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

SCHEDULE 13D

Under the Securities Exchange Act of 1934
(Amendment No. 9)*

Baker Hughes Company

(Name of Issuer)

Class A common stock, par value $0.0001 per share

(Title of Class of Securities)

05722G 100

(CUSIP Number)

Christoph A. Pereira
Vice President, Chief Risk Officer and Chief Corporate Counsel
General Electric Company
5 Necco Street
Boston, Massachusetts 02210
617-443-2952

***With a Copy to*:**

John A. Marzulli, Jr.
Rory O'Halloran
Waajid Siddiqui
Shearman & Sterling LLP
599 Lexington Avenue
New York, NY 10022-6069
212-848-4000

(Name, Address and Telephone Number of Person Authorized to Receive Notices and Communications)

July 28, 2020

(Date of Event Which Requires Filing of this Statement)

If the filing person has previously filed a statement on Schedule 13G to report the acquisition that is the subject of this Schedule 13D, and is filing this schedule because of §§ 240.13d-1(e), 240.13d-1(f) or 240.13d-1(g) check the following box ☐.

Note: Schedules filed in paper format shall include a signed original and five copies of the schedule, including all exhibits. See § 240.13d-7(b) for other parties to whom copies are to be sent.

* The remainder of this cover page shall be filled out for a reporting person's initial filing on this form with respect to the subject class of securities, and for any subsequent amendment containing information which would alter disclosures provided in a prior cover page.

The information required on the remainder of this cover page shall not be deemed to be "filed" for the purpose of Section 18 of the Securities Exchange Act of 1934 ("Act") or otherwise subject to the liabilities of that section of the Act but shall be subject to all other provisions of the Act (however, see the Notes).

1	NAME OF REPORTING PERSONS General Electric Company	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION New York	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 377,427,884
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 377,427,884
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 377,427,884	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 36.5%(1)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Based on 656,325,178 shares of Class A common stock, $0.0001 par value per share (“Class A Common Stock”), of Baker Hughes Company, a Delaware corporation (“BKR” or the “Issuer”), outstanding as of July 17, 2020 and 377,427,844 shares of Class B common stock, $0.0001 par value per share (“Class B Common Stock”), of BKR outstanding as of July 17, 2020.

1	NAME OF REPORTING PERSONS GE Oil & Gas US Holdings I, Inc.	
2	CHECK THE APPROPRIATE BOX IF A MEMBER OF A GROUP (See Instructions) (a) ☐ (b) ☐	
3	SEC USE ONLY	
4	SOURCE OF FUNDS (See Instructions) WC	
5	CHECK BOX IF DISCLOSURE OF LEGAL PROCEEDINGS IS REQUIRED PURSUANT TO ITEMS 2(d) or 2(e) ☐	
6	CITIZENSHIP OR PLACE OF ORGANIZATION Delaware	
NUMBER OF SHARES BENEFICIALLY OWNED BY EACH REPORTING PERSON WITH	7	SOLE VOTING POWER 0
	8	SHARED VOTING POWER 377,427,884
	9	SOLE DISPOSITIVE POWER 0
	10	SHARED DISPOSITIVE POWER 377,427,884
11	AGGREGATE AMOUNT BENEFICIALLY OWNED BY EACH REPORTING PERSON 377,427,884	
12	CHECK BOX IF THE AGGREGATE AMOUNT IN ROW (11) EXCLUDES CERTAIN SHARES (See Instructions) ☐	
13	PERCENT OF CLASS REPRESENTED BY AMOUNT IN ROW (11) 36.5%(1)	
14	TYPE OF REPORTING PERSON (See Instructions) CO	

(1) Based on 656,325,178 shares of Class A Common Stock of BKR outstanding as of July 17, 2020 and 377,427,844 shares of Class B Common Stock of BKR outstanding as of July 17, 2020.

This Amendment No. 9 (this "Amendment") amends and supplements the Schedule 13D filed by the Reporting Persons on July 13, 2017 (the "Original Schedule 13D"), Amendment No. 1 to Schedule 13D filed by the Reporting Persons on March 30, 2018 ("Amendment No. 1"), Amendment No. 2 to Schedule 13D filed by the Reporting Persons on June 27, 2018 ("Amendment No. 2"), Amendment No. 3 to Schedule 13D filed by the Reporting Persons on November 13, 2018 ("Amendment No. 3"). Amendment No. 4 to Schedule 13D filed by the Reporting Persons on November 19, 2018 ("Amendment No. 4"), Amendment No. 5 to Schedule 13D filed by the Reporting Persons on June 28, 2019 ("Amendment No. 5"), Amendment No. 6 to Schedule 13D filed by the Reporting Persons on August 2, 2019 ("Amendment No. 6"), Amendment No. 7 to Schedule 13D filed by the Reporting Persons on September 10, 2019 ("Amendment No. 7") and Amendment No. 8 to Schedule 13D filed by the Reporting Persons on September 16, 2019 (together with the Original Schedule 13D, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6 and Amendment No. 7, the "Amended Schedule 13D") with respect to the Class A Common Stock of the Issuer. Capitalized terms used in this Amendment and not otherwise defined in this Amendment have the same meanings ascribed to them in the Amended Schedule 13D. Unless specifically amended hereby, the disclosure set forth in the Amended Schedule 13D remains unchanged.

Item 4. Purpose of the Transaction.

Item 4 of the Amended Schedule 13D is hereby supplemented by adding the following paragraphs:

"On July 29, 2020, General Electric Company announced that it is launching a program to fully monetize its remaining equity position in the Issuer over approximately three years, subject to market conditions and other factors.

As part of that program, on July 28, 2020, GE Oil & Gas US Holdings I, Inc. (the "Stockholder") entered into a master confirmation (the "Master Confirmation") with Citibank, N.A. (the "Dealer") that enables the Stockholder to enter into averaging share forward transactions (any such transaction, a "Forward Transaction") from time to time with respect to shares of Class A Common Stock. The Master Confirmation provides for the Stockholder to sell and deliver up to a specified number of shares of Class A Common Stock to the Dealer following the end of a calculation period at a price determined at the end of the calculation period based on the volume weighted average price of transactions in the Class A Common Stock in the United States, weighted and adjusted as provided in the Master Confirmation. The number of shares to be delivered by the Stockholder under any Forward Transaction will be based on the Dealer's hedging sales over the calculation period. The Dealer's hedging sales will be subject to certain price and volume parameters. The Stockholder will settle any Forward Transaction by delivery of shares promptly following the end of the calculation period unless it elects cash settlement. The Stockholder retains an early termination right. The maximum number of shares that could be delivered under any Forward Transaction will be the number of shares that can be sold under Rule 144 ("Rule 144") under the Securities Act of 1933, as amended. The number of shares and other terms of any Forward Transaction will be set forth in a supplement to the Master Confirmation in the form attached to the Master Confirmation.

In connection with the Master Confirmation, the Stockholder has also entered into a pledge agreement (the "Pledge Agreement") with the Dealer and Citigroup Global Markets Inc. under which the Stockholder will pledge to the Dealer the shares of Class A Common Stock underlying the relevant Forward Transaction (the "Pledge") to secure its obligations under the Master Confirmation. The Stockholder will retain its voting rights in the pledged shares during the term of the Pledge.

In connection with any Forward Transaction, the Stockholder will exchange a number of Paired Interests into shares of Class A Common Stock in a number sufficient to enable it, together with any shares of Class A Common Stock it then holds, to satisfy its maximum delivery obligation under the Forward Transaction.

The foregoing summaries of the terms of the Master Confirmation and Pledge Agreement are not complete descriptions thereof and are qualified in their entirety by the full text of such agreements, filed as Exhibits 99.22 and 99.23 hereto and incorporated herein by reference."

Item 5. Interest in Securities of the Issuer.

Section (a) of Item 5 of the Amended Schedule 13D is hereby amended and restated in its entirety as follows:

"(a) Based on the most recent information available, the aggregate number and percentage of the Class A Common Stock (the securities identified pursuant to Item 1 of this Amendment) that are beneficially owned by each of the Reporting Persons as of the date of the Amendment is set forth in boxes (11) and (13) of the cover pages to this Amendment for each of the Reporting Persons, and such information is incorporated herein by reference. The percentages reported herein are calculated based on the Issuer's information as of July 17, 2020 (as adjusted to give effect to the exchange of Paired Interests for shares of Class A Common Stock and the retirement of shares of Class B Common Stock as described in the Exchange Agreement), resulting in 377,427,844 shares of Class B Common Stock and 656,325,178 shares of Class A Common Stock outstanding and, assuming the exchange of all Paired Interests into Class A Common Stock, a total of 1,033,753,022 shares of Class A Common Stock on a fully exchanged basis."

Item 6. Contracts, Arrangements, Understandings or Relationships With Respect to Securities of the Issuer.

The information set forth in Item 4 in this Amendment is hereby incorporated by reference.

Item 7. Materials to be Filed as Exhibits.

Exhibit No.	**Description**
Exhibit 99.1	Joint Filing Agreement by and among the Reporting Persons (incorporated by reference to Exhibit 99.1 to the Schedule 13D filed by the Reporting Persons on July 13, 2017)
Exhibit 99.2	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 Baker Hughes, a GE company's Registration Statement on Form S-4 declared effective on May 30, 2017)
Exhibit 99.3	Exhibit 99.3 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 Baker Hughes, a GE company's Registration Statement on Form S-4 declared effective on May 30, 2017)
Exhibit 99.4	Amended and Restated Stockholders Agreement, dated as of November 13, 2018, between General Electric Company and the Issuer (incorporated by reference to Exhibit 10.4 to Baker Hughes, a GE company's Form 8-K filed on November 13, 2018 (SEC Accession No. 0000950103-18-013305))
Exhibit 99.5	Amended and Restated Limited Liability Company Agreement, dated as of July 3, 2017, among the Reporting Persons, EHHC NewCo, LLC, CFC Holdings, LLC and Baker Hughes, a GE company, LLC (incorporated by reference to Exhibit 10.4 to Baker Hughes, a GE company's Form 8-K filed on July 3, 2017)
Exhibit 99.6	Exchange Agreement, dated as of July 3, 2017, among the Reporting Persons, the Issuer and Baker Hughes, a GE company, LLC (incorporated by reference to Exhibit 10.3 to Baker Hughes, a GE company's Form 8-K filed on July 3, 2017)
Exhibit 99.7	Registration Rights Agreement, dated as of July 3, 2017, between General Electric Company and the Issuer (incorporated by reference to Exhibit 10.2 to Baker Hughes, a GE company's Form 8-K filed on July 3, 2017)
Exhibit 99.8	Tax Matters Agreement, dated as of July 3, 2017, among General Electric Company, EHHC NewCo, LLC, Baker Hughes, a GE company, LLC and the Issuer (incorporated by reference to Exhibit 10.5 to Baker Hughes, a GE company's Form 8-K filed on July 3, 2017), as clarified by the Tax Matters Agreement Term Sheet, dated as of November 13, 2018, among General Electric Company, EHHC NewCo, LLC, Baker Hughes, a GE company, LLC and the Issuer and attached as an exhibit to the Master Agreement

Exhibit 99.9	Master Agreement, dated November 13, 2018, between General Electric Company, the Issuer and Baker Hughes, a GE company, LLC (incorporated by reference to Exhibit 10.1 to Baker Hughes, a GE company's Form 8-K filed on November 13, 2018 (SEC Accession No. 0000950103-18-013305))
Exhibit 99.10	Equity Repurchase Agreement, dated November 13, 2018, between General Electric Company, the Issuer and Baker Hughes, a GE company, LLC (incorporated by reference to Exhibit 10.1 to Baker Hughes, a GE company's Form 8-K filed on November 13, 2018 (SEC Accession No. 0000950103-18-013306))
Exhibit 99.11	Underwriting Agreement, dated November 14, 2018, between General Electric Company, the Issuer, Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC, as representatives of the several underwriters named in Schedule II thereto (incorporated by reference to Exhibit 1.1 to Baker Hughes, a GE company's Form 8-K filed on November 16, 2018)
Exhibit 99.12	Lock-Up Agreement, dated November 14, 2018, between General Electric Company, the Issuer, Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC, as representatives of the several underwriters named in Schedule II thereto (incorporated by reference to Exhibit 99.12 to the Amendment No. 4 to Schedule 13D filed by the Reporting Persons on November 19, 2018)
Exhibit 99.13	Letter from General Electric Company to the Issuer, dated June 27, 2019 (incorporated by reference to Exhibit 99.13 to the Amendment No. 5 to Schedule 13D filed by the Reporting Persons on June 28, 2019)
Exhibit 99.14	Action by Written Consent of Stockholders of the Issuer, dated June 27, 2019 (incorporated by reference to Exhibit 99.14 to the Amendment No. 5 to Schedule 13D filed by the Reporting Persons on June 28, 2019)
Exhibit 99.15	Omnibus Agreement, dated July 31, 2019, between General Electric Company, the Issuer and Baker Hughes, a GE company, LLC (incorporated by reference to Exhibit 10.1 to Baker Hughes, a GE company's Form 10-Q filed on August 1, 2019)
Exhibit 99.16	Amended and Restated Registration Rights Agreement, dated July 31, 2019, between General Electric Company and the Issuer (incorporated by reference to Exhibit 10.12 to Baker Hughes, a GE company's Form 10-Q filed on August 1, 2019)
Exhibit 99.17	Amendment to the Amended and Restated Stockholders Agreement, dated July 31, 2019, between General Electric Company and the Issuer (incorporated by reference to Exhibit 10.15 to Baker Hughes, a GE company's Form 10-Q filed on August 1, 2019)
Exhibit 99.18	Fifth Equity Repurchase Agreement, dated September 9, 2019, between General Electric Company, the Issuer and Baker Hughes, a GE company, LLC (incorporated by reference to Exhibit 10.1 to Baker Hughes, a GE company's Form 8-K filed on September 10, 2019)
Exhibit 99.19	Action by Written Consent of Stockholders of the Issuer, dated September 11, 2019 (incorporated by reference to Exhibit 99.19 to the Amendment No. 7 to Schedule 13D filed by the Reporting Persons on September 10, 2019)
Exhibit 99.20	Underwriting Agreement, dated September 11, 2019, between General Electric Company, the Issuer, Morgan Stanley & Co. LLC and J.P. Morgan Securities LLC, as representative of the several underwriters named in Schedule II thereto (incorporated by reference to Exhibit 1.1 to Baker Hughes, a GE company's Form 8-K filed on September 16, 2019)

Exhibit 99.21	Lock-Up Letter, dated September 11, 2019, from General Electric Company to J.P. Morgan Securities LLC, as the representative of the several underwriters named in Schedule II to the Underwriting Agreement (incorporated by reference to Exhibit 99.21 to the Amendment No. 7 to Schedule 13D filed by the Reporting Persons on September 10, 2019)
Exhibit 99.22	Master Confirmation between Citibank, N.A. and GE Oil & Gas US Holdings I, Inc., dated July 28, 2020*
Exhibit 99.23	Pledge Agreement between GE Oil & Gas US Holdings I, Inc., Citibank, N.A. and Citigroup Global Markets Inc., dated July 28, 2020*

* Filed herewith

SIGNATURES

After reasonable inquiry and to the best of the undersigned's knowledge and belief, the undersigned certifies that the information set forth in this statement is true, complete and correct.

Dated: July 29, 2020

GENERAL ELECTRIC COMPANY

By: /s/ Christoph A. Pereira
Name: Christoph A. Pereira
Title: Vice President, Chief Risk Officer and Chief Corporate Counsel

GE OIL & GAS US HOLDINGS I, INC.

