined in the reasonable, good faith discretion of the Committee.

(f) "Change in Control" shall mean: (i) any person (as such term is used in Section 13(d) of the Exchange Act) or persons acting together in a manner which would constitute such persons a "group" for purposes of Section 13(d) of the Exchange Act acquires and "beneficially owns" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, at least 50% of the total voting power represented by the Company's then-outstanding voting securities; provided, however, that for purposes of this clause (i), the following acquisitions shall not constitute a Change in Control: (A) any acquisition directly from the Company, (B) any acquisition by the Company, General Electric Company or any of their Affiliates, or (C) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Affiliates; (ii) the consummation of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or (iii) there is consummated a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale. Notwithstanding the foregoing, any direct or indirect spin-off, split-off or similar transaction involving Company securities by any stockholder of the Company to its

stockholders, including pursuant to a Permitted Spin Transaction (as defined in the Amended & Restated Operating Agreement of Newco LLC), shall not constitute a Change in Control. With respect to an Award that is subject to Section 409A and for which payment or settlement of the Award will accelerate upon a Change in Control, no event set forth herein will constitute a Change in Control for purposes of the Plan unless such event also constitutes a "change in ownership," "change in effective control," or "change in the ownership of a substantial portion of the Company's assets" as defined under Section 409A.

(g) "Code" shall mean the Internal Revenue Code of 1986, as amended from time to time.

(h) "Committee" shall mean a committee of the Board acting in accordance with the provisions of Section 3, designated by the Board to administer the Plan. To the extent necessary to comply with applicable regulatory regimes, any action by the Committee will require the approval of Committee members who are: (i) "non-employee directors" as defined in Rule 16b-3 of the Securities Exchange Act of 1934, as amended and (ii) "outside directors" as defined in Section 162(m) of the Code. The Board is responsible for administering the Plan as it relates to any Award provided to a Director. For purposes of the Plan, reference to the Committee shall be deemed to refer to any subcommittee, subcommittees, or other persons or groups of persons to whom the Committee delegates authority pursuant to Section 3(b).

(i) "Director" shall mean any member of the Board who is not an Employee at the time of receiving an Award under the Plan.

(j) "Dividend Equivalent" shall mean any right granted under Section 6(e) of the Plan.

(k) "Employee" shall mean any employee of the Company or of any Affiliate.

(l) "Fair Market Value" shall mean, with respect to any Shares or other securities, the closing price of a Share on the date as of which the determination is being made or as otherwise determined in a manner specified by the Committee.

(m) "Incentive Stock Option" shall mean an option granted under Section 6(a) of the Plan that is intended to meet the requirements of Section 422 of the Code, or any successor provision thereto.

(n) "Non-Qualified Stock Option" shall mean an option granted under Section 6(a) of the Plan that is not intended to be an Incentive Stock Option.

(o) "Option" shall mean an Incentive Stock Option or a Non-Qualified Stock Option.

(p) "Other Stock-Based Award" shall mean any right, including a Deferred Stock Unit, granted under Section 6(f) of the Plan.

(q) "Participant" shall mean an Employee or Director designated to be granted an Award under the Plan.

(r) "Performance Award" shall mean any right granted under Section 6(d) of the Plan.

(s) "Performance Criteria" shall mean any quantitative and/or qualitative measures, as determined by the Committee, which may be used to measure the level of performance of the Company or any individual Participant during a Performance Period, including any Qualifying Performance Criteria.

(t) "Performance Period" shall mean any period as determined by the Committee in its sole discretion.

(u) "Person" shall mean any individual, corporation, partnership, association, joint-stock company, trust, unincorporated organization, or government or political subdivision thereof.

(v) "Qualifying Performance Criteria" shall mean one or more of the following performance criteria, either individually, alternatively or in any combination, applied to either the company as a whole or to a business unit or related company, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to a previous year's results or to a designated comparison group, in each case as specified by the Committee in the Award: net earnings; earnings per share; net income (before or after taxes); stock price (including growth measures and total shareholder return); return measures (including return on net capital employed, return on assets, return on equity, or sales return); earnings before or after interest, taxes, depreciation and/or amortization; dividend payments; gross revenues; gross margins; expense targets; cash flow return on investments, which equals net cash flows divided by owner's equity; internal rate of return or increase in net present value; working capital targets relating to inventory or accounts receivable; planning accuracy (as measured by comparing planned results to actual results); net sales growth; net operating profit; cash flow (including operating cash flow and free cash flow); and operating margin, subject to adjustment by the Committee to remove the effect of charges for restructurings, discontinued operations and all items of gain, loss or expense determined to be unusual in nature or infrequent in occurrence, related to the disposal of a segment or a business, or related to a change in accounting principle or otherwise.

(w) "Restricted Stock" shall mean any award of Shares granted under Section 6(c) of the Plan.

(x) "Restricted Stock Unit" shall mean any right granted under Section 6(c) of the Plan that is denominated in Shares.

(y) "Shares" shall mean the Class A common shares, of the Company, $0.0001 par value, and such other securities as may become the subject of Awards, or become subject to Awards, pursuant to an adjustment made under Section 4(b) of the Plan.

(z) "Stock Appreciation Right" shall mean any right granted under Section 6(b) of the Plan.

(aa) "Subsidiary" shall mean (i) any entity that, directly or through one or more intermediaries, is controlled by the Company, and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

SECTION 3. ADMINISTRATION

Except as otherwise provided herein, the Plan shall be administered by the Committee, which shall have the power to interpret the Plan and to adopt such rules and guidelines for implementing the terms of the Plan as it may deem appropriate. The Committee shall have the ability to modify the Plan provisions, to the extent necessary, or delegate such authority, to accommodate any law or regulation in jurisdictions in which Participants will receive Awards.

(a) Subject to the terms of the Plan and applicable law, the Committee shall have full power and authority to:

i. designate Participants;

ii. determine the type or types of Awards to be granted to each Participant under the Plan and grant Awards to such Participants;

iii. determine the number of Shares to be covered by (or with respect to which payments, rights, or other matters are to be calculated in connection with) Awards;

iv. determine the terms and conditions of any Award and of Award Agreements, and verify the extent of satisfaction of any performance goals or other conditions applicable to the grant, issuance, exercisability, vesting and/or ability to retain any Award;

v. determine whether, to what extent, and under what circumstances Awards may be settled or exercised in cash, Shares, other securities, or other Awards, or canceled, forfeited, or suspended, and the method or methods by which Awards may be settled, exercised, canceled, forfeited, or suspended;

vi. determine whether, to what extent, and under what circumstances cash, Shares, other securities, other Awards, and other amounts payable with respect to an Award under the Plan shall be deferred either automatically or at the election of the holder thereof or of the Committee;

vii. interpret and administer the Plan and any instrument or agreement relating to, or Award made under, the Plan;

viii. establish, amend, suspend, or waive such rules and guidelines;

ix. appoint such agents as it shall deem appropriate for the proper administration of the Plan;

x. make any other determination and take any other action that the Committee deems necessary or desirable for the administration of the Plan; and

xi. correct any defect, supply any omission, or reconcile any inconsistency in the Plan or any Award in the manner and to the extent it shall deem desirable to carry the Plan into effect.

(b) Unless otherwise expressly provided in the Plan, all designations, determinations, interpretations, and other decisions under or with respect to the Plan or any Award shall be within the sole discretion of the Committee, may be made at any time, and shall be final, conclusive, and binding upon all Persons, including the Company, any Affiliate, any Participant, any holder or beneficiary of any Award, any stockholder, and any employee of the Company or of any Affiliate. Actions of the Committee may be taken by:

i. the Chairman of the Committee;

ii. a subcommittee, designated by the Committee;

iii. the Committee but with one or more members abstaining or recusing himself or herself from acting on the matter, so long as two or more members remain to act on the matter. Such action, authorized by the Chairman, such a subcommittee or by the Committee (whether upon the abstention or recusal of such members or otherwise), shall be the action of the Committee for purposes of the Plan; or

iv. one or more officers or managers of the Company or any Subsidiary, or a committee of such officers or managers whose authority is subject to such terms and limitations set forth by the Committee, and only with respect to Employees who are not officers or directors of the Company for purposes of Section 16 of the Securities Exchange Act of 1934, as amended. This delegation shall include modifications necessary to accommodate changes in the laws or regulations of jurisdictions outside the U.S.

SECTION 4. SHARES AVAILABLE FOR AWARDS

(a) SHARES AVAILABLE. Subject to adjustment as provided in Section 4(b):

i. The total number of Shares reserved and available for delivery pursuant to Awards granted under the Plan shall be 57,400,000. If any Shares covered by an Award granted under the Plan, or to which such an Award or award relates, are forfeited, or if an Award or award otherwise terminates without the delivery of Shares or of other consideration, then the Shares covered by such Award or award, or to which such Award or award relates, or the number of Shares otherwise counted against the aggregate number of Shares available under the Plan with respect to such Award or award, to the extent of any such forfeiture or termination, shall again be available for granting Awards under the Plan. Notwithstanding the foregoing, but subject to adjustment as provided in Section 4(b), all Shares shall be available for delivery pursuant to the exercise of Incentive Stock Options.

ii. ACCOUNTING FOR AWARDS. For purposes of this Section 4,

A. If an Award (other than a Dividend Equivalent) is denominated in Shares, the number of Shares covered by such Award, or to which such Award relates, shall be counted on the date of grant of such Award against the aggregate number of Shares available for granting Awards under the Plan;

B. Dividend Equivalents denominated in Shares and Awards not denominated, but potentially payable, in Shares shall be counted against the aggregate number of Shares available for granting Awards under the Plan in such amount and at such time as the Dividend Equivalents and such Awards are settled in Shares, PROVIDED, HOWEVER, that Awards that operate in tandem with (whether granted simultaneously with or at a different time from), or that are substituted for, other Awards may only be counted once against the aggregate number of shares available, and the Committee shall adopt procedures, as it deems appropriate, in order to avoid double counting. Any Shares that are delivered by the Company, and any Awards that are granted by, or become obligations of, the Company through the assumption by the Company or an Subsidiary of, or in substitution for, outstanding awards previously granted by an acquired company, shall not be counted against the Shares available for granting Awards under this Plan; and

C. Notwithstanding anything herein to the contrary, any Shares related to Awards which terminate by expiration, forfeiture, cancellation, or otherwise without the issuance of such Shares, are settled in cash in lieu of Shares, or, subject to Section 6(h)(ix), are exchanged with the Committee's permission, prior to the issuance of Shares, for Awards not involving Shares, shall be available again for grant under this Plan. Shares subject to an Award under the Plan may not again be made available for issuance under the Plan if such Shares are: (w) Shares delivered to or withheld by the Company to pay taxes on Awards other than Options or Stock Appreciation Rights, (x) Shares that were subject to an Option or a stock-settled Stock Appreciation Right and were not issued upon the net settlement or net exercise of such Option or Stock Appreciation Right, (y) Shares delivered to or withheld by the Company to pay the exercise price or the withholding taxes under Options or Stock Appreciation Rights, or (z) Shares repurchased on the open market with the proceeds of an Option exercise.

iii. SOURCES OF SHARES DELIVERABLE UNDER AWARDS. Any Shares delivered pursuant to an Award may consist, in whole or in part, of authorized and unissued Shares or of treasury Shares.

(b) ADJUSTMENTS.

i. In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Shares, or other securities), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase, or exchange of Shares or other securities of the Company, issuance of warrants or other rights to

purchase Shares or other securities of the Company, or other similar corporate transaction or event constitutes an equity restructuring transaction, as that term is defined in Accounting Standards Codification Topic 718 (or any successor thereto) or otherwise affects the Shares, then the Committee shall adjust the following in a manner that is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan:

A. the number and type of Shares or other securities which thereafter may be made the subject of Awards including the limit specified in Section 4(a)(i) regarding the number of shares that may be granted in the form of Restricted Stock, Restricted Stock Units, Performance Awards, or Other Stock-Based Awards;

B. the number and type of Shares or other securities subject to outstanding Awards;

C. the number and type of Shares or other securities specified as the annual per-participant limitation under Section 6(h)(v) and (vi);

D. the grant, purchase, or exercise price with respect to any Award, or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding Award; and

E. other value determinations applicable to outstanding awards. PROVIDED, HOWEVER, in each case, that with respect to Awards of Incentive Stock Options no such adjustment shall be authorized to the extent that such adjustment would cause the Plan to violate Section 422(b)(1) of the Code or any successor provision thereto; and PROVIDED FURTHER, HOWEVER, that the number of Shares subject to any Award denominated in Shares shall always be a whole number.

ii. ADJUSTMENTS OF AWARDS UPON CERTAIN ACQUISITIONS. In the event the Company or any Subsidiary shall assume outstanding employee awards or the right or obligation to make future such awards in connection with the acquisition of another business or another corporation or business entity, the Committee may make such adjustments, not inconsistent with the terms of the Plan, in the terms of Awards as it shall deem appropriate in order to achieve reasonable comparability or other equitable relationship between the assumed awards and the Awards granted under the Plan as so adjusted.

iii. ADJUSTMENTS OF AWARDS UPON THE OCCURRENCE OF CERTAIN UNUSUAL OR NONRECURRING EVENTS. The Committee shall be authorized to make adjustments in the terms and conditions of, and the criteria included in, Awards in recognition of unusual or nonrecurring events affecting the Company, any Subsidiary, or the financial statements of the Company or any Subsidiary, or of changes in applicable laws, regulations, or accounting principles, whenever the Committee determines that such adjustments are appropriate in order to prevent dilution or enlargement of the benefits or potential benefits to be made available under the Plan.

