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

**FORM 8-K**

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

Date of Report (Date of earliest event reported): December 11, 2017

**BAKER HUGHES, A  
GE COMPANY**

**BAKER HUGHES, A  
GE COMPANY, LLC**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State of  
Incorporation)

**1-38143**  
(Commission  
File No.)

**81-4403168**  
(I.R.S. Employer  
Identification No.)

**Delaware**  
(State of  
Incorporation)

**1-09397**  
(Commission  
File No.)

**76-0207995**  
(I.R.S. Employer  
Identification No.)

**17021 Aldine Westfield Road  
Houston, Texas 77073**

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

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

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

Emerging growth company

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

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## Item 1.01. Entry into a Material Definitive Agreement.

On December 11, 2017, Baker Hughes, a GE company, LLC (“BHGE LLC,” “we” or “our”), a subsidiary of Baker Hughes, a GE company (“BHGE”), completed the previously announced private placement of \$3,950,000,000 aggregate principal amount of its senior notes, consisting of \$1,250,000,000 aggregate principal amount of its 2.773% senior notes due 2022 (the “2022 Notes”), \$1,350,000,000 aggregate principal amount of its 3.337% senior notes due 2027 (the “2027 Notes”) and \$1,350,000,000 aggregate principal amount of its 4.080% senior notes due 2047 (the “2047 Notes, and, together with the 2022 Notes and the 2027 Notes, the “Notes”). Baker Hughes Co-Obligor, Inc. (the “Co-Obligor” and, together with BHGE LLC, the “Issuers”) is a co-obligor of the Notes.

The Notes were offered and sold to qualified institutional buyers pursuant to Rule 144A under the Securities Act of 1933, as amended (the “Securities Act”), and to certain non-U.S. persons outside the United States under Regulation S under the Securities Act. The Notes have not been and will not be registered under the Securities Act, or the securities laws of any state or other jurisdiction, and, unless so registered, may not be offered or sold in the United States absent registration or an applicable exemption from the registration requirements of the Securities Act and applicable state securities laws.

BHGE LLC intends to use the net proceeds from the offering of the Notes to: (1) purchase, pursuant to its previously announced tender offers for any and all of its or its subsidiaries’ outstanding 7.50% senior notes due 2018 and 6.00% senior notes due 2018 (together, the “2018 Notes”), the 2018 Notes that are validly tendered, (2) purchase up to \$175 million in aggregate purchase price of its or its subsidiaries’ outstanding 8.550% debentures due 2024 and 6.875% notes due 2029 that are validly tendered, (3) redeem (or cause the applicable issuer to redeem) any remaining 2018 Notes not purchased in the tender offers in accordance with the relevant indentures, and (4) pay the related transaction fees and expenses. BHGE LLC intends to use any remaining net proceeds from the offering of the Notes for general corporate purposes, which may include purchases of BHGE LLC’s common units from BHGE and General Electric Company in connection with the share repurchase authorization announced by BHGE on November 6, 2017.

The 2022 Notes will mature on December 15, 2022, the 2027 Notes will mature on December 15, 2027 and the 2047 Notes will mature on December 15, 2047, with interest payable on each series of Notes semi-annually on June 15 and December 15 of each year, beginning on June 15, 2018.

The Notes are senior unsecured obligations and rank equal in right of payment to all of the applicable Issuer’s existing and future senior indebtedness; senior in right of payment to any future subordinated indebtedness of the applicable Issuer; and effectively junior to the applicable Issuer’s future secured indebtedness, if any. The Notes are structurally subordinated to all existing and future indebtedness and all other obligations of the applicable Issuer’s subsidiaries.

BHGE LLC may redeem, at its option, all or part of the 2022 Notes at any time prior to November 15, 2022 (the date one month prior to their stated maturity), all or part of the 2027 Notes at any time prior to September 15, 2027 (the date three months prior to their stated maturity) and all or part of the 2047 Notes at any time prior to June 15, 2047 (the date six months prior to their stated maturity), each at the applicable make-whole redemption price plus accrued and unpaid interest to the date of redemption. BHGE LLC may redeem, at its option, all or part of the 2022 Notes on or after November 15, 2022, all or part of the 2027 Notes on or after September 15, 2027 and all or part of the 2047 Notes on or after June 15, 2047, each at the principal amount thereof plus accrued and unpaid interest to the date of redemption.

The terms of the Notes are governed by an Indenture dated as of October 28, 2008 (the “Base Indenture”), between Baker Hughes Incorporated (“BHI”) (as predecessor to BHGE LLC) and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”), as amended and supplemented by the Second Supplemental Indenture dated as of July 3, 2017 (the “Second Supplemental Indenture”), among BHGE LLC, the Co-Obligor and the Trustee, as further amended and supplemented by the Third Supplemental Indenture, dated as of December 11, 2017, among BHGE LLC, the Co-Obligor and the Trustee (the “Third Supplemental Indenture”).

The Base Indenture was filed with the Securities and Exchange Commission (the “Commission”) as Exhibit 4.1 to BHI’s Current Report on Form 8-K on October 29, 2008 and is incorporated into this Item 1.01 by reference, the Second Supplemental Indenture was filed with the Commission as Exhibit 4.1 to BHGE LLC’s Current Report on Form 8-K12B on July 3, 2017 and is incorporated into this Item 1.01 by reference and the Third Supplemental Indenture, including the forms of the Notes, is filed herewith as Exhibit 4.3 and incorporated into this Item 1.01 by reference. The descriptions of the Base Indenture, the Second Supplemental Indenture and the Third Supplemental Indenture contained herein are qualified in their entirety by the full text of such exhibits.

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Also on December 11, 2017, the Issuers entered into a Registration Rights Agreement (the “Registration Rights Agreement”) with Morgan Stanley & Co. LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Deutsche Bank Securities Inc., as representatives of the several initial purchasers, in connection with the Company’s private placement of the Notes.

Under the Registration Rights Agreement, the Issuers agreed to file a registration statement with the Commission with respect to an offer to exchange the Notes for substantially identical notes (except that the exchange notes will not contain terms with respect to transfer restrictions or payment of additional interest) that are registered under the Securities Act and the Issuers agreed to use their reasonable best efforts to cause the exchange offer registration statement to become effective and complete the exchange offer by December 11, 2018. The Issuers will be obligated to pay additional interest if they fail to comply with their obligations to register the Notes within the specified time periods.

The Registration Rights Agreement is filed herewith as Exhibit 10.1 and is incorporated herein by reference. The description of the Registration Rights Agreement contained herein is qualified in its entirety by the full text of such exhibit.

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

The disclosures above under 1.01 of this Current Report on Form 8-K are also responsive to Item 2.03 of this Current Report on Form 8-K and are hereby incorporated by reference into this Item 2.03.

#### **Item 8.01. Other Events.**

On December 11, 2017, BHGE announced the expiration and results of cash tender offers by BHGE LLC for any and all of the 2018 Notes and the purchase of the 2018 Notes validly tendered in the tender offers. A copy of the related news release is attached to this Current Report on Form 8-K as Exhibit 99.1 and is incorporated by reference herein.

In addition, on December 11, 2017, BHGE LLC and its wholly owned subsidiary Western Atlas Holdings LLC issued notices of redemption for any 2018 Notes not purchased in the tender offers for redemption on January 10, 2018 in accordance with the applicable indenture provisions.

This Current Report on Form 8-K does not constitute a notice of redemption for the 2018 Notes. This Current Report on Form 8-K does not constitute an offer to sell, or a solicitation of an offer to buy, any security. No offer, solicitation, or sale will be made in any jurisdiction in which such an offer, solicitation, or sale would be unlawful.

#### **Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit No.</b>	<b>Description</b>
Exhibit 4.1	Indenture, dated October 28, 2008, between Baker Hughes Incorporated (as predecessor to Baker Hughes, a GE company, LLC) and The Bank of New York Mellon Trust Company, N.A., as trustee (incorporated by reference to Exhibit 4.1 to Baker Hughes Incorporated’s Current Report on Form 8-K filed on October 29, 2008)
Exhibit 4.2	Second Supplemental Indenture, dated July 3, 2017, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee (incorporated by reference to Exhibit 4.1 to Baker Hughes, a GE company, LLC’s Current Report on Form 8-K12B filed on July 3, 2017)
Exhibit 4.3	Third Supplemental Indenture, dated December 11, 2017, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc. and The Bank of New York Mellon Trust Company, N.A., as Trustee (including the forms of 2.773% senior notes due 2022, 3.337% senior notes due 2027 and 4.080% senior notes due 2047)
Exhibit 10.1	Registration Rights Agreement, dated December 11, 2017, among Baker Hughes, a GE company, LLC, Baker Hughes Co-Obligor, Inc. and Morgan Stanley & Co. LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Deutsche Bank Securities Inc., as representatives of the several initial purchasers
Exhibit 99.1	News Release dated December 11, 2017

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## EXHIBIT INDEX

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**BAKER HUGHES, A GE COMPANY, LLC**

**BAKER HUGHES CO-OBLIGOR, INC.**

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**THIRD SUPPLEMENTAL INDENTURE**

**Dated as of December 11, 2017**

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**to the**

**INDENTURE**

**Dated as of October 28, 2008**

**between**

**BAKER HUGHES INCORPORATED**

**and**

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

**as Trustee**

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THIRD SUPPLEMENTAL INDENTURE, dated as of December 11, 2017 (this “**Third Supplemental Indenture**”), to the indenture dated as of October 28, 2008 (the “**Original Indenture**”), as supplemented by the Second Supplemental Indenture dated July 3, 2017 (the “**Second Supplemental Indenture**”), between Baker Hughes, a GE company, LLC, a Delaware limited liability company (the “**Company**”), Baker Hughes Co-Obligor, Inc. (the “**Co-Obligor**”, and, together with the Company, the “**Issuers**”) and The Bank of New York Mellon Trust Company, N.A. (the “**Trustee**”).