By: /s/ Victoria Vron
Name: Victoria Vron
Title: Vice President & Secretary

AVERAGING SHARE FORWARD TRANSACTIONS

July 28, 2020

From: Citibank, N.A.
390 Greenwich Street, 3rd Floor
New York, New York 10013

To: GE Oil & Gas US Holdings I, Inc.
5 Necco Street
Boston, Massachusetts 02210

Ladies and Gentlemen:

The purpose of this letter agreement (this "**Master Confirmation**") is to set forth the terms and conditions of one or more transactions (each, a "**Transaction**") entered into hereunder from time to time between Citibank, N.A. ("**Dealer**") and GE Oil & Gas US Holdings I, Inc. ("**Counterparty**"). Each such Transaction entered into between Dealer and Counterparty that is subject to this Master Confirmation shall be evidenced by a supplemental confirmation substantially in the form of Annex A hereto (a "**Supplemental Confirmation**"), with such modifications as to which Dealer and Counterparty mutually agree. This Master Confirmation and each Supplemental Confirmation together shall constitute a "Confirmation" for the purposes of the Agreement specified below. In each Transaction, Dealer acts as counterparty only and not as an advisor or fiduciary to Counterparty.

The definitions and provisions contained in (i) the 2002 ISDA Equity Derivatives Definitions (the "**Equity Definitions**") as published by the International Swaps and Derivatives Association, Inc. ("**ISDA**") and (ii) the 2006 ISDA Definitions (the "**2006 Definitions**") as published by ISDA are incorporated into each Confirmation, including this Master Confirmation.

Each party is hereby advised, and each such party acknowledges, that the other party has engaged in, or refrained from engaging in, substantial financial transactions and has taken other material actions in reliance upon the parties' entry into any Transaction to which this Master Confirmation relates on the terms and conditions set forth below.

This Master Confirmation and each Supplemental Confirmation evidence a complete binding agreement between Dealer and Counterparty as to the subject matter and terms of each Transaction to which this Master Confirmation and such Supplemental Confirmation relate and shall supersede all prior or contemporaneous written or oral communications with respect thereto. This Master Confirmation and each Supplemental Confirmation supplement, form a part of, and are subject to an agreement in the form of the ISDA 2002 Master Agreement (the "**Agreement**") as if Dealer and Counterparty had executed the Agreement on the date of this Master Confirmation (without any Schedule but with the elections set forth in this Master Confirmation). All provisions contained in the Agreement govern this Master Confirmation and each Supplemental Confirmation except as expressly modified herein and in the related Supplemental Confirmation. For the avoidance of doubt, the Transactions under this Master Confirmation shall be the only transactions under the Agreement and shall not be subject to any other (existing or deemed) master agreement to which Dealer and Counterparty are parties.

If, in relation to any Transaction to which this Master Confirmation and a Supplemental Confirmation relate, there is any inconsistency among any of the Agreement, this Master Confirmation, such Supplemental Confirmation, the Pledge Agreement (as defined below), the 2006 Definitions and the Equity Definitions, the following will prevail for purposes of such Transaction in the order of precedence indicated: (i) such Supplemental Confirmation; (ii) this Master Confirmation; (iii) the Pledge Agreement; (iv) the Equity Definitions; (v) the 2006 Definitions; and (vi) the Agreement.

1. Each Transaction consists of the Share Forward Transaction described below for the purpose of the Equity Definitions. Set forth below are the general terms and conditions which, together with the terms and conditions set forth in the Supplemental Confirmation (in respect of the related Transaction), shall govern such Transaction:

General Terms:

Trade Date:	For each Transaction, as set forth in the applicable Supplemental Confirmation.
Seller:	Counterparty.
Buyer:	Dealer.
Shares:	The Class A common stock, par value $0.0001 per share ("**Class A Common Stock**"), of Baker Hughes Company (the "**Issuer**") (Exchange symbol "BKR").
Number of Shares:	For each Transaction, as set forth in the applicable Supplemental Confirmation.
Forward Price:	An amount in USD equal to the Valuation Price *minus* the Forward Price Adjustment Amount.
Forward Price Adjustment Amount:	For each Transaction, as set forth in the applicable Supplemental Confirmation.
Prepayment:	Not Applicable.
Variable Obligation:	Not Applicable.
Exchange:	The New York Stock Exchange
Related Exchange(s):	All Exchanges
Calculation Agent:	Dealer; *provided* that, following the occurrence of an Event of Default described in Section 5(a)(vii) of the Agreement with respect to which Dealer is the Defaulting Party, Counterparty shall have the right to designate a nationally recognized third-party dealer in over-the-counter equity derivatives market to act as the substitute Calculation Agent. Upon receipt of written request from Counterparty following any calculation, adjustment or determination made by Calculation Agent hereunder, Calculation Agent shall, within five (5) Exchange Business Days from the receipt of such request, provide Counterparty with a written explanation describing, in reasonable detail, such calculation, adjustment or determination (including any market data or information from internal sources used in arriving at such calculation, adjustment or determination, but without disclosing Calculation Agent's models or information that is proprietary or that Dealer is subject to contractual, legal or regulatory obligations not to disclose).

Valuation:

Valuation Price:	(a) On the Calculation Period Start Date, the VWAP Price for such day; and (b) on each calendar day thereafter until the Settlement Date or Cash Settlement Payment Date, as applicable, (i) if such calendar day is an Exchange Business Day, the volume weighted average of (A) (x) the Valuation Price as of the immediately preceding calendar day, weighted based on such immediately preceding calendar day's Cumulative Reference Volume, *multiplied by* (y) the sum of 1 (one) and the Daily Rate for such calendar day and (B) the VWAP Price for such calendar day, weighted based on such calendar day's Reference Volume, or (ii) if such calendar day is not an Exchange Business Day or if the Reference Volume for that day is zero, the Valuation Price as of the immediately preceding calendar day *multiplied by* the sum of 1 (one) and the Daily Rate for such calendar day.

Reference Volume:	For any Exchange Business Day during the Calculation Period, equal to the number of Shares for which Dealer (or its affiliates) has reasonably established its initial Hedge Positions for the applicable Transaction on such Exchange Business Day, subject to "Target Volume" set forth in the applicable Supplemental Confirmation.
Cumulative Reference Volume:	For any day, the cumulative Reference Volume during the Calculation Period at the close of trading on the Exchange on such day.
VWAP Price:	For any Exchange Business Day, the per-Share volume weighted average price based on transactions executed in the United States as displayed under the heading "Bloomberg VWAP" on Bloomberg page "BKR US <equity> AQR" (or any successor thereto) in respect of the period from 9:30 am New York City time to 3.55 pm New York City time on such Exchange Business Day or, in the event such price is not so reported on such Exchange Business Day for any reason or is manifestly erroneous, as determined by the Calculation Agent based on such transactions reported to the consolidated tape; *provided* that the VWAP Price shall be determined excluding any transactions executed during such period at a price less than the Lower Limit Price.
Lower Limit Price:	For each Transaction, as set forth in the applicable Supplemental Confirmation.
Calculation Period:	The period from and including the Calculation Period Start Date to and including the Valuation Date.
Notice of Reference Volume and VWAP Price:	On or prior to 9:00 a.m., New York City time on the Scheduled Trading Day immediately following each Exchange Business Day during the Calculation Period that is not a Disrupted Day, Dealer shall notify Counterparty of the Reference Volume and VWAP Price of such Exchange Business Day.
Calculation Period Start Date:	For each Transaction, as set forth in the applicable Supplemental Confirmation; *provided* that, if such Calculation Period Start Date is excluded from the Calculation Period as a result of "Calculation Period Disruption" below, the Calculation Period Start Date shall be the next Exchange Business Day that is not so excluded.
Valuation Date:	The earlier of (i) the Scheduled Valuation Date and (ii) the first Exchange Business Day on which the Cumulative Reference Volume equals the Number of Shares; *provided* that Counterparty shall have the right to designate any Scheduled Trading Day after the Calculation Period Start Date to be the Valuation Date for the Transaction (the "**Accelerated Valuation Date**") by delivering notice (the "**Acceleration Notice**") to Dealer of any such designation prior to 5:00 p.m. New York City time (which, for purposes of such Acceleration Notice and Section 12 of the Agreement, shall be deemed the close of business) on the Scheduled Trading Day to be designated as the Accelerated Valuation Date (the date such notice is effective, the "**Notice Delivery Date**").

Scheduled Valuation Date:	For each Transaction, as set forth in the applicable Supplemental Confirmation, subject to "Calculation Period Disruption" below.
Calculation Period Disruption:	Notwithstanding anything to the contrary in the Equity Definitions, to the extent that a Disrupted Day occurs during the Calculation Period, the Calculation Agent shall determine whether (i) such Disrupted Day is a Disrupted Day in full, in which case such Disrupted Day shall be excluded from the Calculation Period or (ii) such Disrupted Day is a Disrupted Day only in part, in which case such Disrupted Day shall be included in the Calculation Period and the VWAP Price for such Disrupted Day shall be determined by the Calculation Agent based on such sources as it deems appropriate, taking into account the nature and duration of the relevant Market Disruption Event on such day.
Market Disruption Event:	Section 6.3(a) of the Equity Definitions is hereby amended by deleting the words "during the one hour period that ends at the relevant Valuation Time, Latest Exercise Time, Knock-in Valuation Time or Knock-out Valuation Time, as the case may be" in clause (ii) thereof. Section 6.3(d) of the Equity Definitions is hereby amended by deleting the remainder of the provision following the term "Scheduled Closing Time" in the fourth line thereof.
Daily Rate:	For any day, a rate (which may be positive or negative) equal to (a)(i) the Overnight Bank Rate (or if the Overnight Bank Rate is no longer available, a successor rate reasonably agreed between the parties) for such day *minus* (ii) the Spread *divided by* (b) 360.
Overnight Bank Rate:	For any day, the rate set forth for such day opposite the caption "Overnight bank funding rate", as such rate is displayed on Bloomberg Screen "OBFR01 <Index> <GO>", or any successor page (rounded to the nearest one hundredth of a percentage point (0.01%)); *provided* that, if no rate appears for a particular day on such page, the rate for the immediately preceding day for which a rate does so appear shall be used for such day; and *provided further* that, notwithstanding anything to the contrary herein, the Overnight Bank Rate for any Settlement Date or Cash Settlement Payment Date shall be the Overnight Bank Rate determined for the day immediately preceding such Settlement Date or Cash Settlement Payment Date, as applicable.
Spread:	For each Transaction, as set forth in the applicable Supplemental Confirmation.

Settlement Terms:

Settlement Method Election:	Applicable.
Electing Party:	Counterparty.

Settlement Method Election Date:	For each Transaction, the Valuation Date; *provided* that Counterparty shall provide its Settlement Method Election to Dealer by 5:00 p.m., New York City time on the Settlement Method Election Date.
Default Settlement Method:	Physical Settlement.
Number of Shares to be Delivered:	The lower of (i) the Cumulative Reference Volume for the Valuation Date and (ii) the Number of Shares.
Settlement Date:	The date that is one Settlement Cycle immediately following the Valuation Date.
Cash Settlement Payment Date:	In lieu of Section 8.8 of the Equity Definitions, "Cash Settlement Payment Date" means the date one Settlement Cycle immediately following the last Exchange Business Day in the Valuation Period (or, if such date is not a Currency Business Day, the immediately following Currency Business Day).
Valuation Period:	A number of consecutive Scheduled Trading Days equal to the Number of Averaging Days beginning on, and including, the second Scheduled Trading Day immediately following the Valuation Date.
Valuation Period Disruption:	Notwithstanding anything to the contrary in the Equity Definitions, to the extent that a Disrupted Day occurs during the Valuation Period, the Calculation Agent shall determine whether (i) such Disrupted Day is a Disrupted Day in full, in which case such Disrupted Day shall be excluded from the Valuation Period and the Valuation Period shall be extended by one Scheduled Trading Day or (ii) such Disrupted Day is a Disrupted Day only in part, in which case such Disrupted Day shall be included in the Valuation Period, the Valuation Period may be extended by one Scheduled Trading Day in the Calculation Agent's commercially reasonable discretion and the 10b-18 VWAP Price for such Disrupted Day shall be determined by the Calculation Agent based on such sources as it deems appropriate, taking into account the nature and duration of the relevant Market Disruption Event on such day, and the weighting of the 10b-18 VWAP Price for the relevant Exchange Business Days during the Valuation Period shall be adjusted by the Calculation Agent for purposes of determining the Cash Settlement Valuation Price with such adjustments based on, among other factors, the duration of any Market Disruption Event and the volume, historical trading patterns and price of the Shares, and the Calculation Agent shall provide Counterparty notice of any such adjustments promptly following such partially Disrupted Day. Any Scheduled Trading Day on which, as of the Trade Date, the Exchange is scheduled to close prior to its normal close of trading shall be deemed not to be a Scheduled Trading Day; if a closure of the Exchange prior to its normal close of trading on any Scheduled Trading Day is scheduled following the Trade Date, but prior to the open of the regular trading session of the Exchange on such day, then such Scheduled Trading Day shall be deemed to be a Disrupted Day in full. Notwithstanding the foregoing, if a Disrupted Day occurs during the Valuation Period and each of the eight (8) immediately following Scheduled Trading Days is a Disrupted Day (an "**Extended Disruption Event**"), then such Extended Disruption Event shall be deemed to be an Extraordinary Event and "Consequences of Extraordinary Event" below shall apply.

Number of Averaging Days:	A number equal to the Number of Shares to be Delivered *divided by* 15% of the four-week ADTV (as defined in Rule 10b-18 under the Securities Exchange Act of 1934, as amended (the "**Exchange Act**")) of the Shares preceding the Valuation Date, rounded up to the nearest whole number.
Forward Cash Settlement Amount:	In lieu of Sections 8.4 and 8.5 of the Equity Definitions, on the Cash Settlement Payment Date, if the Cash Settlement Amount is a positive number, Dealer will pay the Cash Settlement Amount to Counterparty. If the Cash Settlement Amount is a negative number, Counterparty will pay the absolute value of the Cash Settlement Amount to Dealer. Such amounts shall be paid on such Cash Settlement Payment Date by wire transfer of immediately available funds.
Cash Settlement Amount:	An amount equal to the sum, for each Exchange Business Day during the Valuation Period of (i)(A) the Forward Price as of such Exchange Business Day *minus* (B) the arithmetic average of the 10b-18 VWAP Prices for the Exchange Business Days in the Valuation Period *plus* the Cash Settlement Adjustment Amount, subject to Valuation Period Disruption as described above (the "**Cash Settlement Valuation Price**") *multiplied by* (ii)(A) the Number of Shares to be Delivered, *divided by* (B) the Number of Averaging Days.
10b-18 VWAP Price:	For any Exchange Business Day, the per-Share volume weighted average price based on transactions executed in the United States as displayed on Bloomberg page "BKR US <equity> AQR SEC" (or any successor thereto) in respect of the period from the scheduled open of trading on the Exchange until the Scheduled Closing Time on such Exchange Business Day or, in the event such price is not so reported on such Exchange Business Day for any reason or is manifestly erroneous, as determined by the Calculation Agent based on such transactions reported to the consolidated tape.
Cash Settlement Adjustment Amount:	For each Transaction, as set forth in the applicable Supplemental Confirmation.
Settlement Currency:	USD
Automatic Physical Settlement:	If Physical Settlement is applicable, by 10:00 A.M., New York City time on the Settlement Date Counterparty has not otherwise effected delivery of the Number of Shares to be Delivered (rounded down to the nearest whole Share), and the collateral then held under the Pledge Agreement by or on behalf of Dealer includes a number of Shares with respect to which the Representation and Agreement set forth in Section 9.11 of the Equity Definitions are (or would be) true and satisfied (or, at the absolute discretion of Dealer, with respect to which such Representation and Agreement are not true or satisfied), at least equal to the excess of the Number of Shares to be Delivered (rounded down to the nearest whole Share) over the number of Shares (if any) actually delivered in respect thereof as of such time (such excess, the "**Deficit Shares**"), then the delivery required by Section 9.2 of the Equity Definitions (as modified hereby) shall be effected, in whole or in part, as the case may be by delivery from the Collateral Account (as defined in the Pledge Agreement) to Dealer of a number of Shares equal to the Deficit Shares.