SECTION 5. ELIGIBILITY

Any Employee, including any officer or employee-director of the Company or of any Subsidiary, or Director shall be eligible to be designated a Participant.

SECTION 6. AWARDS

(a) OPTIONS. The Committee is hereby authorized to grant Options to Participants with the following terms and conditions and with such additional terms and conditions, in either case not inconsistent with the provisions of the Plan, as the Committee shall determine:

i. EXERCISE PRICE. The purchase price per Share purchasable under an Option shall be determined by the Committee; provided, however, and except as provided in Section 4(b), that such purchase price shall not be less than 100% of the Fair Market Value of a Share on the date of grant of such Option.

ii. OPTION TERM. The term of each Option shall not exceed ten (10) years from the date of grant.

iii. TIME AND METHOD OF EXERCISE. The Committee shall establish in the applicable Award Agreement the time or times at which an Option may be exercised in whole or in part, and the method or methods by which, and the form or forms, including, without limitation, cash, Shares, or other Awards, or any combination thereof, having a Fair Market Value on the exercise date equal to the relevant exercise price, in which, payment of the exercise price with respect thereto may be made or deemed to have been made.

iv. INCENTIVE STOCK OPTIONS. The terms of any Incentive Stock Option granted under the Plan shall be designed to comply in all respects with the provisions of Section 422 of the Code, or any successor provision thereto, and any regulations promulgated thereunder. For the avoidance of doubt, Incentive Stock Options shall not be granted to Directors. Notwithstanding anything in this Section 6(a) to the contrary, Options designated as Incentive Stock Options shall not be eligible for treatment under the Code as Incentive Stock Options (and will be deemed to be Non-Qualified Stock Options) to the extent that either (1) the aggregate Fair Market Value of Shares (determined as of the time of grant) with respect to which such Options are exercisable for the first time by the Participant during any calendar year (under all plans of the Company and any subsidiary) exceeds $100,000, taking Options into account in the order in which they were granted, or (2) such Options otherwise remain exercisable but are not exercised within three (3) months of termination of employment (or such other period of time provided in Section 422 of the Code).

(b) STOCK APPRECIATION RIGHTS. The Committee is hereby authorized to grant Stock Appreciation Rights to Participants. Subject to the terms of the Plan and any applicable Award Agreement, a Stock Appreciation Right granted under the Plan shall confer on the holder thereof a right to receive, upon exercise thereof, the excess of (1) the Fair Market Value of one Share on the date of exercise over (2) the grant price of the right as specified by the Committee.

i. GRANT PRICE. The grant price per share of each Stock Appreciation Right shall be determined by the Committee, provided, however, and except as provided in Section 4(b), that such price shall not be less than 100% of the Fair Market Value of one Share on the date of grant of the Stock Appreciation Right, except that if a Stock Appreciation Right is at any time granted in tandem to an Option, the grant price of the Stock Appreciation Right shall not be less than the exercise price of such Option.

ii. TERM. The term of each Stock Appreciation Right shall not exceed ten (10) years from the date of grant.

iii. TIME AND METHOD OF EXERCISE. The Committee shall establish in the applicable Award Agreement the time or times at which a Stock Appreciation Right may be exercised in whole or in part.

(c) RESTRICTED STOCK AND RESTRICTED STOCK UNITS.

i. ISSUANCE. The Committee is hereby authorized to grant Awards of Restricted Stock and Restricted Stock Units to Participants.

ii. RESTRICTIONS. Awards of Restricted Stock and Restricted Stock Units shall be subject to such restrictions as the Committee may establish in the applicable Award Agreement (including, without limitation, any limitation on the right to vote a Share of Restricted Stock or the right to receive any dividend or other right), which restrictions may lapse separately or in combination at such time or times, in such installments or otherwise, as the Committee may deem appropriate. Unrestricted Shares, evidenced in such manner as the Committee shall deem appropriate, shall be delivered to the holder of Restricted Stock promptly after such restrictions have lapsed.

iii. REGISTRATION. Any Restricted Stock or Restricted Stock Units granted under the Plan may be evidenced in such manner as the Committee may deem appropriate, including, without limitation, book-entry registration or issuance of a stock certificate or certificates. In the event any stock certificate is issued in respect of Shares of Restricted Stock granted under the Plan, such certificate shall be registered in the name of the Participant and shall bear an appropriate legend referring to the terms, conditions, and restrictions applicable to such Restricted Stock.

iv. FORFEITURE. Upon termination of employment during the applicable restriction period, except as determined otherwise by the Committee, all Shares of Restricted Stock and all Restricted Stock Units still, in either case, subject to restriction shall be forfeited and reacquired by the Company.

(d) PERFORMANCE AWARDS. The Committee is hereby authorized to grant Performance Awards to Participants. Performance Awards include arrangements under which the grant, issuance, retention, exercisability, vesting and/or transferability of any Award is subject to such Performance Criteria and such additional conditions or terms as the Committee may designate. Subject to the terms of the Plan and any applicable Award Agreement, a Performance Award granted under the Plan:

i. may be denominated or payable in cash, Shares (including, without limitation, Restricted Stock), other securities, or other Awards; and

ii. shall confer on the holder thereof rights valued as determined by the Committee and payable to, or exercisable by, the holder of the Performance Award, in whole or in part, upon the achievement of such performance goals during such Performance Periods as the Committee shall establish.

(e) DIVIDEND EQUIVALENTS. The Committee is hereby authorized to grant to Participants Awards (other than Options and Stock Appreciation Rights) under which the holders thereof shall be entitled to receive payments equivalent to dividends or interest with respect to a number of Shares determined by the Committee, and the Committee may provide that such amounts (if any) shall be deemed to have been reinvested in additional Shares and paid out only on and when Shares actually vest, are earned or are received under such Awards. Subject to the terms of the Plan and any applicable Award Agreement, such Awards may have such terms and conditions as the Committee shall determine.

(f) OTHER STOCK-BASED AWARDS. The Committee is hereby authorized to grant to Participants such other Awards, including, but not limited to, Deferred Stock Units, that are denominated or payable in, valued in whole or in part by reference to, or otherwise based on or related to, Shares (including, without limitation, securities convertible into Shares), as are deemed by the Committee to be consistent with the purposes of the Plan, provided, however, that such grants must comply with applicable law. Subject to the terms of the Plan and any applicable Award Agreement, the Committee shall determine the terms and conditions of such Awards. Shares or other securities delivered pursuant to a purchase right granted under this Section 6(f) shall be purchased for such consideration, which may be paid by such method or methods and in such form or forms, including, without limitation, cash, Shares, other securities, or other Awards, or any combination thereof, as the Committee shall determine, the value of which consideration, as established by the Committee, and except as provided in Section 4(b), shall not be less than the Fair Market Value of such Shares or other securities as of the date such purchase right is granted.

(g) CHANGE IN CONTROL

i. In the event of a Change in Control, the Committee, in its sole discretion, may take such actions, if any, as it deems necessary or desirable with respect to any Award that is outstanding. Such actions may include, without limitation: (a) the acceleration of the vesting, settlement and/or exercisability of an Award; (b) the payment of a cash amount in exchange for the cancellation of an Award; (c) the cancellation of Options and/or Stock Appreciation Rights without the payment of consideration therefor if the exercise price of such Options and/or Stock Appreciation Rights equals or exceeds the price paid for a Share in connection with the Change in Control; and/or (d) the issuance of substitute Awards that substantially preserve the value, rights and benefits of any affected Awards.

(h) GENERAL.

i. NO CASH CONSIDERATION FOR AWARDS. Awards shall be granted for no cash consideration or for such minimal cash consideration as may be required by applicable law.

ii. AWARDS MAY BE GRANTED SEPARATELY OR TOGETHER. Awards may, in the discretion of the Committee, be granted either alone or in addition to, in tandem with, or in substitution for any other Award or any award granted under any other plan of the Company or any Subsidiary. Awards granted in addition to or in tandem with other Awards, or in addition to or in tandem with awards granted under any other plan of the Company or any Subsidiary, may be granted either at the same time as or at a different time from the grant of such other Awards or awards.

iii. FORMS OF PAYMENT UNDER AWARDS. Subject to the terms of the Plan and of any applicable Award Agreement, payments or transfers to be made by the Company or a Subsidiary upon the grant, exercise, or payment of an Award may be made in such form or forms as the Committee shall determine, including, without limitation, cash, Shares, rights in or to Shares issuable under the Award or other Awards, other securities, or other Awards, or any combination thereof, and may be made in a single payment or transfer, in installments, or on a deferred basis, in each case in accordance with rules and

procedures established by the Committee. Such rules and procedures may include, without limitation, provisions for the payment or crediting of reasonable interest on installment or deferred payments or the grant or crediting of Dividend Equivalents in respect of installment or deferred payments.

iv. LIMITS ON TRANSFER OF AWARDS. Except as provided by the Committee, no Award and no right under any such Award, shall be assignable, alienable, saleable, or transferable by a Participant otherwise than by will or by the laws of descent and distribution provided, however, that, if so determined by the Committee, a Participant may, in the manner established by the Committee, designate a beneficiary or beneficiaries to exercise the rights of the Participant with respect to any Award upon the death of the Participant. Each Award, and each right under any Award, shall be exercisable, during the Participant's lifetime, only by the Participant or, if permissible under applicable law, by the Participant's guardian or legal representative. No Award and no right under any such Award, may be pledged, alienated, attached, or otherwise encumbered, and any purported pledge, alienation, attachment, or encumbrance thereof shall be void and unenforceable against the Company or any Affiliate.

v. PER-PERSON LIMITATION ON OPTIONS AND SARs. The number of Shares with respect to which Options and Stock Appreciation Rights may be granted under the Plan during any one-year period to an individual Participant shall not exceed 3,000,000 Shares, subject to adjustment as provided in Section 4(b).

vi. PER-PERSON LIMITATION ON CERTAIN AWARDS. Other than Options and Stock Appreciation Rights, the aggregate number of Shares with respect to which Restricted Stock, Restricted Stock Units, Performance Awards and Other Stock-Based Awards may be granted under the Plan during any one-year period to an individual Participant shall not exceed 1,000,000 Shares, subject to adjustment as provided in Section 4(b). The aggregate dollar amount that may be paid under the Plan during any one-year period to an individual Participant pursuant to any Performance Awards denominated in cash shall not exceed $20,000,000. With respect to any Director, the aggregate dollar value of (A) any Awards granted under the Plan (based on the grant date fair value of Awards as determined for financial reporting purposes) and (B) any cash or other compensation that is not equity-based and that is paid by the Company with respect to the Director's service as a Director for any fiscal year may not exceed $1,500,000. The Committee may make exceptions to the foregoing limit for a Director or committee of Directors, as it may determine in its discretion, provided that (C) the aggregate dollar value of any such additional compensation may not exceed $1,000,000 for the fiscal year and (D) the Director receiving such additional compensation does not participate in the decision to award such compensation.

vii. CONDITIONS AND RESTRICTIONS UPON SECURITIES SUBJECT TO AWARDS. The Committee may provide that the Shares issued upon exercise of an Option or Stock Appreciation Right or otherwise subject to or issued under an Award shall be subject to such further agreements, restrictions, conditions or limitations as the Committee in its discretion may specify prior to the exercise of such Option or Stock Appreciation Right or the grant, vesting or settlement of such Award, including without limitation, conditions on vesting or transferability and forfeiture or repurchase provisions or provisions on payment of taxes arising in connection with an Award. Without limiting the foregoing, such restrictions may address the timing and manner of any resales by the Participant or other subsequent transfers by the Participant of any Shares issued under an Award, including without limitation: (A) restrictions under an insider trading policy or pursuant to applicable law, (B) restrictions designed to delay and/or coordinate the timing and manner of sales by Participant and holders of other Company equity compensation arrangements, (C) restrictions as to the use of a specified brokerage firm for such resales or other transfers and (D) provisions requiring Shares to be sold on the open market or to the Company in order to satisfy tax withholding or other obligations.

viii. SHARE CERTIFICATES. All Shares or other securities delivered under the Plan pursuant to any Award or the exercise thereof shall be subject to such stop transfer orders and other restrictions as the Committee may deem advisable under the Plan or the rules, regulations, and other requirements of the Securities and Exchange Commission, any stock exchange upon which such Shares or other securities are then listed, and any applicable Federal, state, or local securities laws, and the Committee may cause a legend or legends to be put on any such certificates to make appropriate reference to such restrictions.

ix. NO REPRICING. Except in connection with a corporate transaction or adjustment described in Section 4(b) of the Plan, the terms of outstanding Options, Stock Appreciation Rights or other Stock-Based Awards encompassing rights to purchase Shares that have an exercise or purchase price in excess of the Fair Market Value of a Share may not be amended to reduce the exercise or purchase price of such Awards, and any such outstanding Options, Stock Appreciation Rights or other Stock-Based Awards encompassing rights to purchase Shares may not be exchanged for cash or property, other Awards, or

Options, Stock Appreciation Rights or other Stock-Based Awards encompassing rights to purchase Shares with an exercise or purchase price that is less than the exercise or purchase price of the original Awards, in each case unless approved by stockholders.

x. RECOUPMENT. The Plan will be administered in compliance with Section 10D of the Securities Exchange Act of 1934, as amended, any applicable rules or regulations promulgated by the Securities and Exchange Commission or any national securities exchange or national securities association on which the Shares may be traded, and any Company policy adopted with respect to compensation recoupment. This Section 6(h)(x) will not be the Company's exclusive remedy with respect to such matters.

xi. MINIMUM VESTING REQUIREMENT. Except for Awards granted in substitution for outstanding awards previously granted by the Company or an acquired company, no Award may vest, settle, or become exercisable prior to the first anniversary of the date of grant; provided, however, that an Award Agreement may specify that an Award will vest, settle, or become exercisable before the completion of such one-year period upon the Participant's termination of employment in specified circumstances or upon a Change in Control.