WHEREAS, Baker Hughes Incorporated (the predecessor to the Company, “**BHI**”) and the Trustee have heretofore executed and delivered the Original Indenture to provide for the issuance from time to time of Securities (as defined in the Original Indenture) of BHI, to be issued in one or more series;

WHEREAS, Sections 201, 301, 901(2), 901(5) and 901(7) of the Original Indenture provide that BHI and the Trustee may, without the consent of any Holders (as defined in the Original Indenture) of Securities, enter into indentures supplemental to the Original Indenture for the purpose of establishing the form and terms of Securities of any series, adding, changing or eliminating provisions of the Original Indenture (subject to certain limitations provided therein) and adding to the covenants of BHI for the benefit of such series;

WHEREAS, the Company and Co-Obligor entered into the Second Supplemental Indenture pursuant to which the Company succeeded to rights and obligations of BHI and the Company and Co-Obligor agreed to be jointly and severally liable with respect to the obligations of the Company under the Indenture;

WHEREAS, (i) the Company desires to issue three separate series of Securities to be designated as hereinafter provided, (ii) the Co-Obligor desires to serve as co-issuer of such Securities and (iii) the Company has requested the Trustee to enter into this Third Supplemental Indenture for the purpose of establishing the form and terms of each series of Securities and adding to the covenants of the Issuers for the benefit of each series; and

WHEREAS, the Issuers have duly authorized the creation of each series of Notes (as defined below) of the tenor and amount hereinafter set forth;

NOW, THEREFORE, for and in consideration of the premises and the covenants and agreements contained herein, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties hereto agree as follows:

## ARTICLE I

### Definitions

(a) Unless otherwise defined or included for the series of Notes established hereby, capitalized terms used herein and not otherwise defined herein shall have the respective meanings ascribed thereto in the Original Indenture. Nothing in this Article I is intended to be an amendment to the Original Indenture.

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(b) The rules of interpretation set forth in Section 1.01 of the Original Indenture shall be applied hereto as if set forth in full herein.

(c) For all purposes of this Third Supplemental Indenture, except as otherwise expressly provided or unless the context otherwise requires, the following terms shall have the following respective meanings (such meanings shall apply equally to both the singular and plural forms of the respective terms):

**“144A Global Security”** means a Global Security substantially in the form of Exhibit A, Exhibit B or Exhibit C hereto, as applicable, bearing the Global Security Legend and the Private Placement Legend, that has the Schedule of Exchanges of Interests in the Global Security attached thereto, and that is deposited with or on behalf of, and registered in the name of, the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes initially sold in reliance on Rule 144A.

**“2022 Additional Securities”** means any 2022 Notes issued from time to time after the Issue Date under the terms of this Third Supplemental Indenture (other than pursuant to Sections 304, 305, 306, 906 or 1107 of the Original Indenture or Article IV of this Third Supplemental Indenture and other than the 2022 Initial Securities or the 2022 Exchange Securities) in accordance with Section 2.08, as part of the same series as the 2022 Initial Securities and any 2022 Exchange Securities then outstanding.

**“2022 Exchange Securities”** means 2022 Notes issued in an exchange offer for 2022 Initial Securities or 2022 Additional Securities in accordance with a Registration Rights Agreement.

**“2022 Initial Securities”** has the meaning specified in Section 2.02. The 2022 Initial Securities constitute the 2022 Notes issued on the date hereof.

**“2022 Notes”** means the 2.773% Senior Notes due 2022 of the Issuers issued pursuant to the Indenture and shall include the 2022 Initial Securities and any 2022 Exchange Securities or 2022 Additional Securities authenticated and delivered in accordance with Section 2.02.

**“2022 Par Call Date”** means November 15, 2022.

**“2027 Additional Securities”** means any 2027 Notes issued from time to time after the Issue Date under the terms of this Third Supplemental Indenture (other than pursuant to Sections 304, 305, 306, 906 or 1107 of the Original Indenture or Article IV of this Third Supplemental Indenture and other than the 2027 Initial Securities or the 2027 Exchange Securities) in accordance with Section 2.08, as part of the same series as the 2027 Initial Securities and any 2027 Exchange Securities then outstanding.

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“**2027 Exchange Securities**” means 2027 Notes issued in an exchange offer for 2027 Initial Securities or 2027 Additional Securities in accordance with a Registration Rights Agreement.

“**2027 Initial Securities**” has the meaning specified in Section 2.02. The 2027 Initial Securities constitute the 2027 Notes issued on the date hereof.

“**2027 Notes**” means the 3.337% Senior Notes due 2027 of the Issuers issued pursuant to the Indenture and shall include the 2027 Initial Securities and any 2027 Exchange Securities or 2027 Additional Securities authenticated and delivered in accordance with Section 2.02.

“**2027 Par Call Date**” means September 15, 2027.

“**2047 Additional Securities**” means any 2047 Notes issued from time to time after the Issue Date under the terms of this Third Supplemental Indenture (other than pursuant to Sections 304, 305, 306, 906 or 1107 of the Original Indenture or Article IV of this Third Supplemental Indenture and other than the 2047 Initial Securities or the 2047 Exchange Securities) in accordance with Section 2.08, as part of the same series as the 2047 Initial Securities and any 2047 Exchange Securities then outstanding.

“**2047 Exchange Securities**” means 2047 Notes issued in an exchange offer for 2047 Initial Securities or 2047 Additional Securities in accordance with a Registration Rights Agreement.

“**2047 Initial Securities**” has the meaning specified in Section 2.02. The 2047 Initial Securities constitute the 2047 Notes issued on the date hereof.

“**2047 Notes**” means the 4.080% Senior Notes due 2047 of the Issuers issued pursuant to the Indenture and shall include the 2047 Initial Securities and any 2047 Exchange Securities or 2047 Additional Securities authenticated and delivered in accordance with Section 2.02.

“**2047 Par Call Date**” means June 15, 2047.

“**Additional Interest**” means, with respect to any Notes, the additional or special interest thereon, if any, required by the Registration Rights Agreement applicable to such Notes. All references in this Third Supplemental Indenture or the Notes to “interest” shall be deemed to include Additional Interest unless the context otherwise requires.

“**Additional Securities**” means the 2022 Additional Securities, the 2027 Additional Securities and the 2047 Additional Securities.

“**Agent**” means any Security Registrar or Paying Agent.

“**Attributable Debt**” means, with respect to any Sale and Leaseback Transaction, as of the time of determination, the total obligation, discounted to present value at the annual rate equal to the discount rate which would be applicable to a capital lease obligation with a similar term in accordance with GAAP, of a lessee for rental payments (other than amounts required to be paid on account of property taxes, maintenance, repairs, insurance, water rates and other items which do not constitute payments for property rights) during the remaining portion of the initial term of the lease with respect to such Sale and Leaseback Transaction.

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“**Clearstream**” means Clearstream Banking S.A. or any successor securities clearing agency.

“**Comparable Treasury Issue**” means, with respect to the applicable series of Notes, the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of such Notes to be redeemed (assuming, for this purpose, that such Notes matured on the applicable Par Call Date) that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Notes.

“**Comparable Treasury Price**” means with respect to any Redemption Date for any Notes (i) the average of four Reference Treasury Dealer Quotations for that Redemption Date, after excluding the highest and lowest such Reference Treasury Dealer Quotations, or (ii) if the Trustee obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

“**Consolidated Net Worth**” means the amount of total equity shown in the Company’s most recent quarterly statement of financial position.

“**Definitive Security**” means a certificated Note registered in the name of the Holder thereof and issued in accordance with Article IV, substantially in the form of Exhibit A, Exhibit B or Exhibit C hereto, as applicable, except that such Note shall not bear the Global Security Legend and shall not have the “Schedule of Exchanges of Interests in the Global Security” attached thereto.

“**Euroclear**” means Euroclear Bank N.V./S.A. or any successor securities clearance agency.