Dividends:

Relevant Dividend:	Any cash dividend or distribution on the Shares for which the ex-dividend date occurs at any time from but excluding the Trade Date for such Transaction to and including the Valuation Date for such Transaction.
Adjustments with Respect to Cash Dividends:	If there occurs a Relevant Dividend, then the Calculation Agent will adjust the Forward Price, effective as of the ex-dividend date of such Relevant Dividend, to reflect the amount of the Relevant Dividend with respect to a number of Shares equal to Dealer's commercially reasonable hedge position as of such date.

Share Adjustments:

Method of Adjustment:	Calculation Agent Adjustment

Extraordinary Events:

New Shares:	In the definition of New Shares in Section 12.1(i) of the Equity Definitions, (a) the text in clause (i) thereof shall be deleted in its entirety (including the word "and" following such clause (i)) and replaced with "publicly listed, traded or quoted on any of the New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or their respective successors)," and (b) the phrase "and (iii) issued by a corporation organized under the laws of the United States, any State thereof or the District of Columbia" shall be inserted immediately prior to the period.
Tender Offer:	Applicable; *provided*, *however*, that (i) the definitions of "Tender Offer", "Tender Offer Date" and "Announcement Date" in Section 12.1 of the Equity Definitions are each hereby amended by adding after the words "voting shares" the words "or Shares" and (ii) Section 12.1(d) of the Equity Definitions shall be amended by replacing the words "greater than 10%" in line three thereof with "greater than 35%".
Consequences of Announcement Events:	Modified Calculation Agent Adjustment as set forth in Section 12.3(d) of the Equity Definitions; *provided* that (x) references to "Tender Offer" shall be replaced by references to "Announcement Event" and references to "Tender Offer Date" shall be replaced by references to "date of such Announcement Event" and (y) the phrase "exercise, settlement, payment or any other terms of the Transaction (including, without limitation, the spread)" shall be replaced with the phrase "Forward Price Adjustment Amount and the Cash Settlement Adjustment Amount (which adjustment, for the avoidance of doubt, shall not affect the Forward Price Adjustment Amount or Cash Settlement Adjustment Amount for any dates prior to the date of the Announcement Event for purposes of determining the Forward Price or Cash Settlement Valuation Price, as applicable)"; *provided further* that the parties hereby agree that in making any adjustment pursuant to Section 12.3(d) of the Equity Definitions (as modified by this Master Confirmation), the Calculation Agent (i) shall take into account the economic effect on the theoretical value of the Transactions to Dealer of such Announcement Event from changes in volatility, stock loan rate or liquidity relevant to the Shares or to the Transactions, as if the date of such Announcement Event were the date of first public announcement of the relevant event, or any intention to enter into such event and (ii) prior to making such adjustment, shall use its reasonable efforts to consult with Counterparty in good faith regarding such adjustment; *provided* that the foregoing shall not (a) limit the rights of Calculation Agent to make such adjustment at any time or (b) obligate the Calculation Agent to delay, or continue delaying, making such adjustment at any time; *provided*, *further*, that if pursuant to Section 12.3(d)(ii) of the Equity Definitions the Calculation Agent determines that no adjustment would product a commercially reasonable result, then in lieu of the consequences in Section 12.3(d)(ii) the provisions of "Consequences of Extraordinary Event" below shall apply.

Announcement Event:	(i) The public announcement by any entity of (x) any transaction or event that, if completed, would constitute a Merger Event or Tender Offer or (y) any acquisition or disposition by the Issuer or any of its subsidiaries that has been approved, agreed to or recommended by Issuer or its board of directors where, if completed, the aggregate consideration would exceed 35% of the market capitalization of the Issuer as of the date of such announcement (a "**Significant Transaction**"), (ii) the public announcement by Issuer of an intention to solicit or enter into or to explore strategic alternatives or other similar undertakings that may include, a Merger Event or Tender offer or a Significant Transaction or (iii) any subsequent public announcement by any entity of a withdrawal, discontinuation, termination or other change to a transaction or intention that is the subject of an announcement of the type described in clause (i) or (ii) of this sentence, as determined, in each case, by the Calculation Agent. For purposes of this definition of "Announcement Event," the remainder of the definition of "Merger Event" in Section 12.1(b) of the Equity Definitions following the definition of "Reverse Merger" therein shall be disregarded.
Consequences of Extraordinary Event:	Notwithstanding anything to the contrary herein or in the Equity Definitions (including any consequences that would normally apply thereto under Article 12 of the Equity Definitions), upon the occurrence of an Merger Event, Tender Offer, Extended Disruption Event or other Extraordinary Event (excluding any Failure to Deliver or Increased Cost of Stock Borrow (except as provided herein)), Dealer may, by notice to Counterparty, designate a date on or following the relevant event as the Valuation Date in which case Physical Settlement shall be deemed to apply to the relevant Transaction; *provided* that if such event occurs during a Valuation Period for a previously designated Cash Settlement, Dealer may designate a date on or following the relevant event as the final date of such Valuation Period, in which case Cash Settlement shall apply for such Valuation Period with respect to the portion of the relevant Transaction that corresponds to the percentage equal to (x) the number of Exchange Business Days during the Valuation Period that were not a Disrupted Day (it being understood that for partial Disrupted Days, such number of Exchange Business Days will be adjusted by the Calculation Agent in a commercially reasonable manner) until such designated date *over* (y) the Number of Averaging Days, and Physical Settlement shall apply to the remaining portion of the relevant Transaction, with such designated date being deemed to be the Valuation Date.

Nationalization, Insolvency or Delisting:	As provided in Consequences of Extraordinary Event; *provided* that, in addition to the provisions of Section 12.6(a)(iii) of the Equity Definitions, it shall also constitute a Delisting if the Exchange is located in the United States and the Shares are not immediately re-listed, re-traded or re-quoted on any of the New York Stock Exchange, The Nasdaq Global Select Market or The Nasdaq Global Market (or their respective successors); if the Shares are immediately re-listed, re-traded or re-quoted on any such exchange or quotation system, such exchange or quotation system shall thereafter be deemed to be the Exchange.
Additional Disruption Events:	
Change in Law:	Applicable; *provided* that Section 12.9(a)(ii) of the Equity Definitions is hereby amended by (i) replacing the phrase "the interpretation" in the third line thereof with the phrase "or announcement or statement of the formal or informal interpretation", (ii) replacing the word "Shares" with "Hedge Positions" in the sixth line thereof and (iii) adding the words ", or holding, acquiring or disposing of Shares or any Hedge Positions relating to," after the words "obligations under" in clause (Y) thereof;" after the semi-colon in the last line thereof; *provided further* that, in the case of any increased cost described in clause (Y) of Section 12.9(a)(ii) of the Equity Definitions, the consequences provided with respect to "Increased Cost of Hedging" in Section 12.9(b)(vi) of the Equity Definitions shall apply.
Failure to Deliver:	Applicable
Insolvency Filing:	Applicable
Hedging Disruption:	Inapplicable.
Loss of Stock Borrow:	Applicable; *provided* that if a Loss of Stock Borrow affects only a portion of a Transaction, any right to terminate such Transaction in respect of such Loss of Stock Borrow shall be limited to such portion as reasonably determined by the Calculation Agent.
Maximum Stock Loan Rate:	For each Transaction, as set forth in the applicable Supplemental Confirmation.

Increased Cost of Stock Borrow:	Applicable; *provided* that if an Increased Cost of Stock Borrow affects only a portion of a Transaction, any right to terminate a Transaction in respect of such Increased Cost of Stock Borrow shall be limited to such portion as reasonably determined by the Calculation Agent.
Initial Stock Loan Rate:	For each Transaction, as set forth in the applicable Supplemental Confirmation.
Hedging Party:	For all Additional Disruption Events, Dealer.
Determining Party:	For all Extraordinary Events, Dealer.
Non-Reliance:	Applicable
Agreements and Acknowledgments Regarding Hedging Activities:	Applicable
Additional Acknowledgments:	Applicable

2. **Conditions**:

(a) *Credit Support Documents.* As a condition to the effectiveness of this Master Confirmation, the parties hereto shall enter into a Pledge Agreement (as hereafter amended, modified, supplemented, replaced or amended and restated, the "**Pledge Agreement**") on or prior to the date hereof confirming, on the terms set forth therein, a first priority security interest in the Shares to be pledged to Dealer in respect of any Transaction hereunder. The Pledge Agreement shall be a Credit Support Document hereunder and under the Agreement.

(b) *Conditions.* With respect to each Transaction, Dealer's obligations under such Transaction are subject to the satisfaction, or the waiver by Dealer, of the following conditions:

(i) The representations and warranties of Counterparty hereunder, in the Agreement (including as may be modified herein) and in the Pledge Agreement shall be true and correct as of the Trade Date;

(ii) Counterparty shall have performed all of the covenants and obligations to be performed by Counterparty hereunder, under the Agreement (including as may be modified herein) and under the Pledge Agreement on or prior to the Trade Date; and

(iii) Counterparty shall have executed the applicable Supplemental Confirmation.

3. **Other Provisions**:

(a) *Additional Representations and Agreements by Counterparty*. Counterparty represents and warrants to and for the benefit of, and agrees with, Dealer (1) on the date hereof and (2) on each Trade Date and (3) in the case of clause (i) below, on any date Counterparty elects Cash Settlement with respect to any Transaction (unless another date or dates are specified below), as follows:

(i) Counterparty is not entering into any Transaction hereunder or, if applicable, electing Cash Settlement for any Transaction hereunder "on the basis of" (as defined in Rule 10b5-1(b) under the Exchange Act), any material nonpublic information concerning the Shares or the business, operations or prospects of the Issuer. "**Material**" information for these purposes is any information to which an investor would reasonably attach importance in reaching a decision to buy, sell or hold securities of the Issuer.

(ii) Counterparty is an "eligible contract participant" (as such term is defined in Section 1a(18) of the Commodity Exchange Act, as amended).

(iii) Counterparty is (A) an "accredited investor" within the meaning of Rule 501(a) under the Securities Act of 1933, as amended (the "**Securities Act**"), (B) is entering into each Transaction for Counterparty's own account and not with a view to distribution and (C) understands and acknowledges that each Transaction has not been and will not be registered under the Securities Act.

(iv) Counterparty is a "qualified investor" within the meaning of Section 3(a)(54) of the Exchange Act.

(v) Counterparty is not, and after giving effect to the transactions contemplated hereby will not be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

(vi) No Transaction hereunder will violate or contravene any trading or corporate policy of the Issuer applicable to Counterparty or Counterparty's affiliates, including, but not limited to, the Issuer's window period policy.

(vii) Counterparty (A) has not, within the preceding three months, except as set forth in any Form 144 or other notice delivered to Dealer prior to the Trade Date, sold any Shares (or security entitlements in respect thereof); and (B) agrees that Counterparty shall not, without the prior written consent of Dealer, sell any Shares (or security entitlements in respect thereof) during the Calculation Period pursuant to Rule 144 under the Securities Act ("**Rule 144**"). For the purposes of (A) and (B) hereof, (i) Shares shall be deemed to include securities convertible into or exchangeable or exercisable for Shares; (ii) sales and purchases shall include hedges (through swaps, options, short sales or otherwise, and whether any such transaction is to be settled by delivery of Shares or other securities or cash) of any long or short position (as applicable) in the Shares (or security entitlements in respect thereof), and (iii) sales, purchases and hedges by Counterparty shall include those subject to aggregation with Counterparty for purposes of Rule 144.

(viii) If Counterparty were to sell on the Trade Date for a Transaction a number of Shares equal to the aggregate Number of Shares for such Transaction, such sales would comply with the volume limitations set forth in paragraph (e) of Rule 144.

(ix) Counterparty has not solicited or arranged for the solicitation of, and will not solicit or arrange for the solicitation of, orders to buy Shares in anticipation of or in connection with any sales of Shares that Dealer or an affiliate of Dealer effects in the public markets in connection with establishing Dealer's Hedge Position with respect to any Transaction hereunder.

(x) Except as provided herein, Counterparty has not made, will not make, and has not arranged for, any payment to any person in connection with any sales of Shares that Dealer or an affiliate of Dealer effects in the public markets in connection with establishing Dealer's Hedge Position with respect to any Transaction.

(xi) Counterparty does not know or have any reason to believe that the Issuer has not complied with the reporting requirements contained in paragraph (c)(1) of Rule 144.

(xii) Counterparty has, on or prior to the Trade Date, transmitted for filing with the Securities and Exchange Commission (the "**SEC**") a Form 144 with respect to the relevant Transaction, and has filed, or will file, any amendments thereto necessary pursuant to Rule 144 or any related interpretations of the SEC. Counterparty promptly will provide Dealer with a copy of all such filings.

(xiii) Counterparty owns (as such term is used in Rule 16c-4 under the Exchange Act) a number of Shares, after subtracting the number of Shares to which any put equivalent positions (as defined in Rule 16a-1(h) under the Exchange Act) have been established or are maintained by Counterparty (other than any put equivalent position established as a result of a Transaction hereunder, at least equal to the aggregate Number of Shares for all Transactions.

(xiv) Counterparty is not entering into this Master Confirmation or making any election hereunder to create actual or apparent trading activity in the Shares (or any security convertible into or exchangeable for Shares) or to raise or depress or otherwise manipulate the price of the Shares (or any security convertible into or exchangeable for Shares) in violation of applicable law.

(xv) Counterparty understands no obligations of Dealer to Counterparty hereunder will be entitled to the benefit of deposit insurance and that such obligations will not be guaranteed by any affiliate of Dealer or any governmental agency.

(xvi) The assets used in connection with the execution, delivery and performance of the Agreement and the Transactions entered into hereunder are not and will not be the assets of (A) an "employee benefit plan" (with the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**")) subject to Title I of ERISA, (B) a plan described in Section 4975 of the Internal Revenue Code of 1986, as amended (the "**Code**") to which Section 4975 of the Code applies or (C) an entity whose underlying assets include "plan assets" by reason of Department of Labor regulation section 2510.3-101 (as modified by Section 3(42) of ERISA) or otherwise.

(xvii) Without limiting the representations contained in Section 3(a)(iii) of the Agreement, Counterparty represents that its execution, delivery and performance of this Master Confirmation (including, without limitation, the delivery of Shares under this Master Confirmation if Physical Settlement is applicable), the Pledge Agreement and any other documentation relating to the Agreement to which Counterparty or any of its Affiliates is a party do not violate or conflict with any of the terms or provisions of any stockholders' agreement, registration rights agreement, confidentiality agreement, merger agreement, right of first refusal or other agreement binding on Counterparty or its Affiliates, including the Amended and Restated Stockholders Agreement, dated as of November 13, 2018, by and between Issuer and General Electric Company, as amended by the Amendment to the Amended and Restated Stockholders Agreement, dated as of July 31, 2019 (the "**Stockholders Agreement**").