SECTION 7. AMENDMENT AND TERMINATION

Except to the extent prohibited by applicable law and unless otherwise expressly provided in an Award Agreement or in the Plan:

(a) AMENDMENTS TO THE PLAN. The Board may amend, alter, suspend, discontinue, or terminate the Plan, in whole or in part; provided, however, that without the prior approval of the Company's stockholders, no material amendment shall be made if stockholder approval is required by law, regulation, or stock exchange, and; PROVIDED, FURTHER, that, notwithstanding any other provision of the Plan or any Award Agreement, no such amendment, alteration, suspension, discontinuation, or termination shall be made without the approval of the stockholders of the Company that would:

i. increase the total number of Shares available for Awards under the Plan, except as provided in Section 4 hereof; or

ii. amend Section 6(h)(ix) or, except as provided in Section 4(b), permit Options, Stock Appreciation Rights, or other Stock-Based Awards encompassing rights to purchase Shares to be repriced, replaced, or exchanged as described in Section 6(h)(ix).

(b) AMENDMENTS TO AWARDS. Subject to Section 6(h)(ix), the Committee may waive any conditions or rights under, amend any terms of, or amend, alter, suspend, discontinue, or terminate, any Awards theretofore granted, prospectively or retroactively. No such amendment or alteration shall be made which would impair the rights of any Participant, without such Participant's consent, under any Award theretofore granted, provided that no such consent shall be required with respect to any amendment or alteration if the Committee determines in its sole discretion that such amendment or alteration either (i) is required or advisable in order for the Company, the Plan or the Award to satisfy or conform to any law or regulation or to meet the requirements of any accounting standard, or (ii) is not reasonably likely to significantly diminish the benefits provided under such Award.

SECTION 8. GENERAL PROVISIONS

(a) NO RIGHTS TO AWARDS. No Employee, Participant or other Person shall have any claim to be granted any Award under the Plan, or, having been selected to receive an Award under this Plan, to be selected to receive a future Award, and further there is no obligation for uniformity of treatment of Employees, Participants, or holders or beneficiaries of Awards under the Plan. The terms and conditions of Awards need not be the same with respect to each recipient.

(b) WITHHOLDING. The Company or any Subsidiary shall be authorized to withhold from any Award granted or any payment due or transfer made under any Award or under the Plan the amount (in cash, Shares, other securities, or other Awards) of taxes required or permitted to be withheld (up to the maximum statutory tax rate in the relevant jurisdiction) in respect of an Award, its exercise, or any payment or transfer under such Award or under the Plan and to take such other action as may be necessary or appropriate in the opinion of the Company or Subsidiary to satisfy withholding taxes.

(c) NO LIMIT ON OTHER COMPENSATION ARRANGEMENTS. Nothing contained in the Plan shall prevent the Company or any Subsidiary from adopting or continuing in effect other or additional compensation arrangements, and such arrangements may be either generally applicable or applicable only in specific cases.

(d) NO RIGHT TO EMPLOYMENT. The grant of an Award shall not constitute an employment contract nor be construed as giving a Participant the right to be retained in the employ of the Company or any Affiliate. Further, the Company or an Affiliate may at any time dismiss a Participant from employment, free from any liability, or any claim under the Plan, unless otherwise expressly provided in the Plan or in any Award Agreement.

(e) GOVERNING LAW. The validity, construction, and effect of the Plan and any rules and regulations relating to the Plan shall be determined in accordance with the laws of the State of Delaware and applicable Federal law without regard to conflict of law.

(f) SEVERABILITY. If any provision of the Plan or any Award is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, or as to any Person or Award, or would disqualify the Plan or any Award under any law deemed applicable by the Committee, such provision shall be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person, or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

(g) NO TRUST OR FUND CREATED. Neither the Plan nor any Award shall create or be construed to create a trust or separate fund of any kind or a fiduciary relationship between the Company or any Affiliate and a Participant or any other Person. To the extent that any Person acquires a right to receive payments from the Company or any Affiliate pursuant to an Award, such right shall be no greater than the right of any unsecured general creditor of the Company or any Affiliate.

(h) NO FRACTIONAL SHARES. No fractional Shares shall be issued or delivered pursuant to the Plan or any Award, and the Committee shall determine whether cash, or other securities shall be paid or transferred in lieu of any fractional Shares, or whether such fractional Shares or any rights thereto shall be canceled, terminated, or otherwise eliminated.

(i) HEADINGS. Headings are given to the Sections and subsections of the Plan solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of the Plan or any provision thereof.

(j) INDEMNIFICATION. Subject to requirements of Delaware State law, each individual who is or shall have been a member of the Board, or a Committee appointed by the Board, or an officer or manager of the Company to whom authority was delegated in accordance with Section 3, shall be indemnified and held harmless by the Company against and from any loss, cost, liability, or expense that may be imposed upon or reasonably incurred by him or her in connection with or resulting from any claim, action, suit, or proceeding to which he or she may be a party or in which he or she may be involved by reason of any action taken or failure to act under this Plan and against and from any and all amounts paid by him or her in settlement thereof, with the Company's approval, or paid by him or her in satisfaction of any judgment in any such action, suit, or proceeding against him or her, provided he or she shall give the Company an opportunity, at its own expense, to handle and defend the same before he or she undertakes to handle and defend it on his/her own behalf, unless such loss, cost, liability, or expense is a result of his/her own willful misconduct or except as expressly provided by statute. The foregoing right of indemnification shall not be exclusive of any other rights of indemnification to which such individuals may be entitled under the Company's Certificate of Incorporation or Bylaws, as a matter of law, or otherwise, or any power that the Company may have to indemnify them or hold them harmless.

(k) COMPLIANCE WITH SECTION 409A OF THE CODE. Except to the extent specifically provided otherwise by the Committee, Awards under the Plan are intended to be exempt from or satisfy the requirements of Section 409A of the Code (and the Treasury Department guidance and regulations issued thereunder) so as to avoid the imposition of any additional taxes or penalties under Section 409A of the Code. If the Committee determines that an Award, Award Agreement, payment, distribution, deferral election, transaction or any other action or arrangement contemplated by the provisions of the Plan would, if undertaken, cause a Participant to become subject to any additional taxes or other penalties under Section 409A of the Code, then unless the Committee specifically provides otherwise, such Award, Award Agreement, payment, distribution, deferral election, transaction or other action or arrangement shall not be given effect to the extent it causes such result and the related provisions of the Plan and/or Award Agreement will be deemed modified, or, if necessary, suspended in order to comply with the requirements of Section 409A of the Code to the extent determined appropriate by the Committee, in each case without the consent of or notice to the Participant.

(l) NO REPRESENTATIONS OR COVENANTS WITH RESPECT TO TAX QUALIFICATION. Although the Company may endeavor to (i) qualify an Award for favorable U.S. or foreign tax treatment (e.g., incentive stock options under Section 422 of the Code or French qualified stock options) or (ii) avoid adverse tax treatment (e.g., under Section 409A of the Code), the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment. The Company shall be unconstrained in its corporate activities without regard to the potential negative tax impact on holders of Awards under the Plan.

(m) AWARDS TO NON-U.S. EMPLOYEES. The Committee shall have the power and authority to determine which Subsidiaries shall be covered by this Plan and which employees outside the U.S. shall be eligible to participate in the Plan. The Committee may adopt, amend or rescind rules, procedures or sub-plans relating to the operation and administration of the Plan to accommodate the specific requirements of local laws, procedures, and practices. Without limiting the generality of the foregoing, the Committee is specifically authorized to adopt rules, procedures and sub-plans with provisions that limit or modify rights on death, disability or retirement or on termination of employment; available methods of exercise or settlement of an award; payment of income, social insurance contributions and payroll taxes; the withholding procedures and handling of any stock certificates or other indicia of ownership which vary with local requirements. The Committee may also adopt rules, procedures or sub-plans applicable to particular Subsidiaries or locations.

(n) COMPLIANCE WITH LAWS. The granting of Awards and the issuance of Shares under the Plan shall be subject to all applicable laws, rules, and regulations, and to such approvals by any governmental agencies or stock exchanges on which the Company's securities are listed as may be required. The Company shall have no obligation to issue or deliver evidence of title for Shares issued under the Plan prior to:

i. obtaining any approvals from governmental agencies that the Company determines are necessary or advisable; and

ii. completion of any registration or other qualification of the Shares under any applicable national or foreign law or ruling of any governmental body that the Company determines to be necessary or advisable or at a time when any such registration or qualification is not current, has been suspended or otherwise has ceased to be effective.

The inability or impracticability of the Company to obtain or maintain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance and sale of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

SECTION 9. EFFECTIVE DATE OF THE PLAN

The Plan shall be effective as of the date of its approval by the stockholders of Baker Hughes Incorporated. No Awards may be granted hereunder until the consummation of the transactions contemplated by the Transaction Agreement and Plan of Merger, dated as of October 30, 2016, between General Electric Company and Baker Hughes Incorporated.

SECTION 10. TERM OF THE PLAN

No Award shall be granted under the Plan after the date of the Annual Meeting of the Company in 2027. However, unless otherwise expressly provided in the plan or in an applicable Award Agreement, any Award theretofore granted may extend beyond such date, and the authority of the Committee to amend, alter, adjust, suspend, discontinue, or terminate any such Award, or to waive any conditions or rights under any such Award, and the authority of the Board to amend the Plan, shall extend beyond such date.

Exhibit 10.17

Baker Hughes, a GE company Stock Option Award Agreement For [•] ("Participant")

Grant Date	Options Granted	Option Exercise Price	Expiration Date	Option Vesting Schedule	
				# Options	Exercisable Date

1. Capitalized Terms. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "Plan").

2. Grant of Options. The Committee of Baker Hughes, a GE company (the "Company") has granted Options to the individual named in this Award Agreement (the "Participant"). Each Option entitles the Participant to purchase from the Company one share of Class A common stock of the Company, par value $0.0001 per share ("Share") at the Exercise Price in accordance with the terms of this Award, the Plan, country specific addendums and any rules and procedures adopted by the Committee.

3. Exercisability and Expiration Date. Options shall become exercisable only at and after the Exercisable Dates, and shall expire on the Expiration Date, except as follows:

a. Employment Termination Due to Death. If the Participant's employment with the Company or any of its Affiliates terminates as a result of the Participant's death, then any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire on the Expiration Date.

b. Employment Termination Due to Transfer of Business to Successor Employer. If the Participant's employment with the Company or any of its Affiliates terminates as a result of employment by a successor employer to which the Company has transferred a business operation, then any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire 5 years after termination of employment or on the Expiration Date, whichever date occurs first.

c. Employment Termination Less Than One Year After Grant Date. If the Participant's employment with the Company or any of its Affiliates terminates for any reason other than death or due to transfer to a successor employer before the first anniversary of the Grant Date, then all unexercised Options, whether or not exercisable on the date of termination, shall immediately expire upon such termination.

d. Employment Termination More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date, the Participant's employment with the Company or any of its Affiliates terminates as a result of any of the reasons set forth below, or the Participant becomes eligible to retire, or meets the age and service requirements, each as specified in d(i) below, then the Exercisable Dates and Expiration Date shall be automatically adjusted as provided below (subject to any rules adopted by the Committee):

(i) Termination/Eligibility for Retirement, or Termination for Total Disability. If (A) the Participant attains at least age 60 while still employed by the Company or an Affiliate and completes 5 or more years of continuous service with the Company and any of its Affiliates, or (B) the Participant's employment with the Company or any of its Affiliates terminates as a result of a total disability, i.e., the inability to perform any job for which the Participant is reasonably suited by means of education, training or experience, then any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire on the Expiration Date.

(ii) Voluntary Termination or Termination for Cause. If the Participant's employment with the Company or any of its Affiliates terminates as a result of voluntary termination or termination for Cause, then all unexercised Options, whether or not exercisable on the date of termination, shall immediately expire.

(iii) Termination for Job Elimination or Plant Closing. If the Participant's employment with the Company or any of its Affiliates terminates as a result of a layoff, plant closing, redundancy, reduction in force, or job elimination (without regard to any period of protected service), then the Pro-Rata Portion (as defined below) of the Options shall become immediately exercisable and remain exercisable for 12 months following the date of termination and any unexercisable Options shall immediately expire. For purposes of this Award, the "Pro-Rata Portion" shall mean the total number of Options covered by this Award multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the last Exercisable Date, less the number of Options that became exercisable prior to the date of termination.

(iv) Termination Due to Other Reasons. If the Participant's employment with the Company or any of its Affiliates terminates for any other reason, and the Participant and the Company have not entered into a written separation agreement explicitly providing otherwise in accordance with rules and procedures adopted by the Committee, then no unexercisable Options shall become exercisable and any unexercised Options which are exercisable on the date of termination shall immediately expire.