“**Exchange Offer Registration Statement**” means a registration statement of the Issuers relating to any offer to exchange Securities for either Initial Securities or Additional Securities pursuant to a Registration Rights Agreement.

“**Exchange Securities**” means the 2022 Exchange Securities, the 2027 Exchange Securities and the 2047 Exchange Securities.

“**Exchanging Dealer**” means a broker-dealer that exchanges Notes in a Registered Exchange Offer that it has acquired for its own account as a result of market making activities or other trading activities.

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“**Global Securities**” means, individually and collectively, each of the Restricted Global Securities and the Unrestricted Global Securities.

“**Global Security Legend**” means the legend set forth in Section 4.07(c) which is required to be placed on all Global Securities issued under this Third Supplemental Indenture.

“**Indenture**” means the Original Indenture as supplemented by the Second Supplemental Indenture and this Third Supplemental Indenture, as any of the foregoing may be amended or supplemented from time to time in accordance with the terms thereof or hereof, including the provisions of the Trust Indenture Act that are deemed to be a part thereof or hereof.

“**Independent Investment Banker**” means one of the Reference Treasury Dealers appointed by the Trustee after consultation with the Company.

“**Indirect Participant**” means a Person who holds a beneficial interest in a Global Security through a Participant.

“**Initial Purchasers**” means, with respect to the Initial Securities, the initial purchasers named in the Purchase Agreement, as initial purchasers of the Initial Securities in the Offering.

“**Initial Securities**” has the meaning specified in Section 2.02. The Initial Securities constitute the Notes issued on the date hereof.

“**Issue Date**” means December 11, 2017, the first date on which the Notes are issued under this Third Supplemental Indenture.

“**Letter of Transmittal**” means the letter of transmittal prepared by the Issuers and sent to all Holders of Initial Securities or Additional Securities, as the case may be, for use by such Holders in connection with a Registered Exchange Offer.

“**Non-U.S. Person**” means a Person who is not a U.S. Person.

“**Notes**” means the 2022 Notes, the 2027 Notes and the 2047 Notes.

“**Offering**” means the offering of the Initial Securities pursuant to the Offering Memorandum.

“**Offering Memorandum**” means the final Offering Memorandum of the Issuers, dated December 6, 2017, relating to the Offering.

“**Par Call Date**” means each of the 2022 Par Call Date, the 2027 Par Call Date and the 2047 Par Call Date.

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“**Participant**” means, with respect to the Depository, Euroclear or Clearstream, a Person who has an account with the Depository, Euroclear or Clearstream, respectively (and, with respect to DTC, shall include Euroclear and Clearstream).

“**Principal Property**” means any real property, manufacturing plant, warehouse, office building or other physical facility, or any item of marine, transportation or construction equipment or other like depreciable assets of the Company or of any Restricted Subsidiary, whether owned at or acquired after December 11, 2017, unless, in the opinion of the Board of Directors, such plant or facility or other asset is not of material importance to the total business conducted by the Company and its Restricted Subsidiaries taken as a whole.

“**Private Placement Legend**” means the legend set forth in Section 4.07(a) which is required to be placed on all Notes issued under this Third Supplemental Indenture except where otherwise permitted by the provisions of this Third Supplemental Indenture.

“**Purchase Agreement**” means the Purchase Agreement, dated December 6, 2017, among the Issuers and the Initial Purchasers.

“**QIB**” means a “qualified institutional buyer” as defined in Rule 144A.

“**Reference Treasury Dealer**” means each of Morgan Stanley & Co. LLC, Barclays Capital Inc., Citigroup Global Markets Inc. and Deutsche Bank Securities Inc.; provided, however, that if any of the foregoing shall cease to be a primary U.S. Government securities dealer in the United States (a “**Primary Treasury Dealer**”), the Company shall substitute therefor another Primary Treasury Dealer.

“**Reference Treasury Dealer Quotations**” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Trustee, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Trustee by that Reference Treasury Dealer at 5:00 p.m. (New York City time) on the third Business Day preceding that Redemption Date.

“**Registered Exchange Offer**” means an offer to exchange Securities for either Initial Securities or Additional Securities pursuant to an Exchange Offer Registration Statement as required by a Registration Rights Agreement.

“**Registration Rights Agreement**” means, with respect to the Initial Securities, the Registration Rights Agreement, dated as of the Issue Date, among the Issuers and the Initial Purchasers, or any similar registration rights agreement with respect to Additional Securities.

“**Regulation S**” means Regulation S promulgated under the Securities Act, as such may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

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**“Regulation S Global Security”** means a permanent Global Security substantially in the form of Exhibit A, Exhibit B or Exhibit C hereto, as applicable, bearing the Global Security Legend and the Private Placement Legend, that has the Schedule of Exchanges of Interests in the Global Security attached thereto, and that is deposited with or on behalf of, and registered in the name of, the Depositary or its nominee, issued in a denomination equal to the outstanding principal amount of the Notes initially sold in reliance on Rule 903 of Regulation S.

**“Resale Restriction Termination Date”** means with respect to any Notes, (x) in the case of Notes offered and sold to QIBs in reliance on Rule 144A, the date which is one year (or such other date when resales of securities by non-affiliates are first permitted under Rule 144(d)) or, in the case of Notes offered and sold in offshore transactions in reliance on Regulation S, 40 days, in each case, after the Issue Date or the date of any subsequent reopening of the Notes and the last date on which the Issuers or any of its affiliates (as defined in Rule 144) were the owner of such Notes (or any predecessor thereto) or (y) in any case, such later date, if any, as may be required by applicable law.

**“Restricted Definitive Security”** means a Definitive Security bearing the Private Placement Legend.

**“Restricted Global Security”** means a Regulation S Global Security or a 144A Global Security.

**“Restricted Period”** means the “distribution compliance period” as defined in Regulation S in respect of the Offering of the Initial Securities.

**“Restricted Subsidiary”** means: (i) any Subsidiary of the Company that owns, indirectly through ownership of another Subsidiary of the Company, a Principal Property located in the United States or Canada; or (ii) the Co-Obligor and any other Subsidiary of the Company that the Company designates as a Restricted Subsidiary.

**“Rule 144”** means Rule 144 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144A) or regulation hereafter adopted by the SEC providing for offers and sales of securities made in compliance therewith resulting in offers and sales by subsequent holders that are not affiliates of the issuer of such securities being free of the registration and prospectus delivery requirements of the Securities Act.

**“Rule 144A”** means Rule 144A promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule (other than Rule 144) or regulation hereafter adopted by the SEC.

**“Rule 903”** means Rule 903 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

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“**Rule 904**” means Rule 904 promulgated under the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC.

“**Sale and Leaseback Transaction**” means any arrangement with any Person under which the Company or any Restricted Subsidiary leases for a term of more than three years any Principal Property that the Company or any Restricted Subsidiary has sold or transferred or will sell or transfer to that Person. This term excludes leases of any Principal Property the Company or any Restricted Subsidiary acquires or places in service within 180 days prior to the arrangement.

“**SEC**” means the U.S. Securities and Exchange Commission.

“**Securities Custodian**” means the Trustee, as custodian on behalf of the Depository with respect to the Notes in global form, or any successor entity thereto.

“**Shelf Registration Statement**” means a registration statement of the Issuers used by a Holder in connection with its offer and sale of Notes pursuant to a Registration Rights Agreement.

“**Treasury Rate**” means, with respect to any Redemption Date for the Notes, (i) the yield, under the heading which represents the average for the immediately preceding week, appearing in the most recently published statistical release designated “H.15” or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption “Treasury Constant Maturities,” for the maturity corresponding to the Comparable Treasury Issue with respect to the applicable Notes (if no maturity is within three months before or after the Stated Maturity for the applicable Notes, yields for the two published maturities most closely corresponding to the Comparable Treasury Issue shall be determined and the Treasury Rate shall be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month) or (ii) if that release (or any successor release) is not published during the week preceding the calculation date or does not contain such yields, the rate per annum equal to the semiannual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Redemption Date. The Treasury Rate shall be calculated on the third Business Day preceding the Redemption Date.

“**Unrestricted Definitive Security**” means a Definitive Security that does not bear and is not required to bear the Private Placement Legend.

“**Unrestricted Global Security**” means a permanent Global Security substantially in the form of Exhibit A, Exhibit B or Exhibit C hereto, as applicable, attached hereto that bears the Global Security Legend and that has the “Schedule of Exchanges of Securities” attached thereto and that is deposited with or on behalf of and registered in the name of the Depository or its nominee, representing Notes that do not bear the Private Placement Legend.

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“**Unrestricted Security**” means an Unrestricted Definitive Security or Unrestricted Global Security.

“**U.S. Person**” means a “U.S. person” as defined in Rule 902(k) under the Securities Act.