(b) *Interpretive Letter*. The parties intend for this Master Confirmation together with each Supplemental Confirmation to constitute a "contract" as described in the letter dated December 14, 1999 submitted by Robert W. Reeder and Alan L. Beller to Michael Hyatte of the staff of the SEC (the "**Staff**") to which the Staff responded in an interpretive letter dated December 20, 1999 and the letter dated November 30, 2011 submitted by Robert T. Plesnarski and Glen A. Rae to Thomas Kim of the Staff to which the Staff responded in an interpretive letter dated December 1, 2011 (collectively, the "**Interpretive Letters**").

(c) *Additional Representations and Agreements by Dealer*. Dealer represents and warrants to and for the benefit of, and agrees with, Counterparty (1) on the date hereof and (2) on each Trade Date that:

(i) Dealer is (A) an "accredited investor" within the meaning of Rule 501(a) under the Securities Act, (B) is entering into each Transaction for Dealer's own account and not with a view to distribution and (C) understands and acknowledges that each Transaction has not and will not be registered under the Securities Act;

(ii) Dealer (or its affiliate) shall sell the full Number of Shares to be Delivered for all Transactions in accordance with the requirements of the Interpretive Letters (including without limitation in compliance with the "manner of sale" requirements of paragraphs (f) and (g) of Rule 144) and shall notify Counterparty promptly following completion of such sale; and

(iii) Dealer does not, and shall not at any point through the Settlement Date or the Cash Settlement Payment Date, as applicable, itself or as part of any group (as such term is used in Section 13(d) of the Exchange Act) beneficially own (as defined in the Stockholders Agreement) in excess of 15% of the voting power of the outstanding shares of, collectively, Class A Common Stock and Class B common stock, par value $0.0001 per share ("**Class B Common Stock**"), of the Issuer.

(d) *Additional Events of Default*. It shall be an Event of Default under the Agreement with respect to which Counterparty is the sole Defaulting Party if a Collateral Event of Default (as defined in the Pledge Agreement) shall have occurred.

(e) *Amendments to Equity Definitions*. The following amendments shall be made to the Equity Definitions:

(i) Section 11.2(e)(iii) is hereby amended by adding the word "non-cash" before "Extraordinary Dividend".

(ii) Section 11.2(e)(vii) of the Equity Definitions is hereby replaced in its entirety with the words "any other corporate event involving the Issuer or a subsidiary of the Issuer that has a material economic effect on the Shares."

(iii) Section 11.2(c) of the Equity Definitions is hereby amended by (w) replacing the words "a diluting or concentrative" with "a material" in the fifth line thereof, (y) deleting the words "diluting or concentrative" in the sixth to last line thereof."

(iv) Section 12.9(b)(iv) of the Equity Definitions is hereby amended by replacing "will lend" with "lends" in subsection (B.

(v) Section 12.9(b)(v) of the Equity Definitions is hereby amended by replacing "will lend" with "lends" in subjection (B); *provided* that, without limiting Section 12.9(b)(viii) of the Equity Definitions, Counterparty may lend Shares to Dealer pursuant to such Section 12.9(b)(v) of the Equity Definitions only from Shares that (x) are then-pledged and credited to the Collateral Account (as defined in the Pledge Agreement) in relation to the relevant Transaction and (y) have not been previously lent to Dealer while such relevant Transaction is outstanding; *provided* that if either party elects to terminate the Transaction pursuant to Section 12.9(b)(v), termination will occur as set out in "Consequences of Extraordinary Event."

(f) *Amendments and Elections with respect to the Agreement.* The following amendments and elections shall be made to, and with respect to, the Agreement:

(i) For purposes of Section 5(a) of the Agreement, "Specified Entity" means, in relation to Dealer, none, and in relation to Counterparty, none.

(ii) The agreement in Section 4(a)(iii) of the Agreement is amended by inserting "promptly upon the earlier of (1)" in lieu of the word "upon" at the beginning thereof and inserting "or (2) such party learning that the form or document is required" before the word "any" in the first line thereof.

(iii) The "Cross Default" provisions of Section 5(a)(vi) of the Agreement will not apply to Dealer nor to Counterparty.

(iv) The "Credit Event Upon Merger" provisions of Section 5(b)(v) of the Agreement will apply to Dealer and will apply to Counterparty.

(g) *No Condition of Confidentiality*. Effective from the date of commencement of discussions concerning a Transaction, Counterparty and each of Counterparty's employees, representatives, or other agents may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of such Transaction and all materials of any kind (including opinions or other tax analyses) that are provided to Counterparty relating to such tax treatment and tax structure.

(h) *Acknowledgments and Agreements as to Bankruptcy*. The parties hereto intend that (A) Dealer is a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101(22A) of the Bankruptcy Code, (B) each of this Master Confirmation and each Supplemental Confirmation is a "securities contract" as defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery hereunder, thereunder or in connection herewith or therewith is a "settlement payment" and a "transfer" within the meaning of Sections 546(e) and 548(d) of the Bankruptcy Code, (C) the Pledge Agreement is a "security agreement or arrangement" or other "credit enhancement" that forms a part of and is related to such "securities contract" within the meaning of Section 362(b) of the Bankruptcy Code, (D) the rights given to Dealer under this Master Confirmation, each Supplemental Confirmation and under the Agreement and the Pledge Agreement upon the occurrence of an Event of Default with respect to the other party constitute "contractual rights" to cause the liquidation, termination or acceleration of, and to offset or net out termination values, payment amounts and other transfer obligations under or in connection with a "securities contract" and "contractual rights" under a security agreement or arrangement forming a part of or related to a "securities contract" as such terms are used in Sections 555, 561, and 362(b)(6) of the Bankruptcy Code, and (E) Dealer is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(o), 546(e), 548(d)(2), 555 and 561 of the Bankruptcy Code.

(i) *Certain Authorized Transfers*. Dealer may not transfer or assign its rights and obligations hereunder, under each Transaction and related Supplemental Confirmation, under the Agreement or under the Pledge Agreement, in whole or in part, to any entity without the prior written consent of Counterparty, such consent not to be unreasonably withheld or delayed. Without limiting the foregoing, at the time of such transfer or assignment, and giving effect thereto, (1) Counterparty will not, as a result of such transfer or assignment, be required to pay to such entity on any payment date an amount under Section 2(d)(i)(4) of the Agreement greater than the amount which Counterparty would have been required to pay to Dealer in the absence of such transfer or assignment and Dealer will cause the transferee to provide such tax documentation as may be reasonably requested by Counterparty to permit Counterparty to determine its withholding obligations and (2) Counterparty will not, as a result of such transfer or assignment, receive from Dealer on any payment date a payment from which an amount has been withheld or deducted on account of taxes in excess of that which Dealer would have been required to so withhold or deduct in the absence of such transfer or assignment, unless such entity agrees to make additional payments such that Counterparty receives the same amount as it would have received from Dealer.

(j) *Designation by Dealer*. Dealer (the "**Designator**") may designate any of its affiliates (the "**Designee**") to deliver or take delivery, as the case may be, and otherwise perform its obligations to deliver or take delivery of, as the case may be, any Shares or other property in respect of any Transaction hereunder, and the Designee may assume such obligations and the obligations of Dealer under this Master Confirmation and each Supplemental Confirmation with respect to such Shares or other property. Such designation shall not relieve the Designator of any of its obligations hereunder or thereunder. Notwithstanding the previous sentence, if the Designee shall have performed the obligations of the Designator hereunder or thereunder, then the Designator shall be discharged of its obligations to Counterparty only to the extent of such performance.

(k) *Netting.* If on any date cash would otherwise be payable hereunder or pursuant to the Agreement, the Pledge Agreement, or any other Credit Support Document by Dealer to Counterparty and by Counterparty to Dealer, then, on such date, each such party's obligation to make such payment will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one such party exceeds the aggregate amount that would otherwise have been payable by the other such party, replaced by an obligation of the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

(l) *Consent to Disclosure within Dealer and its Affiliates*. Counterparty consents to Dealer effecting such disclosure as it may deem appropriate to enable it to transfer Counterparty's records and information to process and execute Counterparty's instructions with respect to each Transaction or pursuant to any related agreements to each other or any of its affiliates. For the avoidance of doubt, Counterparty's consent to disclosure includes the right on the part of Dealer to allow access to any permitted recipient of Counterparty's information, to the records of Dealer by any means.

(m) *USA PATRIOT Act Required Notice*. Dealer hereby notifies Counterparty that pursuant to the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)) (the "**USA PATRIOT Act**"), it is required to obtain, verify and record information that identifies Counterparty, which information includes the name and address of Counterparty and other information that will allow Dealer to identify Counterparty in accordance with the USA PATRIOT Act. The Counterparty shall, promptly following a request by Dealer, provide all documentation and other information that Dealer requests in order to comply with its ongoing obligations under applicable "know your customer" and anti-money laundering rules and regulations, including the USA PATRIOT Act.

(n) W*all Street Transparency and Accountability Act of 2010*. The parties hereby agree that none of (i) Section 739 of the Wall Street Transparency and Accountability Act of 2010 ("**WSTAA**"), (ii) any similar legal certainty provision in any legislation enacted, or rule or regulation promulgated, on or after the Trade Date, (iii) the enactment of WSTAA or any regulation under the WSTAA, (iv) any requirement under WSTAA nor (v) an amendment made by WSTAA, shall limit or otherwise impair either party's rights to terminate, renegotiate, modify, amend or supplement this Master Confirmation, any Supplemental Confirmation or the Agreement, as applicable, arising from a termination event, force majeure, illegality, increased costs, regulatory change or similar event under this Master Confirmation, any Supplemental Confirmation or the Equity Definitions incorporated herein and therein, or the Agreement (including, but not limited to, rights arising from Change in Law, Hedging Disruption, Loss of Stock Borrow, Increased Cost of Stock Borrow or Illegality (as defined in the Agreement)).

(o) *Limit on Beneficial Ownership*. Notwithstanding any other provisions hereof, Dealer may not take delivery of any Shares deliverable hereunder (any such delivery, a "**Share Acquisition**") and Counterparty's obligations with respect to Physical Settlement shall not apply to the extent (but only to the extent) that, after such Share Acquisition, (i) the Section 16 Percentage would exceed 7.5%, or (ii) the Share Amount would exceed the Applicable Share Limit. Any purported Share Acquisition hereunder shall be void and have no effect to the extent (but only to the extent) that, after such Share Acquisition, (i) the Section 16 Percentage would exceed 7.5%, or (ii) the Share Amount would exceed the Applicable Share Limit. If any Share Acquisition hereunder is not made, in whole or in part, as a result of this provision, Counterparty's obligations in respect of such Share Acquisition shall not be extinguished and Counterparty shall fulfill such obligations as promptly as practicable after, but in no event later than one Clearance System Business Day after, Dealer gives notice to Counterparty that, after such Share Acquisition, (i) the Section 16 Percentage would not exceed 7.5%, and (ii) the Share Amount would not exceed the Applicable Share Limit. The "**Section 16 Percentage**" as of any day is the fraction, expressed as a percentage, (A) the numerator of which is the number of Shares that Dealer and any of its affiliates or any other person subject to aggregation with Dealer for purposes of the "beneficial ownership" test under Section 13 of the Exchange Act, or any "group" (within the meaning of Section 13 of the Exchange Act) of which Dealer is or may be deemed to be a part beneficially owns (within the meaning of Section 13 of the Exchange Act), without duplication, on such day (or, to the extent that for any reason the equivalent calculation under Section 16 of the Exchange Act and the rules and regulations thereunder results in a higher number, such higher number) and (B) the denominator of which is the number of Shares outstanding on such day. The "**Share Amount**" as of any day is the number of Shares that Dealer and any person whose ownership position would be aggregated with that of Dealer (Dealer or any such person, a "**Dealer Person**") under any law, rule, regulation, regulatory order or organizational documents or contracts of Issuer that are, in each case, applicable to ownership of Shares ("**Applicable Restrictions**"), owns, beneficially owns, constructively owns, controls, holds the power to vote or otherwise meets a relevant definition of ownership under any Applicable Restriction, as determined by Dealer in its reasonable discretion. The "**Applicable Share Limit**" means a number of Shares equal to (A) the minimum number of Shares that could give rise to reporting or registration obligations or other requirements (including obtaining prior approval from any person or entity) of a Dealer Person, or could result in an adverse effect on a Dealer Person, under any Applicable Restriction, as determined by Dealer in its reasonable discretion, *minus* (B) 1% of the number of Shares outstanding.

(p) *Right to Extend*. Dealer may postpone, in whole or in part, any Cash Settlement Payment Date or any other date of payment if Dealer determines, in its commercially reasonable judgment and, in respect of clause (ii) below, based on advice of counsel, that such extension is reasonably necessary or appropriate (i) to preserve Dealer's hedging or hedge unwind activity hereunder during the Valuation Period in light of existing liquidity conditions (but only if there is a material decrease in liquidity relative to the first date of the Valuation Period) or (ii) to enable Dealer to effect purchases or sales of Shares in connection with its hedging, hedge unwind or settlement activity hereunder in a manner that is in compliance with applicable legal, regulatory or self-regulatory requirements, or with related policies and procedures applicable to Dealer.

(q) *GOVERNING LAW*. **THIS MASTER CONFIRMATION, EACH SUPPLEMENTAL CONFIRMATION AND THE AGREEMENT SHALL BE GOVERNED BY AND ALL MATTERS ARISING OUT OF OR RELATING HERETO SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CHOICE OF LAW DOCTRINE OR RULES THEREOF EXCEPT FOR SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW. THE PARTIES HERETO IRREVOCABLY SUBMIT TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MASTER CONFIRMATION, ANY SUPPLEMENTAL CONFIRMATION OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.**

(r) *WAIVER OF RIGHT TO TRIAL BY JURY*. **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS MASTER CONFIRMATION, ANY SUPPLEMENTAL CONFIRMATION OR ANY TRANSACTION CONTEMPLATED HEREBY OR THEREBY OR THE ACTIONS OF DEALER OR ITS AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF**.

(s) *Agreements and Acknowledgements Regarding Hedging*.

Counterparty understands, acknowledges and agrees that, in respect of any Transaction hereunder:

(i) At any time on and prior to the final Valuation Date, Dealer and its affiliates may buy or sell Shares or other securities or buy or sell options or futures contracts or enter into swaps or other derivative securities in order to adjust its hedge position with respect to such Transaction;

(ii) Dealer and its affiliates also may be active in the market for Shares other than in connection with hedging activities in relation to such Transaction;

(iii) Dealer shall make its own determination as to whether, when or in what manner any hedging or market activities in securities of the Issuer shall be conducted and shall do so in a manner that it deems appropriate to hedge its price and market risk with respect to the relevant Transaction; and

(iv) Any market activities of Dealer and its affiliates with respect to Shares may affect the market price and volatility of Shares, as well as the Forward Price, each in a manner that may be adverse to Counterparty.

(t) *Tax Matters.*

(i) Payer Representations: For the purpose of Section 3(e) of the Agreement, Dealer and Counterparty each hereby make the following representation:

It is not required by any applicable law, as modified by the practice of any relevant governmental revenue authority, of any Relevant Jurisdiction to make any deduction or withholding for or on account of any Tax from any payment (other than interest under Section 9(h) of the Agreement or amounts payable hereunder that are considered to be interest for U.S. federal income tax purposes) to be made by it to the other party under the Agreement. In making this representation, it may rely on (i) the accuracy of any representations made by the other party pursuant to Section 3(f) of the Agreement, (ii) the satisfaction of the agreement contained in Section 4(a)(i) or 4(a)(iii) of the Agreement and the accuracy and effectiveness of any document provided by the other party pursuant to Section 4(a)(i) or 4(a)(iii) of the Agreement and (iii) the satisfaction of the agreement of the other party contained in Section 4(d) of the Agreement, except that it will not be a breach of this representation where reliance is placed on clause (ii) above and the other party does not deliver a form or document under Section 4(a)(iii) by reason of material prejudice to its legal or commercial position.