(v) Termination Following a Change in Control. If the Participant's employment with the Company or any of its Affiliates terminates without Cause during the 12-month period following a Change in Control, any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire on the Expiration Date.

e. Transfer to Affiliates. For the avoidance of doubt, transfer of employment among the Company and any of its Affiliates shall not constitute a termination of employment for purposes of this Award.

4. Method of Exercise.

a. Notice and Manner of Exercise. The Participant may exercise some or all of the Options then exercisable by giving the Company notice of the number of Options to be exercised either in writing or by such other means as shall be acceptable to the Company. At or before issuance by the Company of the Shares to the Participant pursuant to the Option exercise, the Participant shall, to the extent permitted by applicable statutes and regulations, make payment of the Exercise Price in any form of legal consideration that may be acceptable to the Company, including, without limitation, (i) in cash or by certified or bank check at the time the Options are exercised; (ii) by delivery of Shares having a Fair Market Value equal to the aggregate Exercise Price at the time of exercise; (iii) through a "cashless exercise program" established with a broker; (iv) by reduction in the number of Shares otherwise deliverable upon exercise of such Options with a Fair Market Value equal to the aggregate Exercise Price at the time of exercise; or (v) by any combination of the foregoing methods.

b. Withholding Tax. As a condition to exercise of any Option, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to the amount that becomes includable in the gross income of the Participant as a result of the exercise.

c. Delivery. Upon the receipt of all required payments from the Participant, the Company thereupon shall, without additional expense to the Participant (other than any transfer or issue taxes if the Company so elects), deliver to the Participant by mail or otherwise at such place as the Participant may request a certificate or certificates for such Shares, provided however, that the date of issuance or delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares.

5. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any Options without the consent of the Participant; provided, however, that no such amendment, alteration, suspension, discontinuance or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration, suspension, discontinuance or termination if the Board determines in its sole discretion that such amendment, alteration, suspension, discontinuance or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 6. Also, the Options shall be null and void to the extent the grant of Options or exercise thereof is prohibited under the laws of the country of residence of the Participant.

6. Recoupment. Notwithstanding any other provision of this Award to the contrary, the Options, any Shares received on exercise of the Options, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

7. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request.

8. Entire Agreement. This Award, the Plan, country specific addendums, and the rules and procedures adopted by the Committee, contain all of the provisions applicable to the Options and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized Officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Exhibit 10.18

[Form for Senior Executives]

Baker Hughes, a GE company Stock Option Award Agreement For [•] ("Participant")

Grant Date	Options Granted	Option Exercise Price	Expiration Date	Option Vesting Schedule	
				# Options	Exercisable Date

1. Capitalized Terms. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "Plan").

2. Grant of Options. The Committee of Baker Hughes, a GE company (the "Company") has granted Options to the individual named in this Award Agreement (the "Participant"). Each Option entitles the Participant to purchase from the Company one share of Class A common stock of the Company, par value $0.0001 per share ("Share") at the Exercise Price in accordance with the terms of this Award, the Plan, country specific addendums and any rules and procedures adopted by the Committee.

3. Exercisability and Expiration Date. Options shall become exercisable only at and after the Exercisable Dates, and shall expire on the Expiration Date, except as follows:

a. Employment Termination Due to Death. If the Participant's employment with the Company or any of its Affiliates terminates as a result of the Participant's death, then any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire on the Expiration Date.

b. Employment Termination Due to Transfer of Business to Successor Employer. If the Participant's employment with the Company or any of its Affiliates terminates as a result of employment by a successor employer to which the Company has transferred a business operation, then any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire 5 years after termination of employment or on the Expiration Date, whichever date occurs first.

c. Employment Termination Less Than One Year After Grant Date. If the Participant's employment with the Company or any of its Affiliates terminates for any reason other than death or due to transfer to a successor employer before the first anniversary of the Grant Date, then all unexercised Options, whether or not exercisable on the date of termination, shall immediately expire upon such termination.

d. Employment Termination More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date, the Participant's employment with the Company or any of its Affiliates terminates as a result of any of the reasons set forth below, or the Participant becomes eligible to retire, or meets the age and service requirements, each as specified in d(i) below, then the Exercisable Dates and Expiration Date shall be automatically adjusted as provided below (subject to any rules adopted by the Committee):

(i) Termination/Eligibility for Retirement, or Termination for Total Disability. If (A) the Participant attains at least age 60 while still employed by the Company or an Affiliate and completes 5 or more years of continuous service with the Company and any of its Affiliates, or (B) the Participant's employment with the Company or any of its Affiliates terminates as a result of a total disability, i.e., the inability to perform any job for which the Participant is reasonably suited by means of education, training or experience, then any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire on the Expiration Date.

(ii) Voluntary Termination or Termination for Cause. If the Participant's employment with the Company or any of its Affiliates terminates as a result of voluntary termination or termination for Cause, then all unexercised Options, whether or not exercisable on the date of termination, shall immediately expire.

(iii) Termination for Job Elimination or Plant Closing. If the Participant's employment with the Company or any of its Affiliates terminates as a result of a layoff, plant closing, redundancy, reduction in force, or job elimination (without regard to any period of protected service), then the Pro-Rata Portion (as defined below) of the Options shall become immediately exercisable and remain exercisable for 12 months following the date of termination and any unexercisable Options shall immediately expire. For purposes of this Award, the "Pro-Rata Portion" shall mean the total number of Options covered by this Award multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the last Exercisable Date, less the number of Options that became exercisable prior to the date of termination.

(iv) Termination Due to Other Reasons. If the Participant's employment with the Company or any of its Affiliates terminates for any other reason, and the Participant and the Company have not entered into a written separation agreement explicitly providing otherwise in accordance with rules and procedures adopted by the Committee, then no unexercisable Options shall become exercisable and any unexercised Options which are exercisable on the date of termination shall immediately expire.

(v) Termination Following a Change in Control. If the Participant's employment with the Company or any of its Affiliates terminates without Cause or for Good Reason (as defined below) during the 12-month period following a Change in Control, any unexercisable Options shall become immediately exercisable, and any unexercised Options shall expire on the Expiration Date. For purposes of this Award, "Good Reason" shall mean (A) if the Participant is a party to an employment agreement with the Company or an Affiliate and such agreement provides for a definition of Good Reason, the definition contained therein or (B) if no such agreement exists, or if such agreement does not define Good Reason, Good Reason means the occurrence of one or more of the following without the Participant's express written consent, which circumstances are not remedied by the Company within 30 days of its receipt of a written notice from the Participant describing the applicable circumstances (which notice must be provided by the Participant within 90 days of the Participant's knowledge of the applicable circumstances): (I) any material, adverse change in the Participant's duties, responsibilities, authority, title, status or reporting structure; *provided*, *however*, that any reduction in authorities, duties or responsibilities resulting merely from a Change in Control of the Company and its existence as a subsidiary or division of another entity shall not be sufficient to constitute Good Reason; (II) a material reduction in the Participant's base salary; or (III) a geographical relocation of the Participant's principal office location by more than 50 miles.

e. Transfer to Affiliates. For the avoidance of doubt, transfer of employment among the Company and any of its Affiliates shall not constitute a termination of employment for purposes of this Award.

4. Method of Exercise.

a. Notice and Manner of Exercise. The Participant may exercise some or all of the Options then exercisable by giving the Company notice of the number of Options to be exercised either in writing or by such other means as shall be acceptable to the Company. At or before issuance by the Company of the Shares to the Participant pursuant to the Option exercise, the Participant shall, to the extent permitted by applicable statutes and regulations, make payment of the Exercise Price in any form of legal consideration that may be acceptable to the Company, including, without limitation, (i) in cash or by certified or bank check at the time the Options are exercised; (ii) by delivery of Shares having a Fair Market Value equal to the aggregate Exercise Price at the time of exercise; (iii) through a "cashless exercise program" established with a broker; (iv) by reduction in the number of Shares otherwise deliverable upon exercise of such Options with a Fair Market Value equal to the aggregate Exercise Price at the time of exercise; or (v) by any combination of the foregoing methods.

b. Withholding Tax. As a condition to exercise of any Option, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to the amount that becomes includable in the gross income of the Participant as a result of the exercise.

c. Delivery. Upon the receipt of all required payments from the Participant, the Company thereupon shall, without additional expense to the Participant (other than any transfer or issue taxes if the Company so elects), deliver to the Participant by mail or otherwise at such place as the Participant may request a certificate or certificates for such Shares, provided however, that the date of issuance or delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares.

5. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any Options without the consent of the Participant; provided, however, that no such amendment, alteration, suspension, discontinuance or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration, suspension, discontinuance or termination if the Board determines in its sole discretion that such amendment, alteration, suspension, discontinuance or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 6. Also, the Options shall be null and void to the extent the grant of Options or exercise thereof is prohibited under the laws of the country of residence of the Participant.

6. Recoupment. Notwithstanding any other provision of this Award to the contrary, the Options, any Shares received on exercise of the Options, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

7. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request.

8. Entire Agreement. This Award, the Plan, country specific addendums, and the rules and procedures adopted by the Committee, contain all of the provisions applicable to the Options and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized Officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Exhibit 10.19

Baker Hughes, a GE company Restricted Stock Unit Award Agreement For [•]
("Participant")

Grant Date	RSUs Granted	Value on Grant Date	Restriction Lapse Schedule # RSUs	Restriction Lapse Date	Dividend Equivalent Current Annual Value

1. Capitalized Terms. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "Plan").

2. Grant. The Committee of Baker Hughes, a GE company (the "Company") has granted Restricted Stock Units, from time to time with Dividend Equivalents as the Committee may determine ("RSUs"), to the individual named in this Award Agreement (the "Participant"). Each RSU entitles the Participant to receive from the Company (i) one share of Class A common stock of the Company, par value $0.0001 per share ("Share"), for which the restrictions set forth in paragraph 3 lapse in accordance with their terms, and (ii) cash payments based on dividends paid to stockholders as set forth in paragraph 2, each in accordance with the terms of this Award, the Plan, any country specific addendums and any rules and procedures adopted by the Committee.

3. Dividend Equivalents. Until such time as the following restrictions lapse or the RSUs are cancelled, whichever occurs first, the Company may establish an amount to be paid to the Participant equal to the number of RSUs subject to restriction times the per Share quarterly dividend payments made to stockholders of the Company's Shares ("Dividend Equivalent"). The Company shall accumulate Dividend Equivalents and will pay the Participant a cash amount equal to the Dividend Equivalents accumulated and unpaid as of the date that restrictions lapse (without interest) reasonably promptly after such date. Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs. The determination regarding the form and type of dividend equivalents will be made by the Committee at the time of grant.

4. Restrictions. Restrictions on the number of RSUs specified in this Award Agreement will lapse on the designated Restriction Lapse Dates only if the Participant has been continuously employed by the Company or one of its Affiliates to such dates. RSUs shall be immediately cancelled upon termination of employment, except as follows:

a. Employment Termination Due to Death. If the Participant's employment with the Company or any of its Affiliates terminates as a result of the Participant's death, then restrictions on all RSUs shall immediately lapse.

b. Employment Termination Due to Transfer of Business to Successor Employer. If the Participant's employment with the Company or any of its Affiliates terminates as a result of employment by a successor employer to which the Company has transferred a business operation, then restrictions on all RSUs shall immediately lapse.

c. Employment Termination More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date, the Participant's employment with the Company or any of its Affiliates terminates as a result of any of the reasons set forth below, or the Participant becomes eligible to retire or meets the age and service requirements, each as specified in (c)(i) below, then restrictions on RSUs shall automatically lapse or the RSUs shall be cancelled as provided below (subject to any rules adopted by the Committee):

(i) Termination/Eligibility for Retirement or Termination for Total Disability. Restrictions on all RSUs shall immediately lapse if (A) the Participant attains at least age 60 while still employed by the Company or an Affiliate and completes 5 or more years of continuous service with the Company and any of its Affiliates, or (B) the Participant's employment with the Company or any of its Affiliates terminates as a result of a total disability, i.e., the inability to perform any job for which the Participant is reasonably suited by means of education, training or experience.

(ii) Termination for Job Elimination or Plant Closing. If the Participant's employment with the Company or any of its Affiliates terminates as a result of a layoff, plant closing, redundancy, reduction in force, or job elimination (without regard to any period of protected service), then restrictions on the Pro-Rata Portion (as defined below) of the RSUs shall immediately lapse and the remaining RSUs covered by this Award shall be immediately cancelled. For purposes of this Award, the "Pro-Rata Portion" shall mean the total number of RSUs covered by this Award multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the last Restriction Lapse Date, less the number of RSUs for which the restrictions have lapsed prior to the date of termination.

(iii) Termination Due to Other Reasons. If the Participant's employment with the Company or any of its Affiliates terminates for any other reason, and the Participant and the Company have not entered into a written separation agreement explicitly providing otherwise in accordance with rules and procedures adopted by the Committee, then the remaining RSUs shall be immediately cancelled.

(iv) Termination Following a Change in Control. If the Participant's employment with the Company of any of its Affiliates terminates without Cause during the 12-month period following a Change in Control, restrictions on all RSUs shall immediately lapse.

d. Transfer to Affiliates. For the avoidance of doubt, transfer of employment among the Company and any of its Affiliates shall not constitute a termination of employment for purposes of this Award.