Other Definitions

<u>Term</u>	<u>Defined in Section</u>
“Definitive Securities Issuance Date”	4.01(b)
“DTC”	2.10
“Interest Payment Date”	2.03(b)
“Principal Officer”	4.07(b)(1)
“Regular Record Date”	2.03(b)

ARTICLE II

Designation and Terms of the Securities

SECTION 2.01. Title. There is hereby created pursuant to Section 301 of the Indenture (i) a series of Securities that shall have the title of “2.773% Senior Notes due 2022”, (ii) a series of Securities that shall have the title of “3.337% Senior Notes due 2027” and (iii) a series of Securities that shall have the title of “4.080% Senior Notes due 2047”.

SECTION 2.02. Aggregate Principal Amount; Execution and Authentication. (a) The aggregate principal amount of Notes which may be authenticated and delivered under this Third Supplemental Indenture is not limited. The aggregate principal amount of 2022 Notes initially authorized for authentication and delivery pursuant to this Third Supplemental Indenture (the “**2022 Initial Securities**”) is limited to \$1,250,000,000 except for 2022 Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other 2022 Notes pursuant to Section 304, 305, 306, 906 or 1107 of the Indenture or Article IV of this Third Supplemental Indenture. The aggregate principal amount of 2027 Notes initially authorized for authentication and delivery pursuant to this Third Supplemental Indenture (the “**2027 Initial Securities**”) is limited to \$1,350,000,000 except for 2027 Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other 2027 Notes pursuant to Section 304, 305, 306, 906 or 1107 of the Indenture or Article IV of this Third Supplemental Indenture. The aggregate principal amount of 2047 Notes initially authorized for authentication and delivery pursuant to this Third Supplemental Indenture (the “**2047 Initial Securities**” and, together with the 2022 Initial Securities and the 2027 Initial Securities, the “**Initial Securities**”) is limited to \$1,350,000,000 except for 2047 Notes authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other 2047 Notes pursuant to Section 304, 305, 306, 906 or 1107 of the Indenture or Article IV of this Third Supplemental Indenture.

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(b) The Issuers may forthwith execute, and upon a Company Order, the Trustee shall authenticate and deliver, the Initial Securities for original issue in accordance with the provisions of Section 303 of the Original Indenture.

(c) In connection with any Registered Exchange Offer, the Issuers may execute, and upon a Company Order, the Trustee shall authenticate and deliver: (i) 2022 Exchange Securities for issuance solely in exchange for 2022 Initial Securities or 2022 Additional Securities of a like aggregate principal amount, (ii) 2027 Exchange Securities for issuance solely in exchange for 2027 Initial Securities or 2027 Additional Securities of a like aggregate principal amount and (iii) 2047 Exchange Securities for issuance solely in exchange for 2047 Initial Securities or 2047 Additional Securities of a like aggregate principal amount.

(d) At any time and from time to time after the Issue Date, in accordance with Section 2.08, the Issuers may execute, and upon a Company Order, the Trustee shall authenticate and deliver, any Additional Securities for original issue in accordance with the provisions of Section 303 of the Original Indenture in an aggregate principal amount determined at the time of issuance and specified in such Company Order. Such Company Order shall specify the principal amount of the Additional Securities to be authenticated, the date on which the original issue of such Additional Securities is to be authenticated and the additional information set forth in Section 2.08(b).

(e) Each series of Initial Securities and any Exchange Securities and any Additional Securities in respect thereof shall be considered collectively as a single series for all purposes of the Indenture. Holders of the Initial Securities of a series, any Exchange Securities and any Additional Securities in respect thereof will vote and consent together on all matters to which such Holders are entitled to vote or consent as one series, and none of the Holders of the Initial Securities of a series or any Exchange Securities or any Additional Securities in respect thereof shall have the right to vote or consent as a separate series or class on any matter to which such Holders are entitled to vote or consent.

SECTION 2.03. Maturity; Interest Rate; and Denomination of Notes. (a) The principal of the 2022 Notes shall be payable on December 15, 2022. The principal of the 2027 Notes shall be payable on December 15, 2027. The principal of the 2047 Notes shall be payable on December 15, 2047.

(b) The 2022 Notes shall bear interest at the rate of 2.773% per annum, the 2027 Notes shall bear interest at the rate of 3.337% per annum and the 2047 Notes shall bear interest at the rate of 4.080% per annum, in each case from December 11, 2017 or the most recent June 15 or December 15 to which interest has been paid or duly provided for on the Notes of such series. Each June 15 or December 15 in each year, commencing June 15, 2018, shall be an "**Interest Payment Date**" for the Notes.

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The June 1 or December 1 (whether or not a Business Day), as the case may be, next preceding an Interest Payment Date shall be the “**Regular Record Date**” for the interest payable on such Interest Payment Date. Interest shall be calculated on the basis of a 360-day year composed of twelve 30-day months.

(c) The Notes shall be issuable in minimum denominations of \$2,000 and multiples of \$1,000 in excess thereof.

SECTION 2.04. Place and Method of Payment. The principal of (and premium, if any) and interest on the Notes shall be payable (x) if the Notes are Global Securities, through the relevant Depository or (y) if the Notes are not Global Securities, at the office or agency of the Issuers maintained for that purpose in New York, New York, against surrender of such Note in the case of any payment due at the Maturity of the principal thereof or any payment of interest that becomes payable on a day other than an Interest Payment Date, and in the case of clause (x) or clause (y), in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; provided, however, that if the Notes are not Global Securities, (i) payment of interest on an Interest Payment Date will be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and all other payments will be made by check against surrender of such Notes; (ii) all payments by check will be made in next-day funds (i.e., funds that become available on the day after the check is cashed); and (iii) notwithstanding clauses (i) and (ii) above, with respect to any payment of any amount due on the Notes, if such Note is in a denomination of at least \$1,000,000 and the Holder thereof at the time of surrender thereof or, in the case of any payment of interest on any Interest Payment Date, the Holder thereof on the related Regular Record Date delivers a written request to the Paying Agent to make such payment by wire transfer at least five Business Days before the date such payment becomes due, together with appropriate wire transfer instructions specifying an account at a bank in New York, New York, the Issuers shall make such payment by wire transfer of immediately available funds to such account at such bank in New York City, any such wire instructions, once properly given by a Holder as to such Notes, remaining in effect as to such Holder and such Notes unless and until new instructions are given in the manner described above and provided further, that notwithstanding anything in the foregoing to the contrary, if the Notes are Global Securities, payment shall be made pursuant to the Applicable Procedures of the relevant Depository. In accordance with Section 1002 of the Indenture, the “**Place of Payment**” with respect to the Notes shall be New York, New York.

SECTION 2.05. Optional Redemption. (a) Each series of Notes shall be subject to redemption, as a whole at any time or in part from time to time, at the option of the Company.

(b) If the 2022 Notes are redeemed prior to the 2022 Par Call Date, the Redemption Price will be equal to the greater of (i) 100% of the principal amount of the 2022 Notes to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2022 Notes to be redeemed that would be due if such 2022 Notes matured on the 2022 Par Call Date from the Redemption Date to the 2022 Par Call Date (exclusive of any interest accrued to the Redemption Date), discounted to the date on which the 2022 Notes are to be redeemed on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 10 basis points, plus any interest accrued but not paid on the 2022 Notes to be redeemed to the date on which the 2022 Notes are to be redeemed (subject to the right of Holders on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

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(c) If the 2022 Notes are redeemed on or after the 2022 Par Call Date, the Redemption Price for the 2022 Notes will equal 100% of the principal amount of the 2022 Notes to be redeemed, plus any interest accrued but not paid on the 2022 Notes to be redeemed to the date on which the 2022 Notes are to be redeemed (subject to the right of Holders on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

(d) If the 2027 Notes are redeemed prior to the 2027 Par Call Date, the Redemption Price will be equal to the greater of (i) 100% of the principal amount of the 2027 Notes to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2027 Notes to be redeemed that would be due if such 2027 Notes matured on the 2027 Par Call Date from the Redemption Date to the 2027 Par Call Date (exclusive of any interest accrued to the Redemption Date), discounted to the date on which the 2027 Notes are to be redeemed on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 15 basis points, plus any interest accrued but not paid on the 2027 Notes to be redeemed to the date on which the 2027 Notes are to be redeemed (subject to the right of Holders on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

(e) If the 2027 Notes are redeemed on or after the 2027 Par Call Date, the Redemption Price for the 2027 Notes will equal 100% of the principal amount of the 2027 Notes to be redeemed, plus any interest accrued but not paid on the 2027 Notes to be redeemed to the date on which the 2027 Notes are to be redeemed (subject to the right of Holders on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

(f) If the 2047 Notes are redeemed prior to the 2047 Par Call Date, the Redemption Price will be equal to the greater of (i) 100% of the principal amount of the 2047 Notes to be redeemed or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the 2047 Notes to be redeemed that would be due if such 2047 Notes matured on the 2047 Par Call Date from the Redemption Date to the 2047 Par Call Date (exclusive of any interest accrued to the Redemption Date), discounted to the date on which the 2047 Notes are to be redeemed on a semi-annual basis assuming a 360-day year consisting of twelve 30-day months, at the Treasury Rate plus 20 basis points, plus any interest accrued but not paid on the 2047 Notes to be redeemed to the date on which the 2047 Notes are to be redeemed (subject to the right of Holders on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

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(g) If the 2047 Notes are redeemed on or after the 2047 Par Call Date, the Redemption Price for the 2047 Notes will equal 100% of the principal amount of the 2047 Notes to be redeemed, plus any interest accrued but not paid on the 2047 Notes to be redeemed to the date on which the 2047 Notes are to be redeemed (subject to the right of Holders on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

(h) Unless the Issuers default in payment of the Redemption Price, on and after the Redemption Date interest will cease to accrue on the Notes or portions thereof called for redemption.