(ii) Payee Representations. For the purposes of Section 3(f) of the Agreement, Dealer and Counterparty each make the representations specified below as applicable:

(A) Dealer: Dealer is a "U.S. person" (as that term is used in Section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes and an exempt recipient under Section 1.6049-4(c)(1)(ii) of the United States Treasury Regulations.

(B) Counterparty: Counterparty is a corporation organized under the laws of the State of Delaware and is a corporation for U.S. federal income tax purposes. Counterparty is a "U.S. person" (as that term is used in Section 1.1441-4(a)(3)(ii) of the United States Treasury Regulations) for U.S. federal income tax purposes.

(iii) Withholding Tax imposed on payments to non-US counterparties under the United States Foreign Account Tax Compliance Act. "Tax" as used in Section 3(t)(i) above, and "Indemnifiable Tax", as defined in Section 14 of the Agreement, shall not include any U.S. federal withholding tax imposed or collected pursuant to Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "**Code**"), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the Code (a "**FATCA Withholding Tax**"). For the avoidance of doubt, a FATCA Withholding Tax is a Tax the deduction or withholding of which is required by applicable law for the purposes of Section 2(d) of the Agreement.

(iv) 2015 ISDA 871(m) Protocol. The parties agree that the definitions and provisions contained in the 2015 Section 871(m) Protocol as published on November 2, 2015 by the International Swaps and Derivatives Association, Inc. are incorporated into and apply to the Agreement as if set forth in full herein.

(v) Tax documentation. For the purposes of Section 4(a)(i) of the Agreement, each party agrees to deliver the document(s) as set forth in this clause (v). Counterparty shall provide to Dealer a completed and signed U.S. Internal Revenue Service Form W-9, or any successor form, and any required attachments thereto (i) on or prior to the Trade Date, (ii) promptly upon reasonable demand by Dealer and (iii) promptly upon learning that any such tax Form previously provided by Counterparty has become obsolete or incorrect. Dealer shall provide to Counterparty a completed and signed U.S. Internal Revenue Service Form W-9, or any successor form, and any required attachments thereto (i) on or prior to the Trade Date, (ii) promptly upon reasonable demand by Counterparty and (iii) promptly upon learning that any such tax Form previously provided by Dealer has become obsolete or incorrect.

(vi) Section 2(b) of the Agreement is hereby amended by the addition of the following after the word "delivery" in the first line thereof: "to another account in the same legal and tax jurisdiction".

4. **Notice and Account Details**.

(a) Telephone and/or Facsimile Numbers and Contact Details for Notices:

Address for notices or communications to Dealer:

Citibank, N.A.
388 Greenwich Street, 8th Floor
New York, NY 10013
Attn: Equity Derivatives
Telephone: [***]
Email: [***], [***], [***]

with a copy to:

Citibank, N.A.
390 Greenwich Street, 3rd Floor
New York, NY 10013
Attn: Dustin Sheppard – Equity Derivatives Operations
Telephone: [***]
Email: [***], [***]

Address for notices or communications to Counterparty:

GE Oil & Gas US Holdings I, Inc.
c/o General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attn: John Godsman and Michael Buckner
Telephone: [***] and [***]
Email: [***] and [***]

(b) Account Details:

Account Details of Dealer

Pay to: To be advised

Account Details of Counterparty:

To be advised

5. **Offices**.

Dealer: New York
Counterparty: Not Applicable

6. **U.S. QFC Provisions**.

(a) Recognition of U.S. Special Resolution Regimes. (i) In the event Dealer becomes subject to a proceeding under the FDI Act or OLA (together, the "**U.S. Special Resolution Regimes**"), the transfer of the Agreement, this Master Confirmation or any Supplemental Confirmation, and any interest and obligation in or under, and any property securing, the Agreement, this Master Confirmation or any Supplemental Confirmation, from Dealer will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if the Agreement, this Master Confirmation or any Supplemental Confirmation, and any interest and obligation in or under, and any property securing, the Agreement, this Master Confirmation or any Supplemental Confirmation were governed by the laws of the United States or a State of the United States; and (ii) in the event Dealer or any Dealer Affiliate becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights with respect to the Agreement, this Master Confirmation or any Supplemental Confirmation that may be exercised against Dealer are permitted to be exercised to no greater extent than such Default Rights could be exercised under such U.S. Special Resolution Regime if the Agreement, this Master Confirmation or any Supplemental Confirmation, as the case may be, were governed by the laws of the United States or a State of the United States.

(b) Limitation on Exercise of Certain Default Rights Related to Dealer Affiliate's Entry into Insolvency Proceedings. Notwithstanding anything to the contrary in the Agreement, this Master Confirmation or any Supplemental Confirmation or any other agreement, the parties hereto expressly acknowledge and agree that subject to Section 6(c), Counterparty shall not be permitted to exercise any Default Right against Dealer with respect to the Agreement, this Master Confirmation or any Supplemental Confirmation that is related, directly or indirectly, to a Dealer Affiliate becoming subject to an Insolvency Proceeding.

(c) General Creditor Protections. Nothing in Section 6(b) shall restrict the exercise by Counterparty of any Default Right against Dealer with respect to the Agreement or this Master Confirmation that arises as a result of:

(i) Dealer becoming subject to an Insolvency Proceeding; or

(ii) Dealer not satisfying a payment or delivery obligation pursuant to the Agreement, this Master Confirmation or any Supplemental Confirmation.

(d) Burden of Proof. After a Dealer Affiliate has become subject to an Insolvency Proceeding, if Counterparty seeks to exercise any Default Right with respect to the Agreement, this Master Confirmation or any Supplemental Confirmation, Counterparty shall have the burden of proof, by clear and convincing evidence, that the exercise of such Default Right is permitted hereunder.

(e) Applicability of Section 6(a). The requirements of Section 6(a) apply notwithstanding Sections 6(b) and (c).

(f) General Conditions.

(i) Effective Date. The provisions set forth in this Section 6 will come into effect on the later of the Applicable Compliance Date and the date of this Master Confirmation.

(ii) Prior Adherence to the U.S. Protocol. If Dealer and Counterparty have adhered to the ISDA U.S. Protocol prior to the date of this Master Confirmation, the terms of the ISDA U.S. Protocol shall be incorporated into and form a part of this Master Confirmation and shall replace the terms of this Section 6. For purposes of incorporating the ISDA U.S. Protocol, Dealer shall be deemed to be a Regulated Entity, Counterparty shall be deemed to be an Adhering Party and each of the Agreement and this Master Confirmation shall be deemed to be a Protocol Covered Agreement.

(iii) Subsequent Adherence to the U.S. Protocol. If, after the date of this Master Confirmation, both Dealer and Counterparty shall have become adhering parties to the ISDA U.S. Protocol, the terms of the ISDA U.S. Protocol will supersede and replace this Section 6.

(g) Definitions. For the purposes of Section 6, the following definitions apply:

"**Applicable Compliance Date**" with respect to the Agreement, this Master Confirmation or any Supplemental Confirmation shall be determined as follows: (a) if Counterparty is an entity subject to the requirements of the QFC Stay Rules, January 1, 2019, (b) if Counterparty is a Financial Counterparty (other than a Small Financial Institution) that is not an entity subject to the requirements of the QFC Stay Rules, July 1, 2019 and (c) if Counterparty is not described in clause (a) or (b), January 1, 2020.

"**BHC Affiliate**" has the same meaning as the term "affiliate" as defined in, and shall be interpreted in accordance with, 12 U.S.C. 1813(w) and 12 U.S.C. 1841(k).

"**Consolidated Affiliate**" has the same meaning specified in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.2.

"**Counterparty Affiliate**" means a Consolidated Affiliate of Counterparty.

"**Dealer Affiliate**" means, with respect to Dealer, a BHC Affiliate of that party.

"**Default Right**" means, with respect to the Agreement, this Master Confirmation or any Supplemental Confirmation (including any related Transaction), any:

(a) right of a party, whether contractual or otherwise (including, without limitation, rights incorporated by reference to any other contract, agreement, or document, and rights afforded by statute, civil code, regulation, and common law), to liquidate, terminate, cancel, rescind, or accelerate such agreement or transactions thereunder, set off or net amounts owing in respect thereto (except rights related to same-day payment netting), exercise remedies in respect of collateral or other credit support or property related thereto (including the purchase and sale of property), demand payment or delivery thereunder or in respect thereof (other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure), suspend, delay, or defer payment or performance thereunder, or modify the obligations of a party thereunder, or any similar rights; and

(b) right or contractual provision that alters the amount of collateral or margin that must be provided with respect to an exposure thereunder, including by altering any initial amount, threshold amount, variation margin, minimum transfer amount, the margin value of collateral, or any similar amount, that entitles a party to demand the return of any collateral or margin transferred by it to the other party or a custodian or that modifies a transferee's right to reuse collateral or margin (if such right previously existed), or any similar rights, in each case, other than a right or operation of a contractual provision arising solely from a change in the value of collateral or margin or a change in the amount of an economic exposure; but

(c) solely with respect to Section 6(b) does not include any right under a contract that allows a party to terminate the contract on demand or at its option at a specified time, or from time to time, without the need to show cause.

"**FDI Act**" means the Federal Deposit Insurance Act and the regulations promulgated thereunder.

"**Financial Counterparty**" has the meaning given to such term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.2.

"**Insolvency Proceeding**" means a receivership, insolvency, liquidation, resolution, or similar proceeding.

"**ISDA U.S. Protocol**" means the ISDA 2018 U.S. Resolution Stay Protocol, as published by ISDA on July 31, 2018.

"**OLA**" means Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

"**QFC Stay Rules**" means the regulations codified at 12 C.F.R. 252.81–8 (the "Federal Reserve Rule"), 12 C.F.R. 382.1-7 (the "FDIC Rule") and 12 C.F.R. 47.1-8 (the "OCC Rule"), respectively. All references herein to the specific provisions of the Federal Reserve Rule, the FDICs Rule and the OCC Rule shall be construed, with respect to Dealer, to the particular QFC Stay Rule(s) applicable to it.

"**Small Financial Institution**" has the meaning given to such term in, and shall be interpreted in accordance with, 12 C.F.R. 252.81, 12 C.F.R. 382.1 and 12 C.F.R. 47.2.

"**State**" means any state, commonwealth, territory, or possession of the United States of America, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, or the United States Virgin Islands.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing the copy of this Master Confirmation enclosed for that purpose and returning it to Dealer.

Yours sincerely,

CITIBANK, N.A.

By: /s/ Eric Natelson

Name: Eric Natelson

Title: Authorized Signatory

Accepted and confirmed:

GE OIL & GAS US HOLDINGS I, INC.

By: /s/ Robert M. Giglietti

Name: Robert M. Giglietti

Title: Vice President & Treasurer

ANNEX A

FORM OF SUPPLEMENTAL CONFIRMATION

SUPPLEMENTAL CONFIRMATION #[__]

Date: [ ], 20__

To: GE Oil & Gas US Holdings I, Inc.
5 Necco Street
Boston, Massachusetts 02210

From: Citibank, N.A.
390 Greenwich Street, 3rd Floor
New York, New York 10013

Re: Averaging Share Forward Transaction

Ladies and Gentlemen:

The purpose of this Supplemental Confirmation is to confirm the terms and conditions of the Transaction entered into between Citibank, N.A. ("**Dealer**") and GE Oil & Gas US Holdings I, Inc. ("**Counterparty**") on the Trade Date specified below. This Supplemental Confirmation is a binding contract between Dealer and Counterparty as of the relevant Trade Date for the Transaction referenced below.

1. This Supplemental Confirmation supplements, forms part of, and is subject to the Master Confirmation regarding Averaging Share Forward Transactions, dated July 28, 2020, between Dealer and Counterparty (as amended, modified or supplemented from time to time, the "**Master Confirmation**"). All provisions contained in the Agreement (as modified and as defined in the Master Confirmation) shall govern this Supplemental Confirmation, except as expressly modified below, and capitalized terms used but not defined herein shall have the meanings specified in the Master Confirmation.

2. The terms of the Transaction to which this Supplemental Confirmation relates are as follows:

Trade Date:	[ ]
Number of Shares:	[ ]
Forward Price Adjustment Amount:	USD [ ]
Calculation Period Start Date:	[ ]
Scheduled Valuation Date:	[ ]
Spread:	[ ] basis points *per annum*.
Cash Settlement Adjustment Amount:	USD [ ]
Maximum Stock Loan Rate:	[ ] basis points *per annum.*
Initial Stock Loan Rate:	[ ] basis points *per annum*.

Daily Volume:	For any Exchange Business Day, the average daily trading volume of the Shares based on transactions executed in the United States (excluding elements of such average daily trading volume that may attributed to any block trade that occurs on any such Exchange Business Day) in respect of the period from 9:30 am New York City time to 3.55 pm New York City time on such Exchange Business Day, as determined by the Calculation Agent; *provided* that the Daily Volume shall be determined excluding any transactions executed during such period at a price less than the Lower Limit Price.
Reference Volume Percentage:	For any Exchange Business Day during the Calculation Period, the Reference Volume *divided by* the Daily Volume, in each case of such Exchange Business Day.
Target Volume:	For any Exchange Business Day during the Calculation Period, Dealer (or its affiliates) shall use commercially reasonable efforts to establish its initial Hedge Positions for the Transaction on such Exchange Business Day such that the Reference Volume Percentage on such Exchange Business Day shall be within the Target Daily Volume Percentage Range of such Exchange Business Day.
Target Daily Volume Percentage Range:	For any Exchange Business Day during the Calculation Period, the applicable range set forth in the schedule hereto that corresponds to the VWAP Price as of such Exchange Business Day, as such schedule may be amended from time to time by Counterparty with the prior written consent of Dealer (such consent not be unreasonably withheld or delayed) (*provided* that Counterparty shall be deemed to make the representation in Section 3(a)(i) of the Master Confirmation as of the date of any such notice of amendment).
Lower Limit Price:	As set forth in the schedule hereto, as such schedule may be amended from time to time as described in "Target Daily Volume Percentage Range" above.

3. This Supplemental Confirmation may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Supplemental Confirmation by signing and delivering one or more counterparts.

Yours sincerely,

CITIBANK, N.A.

By: _____

Name:

Title:

Accepted and confirmed:

GE OIL & GAS US HOLDINGS I, INC.

By: _____

Name:

Title:

SIGNATURE PAGE TO AVERAGING
SHARE FORWARD TRANSACTION
SUPPLEMENTAL CONFIRMATION

PLEDGE AGREEMENT

THIS PLEDGE AGREEMENT (this "**Pledge Agreement**") is entered into as of July 28, 2020, between GE Oil & Gas US Holdings I, Inc., a Delaware corporation ("**Pledgor**"), Citibank, N.A. ("**Secured Party**") and Citigroup Global Markets Inc. ("**Custodian**").