5. Delivery and Withholding Tax. Upon the lapse of restrictions set forth in paragraph 3 in accordance with their terms, the Company shall deliver to the Participant by mail or otherwise a certificate for such Shares as soon as practicable, provided however, that the date of issuance or delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares. No later than the date as of which an amount with respect to the RSUs first becomes includable in the gross income of the Participant for applicable income tax purposes, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to such amount.

6. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any RSUs without the consent of the Participant; provided, however, that no such amendment, alteration, suspension, discontinuance or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration, suspension, discontinuance or termination if the Board determines in its sole discretion that such amendment, alteration, suspension, discontinuance or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 7. Also, the RSUs shall be null and void to the extent the grant of RSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

7. Recoupment. Notwithstanding any other provision of this Award to the contrary, the RSUs, any Shares issued in settlement of the RSUs, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

8. Section 409A. Notwithstanding any other provision of this Award, payments provided under this Award may only be made upon an event and in a manner that complies with Section 409A of the Code or an applicable exemption. Any payments under this Award that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. To the extent that any payments under this Award constitute "nonqualified deferred compensation" subject to Section 409A of the Code, any such payments to be made under this Award in connection with a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A of the Code.

9. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request.

10. Entire Agreement. This Award, the Plan, country specific addendums and the rules and procedures adopted by the Committee contain all of the provisions applicable to the RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

[Form for Senior Executives]

Baker Hughes, a GE company Restricted Stock Unit Award Agreement For [•]
("Participant")

Grant Date	RSUs Granted	Value on Grant Date	Restriction Lapse Schedule		Dividend Equivalent
			# RSUs	Restriction Lapse Date	Current Annual Value

1. Capitalized Terms. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "Plan").

2. Grant. The Committee of Baker Hughes, a GE company (the "Company") has granted Restricted Stock Units, from time to time with Dividend Equivalents as the Committee may determine ("RSUs"), to the individual named in this Award Agreement (the "Participant"). Each RSU entitles the Participant to receive from the Company (i) one share of Class A common stock of the Company, par value $0.0001 per share ("Share"), for which the restrictions set forth in paragraph 3 lapse in accordance with their terms, and (ii) cash payments based on dividends paid to stockholders as set forth in paragraph 2, each in accordance with the terms of this Award, the Plan, any country specific addendums and any rules and procedures adopted by the Committee.

3. Dividend Equivalents. Until such time as the following restrictions lapse or the RSUs are cancelled, whichever occurs first, the Company may establish an amount to be paid to the Participant equal to the number of RSUs subject to restriction times the per Share quarterly dividend payments made to stockholders of the Company's Shares ("Dividend Equivalent"). The Company shall accumulate Dividend Equivalents and will pay the Participant a cash amount equal to the Dividend Equivalents accumulated and unpaid as of the date that restrictions lapse (without interest) reasonably promptly after such date. Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs. The determination regarding the form and type of dividend equivalents will be made by the Committee at the time of grant.

4. Restrictions. Restrictions on the number of RSUs specified in this Award Agreement will lapse on the designated Restriction Lapse Dates only if the Participant has been continuously employed by the Company or one of its Affiliates to such dates. RSUs shall be immediately cancelled upon termination of employment, except as follows:

a. Employment Termination Due to Death. If the Participant's employment with the Company or any of its Affiliates terminates as a result of the Participant's death, then restrictions on all RSUs shall immediately lapse.

b. Employment Termination Due to Transfer of Business to Successor Employer. If the Participant's employment with the Company or any of its Affiliates terminates as a result of employment by a successor employer to which the Company has transferred a business operation, then restrictions on all RSUs shall immediately lapse.

c. Employment Termination More Than One Year After Grant Date. If, on or after the first anniversary of the Grant Date, the Participant's employment with the Company or any of its Affiliates terminates as a result of any of the reasons set forth below, or the Participant becomes eligible to retire or meets the age and service requirements, each as specified in (c)(i) below, then restrictions on RSUs shall automatically lapse or the RSUs shall be cancelled as provided below (subject to any rules adopted by the Committee):

(i) Termination/Eligibility for Retirement or Termination for Total Disability. Restrictions on all RSUs shall immediately lapse if (A) the Participant attains at least age 60 while still employed by the Company or an Affiliate and completes 5 or more years of continuous service with the Company and any of its Affiliates, or (B) the Participant's employment with the Company or any of its Affiliates terminates as a result of a total disability, i.e., the inability to perform any job for which the Participant is reasonably suited by means of education, training or experience.

(ii) Termination for Job Elimination or Plant Closing. If the Participant's employment with the Company or any of its Affiliates terminates as a result of a layoff, plant closing, redundancy, reduction in force, or job elimination (without regard to any period of protected service), then restrictions on the Pro-Rata Portion (as defined below) of the RSUs shall immediately lapse and the remaining RSUs covered by this Award shall be immediately cancelled. For purposes of this Award, the "Pro-Rata Portion" shall mean the total number of RSUs covered by this Award multiplied by a fraction, the numerator of which is the total number of complete months which have elapsed between the Grant Date and the date of termination and the denominator of which is the total number of months between the Grant Date and the last Restriction Lapse Date, less the number of RSUs for which the restrictions have lapsed prior to the date of termination.

(iii) Termination Due to Other Reasons. If the Participant's employment with the Company or any of its Affiliates terminates for any other reason, and the Participant and the Company have not entered into a written separation agreement explicitly providing otherwise in accordance with rules and procedures adopted by the Committee, then the remaining RSUs shall be immediately cancelled.

(iv) Termination Following a Change in Control. If the Participant's employment with the Company of any of its Affiliates terminates without Cause or for Good Reason (as defined below) during the 12-month period following a Change in Control, restrictions on all RSUs shall immediately lapse. For purposes of this Award, "Good Reason" shall mean (A) if the Participant is a party to an employment agreement with the Company or an Affiliate and such agreement provides for a definition of Good Reason, the definition contained therein or (B) if no such agreement exists, or if such agreement does not define Good Reason, Good Reason means the occurrence of one or more of the following without the Participant's express written consent, which circumstances are not remedied by the Company within 30 days of its receipt of a written notice from the Participant describing the applicable circumstances (which notice must be provided by the Participant within 90 days of the Participant's knowledge of the applicable circumstances): (I) any material, adverse change in the Participant's duties, responsibilities, authority, title, status or reporting structure; *provided*, *however*, that any reduction in authorities, duties or responsibilities resulting merely from a Change in Control of the Company and its existence as a subsidiary or division of another entity shall not be sufficient to constitute Good Reason; (II) a material reduction in the Participant's base salary; or (III) a geographical relocation of the Participant's principal office location by more than 50 miles.

d. Transfer to Affiliates. For the avoidance of doubt, transfer of employment among the Company and any of its Affiliates shall not constitute a termination of employment for purposes of this Award.

5. Delivery and Withholding Tax. Upon the lapse of restrictions set forth in paragraph 3 in accordance with their terms, the Company shall deliver to the Participant by mail or otherwise a certificate for such Shares as soon as practicable, provided however, that the date of issuance or delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares. No later than the date as of which an amount with respect to the RSUs first becomes includable in the gross income of the Participant for applicable income tax purposes, the Participant shall pay to the Company or make arrangements satisfactory to the Company regarding payment of any federal, state, local or foreign taxes of any kind required or permitted to be withheld with respect to such amount.

6. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any RSUs without the consent of the Participant; provided, however, that no such amendment, alteration, suspension, discontinuance or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration, suspension, discontinuance or termination if the Board determines in its sole discretion that such amendment, alteration, suspension, discontinuance or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 7. Also, the RSUs shall be null and void to the extent the grant of RSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

7. Recoupment. Notwithstanding any other provision of this Award to the contrary, the RSUs, any Shares issued in settlement of the RSUs, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

8. Section 409A. Notwithstanding any other provision of this Award, payments provided under this Award may only be made upon an event and in a manner that complies with Section 409A of the Code or an applicable exemption. Any payments under this Award that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. To the extent that any payments under this Award constitute "nonqualified deferred compensation" subject to Section 409A of the Code, any such payments to be made under this Award in connection with a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A of the Code.

9. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request.

10. Entire Agreement. This Award, the Plan, country specific addendums and the rules and procedures adopted by the Committee contain all of the provisions applicable to the RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

Exhibit 10.21

[Form for Directors]

Baker Hughes, a GE company Restricted Stock Unit Award Agreement For [•]
("Participant")

Grant Date	RSUs Granted	Value on Grant Date	Restriction Lapse Schedule		Dividend Equivalent Current Annual Value
			# RSUs	Restriction Lapse Date	
				[one year anniversary of grant date]	

1. Capitalized Terms. Each capitalized term used but not defined herein shall have the meaning ascribed to such term in the Baker Hughes, a GE company 2017 Long-Term Incentive Plan (the "Plan").

2. Grant. The Board of Directors (the "Board") of Baker Hughes, a GE company (the "Company") has granted Restricted Stock Units, from time to time with Dividend Equivalents as the Board may determine ("RSUs"), to the individual named in this Award Agreement (the "Participant"). Each RSU entitles the Participant to receive from the Company (i) one share of Class A common stock of the Company, par value $0.0001 per share ("Share") for which the restrictions lapse in accordance with paragraph 4 or 5, and (ii) cash payments based on dividends paid to stockholders as set forth in paragraph 3, each in accordance with the terms of this Award, the Plan, any country specific addendums and any rules and procedures adopted by the Board.

3. Dividend Equivalents. Until such time as the earlier of the restrictions on the RSUs lapsing or the RSUs being cancelled in accordance with paragraph 4 or 5, the Company may establish an amount to be paid to the Participant equal to the number of RSUs specified in this Award Agreement times the per Share quarterly dividend payments made to stockholders of the Company's Shares ("Dividend Equivalent"). The Company shall accumulate Dividend Equivalents and will pay the Participant a cash amount equal to the Dividend Equivalents with respect to the number of RSUs for which restrictions lapse in accordance with paragraph 4 or 5 and unpaid as of the date that restrictions lapse (without interest) reasonably promptly after such date. Notwithstanding the foregoing, any accumulated and unpaid Dividend Equivalents attributable to RSUs that are cancelled will not be paid and are immediately forfeited upon cancellation of the RSUs. The determination regarding the form and type of dividend equivalents will be made by the Board at the time of grant.

4. Restrictions. Subject to paragraph 5, restrictions on the number of RSUs specified in this Award Agreement will lapse on the designated Restriction Lapse Date only if the Participant has continuously served on the Board through such date. If the Participant's service on the Board terminates prior to the designated Restriction Lapse Date for any reason other than as set forth in paragraph 5, the RSUs shall be immediately cancelled upon such termination of service.

5. Early Vesting Events. Restrictions on the Prorated Portion of the RSUs (as defined below), in the case of paragraph 5(a), or on all RSUs specified in this Award Agreement, in the case of paragraphs 5(b) through (d), will lapse upon the occurrence of any of the following events (each an "Early Vesting Event") prior to the designated Restriction Lapse Date:

a. Completion of Term. If, before the designated Restriction Lapse Date, the Participant completes the term for which the Participant was elected to the Board and as a result thereof the Participant's service on the Board terminates, restrictions shall immediately lapse on the last day of such term.

b. Employment Termination Due to Death. If the Participant's service on the Board terminates as a result of the Participant's death, then restrictions shall immediately lapse.

c. Termination for Disability. Restrictions shall immediately lapse if the Participant's service on the Board terminates as a result of a disability as determined in the sole discretion of the Board.

d. Change in Control. On a Change in Control, restrictions shall immediately lapse.

For the purposes of this Award Agreement, "Prorated Portion of the RSUs" means the number of RSUs specified in this Award Agreement *multiplied by* a fraction the numerator of which is the number of days from the grant date specified in this Award Agreement through the date of the applicable Early Vesting Event and the denominator of which is the number of days from such grant date through the Restriction Lapse Date.

6. Delivery. Upon the designated Restriction Lapse Date (or if earlier, upon the occurrence of a Change in Control), the Company shall evidence by book-entry registration the issuance to the Participant of the number of Shares equal to the number of RSUs for which restrictions lapsed in accordance with paragraph 4 or 5, or the Company will deliver to the Participant by mail or otherwise a certificate for such number; provided, however, that the date of issuance or delivery may be postponed by the Company for such period as may be required for it with reasonable diligence to comply with any applicable listing requirements of any national securities exchange and requirements under any law or regulation applicable to the issuance or transfer of such Shares.

7. Alteration/Termination. The Company shall have the right at any time in its sole discretion to amend, alter, suspend, discontinue or terminate any RSUs without the consent of the Participant; provided, however, that no such amendment, alteration, suspension, discontinuance or termination shall occur if reasonably likely to significantly diminish the rights of the Participant without the Participant's consent; provided further that no such consent shall be required with respect to any amendment, alteration, suspension, discontinuance or termination if the Board determines in its sole discretion that such amendment, alteration, suspension, discontinuance or termination either (i) is required or advisable to satisfy or conform to any applicable law, regulation or accounting standard or (ii) is in accordance with paragraph 8. Also, the RSUs shall be null and void to the extent the grant of RSUs or the lapse of restrictions thereon is prohibited under the laws of the country of residence of the Participant.

8. Recoupment. Notwithstanding any other provision of this Award to the contrary, the RSUs, any Shares issued in settlement of the RSUs, and any amount received with respect to any sale of any such Shares, shall be subject to potential cancellation, recoupment, rescission, payback or other action in accordance with any recoupment policy that the Company may adopt from time to time.