(i) If less than all of a series of Notes are to be redeemed at any time, the Trustee will select Notes of such series for redemption on a pro rata basis. No Notes of \$2,000 or less can be redeemed in part.

(j) Notices of redemption will be delivered at least 30 but not more than 60 days before the Redemption Date to each Holder of Notes to be redeemed at its registered address, except that notices may be mailed more than 60 days prior to a Redemption Date if the notice is issued in connection with a Covenant Defeasance or Defeasance with respect to the Notes or a satisfaction and discharge of the Indenture with respect to the Notes. A notice of redemption need not set forth the exact Redemption Price but only the manner of calculation thereof.

(k) In the event of any redemption requiring a calculation of the present value of the principal and interest payments in respect of Notes, the Company shall appoint a calculation agent to make any such required calculation.

SECTION 2.06. No Sinking Fund or Holder Redemption Right. The Notes shall not have the benefit of or be subject to any sinking fund requirement and shall not be subject to redemption at the option of the Holders.

SECTION 2.07. Forms of Notes. (a) Forms Generally. 2022 Notes issued in global form shall be substantially in the form of Exhibit A attached hereto, 2027 Notes issued in global form shall be substantially in the form of Exhibit B attached hereto and 2047 Notes issued in global form shall be substantially in the form of Exhibit C attached hereto (in each case including the Global Security Legend thereon and the Schedule of Exchanges of Interests in the Global Security attached thereto). 2022 Notes issued in definitive form shall be substantially in the form of Exhibit A attached hereto, 2027 Notes issued in definitive form shall be substantially in the form of Exhibit B attached hereto and 2047 Notes issued in definitive form shall be substantially in the form of Exhibit C attached hereto (but, in each case, without the Global Security Legend thereon and without the Schedule of Exchanges of Interests in the Global Security attached thereto).

(b) Initial Securities. The Initial Securities shall initially be issued and authenticated solely in the form of Global Securities (as more fully set forth below). The Initial Securities will be offered and sold by the Issuers to the Initial Purchasers pursuant to the Purchase Agreement.

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The Initial Securities will be resold by the Initial Purchasers under the Purchase Agreement only to QIBs in reliance on Rule 144A, or to, among others, QIBs and Persons other than U.S. Persons (as defined in Regulation S) in offshore transactions in reliance on Regulation S, subject to the restrictions on transfer set forth herein.

(c) Global Securities. Each Global Security shall represent such of the outstanding Notes as shall be specified therein, and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon and that the aggregate principal amount of outstanding Notes represented thereby may from time to time be reduced or increased, as appropriate, to reflect exchanges and redemptions. In the event of any increase or decrease in the aggregate principal amount of outstanding Notes represented by any Global Security, the Trustee, in accordance with instructions given by the Holder thereof as required by Article IV, shall endorse such Global Security to reflect such increase or decrease and the Security Registrar shall also reflect on the Security Register the date and amount of any such increase or decrease.

(d) Regulation S Global Securities. Any Notes offered and sold in reliance on Regulation S shall be issued initially in the form of a Regulation S Global Security, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, and registered in the name of the Depositary or the nominee of the Depositary, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided. Prior to the expiration of the Restricted Period, any resale or transfer of beneficial interests in a Regulation S Global Security to U.S. Persons shall not be permitted unless such resale or transfer is made pursuant to Rule 144A or Regulation S.

(e) 144A Global Securities. Any Notes offered and sold in reliance on Rule 144A shall be issued initially in the form of a 144A Global Security, which shall be deposited on behalf of the purchasers of the Notes represented thereby with the Trustee, and registered in the name of the Depositary or the nominee of the Depositary, duly executed by the Issuers and authenticated by the Trustee as hereinafter provided.

(f) Definitive Securities. Notwithstanding any other provision of this Article II, any issuance of Definitive Securities shall not occur, and owners of beneficial interests in Global Securities shall not be entitled to receive Definitive Securities in exchange therefor, until a Definitive Securities Issuance Date shall occur in the specific circumstances set forth in Section 4.01.

SECTION 2.08. Additional Securities. (a) The Issuers shall be entitled at any time or from time to time to issue: (i) 2022 Additional Securities that have identical terms as the 2022 Initial Securities, (ii) 2027 Additional Securities that have identical terms as the 2027 Initial Securities and (iii) 2047 Additional Securities that have identical terms as the 2047 Initial Securities, in each case, except for the issue date, issue price and the date from which interest shall accrue.

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(b) With respect to any Additional Securities, the Company Order referred to in Section 2.02(d) shall specify:

(A) the issue price and the issue date of such Additional Securities, including the date from which interest shall accrue and the first Interest Payment Date therefor; and

(B) whether such Additional Securities shall bear the Private Placement Legend.

(c) Additional Securities issued before the Definitive Securities Issuance Date shall be issued solely in the form of Global Securities; and any Additional Securities issued from and after the Definitive Securities Issuance Date shall be issued solely in the form of Definitive Securities.

SECTION 2.09. Defeasance and Covenant Defeasance. For the avoidance of doubt, the provisions of Section 1302 and Section 1303 of the Indenture with respect to Defeasance of the Securities of a series and Covenant Defeasance of the Securities of a series, respectively, shall be applicable to the Notes. In the case of Defeasance or Covenant Defeasance of the Securities, the Co-Obligor will be released to the same extent as the Company.

SECTION 2.10. Depository. The Issuers initially appoint The Depository Trust Company (“DTC”) to act as Depository with respect to the Global Securities.

SECTION 2.11. Other Terms and Form of the Notes. The Notes shall have and be subject to such other terms as provided in the Original Indenture and this Third Supplemental Indenture. The 2022 Notes, the 2027 Notes and the 2047 Notes and, in each case, the Trustee’s certificate of authentication shall be substantially in the form of Exhibit A, Exhibit B and Exhibit C, respectively, hereto, which are hereby incorporated in and expressly made a part of this Third Supplemental Indenture.

SECTION 2.12. Applicability. The provisions of this Article II shall apply only to the Notes. Section 202, Section 203 and Section 205 of the Original Indenture are replaced and restated, solely for purposes of the Notes, by Section 2.07(a) herein and Exhibit A, Exhibit B and Exhibit C hereto.

### ARTICLE III

#### Amendments and Supplements to Certain Sections of the Original Indenture

SECTION 3.01. SEC Reports; Financial Information. (a) So long as any Notes remain outstanding, the Company will file with the Trustee copies, within 15 days after the Company has filed the same with the SEC, of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the SEC may from time to time by rules and regulations prescribe) which the Company may be required to file with the SEC pursuant to Section 13 or Section 15(d) of the Exchange Act.

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The Company shall also comply with Section 314(a) of the Trust Indenture Act. Any document or report that the Company has filed with the SEC and that is publicly accessible on the SEC's EDGAR system will be deemed filed with the Trustee and transmitted to the Holders for purposes of this Third Supplemental Indenture.

(b) At any time when the Company is not subject to Section 13 or Section 15(d) of the Exchange Act, so long as any Notes remain "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act, upon the request of a holder of the Notes, the Company will promptly furnish or cause to be furnished the information specified under Rule 144A(d)(4) of the Securities Act to such holder.