WHEREAS, Pledgor and Secured Party have entered into a master confirmation titled "Averaging Share Forward Transactions", dated the date hereof (the "**Forward Master Confirmation**"), pursuant to which Pledgor and Secured Party may from time to time enter into one or more transactions (each, a "**Forward Transaction**"), each of which shall be evidenced by a supplemental confirmation (each supplemental confirmation, together with the Forward Master Confirmation, a "**Forward Confirmation**"), which supplement(s), form a part of, and are subject to an agreement in the form of an ISDA 2002 Master Agreement (the "**Forward Master Agreement**") between Pledgor and Secured Party as if the parties had executed an agreement in such form on the date of the Forward Master Confirmation, without any Schedule thereto, but containing all elections, modifications and amendments thereto made in the Forward Confirmation (as amended, modified or supplemented from time to time, collectively, the "**Transaction Documents**") with respect to Shares (as defined in such Confirmation) of an Issuer (as defined in such Forward Confirmation);

WHEREAS, it is a condition under the Forward Master Confirmation that Pledgor and Secured Party enter into this Pledge Agreement; and

WHEREAS, it is a condition under each Forward Confirmation that Pledgor secure Pledgor's obligations under such Forward Confirmation and any other Transaction Documents;

NOW, THEREFORE, in consideration of their mutual covenants contained herein and to secure the full and punctual observance and performance by Pledgor of all Secured Obligations (as defined herein), the parties hereto, intending to be legally bound, hereby mutually covenant and agree as follows:

Section 1. Definitions. Capitalized terms used herein and not defined herein have the meaning set forth or incorporated in the Forward Master Confirmation. As used herein, the following words and phrases shall have the following meanings:

"**Additions and Substitutions**" has the meaning provided in Section 2(a) of this Pledge Agreement.

"**Authorized Officer**" of Pledgor means any officer, trustee, manager, managing member, general partner (or any officer thereof), director or similar Person, as applicable, as to whom Pledgor shall have delivered notice to Secured Party that such officer, trustee, manager, managing member, general partner (or any officer thereof), director or similar Person is authorized to act hereunder on behalf of Pledgor.

"**Bankruptcy Code**" means the United States Bankruptcy Code, Title 11 of the United States Code, as amended.

"**Base Number**" means, with respect to a Forward Transaction, the Number of Shares for such Forward Transaction.

"**Business Day**" means any day other than a Saturday, Sunday or other day on which commercial banks are required or authorized to close under the Laws of, or are in fact closed, in the jurisdiction where the lending office is located or in New York.

"**Cash**" means U.S. Dollars.

"**Collateral**" has the meaning provided in Section 2(a) of this Pledge Agreement.

"**Collateral Account**" means the securities account (as defined in Section 8-501 of the UCC) of and in the name of Pledgor established and maintained at the Custodian with the account number [***] and any replacement or successor account.

"**Collateral Event of Default**" means the occurrence of either of the following: (i) at any time after delivery of the Initial Shares to the Collateral Account the failure of the Collateral to include free from any Transfer Restrictions (other than Existing Transfer Restrictions) a number of Shares at least equal to the aggregate Base Number for all Forward Transactions outstanding at such time that relate to such Shares or (ii) at any time the failure at any time of the Security Interests to constitute valid and perfected security interests in all of the Collateral, subject to no prior or equal Lien in favor of any Person other than Secured Party (or any Affiliate thereof), or assertion of such by Pledgor in writing.

"**Control**" means "control" as defined in Section 8-106 and Section 9-106 of the UCC.

"**Custodian**" means Citigroup Global Markets Inc.

"**Default Event**" means an Event of Default (as defined in the Transaction Documents) with respect to Pledgor or any Termination Event (as defined in the Transaction Documents) as to which Pledgor is the sole Affected Party (as defined in the Transaction Documents).

"**DTC Shares**" means Shares registered in the name of The Depository Trust Company (or its successor, "**DTC**") or its nominee, maintained in the form of entries on the books of DTC, and allowed to be settled through DTC's regular book-entry settlement services.

"**Excess Shares**" means, with respect to a Forward Transaction, the Shares with a number equal to the excess of the Number of Shares for such Forward Transaction *over* the Number of Shares to be Delivered for such Forward Transaction.

"Existing Transfer Restrictions" means, with respect to any Shares or other securities, the Transfer Restrictions (i) existing due to such Shares or other securities being held by an "affiliate" (within the meaning of Rule 144 under the Securities Act) of the applicable Issuer or being "restricted securities" (within the meaning of Rule 144 under the Securities Act) of the applicable Issuer, but only to the extent Secured Party (or its affiliate or another financial institution on Secured Party's behalf), as identified in Counterparty's Form 144, has not completed its sale of a number of Shares equal to the Base Number in accordance with the Interpretive Letters (as defined in the Transaction Documents); and (ii) under the Stockholders Agreement.

"**Forward Confirmation**" has the meaning provided in the preamble of this Pledge Agreement.

"**Forward Master Confirmation**" has the meaning provided in the preamble of this Pledge Agreement.

"**Forward Transaction**" has the meaning provided in the preamble of this Pledge Agreement.

"**Hague Securities Convention**" means The Hague Securities Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary.

"**Initial Shares**" means, with respect to a Forward Transaction, a number of Shares owned by the Pledgor equal to the Base Number.

"**Lien**" means any lien, mortgage, security interest, pledge, charge or encumbrance of any kind.

"**Person**" means an individual, a corporation, a limited liability company, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or an agency or instrumentality thereof.

"**Pledged Items**" means, as of any date, (i) the Initial Shares and (ii) any and all securities (or security entitlements in respect thereof) and instruments, cash, financial assets or other property delivered by Pledgor or otherwise received by or on behalf of Secured Party to be held by or on behalf of Secured Party under this Pledge Agreement as Collateral until required to be released by Secured Party pursuant to this Pledge Agreement.

"**Pledgor**" has the meaning provided in the introductory paragraph of this Pledge Agreement.

"**Secured Obligations**" means, at any time, any and all obligations, covenants and agreements of any kind whatsoever of Pledgor to Secured Party under the Transaction Documents and this Pledge Agreement, whether with respect to the payment of money, delivery of securities or other instruments or property or otherwise, whether now in existence or hereafter arising.

"**Secured Party**" has the meaning provided in the introductory paragraph of this Pledge Agreement.

"**Securities Act**" means the Securities Act of 1933, as amended.

"**Security Interests**" means the security interests in the Collateral created hereby.

"**Stockholders Agreement**" means the Amended and Restated Stockholders Agreement, dated as of November 13, 2018, by and between the Issuer and General Electric Company, as amended by the Amendment to the Amended and Restated Stockholders Agreement, dated as of July 31, 2019.

"**Transaction Documents**" has the meaning provided in the preamble of this Pledge Agreement.

"**Transfer Restriction**" means, with respect to any property or item of Collateral (including, in the case of securities, security entitlements in respect thereof), any condition to or restriction on the ability of the holder thereof to sell, assign or otherwise transfer such property or item of Collateral or to exercise or enforce the provisions thereof or of any document related thereto whether set forth in such property or item of Collateral itself or in any document related thereto, including, without limitation, (i) any requirement that any pledge, sale, assignment, transfer or exercise or enforcement of, or with respect to, such property or item of Collateral be consented to or approved by any Person, including, without limitation, the issuer thereof or any other obligor thereon, (ii) any limitations on the type or status, financial or otherwise, of any purchaser, pledgee, assignee or transferee of such property or item of Collateral, (iii) any requirement of the delivery of any certificate, consent, agreement, opinion of counsel, notice or any other document of any Person to the issuer of, any other obligor on or any registrar or transfer agent for, such property or item of Collateral, prior to the sale, pledge, assignment or other transfer or exercise or enforcement of, or with respect to, such property or item of Collateral, (iv) any registration or qualification requirement or prospectus delivery requirement for such property or item of Collateral pursuant to any federal, state or foreign securities law (including, without limitation, any such requirement arising under the Securities Act), and (v) any legend or other notification appearing on any certificate representing such property or item of Collateral to the effect that any such condition or restriction exists; provided, however, that the required delivery of any assignment, stock power, instruction or entitlement order from the seller, pledgor, assignor or transferor of a security or other item of Collateral, together with any evidence of the corporate or other authority of the Person executing or delivering such assignment, stock power, instruction or entitlement order, shall not constitute a "**Transfer Restriction**".

"**UCC**" means the Uniform Commercial Code as in effect from time to time in the State of New York; provided that, if perfection or the effect of perfection or non-perfection or the priority of any security interest in Collateral is governed by the Uniform Commercial Code as in effect in a jurisdiction other than New York, "UCC" means the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions hereof relating to such perfection, effect of perfection or non-perfection or priority.

Section 2. The Security Interests. In order to secure the full and punctual observance and performance by Pledgor of all Secured Obligations:

(a) Pledgor hereby assigns and pledges to Secured Party and grants to Secured Party, a first priority security interest in and to, and a lien upon and right of set-off against (i) the Pledged Items; (ii) all additions to and substitutions for such Pledged Items, including without limitation any additional or substitute shares of any capital stock of any class (such additions and substitutions, "**Additions and Substitutions**"); (iii) the Collateral Account and all cash, instruments, securities and other financial assets (including security entitlements) (each as defined in Section 8-102 or 9-102 of the UCC, as applicable), including the Pledged Items and the Additions and Substitutions, and other funds, property or assets from time to time held therein or credited thereto; (iv) all interest, income, proceeds, distributions and collections received or to be received, or derived or to be derived, now or any time hereafter (whether before or after the commencement of any proceeding under applicable bankruptcy, insolvency or similar law, by or against Pledgor, with respect to Pledgor) from or in connection with any of the foregoing (including, without limitation, any shares of capital stock issued by any issuer in respect of any Shares or other securities constituting Collateral or any cash, securities or other property distributed in respect of or exchanged for any Shares or other securities constituting Collateral, or into which any such Shares or other securities are converted, in connection with any merger or similar event or otherwise, and any security entitlements in respect of any of the foregoing) and (v) all powers and rights now owned or hereafter acquired under or with respect to the Pledged Items or the Additions and Substitutions (clauses (i) through (v) being herein collectively called the "**Collateral**"). Secured Party shall have all of the rights, remedies and recourses with respect to the Collateral afforded a secured party by the UCC, in addition to, and not in limitation of, the other rights, remedies and recourses afforded to Secured Party by this Pledge Agreement.

(b) In the event that the Issuer at any time issues and delivers to Pledgor in respect of any Shares constituting Collateral hereunder any Additions or Substitutions, Pledgor shall as soon as reasonably practicable deliver to Secured Party in accordance with Section 5(a) such Additions and Substitutions as additional Collateral hereunder.

(c) The Security Interests are granted as security only and shall not subject Secured Party to, or transfer to Secured Party or in any way affect or modify, any obligation or liability of Pledgor or the Issuer with respect to any of the Collateral or any transaction in connection with the Secured Obligations.

(d) The Custodian, Pledgor and Secured Party expressly agree that (i) all rights, assets and property at any time held in or credited to the Collateral Account or otherwise held as or constituting Collateral hereunder shall be treated as financial assets (as defined in Section 8-102 of the UCC) and (ii) until notified by the Secured Party that all Secured Obligations are satisfied in full, the Custodian will act on entitlement orders (as defined in Section 8-102 of the UCC) or other instructions of Secured Party (in each case, without further consent of Pledgor) with respect to all financial assets or other assets held in or credited to the Collateral Account, and will act on entitlement orders or other instructions of the Pledgor only with the written consent of the Secured Party.

Section 3. Representations and Warranties of Pledgor. Pledgor hereby represents, warrants and covenants to Secured Party on the date hereof, on each Trade Date (as defined in the related Forward Confirmation) and on each date on which Pledgor delivers or Secured Party otherwise receives Collateral that (unless another date or dates are specified below):

(a) Pledgor (i) solely (and not jointly with any other Person) owns and, at all times prior to the release of the Collateral pursuant to the terms of this Pledge Agreement, will solely (and not jointly with any other Person) own the Collateral free and clear of any Liens (other than the Security Interests) or, in the case of Shares, any Transfer Restrictions (other than any Existing Transfer Restrictions), (ii) is not and will not become a party to or otherwise be bound by any agreement, other than the Transaction Documents and this Pledge Agreement that (x) restricts in any manner the rights of any present or future owner of the Collateral in respect thereof (other than the Existing Transfer Restrictions) or (y) provides any Person other than Pledgor, Secured Party or any securities intermediary through whom any Collateral is held (but in the case of any such securities intermediary only in respect of Collateral held through it) with Control with respect to any Collateral and (iii) except as identified in the applicable Transaction Documents, there are no restrictive legends on the certificate or certificates evidencing the Shares constituting Collateral. This Pledge Agreement constitutes a bona fide pledge.

(b) This Pledge Agreement has been duly executed and delivered by Pledgor and constitutes the legal, valid and binding obligation of Pledgor, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally and to general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

(c) No financing statement, security agreement or similar or equivalent document or instrument covering all or any part of the Collateral is on file or of record in any jurisdiction in which such filing or recording would be effective to perfect a Lien, security interest or other encumbrance of any kind on such Collateral, other than a financing statement in favor of Secured Party.

(d) Any Shares and any securities at any time pledged hereunder (or in respect of which security entitlements are pledged hereunder) are and will be issued by an issuer organized under the laws of the United States, any State thereof or the District of Columbia and held in the Collateral Account with the Custodian; *provided* that this representation shall not be deemed to be breached if, at any time, any such securities are issued by an issuer that is not organized under the laws of the United States, any State thereof or the District of Columbia, or by the United States of America, and the parties hereto agree to procedures or amendments hereto necessary to enable Secured Party to maintain a valid and continuously perfected Security Interest in such Collateral, in respect of which Secured Party will have Control, subject to no prior Lien. The parties hereto agree to negotiate in good faith any such procedures or amendments.

(e) Upon (i) in the case of Collateral consisting of investment property (as defined in Section 9-102(a)(49) of the UCC), (A the delivery of such Shares or other securities to Secured Party in accordance with Section 5(a), and (B) in each case, the crediting of such investment property to the Collateral Account, or (iii) in the case of Cash, the crediting of such Cash to the Collateral Account in accordance with Section 5(b), Secured Party will have, in each case, a valid and perfected Security Interest in such Collateral (and additionally, in the case of Collateral consisting of investment property or Cash, Control), subject to no prior Lien.

(f) On each Trade Date (as defined in the related Forward Confirmation) and, subject to Section 4(a), on each date thereafter on which Pledgor delivers or Secured Party otherwise receives Collateral, no registration, recordation or filing with any governmental body, agency or official is required in connection with the execution and delivery of this Pledge Agreement (other than as may be required under Section 13(d) or 16 of the Exchange Act) or necessary for the validity or enforceability hereof or thereof or for the perfection or enforcement of the Security Interests.

(g) Pledgor is a corporation for U.S. federal income tax purposes, and it is a U.S. person for U.S. federal income tax purposes.

Section 4. Certain Covenants of Pledgor. Pledgor agrees that, so long as any Secured Obligation remains outstanding:

(a) Pledgor shall, at the expense of Pledgor and in such manner and form as Secured Party may reasonably require, give, execute, deliver, file and record any financing statement, notice, instrument, document, undated stock or bond powers or other instruments of transfer, agreement or other papers that may in Secured Party's reasonable discretion be necessary or desirable in order (i) to create, preserve, perfect, substantiate or validate any Security Interest granted pursuant hereto, (ii) to create or maintain Control with respect to any such Security Interests in the Collateral or any part thereof as to which a security interest may be perfected by Control under the UCC or (iii) to enable Secured Party to exercise and enforce its rights hereunder with respect to such Security Interest under Section 8, including, without limitation, executing and delivering or causing the execution and delivery of a control agreement in form and substance reasonably satisfactory to Secured Party with respect to the Collateral Account and/or, to the extent that any Collateral (other than cash or cash equivalents) is not held through DTC or another clearing corporation, causing any or all of the Collateral to be transferred of record into the name of Secured Party or its nominee, or (if such asset is a "financial asset" within the meaning of Article 8 of the UCC) the name of Custodian with a simultaneous credit to the Collateral Account. To the extent permitted by applicable law, Pledgor hereby authorizes Secured Party to execute and file, in the name of Pledgor as debtor, UCC financing or continuation statements relating to this Pledge Agreement that Secured Party in its reasonable discretion may deem necessary or desirable to further perfect, or maintain the perfection of, the Security Interest.