9. Section 409A. Notwithstanding any other provision of this Award, payments provided under this Award may only be made upon an event and in a manner that complies with Section 409A of the Code or an applicable exemption. Any payments under this Award that may be excluded from Section 409A of the Code either as separation pay due to an involuntary separation from service or as a short-term deferral shall be excluded from Section 409A of the Code to the maximum extent possible. To the extent that any payments under this Award constitute "nonqualified deferred compensation" subject to Section 409A of the Code, any such payments to be made under this Award in connection with a termination of employment shall only be made if such termination of employment constitutes a "separation from service" under Section 409A of the Code.

10. Plan Terms. All terms used in this Award have the same meaning as given such terms in the Plan, a copy of which will be furnished upon request.

11. Entire Agreement. This Award, the Plan, country specific addendums and the rules and procedures adopted by the Board contain all of the provisions applicable to the RSUs and no other statements, documents or practices may modify, waive or alter such provisions unless expressly set forth in writing, signed by an authorized officer of the Company and delivered to the Participant.

This document constitutes part of a prospectus covering securities that have been registered under the Securities Act of 1933, as amended.

BAKER HUGHES, A GE COMPANY
EXECUTIVE OFFICER SHORT TERM INCENTIVE COMPENSATION PLAN

1. Purposes of the Plan

The purpose of the Baker Hughes, a GE company Executive Officer Short Term Incentive Compensation Plan is to motivate and reward eligible Executive Officers by making a portion of their cash compensation dependent on the achievement of certain corporate, business unit and individual performance goals. Certain awards under the Plan may be intended to qualify as performance-based compensation deductible by the Company under the qualified performance-based compensation exception to Section 162(m). The Plan shall become effective on the Effective Date and shall remain in effect until it has been terminated pursuant to Section 9(e).

2. Definitions

(a) Definitions. For purposes of the Plan, the following capitalized words shall have the meanings set forth below:

"***Affiliate***" means any entity that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company or General Electric Company.

"***Award***" means an award granted pursuant to the Plan, the payment of which shall be contingent on the attainment of Performance Targets with respect to a Performance Period, as determined by the Committee pursuant to Section 6(a).

"***Base Salary***" means the Participant's annualized rate of base salary on the last day of the Performance Period before (i) deductions for taxes or benefits and (ii) deferrals of compensation pursuant to any Company or Affiliate-sponsored plans.

"***Board***" means the Board of Directors of the Company, as constituted from time to time.

"***Cause***" means:

(i) If the Participant is a party to an employment agreement with the Company or an Affiliate and such agreement provides for a definition of Cause, the definition contained therein;

(ii) If no such agreement exists, or if such agreement does not define Cause:

(1) the Participant's material failure to perform his or her employment duties for the Company or an Affiliate (other than any such failure resulting from incapacity due to physical or mental illness);

(2) the Participant's willful engagement in dishonesty, illegal conduct or gross misconduct, which is, in each case, materially injurious to the Company or its Affiliates;

(3) the Participant's embezzlement, misappropriation or fraud, whether or not related to the Participant's employment with the Company or its Affiliates;

(4) the Participant's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Participant's ability to perform services for the Company or its Affiliates or results in material harm to the Company or its Affiliates; or

(5) any other act or omission that constitutes Cause, as determined in the reasonable, good faith discretion of the Committee.

"***Change in Control***" means:

(i) any person (as such term is used in Section 13(d) of the Exchange Act) or persons acting together in a manner which would constitute such persons a "group" for purposes of Section 13(d) of the Exchange Act acquires and "beneficially owns" (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, at least 50% of the total voting power represented by the Company's then-outstanding voting securities; *provided*, *however*, that for purposes of this clause (i), the following acquisitions shall not constitute a Change in Control: (1) any acquisition directly from the Company, (2) any acquisition by the Company, General Electric Company or any of their Affiliates, or (3) any acquisition by any employee benefit plan (or related trust) sponsored or maintained by the Company or any of its Affiliates;

(ii) the consummation of a merger or consolidation of the Company with any other entity, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or its parent) at least 50% of the total voting power represented by the voting securities of the Company or such surviving entity or its parent outstanding immediately after such merger or consolidation; or

(iii) there is consummated a sale or disposition by the Company of all or substantially all of the Company's assets, other than a sale or disposition by the Company of all or substantially all of the Company's assets to an entity, at least 50% of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the Company immediately prior to such sale.

Notwithstanding the foregoing, any direct or indirect spin-off, split-off or similar transaction involving Company securities by any stockholder of the Company to its stockholders, including pursuant to a Permitted Spin Transaction (as defined in the Amended & Restated Operating Agreement of Newco LLC), shall not constitute a Change in Control. With respect to an Award that is subject to Section 409A and for which payment or settlement of the Award will accelerate upon a Change in Control, no event set forth herein will constitute a Change in Control for purposes of the Plan unless such event also constitutes a "change in ownership," "change in effective control," or "change in the ownership of a substantial portion of the Company's assets" as defined under Section 409A.

"***Code***" means the U.S. Internal Revenue Code of 1986, as amended from time to time, including any regulations or authoritative guidance promulgated thereunder and successor provisions thereto.

"***Committee***" shall mean a committee of the Board acting in accordance with the provisions of Section 3, designated by the Board to administer the Plan and composed of members that are "outside directors" as defined in Section 162(m) of the Code. For purposes of the Plan, reference to the Committee shall be deemed to refer to any subcommittee, subcommittees, or other persons or groups of persons to whom the Committee delegates authority pursuant to Section 3(d).

"***Company***" means Baker Hughes, a GE company, a Delaware corporation, and any successor thereto.

"***Disability***" means the inability to perform any job for which the Participant is reasonably suited by means of education, training or experience.

The disability of the Participant shall be determined by the Committee in good faith after reasonable medical inquiry, including consultation with a licensed physician as chosen by the Committee, and a fair evaluation of the Participant's ability to perform the Participant's duties. Notwithstanding the previous two sentences, with respect to an Award that is subject to Section 409A where the payment or settlement of the Award will accelerate upon termination of employment as a result of the Participant's Disability, no such termination will constitute a Disability for purposes of the Plan unless such event also constitutes a "disability" as defined under Section 409A.

"***Effective Date***" means the business day immediately prior to the effective date of the first registration statement that is filed by the Company and declared effective pursuant to Section 12 of Exchange Act with respect to any class of the Company's equity securities.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended from time to time, including any regulations or authoritative guidance promulgated thereunder and successor provisions thereto.

"***Executive Officers***" means an individual who is an executive officer pursuant to Rule 3b-7 under the Exchange Act.

"***Good Reason***" means

(i) If the Participant is a party to an employment agreement with the Company or an Affiliate and such agreement provides for a definition of Good Reason, the definition contained therein;

(ii) If no such agreement exists, or if such agreement does not define Good Reason, Good Reason means the occurrence of one or more of the following without the Participant's express written consent, which circumstances are not remedied by the Company within 30 days of its receipt of a written notice from the Participant describing the applicable circumstances (which notice must be provided by the Participant within 90 days of the Participant's knowledge of the applicable circumstances):

(1) any material, adverse change in the Participant's duties, responsibilities, authority, title, status or reporting structure; *provided*, *however*, that any reduction in authorities, duties or responsibilities resulting merely from a Change in Control of the Company and its existence as a subsidiary or division of another entity shall not be sufficient to constitute Good Reason;

(2) a material reduction in the Participant's base salary; or

(3) a geographical relocation of the Participant's principal office location by more than 50 miles.

"***Maximum Award***" means as to any Participant for any Plan Year, $10,000,000. The Maximum Award limit shall be pro-rated for any Award payable with respect to a Performance Period that is shorter than one year.

"***Participant***" means those Executive Officers of the Company or its Subsidiaries (excluding employees participating for the Plan Year in any other short-term incentive plan of the Company or an Affiliate) who are selected by the Committee to receive an Award for the Plan Year.

"***Performance Criteria***" means the performance criteria upon which the Performance Targets for a particular Performance Period are based. In the case of Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m), the Performance Criteria may include, either individually, alternatively or in any combination, applied to either the company as a whole or to a business unit or related company, and measured either annually or cumulatively over a period of years, on an absolute basis or relative to a pre-established target, to a previous year's results or to a designated comparison group, in each case as specified by the Committee for the Award: net earnings; earnings per share; net income (before or after taxes); stock price (including growth measures and total shareholder return); return measures (including return on net capital employed, return on assets, return on equity, or sales return); earnings before or after interest, taxes, depreciation and/or amortization; dividend payments; gross revenues; gross margins; expense targets; cash flow return on investments, which equals net cash flows

divided by owner's equity; internal rate of return or increase in net present value; working capital targets relating to inventory or accounts receivable; planning accuracy (as measured by comparing planned results to actual results); net sales growth; net operating profit; cash flow (including operating cash flow and free cash flow); and operating margin, subject to adjustment by the Committee to remove the effect of charges for restructurings, discontinued operations and all items of gain, loss or expense determined to be unusual in nature or infrequent in occurrence, related to the disposal of a segment or a business, or related to a change in accounting principle or otherwise.

With respect to Awards that are not intended to constitute qualified performance-based compensation under Section 162(m), the Committee may establish Performance Targets based on any Performance Criteria it deems appropriate.

Performance Criteria may relate to the performance of the Company as a whole, a business unit, division, department, individual or any combination of these and may be applied on an absolute basis and/or relative to one or more peer group companies or indices, or any combination thereof, as the Committee shall determine.

"***Performance Targets***" means the goals selected by the Committee, in its discretion, to be applicable to a Participant for any Performance Period. Performance Targets shall be based upon one or more Performance Criteria. Performance Targets may include a threshold level of performance below which no Award will be paid and levels of performance at which specified percentages of the Target Award will be paid and may also include a maximum level of performance above which no additional Award amount will be paid.

"***Performance Period***" means the period established by the Committee over which Performance Targets are measured, which, unless otherwise indicated by the Committee, shall be the Plan Year.

"***Plan***" means the Baker Hughes, a GE company Executive Officer Short Term Incentive Compensation Plan, as amended from time to time.

"***Plan Year***" means the Company's fiscal year.

"***Pro-rated Award***" means an amount equal to the Award otherwise payable to the Participant for a Performance Period in which the Participant was actively employed by the Company or an Affiliate for only a portion thereof, multiplied by a fraction, the numerator of which is the number of days the Participant was actively employed by the Company or an Affiliate during the Performance Period and the denominator of which is the number of days in the Performance Period.

"***Section 162(m)***" means Section 162(m) of the Code.

"***Section 162(m) Determination Date***" means the earlier of: (i) the 90th day of the Performance Period; or (ii) the date on which 25% of the Performance Period has elapsed. The Determination Date shall be a date on which the outcomes of the Performance Targets are substantially uncertain.

"***Section 409A***" means Section 409A of the Code.

"***Subsidiary***" means (i) any entity that, directly or through one or more intermediaries, is controlled by the Company and (ii) any entity in which the Company has a significant equity interest, as determined by the Committee.

"***Target Award***" means the target award payable under the Plan to a Participant for a particular Performance Period, expressed as a percentage of the Participant's Base Salary. In special circumstances, the target award may be expressed as a fixed amount of cash.

(b) Rules of Construction. The masculine pronoun shall be deemed to include the feminine pronoun, and the singular form of a word shall be deemed to include the plural form, unless the context requires otherwise. Unless the text indicates otherwise, references to sections are to sections of the Plan.

3. Administration

(a) Committee. The Plan shall be administered by the Committee, which, in addition to the other express powers conferred on the Committee by the Plan, shall have full power and authority, subject to applicable Law and to the express provisions hereof, to: (i) select Participants; (ii) grant Awards in accordance with the Plan; (iii) determine the terms and conditions of each Award, including, without limitation, Performance Periods, Performance Targets, and the effect or occurrence, if any, of termination of employment or leave of absence with the Company or any of its Affiliates or a Change in Control of the Company; (iv) subject to Sections 5(b), 6(a) and 9(e), amend the terms and conditions of an Award after the granting thereof; (v) make factual determinations in connection with the administration or interpretation of the Plan; (vi) adopt, prescribe, establish, amend, waive and rescind administrative regulations, rules and procedures relating to the Plan; (vii) employ such legal counsel, independent auditors and consultants as it deems desirable for the administration of the Plan and to rely upon any advice, opinion or computation received therefrom; (viii) vary the terms of Awards to take into account tax laws (or changes thereto) and other regulatory requirements or to procure favorable tax treatment for Participants; (ix) correct any defects, supply any omission or reconcile any inconsistency in the Plan; and (x) make all other determinations and take any other action desirable or necessary to interpret, construe or implement properly the provisions of the Plan.

(b) Plan Construction and Interpretation. The Committee shall have full power and authority, subject to the express provisions hereof, to construe and interpret the Plan and any document delivered under the Plan.

(c) Determinations of Committee Final and Binding. All determinations by the Committee in carrying out and administering the Plan and in construing and interpreting the Plan shall be made in the Committee's sole discretion and shall be final, binding and conclusive for all purposes and upon all persons interested herein.

(d) Delegation of Authority. To the extent not prohibited by applicable laws, rules and regulations, the Committee may, from time to time, delegate some or all of its authority under the Plan to a subcommittee or subcommittees thereof or other persons or groups of persons as it deems necessary, appropriate or advisable under such conditions or limitations as it may set at the time of such delegation or thereafter; *provided*, *however*, that the Committee may not delegate its authority, except to a subcommittee thereof, to make Awards to individuals whose compensation for such fiscal year may be subject to the limit on deductible compensation pursuant to Section 162(m). Notwithstanding the foregoing, no person to whom authority has been delegated pursuant to this Section 3(d) shall make any Award to himself or herself or to any other person to whom authority to make Awards has been so delegated.