SECTION 3.02. Restriction on Liens; Restriction on Sale and Lease-Back Transactions. (a) So long as any of the Notes remain outstanding, subject to Section 3.02(c) below, the Company will not, and will not permit any Restricted Subsidiary to, issue, assume or guarantee any notes, bonds, debentures or other similar evidences of indebtedness for money borrowed ("debt") if that debt is secured by a mortgage on any Principal Property, or on any shares of stock or indebtedness of any Restricted Subsidiary (whether the Principal Property, shares of stock or indebtedness is owned at or acquired after December 11, 2017), without in any such case effectively providing that the Notes shall be secured equally and ratably with or prior to such debt until such time as such debt is no longer so secured by such mortgage. This restriction, however, shall not apply to: (i) mortgages on property of any corporation or other Person existing at the time such corporation or other Person becomes a Restricted Subsidiary; (ii) mortgages on property of a corporation or other Person existing at the time that corporation or other Person is merged into or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, transfer, conveyance or the disposition of all or substantially all of the properties or assets of that corporation or other Person to the Company or a Restricted Subsidiary; (iii) mortgages on any property the Company or any Restricted Subsidiary acquires, constructs, develops, expands or improves that secure debt issued, assumed or guaranteed (or issued, assumed or guaranteed pursuant to a commitment entered into) prior to, at the time of or within 12 months after the acquisition or completion of construction, development, expansion or improvement of the property (or, in the case of property constructed, developed, expanded or improved, if later, the commencement of commercial operation of the property) for the purpose of financing all or any part of the purchase price of the property or the cost of the construction or improvement (together with, in the case of construction, development, expansion or improvement, mortgages on property previously owned by the Company or any Restricted Subsidiary to the extent constituting unimproved real property on which the property being constructed, developed or expanded or the improvement is located); (iv) mortgages securing debt owing by the Company or any Restricted Subsidiary to the Company or another Restricted Subsidiary; (v) mortgages on property of the Company or a Restricted Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof, to secure any debt incurred for the purpose of financing all or any part of the purchase price or the cost of construction, development, expansion or improvement of the property subject to such mortgages or to secure partial, progress, advance or other payments pursuant to the provisions of any contracts, statute, law, rule or regulation;

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(vi) mortgages incurred in connection with pollution control, industrial revenue or similar financings; (vii) mortgages incurred or deposits made (including mortgages and deposits securing letters of credit or similar financial assurance) to secure the performance of or in connection with bids, tenders, statutory, governmental or private contractual or other obligations, surety, performance, completion, appeal or similar bonds, leases, return-of-money bonds and other obligations similar to any of the foregoing, in each case in the ordinary course of business; (viii) mortgages arising by operation of law, including but not limited to mortgages for taxes, assessments or similar charges that are not yet due or the validity of which is being contested in good faith by appropriate proceedings; (ix) mortgages existing at the Issue Date; (x) mortgages on inventory to secure current liabilities of debt; and (xi) any extension, renewal or replacement or successive extensions, renewals or replacements, in whole or in part, of any mortgage referred to in the clauses immediately above if the amount of debt secured by the extended, renewed or replacement mortgage does not exceed the amount of the debt refinanced (plus accrued interest and premiums with respect thereto) plus transaction expenses related thereto and such mortgage is limited to the property secured by the original mortgage plus improvements thereon.

(b) So long as any of the Notes remain outstanding, subject to Section 3.02(c) below, the Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction of any Principal Property unless (i) the Company or such Restricted Subsidiary would be entitled to issue, assume or guarantee debt secured by a mortgage upon the Principal Property involved in an amount at least equal to the Attributable Debt for that transaction without equally and ratably securing the Notes, (ii) an amount in cash equal to the Attributable Debt for that transaction is applied prior to, at the time of or within 12 months after that transaction to the retirement of Notes or other debt of the Company or debt of a Restricted Subsidiary, which by its terms matures at or is extendible or renewable at the option of the obligor to a date more than 12 months after its creation and which, in the case of such debt of the Company, is not subordinate in right of payment to the Notes or (iii) prior to, at the time of or within 12 months after such transaction, the Company or a Restricted Subsidiary uses an amount equal to the Attributable Debt for the purchase of any asset or any interest in an asset which would qualify, after purchase, as a Principal Property. This Section 3.02(b) does not apply to any Sale and Leaseback Transaction (i) entered into in connection with an industrial revenue, pollution control or similar financing or any Sale and Leaseback Transaction or (ii) in which the only parties involved are the Company and any Subsidiary or Subsidiaries. When calculating the amount of Attributable Debt, any Attributable Debt for these Sale and Leaseback Transactions will be excluded.

(c) In addition to the exceptions set forth under Sections 3.02(a) and 3.02(b) above, the Company and any Restricted Subsidiary may incur debt secured by mortgages and enter into additional Sale and Leaseback Transactions otherwise prohibited by (and not permitted under the exceptions to) Sections 3.02(a) or 3.02(b) above as long as the total of such debt secured by mortgages plus the Attributable Debt in respect of such Sale and Leaseback Transactions does not exceed 10% of Consolidated Net Worth.

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SECTION 3.03. Applicability. The covenants set forth in Sections 3.01 and 3.02 are applicable only to the Securities of each series of the Notes established under this Third Supplemental Indenture and are solely for the benefit of the Holders of the Notes. Section 704 of the Original Indenture is replaced and restated, solely for purposes of the Notes established under this Third Supplemental Indenture, by Section 3.01 herein.

#### ARTICLE IV

##### Transfer and Exchange

SECTION 4.01. Transfer and Exchange of Global Securities; Limited Rights of Beneficial Owners. (a) The provisions of clauses (1), (2), (3) and (4) below shall apply only to Global Securities:

(1) Each Global Security authenticated under this Third Supplemental Indenture shall be registered in the name of the Depository designated for such Global Security or a nominee thereof and delivered to such Depository or a nominee thereof or custodian therefor, and each such Global Security shall constitute a single Note for all purposes of the Indenture.

(2) Notwithstanding any other provision in the Original Indenture or this Third Supplemental Indenture, no Global Security may be exchanged in whole or in part for Notes registered, and no transfer of a Global Security in whole or in part may be registered, in the name of any Person other than the Depository for such Global Security or a nominee thereof unless:

(A) such Depository has notified the Issuers that it (i) is unwilling or unable to continue as Depository for such Global Security or (ii) has ceased to be a clearing agency registered under the Exchange Act, or

(B) the Issuers have executed and delivered to the Trustee a Company Order stating that such Global Security shall be exchanged in whole for Definitive Securities.

In addition to the foregoing clauses (A) and (B), if an Event of Default with respect to the Notes of a series has occurred and is continuing, a Holder of Notes of such series may request and the Issuers shall issue Definitive Notes registered in such Holder's name representing such Holder's beneficial interest in the Global Security representing such series of Notes. If the Issuers receive a notice of the kind specified in clause (A) above, the Issuers may, in their sole discretion, designate a successor Depository for such Global Security within 90 days after receiving such notice. If the Issuers designate a successor Depository as aforesaid, such Global Security shall promptly be exchanged in whole for one or more other Global Securities registered in the name of the successor Depository, whereupon such designated successor shall be the Depository for such successor Global Security or Global Securities and the provisions of clauses (1), (2), (3) and (4) of this provision shall continue to apply thereto.

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(3) Subject in all cases to clause (2) above, any exchange of a Global Security for other Notes may be made in whole or in part, and all Notes issued in exchange for a Global Security or any portion thereof shall be registered in such names as the Depository for such Global Security shall direct.

(4) Every Note authenticated and delivered upon registration of transfer of, or in exchange for or in lieu of, a Global Security or any portion thereof, whether pursuant to Section 304, 306, 906 or 1107 of the Original Indenture or this Article IV or otherwise, shall be authenticated and delivered in the form of, and shall be, a Global Security, unless upon a Definitive Securities Issuance Date such Note is issued as a Definitive Security.

(b) Upon the date 90 days after the Issuers have received notice from the Depository pursuant to Section 4.01(a)(2)(A) and have not appointed a successor Depository or have delivered a Company Order to the Trustee pursuant to Section 401(a)(2)(B) or, in either case, such earlier date as the Issuers elects by written notice to the Trustee (the “**Definitive Securities Issuance Date**”), (x) the Issuers shall promptly make available to the Trustee a reasonable supply of Definitive Securities in definitive, fully registered form without interest coupons; (y) the Issuers shall execute, and upon a Company Order the Trustee shall authenticate and deliver, Definitive Securities in a like aggregate principal amount as the outstanding Global Securities registered, Definitive Securities in such names and authorized denominations as the Depository shall instruct the Security Registrar in accordance with the Applicable Procedures; and (2) the Security Registrar shall cause the aggregate principal amount of such outstanding Global Securities to be reduced to zero pursuant to Section 4.08. The Trustee shall deliver such Definitive Securities to the Persons in whose names such Definitive Securities are so registered. Any Definitive Security issued in exchange for a beneficial interest in a Restricted Global Security pursuant to this Section 4.01 shall bear the Private Placement Legend and shall be subject to all restrictions on transfer contained therein. Notwithstanding the foregoing, a beneficial interest in the Regulation S Global Security may not be exchanged for a Definitive Security prior to the expiration of the Restricted Period. Neither the Issuers nor the Security Registrar will be liable for any delay by the Depository in identifying the owners of beneficial interests in a Global Security, and each of the Issuers and the Security Registrar may conclusively rely on, and will be protected in relying on, instructions from the Depository for all purposes of the Indenture.