(b) Pledgor shall warrant and defend Pledgor's title to the Collateral, subject to the rights of Secured Party, against the claims and demands of all Persons. Secured Party may elect, but without an obligation to do so, to discharge any Lien of any third party on any of the Collateral.

(c) Pledgor agrees that Pledgor shall not change Pledgor's name or identity, its chief executive office, its status, jurisdiction of organization or residence for tax purposes or its type of organizational structure or dissolve, liquidate, or merge with or into any other entity in any manner, unless in any such case (A) Pledgor shall have given Secured Party not less than 30 days' prior written notice thereof, (B) such change shall not cause any of the Security Interests to become unperfected, cause Secured Party to cease to have Control in respect of any of the Security Interests in any Collateral consisting of investment property (as defined in Section 9-102(a)(49) of the UCC) or subject any Collateral to any other Lien or have any adverse effect on the priority of the Secured Party's security interest hereunder and (C) Pledgor remains a U.S. person for U.S. federal income tax purposes.

(d) Pledgor agrees that Pledgor shall not (except pursuant to the Transaction Documents) (i) create or permit to exist any Lien (other than the Security Interests) upon or with respect to the Collateral or any Transfer Restriction (other than any Existing Transfer Restrictions) upon or with respect to the Collateral consisting of Shares, (ii) sell or otherwise dispose of, or grant any option with respect to, any of the Collateral or (iii) enter into or consent to any agreement pursuant to which any Person other than Pledgor, Secured Party and any securities intermediary through whom any of the Collateral is held (but in the case of any such securities intermediary only in respect of Collateral held through it) has or will have Control in respect of any Collateral.

(e) Pledgor shall provide the Custodian with a properly executed Internal Revenue Service Form W-9, or any successor form, for U.S. federal income tax purposes (A) upon the execution of this Pledge Agreement, (B) promptly upon reasonable demand by the Custodian and (C) promptly upon learning that any such document previously provided has become obsolete or incorrect. Pledgor shall provide the Custodian with a properly executed affidavit pursuant to Treasury Regulations Section 1.1445-2(b)(2) certifying that Pledgor is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code (A) promptly upon reasonable demand by the Custodian and (B) promptly upon learning that any such document previously provided has become obsolete or incorrect.

Section 5. Substitution, Maintenance and Administration of the Collateral.

(a) Any delivery by Pledgor of Shares or investment property (as defined in Section 9-102(a)(49) of the UCC) as Collateral to Secured Party shall be effected (i) in the case of such Collateral consisting of Shares or other securities in respect of which security entitlements are held by Pledgor through a securities intermediary (including, without limitation, Secured Party or the Custodian), by the crediting of such Shares or securities, accompanied by any required transfer tax stamps, to a securities account of the Custodian at such securities intermediary or, at the option of the Custodian, at another securities intermediary reasonably satisfactory to the Custodian and Secured Party and the crediting by the Custodian of such Shares or securities to the Collateral Account, or (ii) in the case of any other Collateral, by complying with such alternative delivery instructions as Secured Party shall provide to Pledgor in writing.

(b) Any delivery by Pledgor of Cash as Collateral shall be effected by the delivery and deposit of such Cash to the Collateral Account.

(c) Secured Party may, after the occurrence and during the continuance of a Default Event, cause any or all of the Collateral consisting of certificated Shares pledged hereunder not registered in the name of Secured Party or its nominee to be transferred of record into the name of Secured Party or its nominee. Pledgor shall promptly give to Secured Party copies of any notices or other communications received by Pledgor with respect to Collateral pledged hereunder registered in the name of Pledgor or Pledgor's nominee.

(d) Pledgor agrees that Pledgor shall forthwith upon demand pay to Secured Party:

(i) the amount of any taxes that Secured Party is required to pay with respect to the Collateral (including but not limited to any taxes imposed on Secured Party in its capacity as a withholding agent and any taxes with respect to (x) income earned or distributions with respect to the Collateral or (y) any proceeds or income from the sale, loan or other transfer of any Collateral) or to free any of the Collateral from any Lien thereon; *provided* that Secured Party shall notify Pledgor in writing of the amount of such taxes upon a determination by Secured Party of its intent to pay such taxes prior to the payment thereof. Any such taxes shall not be an "Indemnifiable Tax" for purposes of Section 14 of the Agreement; and

(ii) the amount of any and all reasonable and documented out-of-pocket expenses, including the fees and disbursements of counsel and of any other experts, that Secured Party may reasonably incur in connection with (A) the enforcement of this Pledge Agreement, including such expenses as are incurred to preserve the value of the Collateral and the validity, perfection, rank and value of the Security Interests, (B) the collection, sale or other disposition of any of the Collateral, (C) the exercise by Secured Party of any of the rights conferred upon it hereunder or (D) any Default Event.

Any such amount not paid on demand shall bear interest (computed on the basis of a year of 360 days and payable for the actual number of days elapsed) at the Default Rate (as determined pursuant to the Forward Master Agreement) until paid.

(e) Pledgor hereby acknowledges that during such time as any Collateral is held by Secured Party pursuant to the terms of this Pledge Agreement, Pledgor will not receive periodic account statements from the Custodian with respect to the value thereof.

(f) If, at any time, Pledgor is obligated pursuant to the Transaction Documents to deliver Shares to or at the direction of Secured Party, unless Pledgor shall have otherwise delivered such Shares in respect of such obligation, Secured Party shall be entitled to direct the Custodian to deliver or cause to be delivered to Secured Party or an affiliate of Secured Party designated by Secured Party from the Collateral Account applicable Shares that satisfy the requirements of the applicable Transaction Documents, in whole or partial, as the case may be, satisfaction of Pledgor's obligation to deliver such Shares. Upon any such delivery, Secured Party or such affiliate of Secured Party shall hold such Shares absolutely and free from any claim or right whatsoever (including, without limitation, any claim or right of Pledgor).

(g) Notwithstanding anything to the contrary in this Pledge Agreement or any other Transaction Document, other than as set forth in subsection (f) above or Section 6(c) below, Secured Party shall have no right to rehypothecate, borrow, use or otherwise dispose of the Collateral prior to the occurrence of a Default Event that is continuing.

(h) Unless a Default Event shall have occurred and be continuing, Pledgor shall be entitled, from time to time, to substitute for the Pledged Items, Additions or Substitutions acceptable to Secured Party in its reasonable discretion.

(i) The Custodian hereby subordinates in favor of the Secured Party any and all Liens which the Custodian may now or hereafter have against the Collateral Account or any property credited thereto.

Section 6. Income and Voting Rights in Collateral.

(a) On or after the date hereof, all cash and non-cash proceeds of the Collateral, including, without limitation, any dividends, interest and other distributions on the Collateral (in each case, net of any applicable withholding taxes withheld by the Issuer or any other applicable withholding agent), received by Secured Party or the Custodian shall be credited to the Collateral Account, subject to the Lien created hereunder. Secured Party and Custodian will use commercially reasonable efforts to reduce or eliminate the amount of any such withholding taxes withheld by the Issuer or any other applicable withholding agent; *provided* that it does not result in unreimbursed cost.

(b) Unless a Default Event shall have occurred and be continuing or would occur as a result of payment to Pledgor pursuant to this provision, Secured Party shall direct the Custodian to pay to Pledgor from the Collateral Account any cash dividends or distributions credited to the Collateral Account promptly upon receipt thereof, and such cash dividends or distributions shall be released from the Security Interests hereunder upon such payment.

(c) If Pledgor shall be obligated under the Transaction Documents to deliver or pay any amounts equal to any dividends, interest or other distributions to Secured Party, then if and to the extent that such dividends, interest or other distributions are credited to and remain in the Collateral Account and unless Pledgor shall have otherwise satisfied such obligation, Secured Party shall be entitled to direct the Custodian to pay or deliver to or as directed by Secured Party from the Collateral Account such dividends, interest or other distributions and apply such dividends, interest or other distributions to such obligation of Pledgor.

(d) Any proceeds of the Collateral that are received by Pledgor and that are entitled to be retained as Collateral by the Secured Party under this Pledge Agreement shall be received in trust for the benefit of Secured Party, shall be segregated from other property of Pledgor and shall as soon as reasonably practicable be delivered over to Secured Party to be credited to the Collateral Account to be held as Collateral in the same form as received or otherwise delivered to Secured Party as Secured Party may instruct (with any necessary endorsement).

(e) Pledgor shall have the sole right, at any time and from time to time, to vote and to give consents, ratifications and waivers and exercise any similar rights with respect to the Shares constituting Collateral and the Custodian shall deliver to Pledgor such proxies, powers of attorney, consents, ratifications and waivers in respect of any such Collateral that is registered, or held through a securities intermediary, in the name of Custodian or its nominee as the Pledgor may request for such purpose.

Section 7. Ownership.

(a) Definitions. As used in this Section 7:

"**Beneficial Ownership**" means, in respect of Secured Party, the "beneficial ownership" (within the meaning of Section 13(d)) of outstanding Shares, without duplication, by Secured Party together with any of its Affiliates or other Persons subject to aggregation with Secured Party under Section 13(d) for purposes of "beneficial ownership" or under any Applicable Restriction (as defined below), or by any "group" (within the meaning of Section 13(d)) of which Secured Party is, or is deemed to be, a part (Secured Party and any such Affiliates, Persons and groups, collectively, with respect to such Secured Party, the "**Secured Party Group**") (or, to the extent that, as a result of a change in law, regulation or interpretation after the date hereof, the equivalent calculation for purposes of determining status as a beneficial owner under Section 16 of the Exchange Act and the rules and regulations promulgated thereunder results in a different ownership level, such ownership level).

"**Section 13(d)**" means Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder.

"**Secured Party Person**" means Secured Party or any Secured Party Group (as defined above) or any Person whose ownership position would be aggregated with that of Secured Party or any Secured Party Group.

(b) Ownership Provision.

(i) Notwithstanding any other provision of this Pledge Agreement to the contrary, in no event shall Secured Party be entitled to acquire, receive, vote or exercise any other rights of a secured party in respect of any Collateral to the extent (but only to the extent) that immediately upon giving effect to such acquisition, receipt or exercise of such rights:

A. the Beneficial Ownership by any Secured Party Person of Shares would be equal to or greater than 9.0% of the number of the total outstanding Shares; or

B. Secured Party itself or as part of any group (as such term is defined in Section 13(d) of the Exchange Act) beneficially owns (as defined in the Stockholders Agreement) in excess of 15% of the voting power of the outstanding Shares and Class B Common Stock; or

C. any Secured Party Person under any federal, state or local laws, rules, regulations or regulatory orders or any provisions of the organization documents of Issuer or any agreement to which Pledgor or any Affiliate thereof or Issuer is a party, in each case, (x) applicable to ownership of Shares and (y) as to which Secured Party has delivered irrevocable written notice to Pledgor of its election for this clause (B) to apply ("**Applicable Restrictions**"), would own, beneficially own, constructively own, control, hold the power to vote or otherwise meet a relevant definition of ownership in excess of a number of Shares equal to: (1) the number of Shares that would give rise to any reporting or registration obligation or other requirement (including obtaining prior approval by any Person or entity) of such Secured Party Person or would result in an adverse effect on such Secured Party Person under any Applicable Restriction, as determined by Secured Party in its reasonable discretion, in each case minus (2) 1% of the number of the total outstanding Shares (each of paragraphs (A), (B) or (C) above, an "**Ownership Limitation**").

(ii) The inability of Secured Party to acquire, receive or exercise rights with respect to any Shares constituting Collateral as provided above at any time as a result of an Ownership Limitation shall not preclude Secured Party from taking such action at a later time when no such Ownership Limitation is then existing or would result under this provision. Each Secured Party Person shall not become the record or beneficial owner, or otherwise have any rights as a holder, of any Shares constituting Collateral that Secured Party is not entitled to acquire or receive, or exercise any other rights of a secured party in respect of, at any time pursuant to an Ownership Provision, until such time as Secured Party is not prohibited from acquiring, receiving or exercising such rights in respect thereof under such Ownership Provision, and any such acquisition, receipt or exercise of such rights shall be void and have no effect to the extent (but only to the extent) that Secured Party is so prohibited.

Section 8. Remedies upon Default Events.

(a) If any Default Event shall have occurred and be continuing, Secured Party may exercise all the rights of a secured party under the UCC (whether or not in effect in the jurisdiction where such rights are exercised) and, in addition, without being required to give any notice, except as herein provided or as may be required by mandatory provisions of law, may:

(i) deliver or cause to be delivered to itself or to an affiliate of the Secured Party from the Collateral Account, Collateral consisting of Shares, cash or other assets with a value sufficient to satisfy in full all Secured Obligations then due, whereupon Secured Party or such affiliate shall hold such Shares, cash or other assets absolutely free from any claim or right of whatsoever kind, including any equity or right of redemption of Pledgor that may be waived or any other right or claim of Pledgor, and Pledgor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal that Pledgor has or may have under any law now existing or hereafter adopted; *provided* that, to the extent such Collateral constitute Excess Shares, Secured Party shall not deliver or cause to be delivered such Excess Shares to close out open borrowing positions created in the course of Secured Party's hedging activities in connection with the applicable Forward Transaction;

(ii) sell or cause the sale of any Collateral as may be necessary to generate proceeds sufficient to satisfy in full all Secured Obligations then due, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery, and at such price or prices as Secured Party may deem reasonably satisfactory and Secured Party may be the purchaser, lessee, assignee or recipient of any or all of the Collateral so disposed of at any public sale or at one or more private sales and thereafter hold the same absolutely, free from any claim or right of whatsoever kind, including any right or equity of redemption (statutory or otherwise), of Pledgor;

(iii) demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in exchange for any of the Collateral, and otherwise exercise all of Pledgor's rights with respect to any and all of the Collateral, in its own name, in the name of Pledgor or otherwise; provided that Secured Party shall have no obligation to take any of the foregoing actions; and

(iv) apply any Cash on deposit in the Collateral Account to any Secured Obligation; and

(v) take any combination of the actions described in clauses (i) through (iv) above.

Pledgor covenants and agrees that Pledgor will execute and deliver such documents and take such other action as Secured Party deems reasonably necessary or advisable in order that any such sale or exchange may be made in compliance with law. Upon any such sale Secured Party shall have the right to deliver, assign and transfer to the buyer thereof (which may be the Secured Party) the Collateral so sold. Each buyer at any such sale shall hold the Collateral so sold absolutely and free from any claim or right of whatsoever kind, including any equity or right of redemption of Pledgor that may be waived or any other right or claim of Pledgor, and Pledgor, to the extent permitted by law, hereby specifically waives all rights of redemption, stay or appraisal that Pledgor has or may have under any law now existing or hereafter adopted. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as Secured Party may fix. At any such sale the Collateral may be sold in one lot as an entirety or in separate parcels, as Secured Party may determine. Secured Party shall not be obligated to make any such sale. Secured Party may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for the sale, and such sale may be made at any time or place to which the same may be so adjourned. In case of any sale of all or any part of the Collateral on credit or for future delivery, the Collateral so sold may be retained by Secured Party until the sale price is paid by the buyer thereof, but Secured Party shall not incur any liability in case of the failure of such buyer to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may again be sold upon like notice. Secured Party, instead of exercising the power of sale herein conferred upon it, may proceed by a suit or suits at law or in equity to foreclose the Security Interests and sell the Collateral, or any portion thereof, under a judgment or decree of a court or courts of competent jurisdiction.