(e) Liability of Committee and its Delegates. Subject to applicable laws, rules and regulations: (i) no member of the Board or Committee (or its delegates pursuant to Section 3(d)) shall be liable for any good faith action, omission or determination made in connection with the operation, administration or interpretation of the Plan and (ii) the members of the Board or the Committee (and its delegates) shall be entitled to indemnification and reimbursement in accordance with applicable law in the manner provided in the Company's by-laws and any indemnification agreements as they may be amended from time to time. In the performance of its responsibilities with respect to the Plan, the Committee shall be entitled to rely upon information and/or advice furnished by the Company's officers or employees, the Company's accountants, the Company's counsel and any other party the Committee deems necessary, and no member of the Committee shall be liable for any action taken or not taken in reliance upon any such information and/or advice.

(f) Action by the Board. Anything in the Plan to the contrary notwithstanding, subject to applicable laws, rules and regulations, any authority or responsibility that, under the terms of the Plan, may be exercised by the Committee may alternatively be exercised by the Board.

4. Eligibility and Participation

(a) Eligibility. The individuals entitled to participate in the Plan shall be those Executive Officers of the Company or its Subsidiaries (excluding employees participating for the Plan Year in any other short-term incentive plan of the Company) who are selected by the Committee to receive an Award for the Plan Year.

(b) Participation. The Committee, in its discretion, shall select the persons who shall be Participants for the Performance Period. In the case of Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m), such selection shall be made no later than the Section 162(m) Determination Date. Only eligible individuals who are designated by the Committee to participate in the Plan with respect to a particular Performance Period may participate in the Plan for that Performance Period. An individual who is designated as a Participant for a given Performance Period is not guaranteed or assured of being selected for participation in any subsequent Performance Period.

(c) New Hires; Newly Eligible Participants. A newly hired or newly eligible Participant will be eligible to receive a Pro-rated Award. The amount of any Award paid to such Participant shall not exceed that proportionate amount of the Maximum Award set forth in the definition of "Maximum Award".

(d) Leaves of Absence. If a Participant is on a leave of absence for a portion of a Performance Period, the Participant will be eligible to receive a Pro-rated Award reflecting participation for the period during which he or she was actively employed and not any period when he or she was on leave.

5. Terms of Awards

(a) Determination of Target Awards. Prior to, or reasonably promptly following the commencement of each Performance Period, the Committee, in its sole discretion, shall establish the Target Award for each Participant, the payment of which shall be conditioned on the achievement of the Performance Targets for the Performance Period. In the case of Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m), such determination shall be made no later than the Section 162(m) Determination Date.

(b) Determination of Performance Targets and Performance Formula. Prior to, or reasonably promptly following the commencement of, each Performance Period, the Committee, in its sole discretion, shall establish the Performance Targets for the Performance Period and shall prescribe a formula for determining the percentage of the Target Award which may be payable based upon the level of attainment of the Performance Targets for the Performance Period. The Performance Targets shall be based on one or more Performance Criteria, each of which may carry a different weight, and which may differ from Participant to Participant. In the case of Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m), all such actions shall be completed by no later than the Section 162(m) Determination Date, and the Performance Targets shall be determined in accordance with generally accepted accounting principles (subject to adjustments and modifications for specified types of events or circumstances approved by the Committee in advance, *provided* that no such adjustment shall be made if the effect would be to cause such Awards to fail to qualify as qualified performance-based compensation under Section 162(m)).

6. Payment of Awards

(a) Determination of Awards; Certification.

(i) Following the completion of each Performance Period, the Committee shall determine the extent to which the Performance Targets have been achieved or exceeded. If the minimum Performance Targets established by the Committee are not achieved, no payment will be made.

(ii) To the extent that the Performance Targets are achieved, the Committee shall determine, and in the case of Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m) shall certify in writing, the extent to which the Performance Targets applicable to each Participant have been achieved and shall then determine the amount of each Participant's Award.

(iii) In determining the amount of each Award, the Committee may reduce or eliminate the amount of an Award by applying negative discretion if, in its sole discretion, such reduction or elimination is appropriate. In the case of Awards other than Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m), the Committee may also exercise its discretion to increase the amount of an Award to the extent that it believes that circumstances so warrant.

(iv) In no event shall the amount of an Award for any Plan Year exceed the Maximum Award.

(b) Form and Timing of Payment. Except as otherwise provided herein, as soon as practicable following the Committee's certification pursuant to Section 6(a) for the applicable Performance Period, each Participant shall receive a cash lump sum payment of his or her Award, less required withholdings. In no event shall such payment be made later than the March 15 following the date the Committee certifies that the Performance Targets have been achieved.

(c) Deferral of Awards. The Committee, in its sole discretion, may permit a Participant to defer the payment of an Award that would otherwise be paid under the Plan. Any deferral election shall be subject to such rules and procedures as shall be determined by the Committee in its sole discretion.

7. Termination of Employment

(a) Employment Requirement. Except as otherwise provided in Section 7(b) and subject to a Participant's employment agreement with the Company or an Affiliate, if a Participant's employment terminates for any reason prior to the date that Awards are paid, all of the Participant's rights to an Award for the Performance Period shall be forfeited. However, the Committee, in its sole discretion, may pay a Pro-rated Award, subject to the Committee's certification that the Performance Targets for the Performance Period have been met. Such Pro-rated Award will be paid at the same time and in the same manner as Awards are paid to other Participants. Notwithstanding the foregoing, if a Participant's employment is terminated for Cause, the Participant shall in all cases forfeit any Award not already paid.

(b) Termination of Employment Due to Death or Disability. Unless a Participant's employment agreement with the Company or an Affiliate states otherwise, if a Participant's employment is terminated by reason of his or her death or Disability during a Performance Period or following a Performance Period but before the date that Awards are paid, the Participant or his or her beneficiary will be paid his or her Target Award (in the case of termination during a Performance Period) or the Award that would otherwise be payable if the Participant remained employed through the date that Awards are paid (in the case of termination following a Performance Period but before Awards were paid). In the case of a Participant's Disability, the employment termination shall be deemed to have occurred on the date that the Committee determines that the Participant is Disabled. Payment of such Target Award or Award, as applicable, will be made within sixty (60) days following the employment termination (in the case of termination during a Performance Period) or at the same time and in the same manner as Awards are paid to other Participants (in the case of termination following a Performance Period but before Awards were paid).

(c) Termination Without Cause, for Good Reason. Unless a Participant's employment agreement with the Company or an Affiliate states otherwise, if a Participant's employment is terminated without Cause (other than due to death or Disability) or for Good Reason during a Performance Period or following a Performance Period but before the date that Awards are paid, the Participant will be paid a Pro-rated Award (in the case of termination during a Performance Period) or the Award that would otherwise be payable if the Participant remained employed through the date that Awards are paid (in the case of termination following a Performance Period but before Awards were paid). Payment of such Pro-rated Award or Award, as applicable, will be made at the same time and in the same manner as Awards are paid to other Participants.

8. Change in Control

Unless a Participant's employment agreement with the Company or an Affiliate states otherwise, if a Participant's employment is terminated without Cause or for Good Reason during the 12-month period following a Change in Control, the Participant will receive an amount equal to his or her Target Award for the year of termination multiplied by a fraction, the numerator of which equals the number of days that have elapsed since the beginning of the Performance Period through and including the date of termination and the denominator of which equals the number of days in the Performance Period. Amounts paid pursuant to this Section 8 will be paid within sixty (60) days following the employment termination.

9. General Provisions

(a) Compliance with Legal Requirements. The Plan and the granting of Awards shall be subject to all applicable federal and state laws, rules and regulations, and to such approvals by any regulatory or governmental agency as may be required.

(b) Tax Withholding. The Company or an Affiliate, as appropriate, shall have the right to deduct from all payments made to a Participant any applicable taxes required or permitted to be withheld (up to the maximum statutory tax rate in the relevant jurisdiction) with respect to such payments.

(c) Non-Transferability. A Participant's rights and interests under the Plan, including any Award previously made to such Participant or any amounts payable under the Plan may not be assigned, pledged, or transferred, except, in the event of the Participant's death, to a designated beneficiary in accordance with the Plan, or in the absence of such designation, by will or the laws of descent or distribution or pursuant to a domestic relations order.

(d) No Right to Awards or Employment. No person shall have any claim or right to receive Awards under the Plan. Neither the Plan, the grant of Awards under the Plan nor any action taken or omitted to be taken under the Plan shall be deemed to create or confer on any person any right to be retained in the employ of the Company or any of its Affiliates, or to interfere with or to limit in any way the right of the Company or any of its Affiliates to terminate the employment of such person at any time. No Award shall constitute salary, recurrent compensation or contractual compensation for the year of grant, any later year or any other period of time.

Payments received by a Participant under any Award made pursuant to the Plan shall not be included in, nor have any effect on, the determination of employment-related rights or benefits under any other employee benefit plan or similar arrangement provided by the Company and its Affiliates, unless otherwise specifically provided for under the terms of such plan or arrangement or by the Committee.

(e) Amendment or Termination of the Plan. The Board or the Committee may, at any time, amend, suspend or terminate the Plan in whole or in part, provided that no amendment that requires stockholder approval in order for the Plan to continue to comply with Section 162(m) shall be effective unless approved by the requisite vote of the stockholders of the Company. Notwithstanding the foregoing, no amendment shall adversely affect the rights of any Participant to Awards allocated prior to such amendment.

(f) Unfunded Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind or a fiduciary relationship between the Company and any Participant, beneficiary or legal representative or any other person. To the extent that a person acquires a right to receive payments under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

(g) Section 162(m). Unless otherwise determined by the Committee, or expressly provided herein, in the case of Awards intended to meet the requirements for qualified performance-based compensation under Section 162(m) the provisions of this Plan shall be administered and interpreted in accordance with Section 162(m) to ensure the maximum deductibility by the Company of the payment of such Awards.

(h) Section 409A. It is intended that, except for payments which a Participant has elected to defer pursuant to Section 6(c), payments under the Plan qualify as short-term deferrals exempt from the requirements of Section 409A. In the event that any Award does not qualify for treatment as an exempt short-term deferral, it is intended that such amount will be paid in a manner that satisfies the requirements of Section 409A. The Plan shall be interpreted and construed accordingly.

(i) Successors. All obligations of the Company under the Plan with respect to Awards granted hereunder shall be binding upon any successor to the Company, whether the existence of such successor is the result of a direct or indirect purchase, merger, consolidation, or otherwise, of all or substantially all of the business and/or assets of the Company.

(j) Headings. The headings of Sections herein are included solely for convenience of reference and shall not affect the meaning of any of the provisions of the Plan.

(k) Clawback. Notwithstanding anything in the Plan to the contrary, all Awards granted under the Plan and any payments made pursuant to the Plan shall be subject to clawback or recoupment as permitted or mandated by applicable law, rules, regulations or any Company policy as enacted, adopted or modified from time to time.

(l) Severability. If any provision of this Plan is held unenforceable, the remainder of the Plan shall continue in full force and effect without regard to such unenforceable provision and shall be applied as though the unenforceable provision were not contained in the Plan.

(m) Governing Law. The Plan shall be construed, administered and enforced in accordance with the laws of Delaware without regard to conflicts of law.

BAKER HUGHES, A GE COMPANY
SEVERANCE BENEFITS PLAN

(Effective as of July 3, 2017)

PLAN AND SUMMARY PLAN DESCRIPTION

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BAKER HUGHES, A GE COMPANY
SEVERANCE BENEFITS PLAN

(Effective as of July 3, 2017)

PLAN AND SUMMARY PLAN DESCRIPTION

INTRODUCTION

Baker Hughes, a GE company (the "Company") hereby establishes the Baker Hughes, a GE company Severance Benefits Plan (the "Plan"), effective as of July 3, 2017, for the benefit of eligible employees of the Company. The purpose of the Plan is to provide an eligible employee with severance pay and benefits in the event that the eligible employee's employment is involuntarily terminated under circumstances entitling the employee to severance pay and benefits. The Plan is an unfunded welfare benefit plan for purposes of the Employee Retirement Income Security Act of 1974 ("ERISA"), a severance pay plan within the meaning of United States Department of Labor regulations section 2510.3-2(b) and an involuntary separation pay plan under Treas. Reg. 1.409A-1(b)(9)(iii). The Plan supersedes any prior Company severance plan, program or policy, both formal and informal, covering eligible employees. This document serves as the summary plan description and the plan document for the Plan for all purposes under ERISA.

ELIGIBLE EMPLOYEES

The Plan is available to each eligible employee. An "eligible employee" is a common law employee of the Company who:

(a) is based in the United States;

(b) has executed the Company's Executive Agreement or any other applicable employment agreement containing intellectual property assignment, confidentiality, non-competition, and/or non-solicitation provisions;

(c) is designated as an employee in the Officer or Senior Executive Band;

(d) has at least six (6) months of Service (defined below) as of his or her Separation Date;

(e) is involuntarily terminated by the Company; and

(f) is notified in writing that he or she is eligible under the Plan.