(c) The Issuers, the Trustee and every Person who takes or holds any beneficial interest in a Global Security agree that:

(1) the Issuers and the Trustee may deal with the Depository as sole owner of the Global Security and as the authorized representative of such Person;

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(2) such Person's rights in the Global Security shall be exercised only through the Depositary and shall be limited to those established by law and agreement between such Person and the Depositary and/or Participants and Indirect Participants of the Depositary;

(3) the Depositary and its participants make book-entry transfers of beneficial ownership among, and receive and transmit distributions of principal and interest on the Global Securities to, such Persons in accordance with the Applicable Procedures of the Depositary;

(4) none of the Issuers, the Trustee nor any agent of the Issuers or the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests; and

(5) notwithstanding the foregoing, (x) subject to the provisions of Section 4.01(c)(2), the Holder of a Global Security shall be entitled to grant proxies and otherwise authorize any Person, including Participants and Indirect Participants and Persons that may hold interests through Participants and Indirect Participants, to take any action which a Holder is entitled to take under the Indenture or the Notes; and (y) nothing herein shall prevent the Issuers, the Trustee or any agent of the Issuers or the Trustee from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Participants, the operation of customary practices of such Depositary governing the exercise of the rights of a holder of a beneficial interest in any Global Security.

SECTION 4.02. Transfer and Exchange of Beneficial Interests in the Global Securities. The transfer and exchange of beneficial interests in the Global Securities shall be effected through the Depositary, in accordance with the provisions of this Third Supplemental Indenture and the Applicable Procedures. Beneficial interests in the Restricted Global Securities will be subject to restrictions on transfer comparable to those set forth herein to the extent required by the Securities Act. Transfers of beneficial interests in the Global Securities also shall require compliance with either subparagraph (a) or (b) below, as applicable, as well as one or more of the other following provisions of this Article IV, as applicable:

(a) *Transfer of Beneficial Interests in the Same Global Security.* Beneficial interests in any Restricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in the same Restricted Global Security in accordance with the transfer restrictions set forth in the Private Placement Legend; *provided, however,* that prior to the expiration of the Restricted Period, transfers of beneficial interests in the Regulation S Global Security may not be made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser), except pursuant to Rule 144A. Beneficial interests in any Unrestricted Global Security may be transferred to Persons who take delivery thereof in the form of a beneficial interest in such Unrestricted Global Security. No written orders or instructions shall be required to be delivered to the Security Registrar to effect the transfers described in the preceding sentence of this Section 4.02(a).

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(b) *All Other Transfers and Exchanges of Beneficial Interests in Global Securities.* In connection with all transfers and exchanges of beneficial interests that are not subject to Section 4.02(a) above, the transferor of such beneficial interest must deliver to the Security Registrar either:

(A) (i) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to credit or cause to be credited a beneficial interest in another Global Security in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given in accordance with the Applicable Procedures containing information regarding the Participant account to be credited with such increase; or

(B) upon the Definitive Securities Issuance Date; both

(i) a written order from a Participant or an Indirect Participant given to the Depository in accordance with the Applicable Procedures directing the Depository to cause to be issued a Definitive Security in an amount equal to the beneficial interest to be transferred or exchanged; and

(ii) instructions given by the Depository to the Security Registrar containing information regarding the Person in whose name such Definitive Security shall be registered to effect the transfer or exchange referred to in Section 4.02(b)(B)(i) above.

Upon consummation of a Registered Exchange Offer by the Issuers in accordance with Section 4.06, the requirements of this Section 4.02(b) shall be deemed to have been satisfied upon receipt by the Security Registrar of the instructions contained in the Letter of Transmittal delivered by the Holder of such beneficial interests in the Restricted Global Securities (or transmitted to the Security Registrar via the Depository's book-entry system). Upon satisfaction of all of the requirements for transfer or exchange of beneficial interests in Global Securities contained in the Indenture, the Notes or otherwise applicable under the Securities Act, the Trustee shall adjust the principal amount of each relevant Global Security pursuant to Section 4.08.

(c) *Transfer of Beneficial Interests to Another Restricted Global Security.* A beneficial interest in any Restricted Global Security may be transferred to a Person who takes delivery thereof in the form of a beneficial interest in another Restricted Global Security if the transfer complies with the requirements of Section 4.02(b) above and the Security Registrar receives the following:

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(i) if the transferee will take delivery in the form of a beneficial interest in the 144A Global Security, then the transferor must deliver a certificate in the form of Exhibit D hereto, including the certifications in item (1) thereof; and

(ii) if the transferee will take delivery in the form of a beneficial interest in the Regulation S Global Security, then the transferor must deliver a certificate in the form of Exhibit D hereto, including the certifications in item (2) thereof.

(d) *Transfer and Exchange of Beneficial Interests in a Restricted Global Security for Beneficial Interests in the Unrestricted Global Security.* A beneficial interest in any Restricted Global Security may be exchanged by any holder thereof for a beneficial interest in an Unrestricted Global Security or transferred to a Person who takes delivery thereof in the form of a beneficial interest in an Unrestricted Global Security if the exchange or transfer complies with the requirements of Section 4.02(b) above and:

(i) such exchange or transfer is effected pursuant to a Registered Exchange Offer in accordance with the applicable Registration Rights Agreement and the holder of the beneficial interest to be transferred, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal (or via the Depository's book-entry system) that, among other things, it is not (i) a Person participating in the distribution of the Exchange Securities or (ii) an affiliate (as defined in Rule 144) of the Issuers and that any Exchange Securities to be acquired by such holder will be acquired in the ordinary course of its business;

(ii) such transfer is effected pursuant to a Shelf Registration Statement in accordance with the applicable Registration Rights Agreement;

(iii) such transfer is effected by an Exchanging Dealer pursuant to an Exchange Offer Registration Statement in accordance with the applicable Registration Rights Agreement; or

(iv) the Security Registrar receives the following:

(A) if the holder of such beneficial interest in a Restricted Global Security proposes to exchange such beneficial interest for a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form of Exhibit E hereto, including the certifications in item (1) thereof; or

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(B) if the holder of such beneficial interest in a Restricted Global Security proposes to transfer such beneficial interest to a Person who shall take delivery thereof in the form of a beneficial interest in an Unrestricted Global Security, a certificate from such holder in the form of Exhibit E hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (iv), if the Security Registrar so requests or if the Applicable Procedures so require, an Opinion of Counsel in form reasonably acceptable to the Security Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and state “blue sky” laws and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act. If any such transfer is effected pursuant to subparagraph (ii) or (iv) above at a time when an Unrestricted Global Security has not yet been issued, the Issuers shall issue and, upon receipt of a Company Order in accordance with Section 303 of the Original Indenture, the Trustee shall authenticate one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of beneficial interests transferred pursuant to subparagraph (ii) or (iv) above.

(e) *Exchange or Transfer Prohibited.* Beneficial interests in an Unrestricted Global Security cannot be exchanged for, or transferred to Persons who take delivery thereof in the form of, a beneficial interest in a Restricted Global Security.

SECTION 4.03. No Transfer or Exchange of Beneficial Interests for Definitive Securities. Inasmuch as Definitive Securities will be issued only from and after a Definitive Securities Issuance Date in the limited circumstances specified in clause (2) of Section 4.01(a) whereby Notes are no longer to be represented by Global Securities, other than as and to the extent specified in Section 4.01, any holder of a beneficial interest in a Global Security will not be entitled to exchange such beneficial interest for a Definitive Security or to transfer such beneficial interest to a Person who takes delivery thereof in the form of a Definitive Security.

SECTION 4.04. No Transfer and Exchange of Definitive Securities for Beneficial Interests. Inasmuch as Definitive Securities will be issued only from and after a Definitive Securities Issuance Date in the limited circumstances specified in clause (2) of Section 4.01(a) whereby Notes are no longer to be represented by Global Securities, the Holder of a Definitive Security will not be entitled to exchange such Definitive Security for a beneficial interest in a Global Security.

SECTION 4.05. Transfer and Exchange of Definitive Securities for Definitive Securities. From and after any Definitive Securities Issuance Date, upon request by a Holder of Definitive Securities and such Holder’s compliance with the provisions of this Section 4.05, the Security Registrar shall register the transfer of, in the name of the designated transferee or transferees, one or more new Definitive Securities, or exchange Definitive Securities for other Definitive Securities, in each case, of any authorized denominations and of like aggregate principal amount.

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Prior to such registration of transfer or exchange, the requesting Holder shall present or surrender to the Security Registrar the Definitive Securities to be transferred or exchanged duly endorsed, or accompanied by a written instrument of transfer in form satisfactory to the Issuers and the Security Registrar duly executed, by the Holder thereof or such Holder's attorney duly authorized in writing. In addition, the requesting Holder shall provide any additional certifications, documents and information, as applicable, required pursuant to the following provisions of this Section 4.05.

(a) *Restricted Definitive Securities to Restricted Definitive Securities.* Any Restricted Definitive Security may be transferred to and registered in the name of Persons who take delivery thereof in the form of a Restricted Definitive Security if the Security Registrar receives the following:

(i) if the transfer will be made pursuant to Rule 144A, then the transferor must deliver a certificate in the form of Exhibit D hereto, including the certifications in item (1) thereof;

(ii) if the transfer will be made pursuant to Rule 904, then the transferor must deliver a certificate in the form of Exhibit D hereto, including the certifications in item (2) thereof; and

(iii) if the transfer will be made pursuant to any other exemption from the registration requirements of the Securities Act, then the transferor must deliver a certificate in the form of Exhibit D hereto, including the certifications required by item (3) thereof.