(b) Pledgor specifically understands and agrees that any sale by Secured Party of all or part of the Collateral pursuant to the terms of this Pledge Agreement may be effected by Secured Party at times and in manners that could result in the proceeds of such sale being significantly and materially less than might have been received if such sale had occurred at different times or in different manners (including, without limitation, as a result of the provisions of Section 7 hereof). Without limiting the generality of the foregoing, if, in the reasonable opinion of Secured Party, there is a reasonable possibility that a public sale or distribution of any Collateral will violate any state or federal securities law, including without limitation, the Securities Act, Secured Party may (or, to the extent such Collateral constitutes Excess Shares, shall) offer and sell such Collateral in a transaction exempt from registration under the Securities Act, and/or limit purchasers to Qualified Institutional Buyers (as defined in Rule 144A of the Securities Act) and/or who will agree, among other things, to acquire the Collateral for their own account, for investment and not with a view to the distribution or resale thereof, and any such sale made in good faith by Secured Party shall be deemed "commercially reasonable". Furthermore, Pledgor acknowledges that any such restricted or private sales may be at prices and on terms less favorable to Pledgor than those obtainable through a public sale without such restrictions, and agrees such sales shall not be considered to be not commercially reasonable solely because they are so conducted on a restricted or private basis. Pledgor further acknowledges that any specific disclaimer of any warranty of title or the like by Secured Party will not be considered to adversely affect the commercial reasonableness of any sale of Collateral.

Pledgor agrees and acknowledges that the Shares are customarily sold on a recognized market within the meaning of Section 9-610 of the UCC. In the event that a Default Event shall have occurred and be continuing and Secured Party shall desire to exercise any of its rights and remedies with respect to the Collateral, as provided above or otherwise available to it under the UCC, at law or in equity, as contemplated by Section 9-603 of the UCC, the parties hereto agree, to the extent permitted by applicable law, to the standards set forth herein for measuring the fulfillment of the obligations of Secured Party and the rights of Pledgor under the UCC. In the event that notification of disposition of the Collateral is required by applicable law (it being acknowledged and agreed that no such notice shall be required if the Collateral threatens to decline speedily in value or is of a type customarily sold on a recognized market), the parties hereto agree that notice sent to each of the Persons specified in Section 9-611(e) of the UCC prior to (x) the date of any proposed public sale of the Collateral or (y) the date on or after which Secured Party intends to conduct a private sale of Collateral, shall constitute a reasonable time for such notice; provided that, if Secured Party fails to comply with this sentence in any respect, its liability for such failure shall be limited to the liability (if any) imposed on it as a matter of law under the UCC.

In the event that Secured Party determines to sell Shares constituting Collateral in a sale that is a public sale for purposes of the UCC, the parties hereto agree that posting of notice of such sale, such notice to describe the Collateral being sold and the time and place of the sale as described below, through the Bloomberg Professional service or any other comparable on-line service widely used by sophisticated equity traders and/or investors after the close of trading on the Exchange on the day of, but prior to, such sale shall constitute sufficient public notice of any such sale and that no notice thereof in any newspaper or other written publication shall be required. The parties hereto agree that notification of the time and method of a sale of the Collateral conducted in such a manner shall constitute sufficient notice of the time and place of the public sale for purposes of the UCC. Any disposition pursuant to the foregoing procedures shall be deemed to be a public disposition for purposes of the UCC even if Secured Party is the only Person who submits a bid for the Collateral.

Pledgor hereby (A) acknowledges that, with respect to Shares constituting Collateral, selling or otherwise disposing of the Collateral in accordance with the restrictions and other provisions set forth in this Section 8(b) may result in prices and terms less favorable to Secured Party than those that could be obtained by selling or otherwise disposing of Collateral in a single transaction to a single purchaser and (B) agrees and acknowledges that no method of sale or other disposition of Collateral shall be deemed commercially unreasonable solely because of the restrictions set forth in this Section 8(b). Secured Party may purchase the Collateral for its own account at any public disposition within the meaning of the UCC. Pledgor further acknowledges that to the extent Secured Party exercises any of its rights or remedies through any bulk sale or private sale, (x) such bulk sale or private sale may result in a lower sale price than would be obtainable through a public sale and (y) such bulk sale or private sale shall not be considered to be not commercially reasonable solely because it is conducted as a bulk or private sale or results in a lower sale price than would be obtainable through a public sale.

(c) Pledgor hereby irrevocably appoints Secured Party Pledgor’s true and lawful attorney, with full power of substitution, in the name of Pledgor, Secured Party or otherwise, for the sole use and benefit of Secured Party, but at the expense of Pledgor, to the extent permitted by law, to exercise, at any time and from time to time while a Default Event has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral to the extent necessary to satisfy in full all Secured Obligations that are then due:

(i) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due upon or by virtue thereof;

(ii) to settle, compromise, compound, prosecute or defend any action or proceeding in respect thereof;

(iii) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if Secured Party were the absolute owner thereof (including, without limitation, the giving of instructions and entitlement orders in respect thereof); and

(iv) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

(d) Upon any delivery or sale of all or any part of any Collateral made either under the power of delivery or sale given hereunder or under judgment or decree in any judicial proceedings for foreclosure or otherwise for the enforcement of this Pledge Agreement, Secured Party is hereby irrevocably appointed the true and lawful attorney of Pledgor, in the name and stead of Pledgor, to make all necessary deeds, bills of sale, instruments of assignment, transfer or conveyance of the property, and all instructions and entitlement orders in respect of the property, thus delivered or sold. For that purpose Secured Party may execute all such documents, instruments, instructions and entitlement orders. This power of attorney shall be deemed coupled with an interest, and Pledgor hereby ratifies and confirms that which Pledgor's attorney acting under such power, or such attorney's successors or agents, shall lawfully do by virtue of this Pledge Agreement. If reasonably requested by Secured Party or by any buyer of the Collateral or a portion thereof, Pledgor shall further ratify and confirm any such delivery or sale by executing and delivering to Secured Party or to such buyer or buyers at the expense of Pledgor all proper deeds, bills of sale, instruments of assignment, conveyance or transfer, releases, instructions and entitlement orders as may be designated in any such request.

(e) If a Default Event shall have occurred and be continuing, Secured Party may proceed to realize upon the Security Interests in the Collateral against any one or more of the types of Collateral, at any time, as Secured Party shall determine in its sole discretion subject to the foregoing provisions of this Section 8. The proceeds of any sale of, or other realization upon, or other receipt from, any of the Collateral shall be applied by Secured Party in the following order of priorities:

first, to the payment to Secured Party of the reasonable expenses of such sale or other realization, including reasonable compensation to the agents and counsel of Secured Party, and all expenses, liabilities and advances incurred or made by Secured Party in connection therewith, including brokerage fees in connection with the sale by Secured Party of any Collateral, and any expenses described in Section 5(d);

second, to the payment to Secured Party of the aggregate amount (or the value of any delivery or other performance) owed by Pledgor to Secured Party under the Secured Obligations that are then due; and

finally, if all of the Secured Obligations have been fully discharged or sufficient funds have been set aside by Secured Party at the request of Pledgor for the discharge thereof, any remaining proceeds shall be released to Pledgor.

Section 9. Netting. If on any date, cash would otherwise be payable pursuant to the Transaction Documents or this Pledge Agreement, by Secured Party to Pledgor and by Pledgor to Secured Party, then, on such date, each such party's obligation to make such payment will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one such party exceeds the aggregate amount that would otherwise have been payable by the other such party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

Section 10. Miscellaneous.

(a) To the extent permitted by law, the unenforceability or invalidity of any provision or provisions of this Pledge Agreement shall not render any other provision or provisions herein contained unenforceable or invalid.

(b) Any provision of this Pledge Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by Pledgor and Secured Party or, in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

(c) All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard forms of telecommunication.

Notices to Pledgor shall be directed to Pledgor at:

GE Oil & Gas US Holdings I, Inc.
c/o General Electric Company
5 Necco Street
Boston, Massachusetts 02210
Attn: John Godsman and Michael Buckner
Telephone: [***] and [***]
Email: [***] and [***]

Notices to Secured Party or Custodian shall be directed to it at:

388 Greenwich Street, 8th Floor
New York, NY 10013
Attn: Equity Derivatives
Telephone: [***]
Email: [***], [***], [***]

with a copy to:

390 Greenwich Street, 3rd Floor
New York, NY 10013
Attn: Dustin Sheppard – Equity Derivatives Operations
Telephone: [***]
Email: [***], [***]

(d) The parties hereto agree and acknowledge that at all times up to and including the date of an exchange pursuant to a Default Event, the Pledgor shall be treated as the owner of the Collateral for U.S. federal income and applicable state tax purposes and it shall (i) report all items of income, gain, loss or deductions with respect to the Collateral in accordance with applicable law and (ii) be solely responsible for the payment of income taxes in respect of the Collateral or any income derived therefrom, or any other taxes in respect of the Collateral imposed on Pledgor or its direct or indirect owners.

(e) THIS PLEDGE AGREEMENT AND ALL MATTERS ARISING OUT OF OR RELATING HERETO SHALL IN ALL RESPECTS BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK (WITHOUT REFERENCE TO CHOICE OF LAW DOCTRINE); PROVIDED THAT AS TO COLLATERAL LOCATED IN ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK, SECURED PARTY SHALL HAVE, IN ADDITION TO ANY RIGHTS UNDER THE LAW OF THE STATE OF NEW YORK, ALL OF THE RIGHTS TO WHICH A SECURED PARTY IS ENTITLED UNDER THE LAW OF SUCH OTHER JURISDICTION. THE PARTIES HERETO HEREBY AGREE THE CUSTODIAN'S JURISDICTION, WITHIN THE MEANING OF SECTION 8-110(e) OF THE UCC, INSOFAR AS IT ACTS AS A SECURITIES INTERMEDIARY HEREUNDER OR IN RESPECT HEREOF, IS THE STATE OF NEW YORK. As permitted by Article 4 of the Hague Convention on the Law Applicable to Certain Rights in Respect of Securities Held with an Intermediary (the "Hague Convention"), the parties hereto agree that the law of the State of New York shall govern the Collateral Account and the issues specified in Article 2(1) of the Hague Convention. The provisions of the immediately preceding sentence shall be construed as an amendment to any other account agreement governing the Collateral Account. As of the date hereof, the Custodian represents that it has an office in the United States which satisfies the requirements of clauses (1) and (2) of Article 4 of the Hague Convention.

(f) **EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN THE BOROUGH OF MANHATTAN, IN THE CITY OF NEW YORK IN ANY SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS PLEDGE AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREBY OR THE TRANSACTION DOCUMENTS, TO THE EXTENT PERMITTED BY APPLICABLE LAW. EACH PARTY IRREVOCABLY WAIVES ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, WHICH SUCH PARTY MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION IN RESPECT OF THIS PLEDGE AGREEMENT OR OTHER DOCUMENT RELATED HERETO. EACH PARTY WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY THE LAW OF SUCH STATE.**

(g) **EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS PLEDGE AGREEMENT, ANY TRANSACTION CONTEMPLATED HEREBY, THE TRANSACTION DOCUMENTS OR THE ACTIONS OF THE PARTIES OR THEIR RESPECTIVE AFFILIATES IN THE NEGOTIATION, PERFORMANCE OR ENFORCEMENT HEREOF OR THEREOF.**

(h) This Pledge Agreement may be executed, acknowledged and delivered in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same agreement.

(i) The parties hereto agree and acknowledge that this Pledge Agreement shall be a "Credit Support Document" (as defined in each of the Forward Master Agreement) under the Transaction Documents with respect to Pledgor and for purposes of Section 5(a)(iii)(1) of the Forward Master Agreement, an Event of Default will exist with respect to the Pledgor if:

(i) Pledgor fails to make the required delivery under Section 2(b) or Section 6(d) and that failure continues for two Local Business Days after notice of that failure is given to Pledgor; or

(ii) Pledgor fails to comply with or perform any agreement or obligation other than those specified in clause (i) above and that failure continues for 30 days after notice of that failure is given to Pledgor.

(j) The parties hereto intend that (A) Secured Party is a "financial institution" and "financial participant" within the meaning of Sections 101(22) and 101(22A) of the Bankruptcy Code, (B) each of the Forward Confirmations is a "securities contract" as defined in Section 741(7) of the Bankruptcy Code, with respect to which each payment and delivery thereunder or in connection therewith is a "settlement payment" and a "transfer" within the meaning of Sections 546(e) and 548(d) of the Bankruptcy Code, (C) this Pledge Agreement is a "security agreement or arrangement" or other "credit enhancement" that forms a part of and is related to such "securities contract" within the meaning of Section 362(b) of the Bankruptcy Code, (D) the rights given to Secured Party under this Pledge Agreement, under the Forward Confirmations, and the Forward Master Agreement upon the occurrence of an Event of Default (as defined in the Forward Master Agreement) with respect to the other party constitute "contractual rights" to cause the liquidation, termination or acceleration of, and to offset or net out termination values, payment amounts and other transfer obligations under or in connection with a "securities contract" and "contractual rights" under a security agreement or arrangement forming a part of or related to a "securities contract" as such terms are used in Sections 555, 561 and 362(b)(6) of the Bankruptcy Code, and (E) Secured Party is entitled to the protections afforded by, among other sections, Sections 362(b)(6), 362(o), 546(e), 548(d)(2), 555 and 561 of the Bankruptcy Code.

(k) Neither Pledgor nor Secured Party may assign its rights or obligations under this Pledge Agreement, except in accordance with the Forward Master Confirmation, and any purported assignment other than in compliance with the Forward Master Confirmation shall be void and of no effect.

Section 11. Service of Process. Pledgor irrevocably consents to service of process given in the manner provided for notices in Section 10(c).

Section 12. Continuing Security Interest. This Pledge Agreement shall create a continuing security interest in the Collateral and shall (i) remain in full force and effect until the payment and performance in full of the Secured Obligations; (ii) be binding upon Pledgor, Secured Party, and their respective successors, transferees and assigns and (iii) inure to the benefit of, and be enforceable by, Pledgor, Secured Party and their respective successors, transferees and assigns.

Section 13. Termination of Pledge Agreement. This Pledge Agreement and the rights granted by Pledgor in the Collateral shall cease and terminate upon satisfaction in full of all of the Secured Obligations. Any Collateral remaining at the time of such termination shall be fully released and discharged from the Security Interests and delivered to Pledgor by Secured Party, all at the request and expense of Pledgor. In addition, so long as no Default Event has occurred and is continuing, Secured Party shall, at the request of Pledgor, promptly release and discharge from the Security Interests Shares to the extent the aggregate number of Shares constituting Collateral exceed the aggregate Base Number for all Forward Transactions outstanding at such time that relate to Shares; *provided* that Pledgor hereby irrevocably instructs Secured Party to deliver all such released Shares to Issuer or its transfer agent to facilitate the registration of such released Shares on the books and records or Issuer or its transfer agent in the name of Pledgor with any appropriate restrictive legends as deemed necessary by the Issuer or its transfer agent.

IN WITNESS WHEREOF, the parties have signed this Pledge Agreement as of the date and year first above written.

PLEDGOR:

GE OIL & GAS US HOLDINGS I, INC.

By: /s/ Robert M. Giglietti
Name: Robert M. Giglietti
Title: Vice President & Treasurer

SECURED PARTY:

CITIBANK, N.A.

By: /s/ Eric Natelson
Name: Eric Natelson
Title: Authorized Signatory

CUSTODIAN (solely with respect to Sections 2(d), 4(a), 4(f), 5(a), 5(e), 5(f), 5(i), 6(a), 6(b), 6(c), 6(e), 10(e) and 13 hereof):
CITIGROUP GLOBAL MARKETS INC.

By: /s/ Eric Natelson
Name: Eric Natelson
Title: Authorized Signatory