For purposes of this Plan, "Service" means the total service the eligible employee has starting from his or her most recent date of hire with the Company, GE Oil & Gas or Baker Hughes Incorporated. The Plan Administrator (defined below), in its sole discretion, shall determine whether an individual is an eligible employee. Notwithstanding anything in this Plan to the contrary, independent contractors, consultants, individuals performing services for the Company who have entered into an independent contractor or consulting agreement

with the Company, leased employees, and all temporary employees of the Company shall not be eligible employees. In particular, individuals not treated as employees by the Company on its payroll records shall not be eligible employees even if a court or administrative agency determines that such individual is an employee and not an independent contractor.

CONDITIONS OF INELIGIBILITY

An individual who otherwise meets the eligibility criteria in the Plan shall not be eligible for severance pay or benefits under the Plan if, as determined in the sole discretion of the Plan Administrator:

(a) the employee ceases to be an eligible employee as defined above;

(b) the employee dies, retires, quits, resigns or otherwise abandons the employee's job on or before the date the Company designates in the employee's Separation Agreement (defined below) as the employee's termination date (the "Separation Date"), unless the Company approves in writing an earlier Separation Date or the Company approves in writing a voluntary resignation on an earlier date;

(c) the Company terminates the employee because of unacceptable performance or a violation of any of the Company's rules or policies, including, but not limited to, any breach of any restrictive covenants, as determined by the Company in its sole discretion;

(d) the employee accepts any other position with the Company in connection with or following the employee's termination from the employee's current position; or

(e) the Company terminates the Plan.

SEVERANCE PAY

An eligible employee who executes and does not later revoke a separation agreement and release of all claims in the form provided by the Company (the "Separation Agreement") (discussed below) and who otherwise meets the terms and conditions of this Plan shall be entitled to receive the following severance pay.

Officers

Except as provided below with respect to certain employees with limited Service, an eligible employee designated by the Company as an Officer shall be entitled to receive twelve (12) Months of Pay. For purposes of the Plan, a "Month of Pay" means the eligible employee's base salary rate in effect on his or her Separation Date divided by twelve (12).

Senior Executive Band

Except as provided below with respect to certain employees with limited Service, an eligible employee designated by the Company as a Senior Officer shall be entitled to receive nine (9) Months of Pay.

Limited Service Employees

Notwithstanding anything in this Plan to the contrary, an eligible employee with at least six (6) months of Service but less than two (2) years of Service shall be entitled to receive one-half (1/2) the severance benefit identified above.

SEVERANCE BENEFITS

An eligible employee who executes and does not later revoke the Separation Agreement and who otherwise meets the terms and conditions of this Plan shall be entitled to receive outplacement services with a company and in an amount and duration designated by the Company.

OTHER COMPANY BENEFITS

All other Company benefits for an eligible employee (including medical, dental, vision, flexible spending, 401(k), pension, life insurance, disability coverage, vacation accrual, etc.) will cease in accordance with the terms of such benefits. All pay and other benefits (except Plan benefits) under any such plan, policy or arrangement of the Company that are payable on account of the employee's termination will be paid according to the terms of those established policies, plans and arrangements.

PAYMENT OF SEVERANCE PAY

Upon an eligible employee's Separation Date, severance pay will begin to be paid following the expiration of the seven-day revocation period for a signed Separation Agreement (discussed below). An eligible employee will receive his or her severance pay in accordance with the Company's regular payroll practice. The Company shall deduct from the severance pay all legally required taxes and any amounts the eligible employee owes the Company.

If the Company reemploys an eligible employee while the eligible employee is receiving severance pay or benefits, the severance pay and benefits shall cease as of his or her reemployment date.

If an eligible employee dies before receiving all of the severance pay, the Company shall pay the remainder to the deceased employee's surviving Spouse, if any, and if none to the employee's surviving dependent children, if any. If the employee has no surviving Spouse or dependent children upon the employee's death, then no further benefit shall be payable.

SEPARATION AGREEMENT AND RELEASE OF ALL CLAIMS

To receive severance pay and benefits under the Plan, an eligible employee must submit to the Plan Administrator a signed Separation Agreement within the consideration period set forth in the Separation Agreement, but not before his or her Separation Date. The Separation Agreement shall be in a form acceptable to the Company, and shall be provided to the eligible employee in connection with the eligible employee's termination of employment under this Plan.

An eligible employee may revoke a signed Separation Agreement within seven days of signing it. Any such revocation must be made in writing and the Plan Administrator must receive the signed revocation within the seven-day period. An eligible employee who timely revokes the Separation Agreement shall not be eligible to receive severance pay or benefits under the Plan.

An eligible employee's consideration for the Separation Agreement will be the severance pay and benefits described in this Plan that the eligible employee is not otherwise entitled to receive. An eligible employee will have a period of time set forth in the Separation Agreement to consider signing the Separation Agreement, and is advised to contact his or her personal attorney at his or her own expense to review it if the eligible employee so desires.

The Company, in its sole discretion, may provide additional information to an eligible employee that will set forth by job title and age all positions affected by a group termination under this Plan, and those positions by job title and age that are not affected and who are ineligible under the Plan.

PLAN ADMINISTRATION

The Company is the "Plan Administrator" and the "named fiduciary" within the meaning of such terms under ERISA. The Plan Administrator has the discretionary authority to determine eligibility for Plan benefits and to construe the terms of the Plan, including making factual determinations. Benefits under the Plan shall be payable only if the Plan Administrator determines, in its sole discretion, that an eligible employee is entitled to them. The decisions of the Plan Administrator are final and conclusive with respect to all questions concerning the Plan's administration. The Plan Administrator has the authority to seek expert advice as the Plan Administrator deems necessary. The Plan Administrator may rely upon the information and advice such persons and experts furnish, unless the Plan Administrator actually knows such information and advice is inaccurate or unlawful. Notwithstanding anything in this Plan to the contrary, the Company reserves the right to and may enhance a participant's severance pay, in writing, in its sole discretion and without an amendment to the Plan, and may provide for other forms of severance pay or severance benefits.

CLAIMS PROCEDURE FOR PLAN BENEFITS

Generally, eligible employees do not need to make a claim for benefits under the Plan to receive Plan benefits (other than completing the Separation Agreement to obtain severance pay and benefits). However, if an employee believes that he or she is entitled to benefits, or to greater benefits than are paid under the Plan, the employee may file a claim for benefits with the Plan Administrator.

If the claim is denied, the Plan Administrator will furnish a written notice to the claimant containing the following information:

(a) the specific reasons for the denial;

(b) specific references to the Plan provisions on which any denial is based;

(c) a description of any additional material or information that the claimant must provide to support the claim; and

(d) an explanation of the Plan's appeal procedures.

A claimant may appeal the denial of his or her claim and have the Plan Administrator reconsider the decision. The claimant or the claimant's authorized representative has the right to:

(a) request an appeal by written request to the Plan Administrator no later than 60 days after receipt of notice from the Plan Administrator denying the employee's claim;

(b) review pertinent Plan documents; and

(c) submit issues and comments regarding the claim in writing to the Plan Administrator.

The claimant will be advised of the Plan Administrator's decision on the appeal in writing. The notice will set forth the specific reasons for the decision and make specific reference to Plan provisions upon which the decision is based.

No claimant or any other person may challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claim and appeal procedures described above have been complied with and exhausted. In no event may a claimant challenge the Plan Administrator's decision upon appeal in any court or governmental proceeding after 120 days from the date of the Plan Administrator's decision of the appeal.

AMENDMENT / TERMINATION / VESTING

An eligible employee has no vested right to severance pay or benefits under the Plan. The Company reserves the right in its sole discretion to amend or terminate the Plan at any time. The Plan may be amended in any respect at any time, retroactively or otherwise, by an authorized officer in writing.

NO ASSIGNMENT

Severance pay and benefits payable under the Plan shall not be subject to anticipation, alienation, pledge, sale, transfer, assignment, garnishment, attachment, execution or encumbrance of any kind and any attempt to do so shall be void, except as required by law.

RETURN OF SEVERANCE PAYMENTS

An eligible employee shall be required to return to the Company all severance pay and benefits (or portion thereof) that the Company paid by mistake of fact, mistake of law, or contrary to the terms of the Plan. The Company shall have all remedies available at law for the recovery of such amounts. In the event the Company reemploys an eligible employee while the eligible employee is receiving severance pay and benefits under the Plan, severance pay and benefits shall cease as of his or her reemployment date.

In addition, in the event an eligible employee breaches any restrictive covenant entered into between the eligible employee and the Company, (i) the payment of severance pay and benefits to such eligible employee shall cease, (ii) the Company shall have no further obligation at any time to pay severance pay or benefits under the Plan, and (iii) the eligible employee shall be required to return to the Company any severance pay and benefits the Company paid the eligible employee less one hundred dollars ($100). The Company shall have all remedies available at law for the recovery of such amounts and nothing in this Plan shall be deemed to be the Company's election of remedies or as a liquidated damage provision. Further, the Company retains any and all rights to seek and receive any form of injunctive relief for any breach by the eligible employee of any applicable restrictive covenant as set forth in such other agreements between the Company and eligible employee.

NO REPRESENTATIONS CONTRARY TO THE PLAN

No employee, officer, or director of the Company has the authority to alter, vary or modify the terms of the Plan, other than the Company by means of an authorized written amendment. No verbal or written representations contrary to the terms of the Plan and its written amendments shall be binding upon any person or entity.

NO EMPLOYMENT RIGHTS

The Plan shall not confer employment rights upon any person. No person shall be entitled, by virtue of the Plan, to remain employed by the Company and nothing in the Plan shall restrict the right of the Company to terminate an eligible employee's or any other person's employment at any time.

PLAN FUNDING

No eligible employee shall acquire by reason of the Plan any right in or title to any Company assets, funds, or property. All severance pay and benefits are unfunded obligations of the Company and the Company shall pay them from its general assets. No employee, officer, director or agent of the Company guarantees in any manner the payment of Plan severance pay or benefits.

APPLICABLE LAW

The laws of the State of Texas govern the Plan, except where ERISA preempts such laws.

SEVERABILITY

If the Plan Administrator or a court of competent jurisdiction finds, holds or deems any provision of the Plan to be void, unlawful or unenforceable under any applicable statute or other controlling law, the provision shall be severed from the Plan and the remainder of the Plan shall continue in full force and effect.

PLAN YEAR

The plan year is the calendar year.

MAXIMUM PAYMENTS

Except as otherwise provided by the Company in its sole discretion, the severance pay and benefits available under the Plan are the maximum pay and benefits payable by the Company in the event of involuntary termination of employment. To the extent that any law or other agreement by and between the eligible employee and the Company requires the Company to give advance notice or make a payment to an eligible employee because of involuntary termination of employment, layoff, plant closing, sale of business or other similar event, the amount of such required payment shall coordinate with and reduce the severance pay and benefits otherwise payable under the Plan. This includes any federal, state or local law, including the Worker Adjustment and Retraining Notification Act, or the Stay and Win Award documentation.

RETURN OF COMPANY PROPERTY

An eligible employee must return all Company property (i.e., keys, credit cards, calling cards, procurement cards, conference call cards, identification cards, documents and records, laptop computers and related accessories, business equipment, home office equipment, etc.) no later than the date the eligible employee executes the Separation Agreement to be eligible to receive severance pay and benefits. The Company shall have no obligation to pay severance pay or benefits to any eligible employee until the Plan Administrator is satisfied that the eligible employee has returned to the Company all Company property the eligible employee possesses or controls.

ERISA RIGHTS

Each eligible employee under the Plan is entitled to certain rights and protections under ERISA. ERISA provides that an eligible employee under the Plan shall be entitled to:

(a) Examine without charge at the Plan Administrator's office (and at other specified locations) all Plan documents and copies of all documents filed by the Plan Administrator with the U.S. Department of Labor, such as detailed annual reports and Plan descriptions.

(b) Obtain copies of all Plan documents and other Plan information upon written requests to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies.

(c) Receive a copy of the Plan's financial report, if any. The Plan Administrator may be required by law to furnish each eligible employee with a copy of the summary annual report.

In addition to creating rights for an eligible employee, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "Fiduciaries" of the Plan, have a duty to do so prudently and in the interest of the

eligible employee. No one, including the Company or any other person, may fire an eligible employee or otherwise discriminate against an eligible employee in any way to prevent him from obtaining a benefit or exercising his or her rights under ERISA. If an eligible employee's claim for a Plan benefit is denied, he or she must receive a written explanation of the reasons for the denial. An eligible employee has the right to have the Plan Administrator review and reconsider his or her claim.

Under ERISA, there are steps the eligible employee can take to enforce the above rights. For instance, if the eligible employee requests materials from the Plan Administrator and does not receive them within 30 days, he or she may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and to pay the eligible employee up to $110.00 per day until he or she receives the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control. If an eligible employee has a claim for benefits which is denied or ignored, he or she may file suit in a state or federal court.

If the Plan Fiduciaries misuse the Plan's money, or if an eligible employee is discriminated against for asserting his or her rights, he or she may seek assistance from the U.S. Department of Labor or may file suit in federal court. The court will decide who should pay court costs and legal fees. If the eligible employee is successful, the court may order the person he or she has sued to pay these costs and fees. If the eligible employee loses, the court may order him to pay these costs and fees, for instance, if the court finds his or her claim to be frivolous.

If the eligible employee has any questions about the Plan, he or she should contact the Plan Administrator. If the eligible employee has questions about this statement or about his or her rights under ERISA, or if he or she needs assistance in obtaining documents from the Plan Administrator, he or she should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington D.C. 20210. An eligible employee may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

GENERAL INFORMATION

General information is included in the Appendix attached hereto.