(b) *Restricted Definitive Securities to Unrestricted Definitive Securities.* Any Restricted Definitive Security may be exchanged by the Holder thereof for an Unrestricted Definitive Security or transferred to a Person or Persons who take delivery thereof in the form of an Unrestricted Definitive Security if:

(i) such exchange or transfer is effected pursuant to a Registered Exchange Offer in accordance with the applicable Registration Rights Agreement and the Holder, in the case of an exchange, or the transferee, in the case of a transfer, certifies in the applicable Letter of Transmittal (or via the Depository's book-entry system) that, among other things, it is not (a) a Person participating in the distribution of the Exchange Securities or (b) a Person who is an affiliate (as defined in Rule 144) of either Issuer and that any Exchange Securities to be acquired by such holder will be acquired in the ordinary course of its business;

(ii) any such transfer is effected pursuant to a Shelf Registration Statement in accordance with the applicable Registration Rights Agreement;

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(iii) any such transfer is effected by an Exchanging Dealer pursuant to an Exchange Offer Registration Statement in accordance with the applicable Registration Rights Agreement; or

(iv) the Security Registrar receives the following:

(A) if the Holder of such Restricted Definitive Securities proposes to exchange such Securities for an Unrestricted Definitive Security, a certificate from such Holder in the form of Exhibit C hereto, including the certifications in item (2) thereof; or

(B) if the Holder of such Restricted Definitive Security proposes to transfer such Securities to a Person who shall take delivery thereof in the form of an Unrestricted Definitive Security, a certificate from such Holder in the form of Exhibit D hereto, including the certifications in item (4) thereof;

and, in each such case set forth in this subparagraph (iv), if the Security Registrar so requests, an Opinion of Counsel in form reasonably acceptable to the Security Registrar to the effect that such exchange or transfer is in compliance with the Securities Act and state “blue sky” laws and that the restrictions on transfer contained herein and in the Private Placement Legend are no longer required in order to maintain compliance with the Securities Act.

(c) *Unrestricted Definitive Securities to Unrestricted Definitive Securities.* A Holder of Unrestricted Definitive Securities may transfer such Securities to a Person who takes delivery thereof in the form of an Unrestricted Definitive Security. Upon receipt of a request to register such a transfer, the Security Registrar shall register the Unrestricted Definitive Security pursuant to the instructions from the Holder thereof.

SECTION 4.06. Registered Exchange Offer. Upon the occurrence of a Registered Exchange Offer in accordance with the applicable Registration Rights Agreement, the Issuers shall issue and, upon receipt of a Company Order in accordance with Section 2.02, the Trustee shall authenticate:

(a) one or more Unrestricted Global Securities in an aggregate principal amount equal to the principal amount of the beneficial interests in the Restricted Global Securities tendered for acceptance by Persons that certify in the applicable Letters of Transmittal (or via the Depository’s bookentry system), among other things, that (i) any Exchange Securities to be acquired by such Persons will be acquired in the ordinary course of business, (ii) they are not participating in a distribution of the Exchange Securities and (iii) they are not affiliates (as defined in Rule 144) of the Issuers, and accepted for exchange in the Registered Exchange Offer; and

(b) Unrestricted Definitive Securities in an aggregate principal amount equal to the principal amount of any Restricted Definitive Securities tendered for acceptance by Persons that certify as specified in clause (a), and accepted for exchange in the Registered Exchange Offer.

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Concurrently with the issuance of such Notes, the Security Registrar shall cause the aggregate principal amount of the applicable Restricted Global Securities beneficial interests in which were so accepted to be reduced accordingly, and the Issuers shall execute and the Trustee shall authenticate, and deliver to the Persons designated by the Holders of any Restricted Definitive Securities so accepted, against surrender of such exchanged Restricted Definitive Securities so accepted, Unrestricted Definitive Securities in the appropriate principal amount.

Upon the consummation of a Registered Exchange Offer with respect to any Restricted Securities, (x) all requirements in this Article IV pertaining to Restricted Securities will apply with respect to Holders of such Restricted Securities that do not exchange their Restricted Securities for Exchange Securities; and (y) Exchange Securities constituting a Global Security (if the exchanged Note was a beneficial interest in a Restricted Global Security) or a Definitive Security (if the exchanged Note was a Restricted Definitive Security) will be available to holders of such exchanged beneficial interests in the Restricted Global Security or to Holders of the exchanged Restricted Definitive Securities in such Registered Exchange Offer.

SECTION 4.07. Legends. The following legends shall appear on the face of all Global Securities and Definitive Securities issued under this Third Supplemental Indenture unless specifically stated otherwise in the applicable provisions of this Third Supplemental Indenture.

(a) Private Placement Legend. (i) Except as provided in Section 4.07(a)(ii) or 4.07(b) below or as otherwise agreed between the Issuers and the Holder, each Global Security and each Definitive Security (and all Securities issued in exchange therefor or substitution thereof) shall bear a legend in substantially the following form:

**THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.**

**THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS A NON-U.S. PURCHASER AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S,**

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AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE INDENTURE), ONLY (A) TO BAKER HUGHES, A GE COMPANY, LLC OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED OR BECOME EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATIONS UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY OTHER JURISDICTION, INCLUDING ANY STATE OF THE UNITED STATES, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL SATISFACTORY TO EACH OF THEM AND/OR A CERTIFICATE OF TRANSFER OR EXCHANGE IN THE FORM PRESCRIBED IN THE INDENTURE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.

BY ITS ACQUISITION AND HOLDING OF THIS SECURITY THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT EITHER (I) IT IS NOT AND WILL NOT BE FOR SO LONG AS IT HOLDS ANY SECURITY (OR INTEREST IN A SECURITY) AN EMPLOYEE BENEFIT PLAN OR ARRANGEMENT SUBJECT TO THE FIDUCIARY RESPONSIBILITY REQUIREMENT OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), A "PLAN" OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY, OR A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR (II) THE PURCHASE, HOLDING AND DISPOSITION OF THIS SECURITY WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN, A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.

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(ii) Notwithstanding the foregoing, any Global Security or Definitive Security issued pursuant to Sections 4.02(d), 4.05(b), 4.05(c) or 4.06 (and all Notes issued in exchange therefor or substitution thereof) shall not bear the Private Placement Legend.

(b) (i) The Issuers, acting in their discretion, may remove (and, at the request of any Holder in accordance with Sections 4.07(b)(v) or (vi), as applicable, will remove) the Private Placement Legend from any Restricted Security at any time on or after the Resale Restriction Termination Date applicable to such Restricted Security. Without limiting the generality of the preceding sentence, the Issuers may effect such removal by issuing and delivering, in exchange for any Restricted Security, an Unrestricted Security without the Private Placement Legend, registered to the same Holder and in an equal principal amount and constituting a Global Security (if the exchanged Security was a Restricted Global Security) or a Definitive Security (if the exchanged Security was a Restricted Definitive Security) or, in lieu of issuance and delivery of a new Unrestricted Global Security for a Restricted Global Security, causing the Trustee to endorse an increase in aggregate principal amount of any then outstanding Unrestricted Global Security equal to the aggregate principal amount of such Restricted Global Security; and upon receipt by the Trustee of a Company Order stating that the Resale Restriction Termination Date applicable to such Restricted Security has occurred and requesting the authentication and delivery of an Unrestricted Security (or endorsement of an increase in aggregate principal amount of any then outstanding Unrestricted Global Security as aforesaid) in exchange therefor (which Company Order shall not be required to be accompanied by any Opinion of Counsel or any other document) given at least three Business Days in advance of the proposed date of exchange specified therein (which shall be no earlier than such Resale Restriction Termination Date),

(A) if such exchanged Security is a Restricted Global Security, the Trustee shall authenticate and deliver such Unrestricted Security to the Depository or pursuant to such Depository's instructions or hold such Unrestricted Global Security as Securities Custodian for the Depository (or endorse an increase in aggregate principal amount of any then outstanding Unrestricted Global Security as aforesaid) and shall request the Depository to, or, if the Trustee is Securities Custodian of such Restricted Security, shall itself, surrender such Restricted Security in exchange for such Unrestricted Security without the Private Placement Legend and thereupon cancel such Restricted Security so surrendered; or

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(B) if such exchanged Security is a Restricted Definitive Security, the Trustee shall authenticate and deliver to the Person exchanging such Restricted Definitive Security such Unrestricted Definitive Security against surrender of such Restricted Definitive Security,

all as directed in such Company Order. For purposes of determining whether the Resale Restriction Termination Date has occurred with respect to any Restricted Security or delivering any Company Order pursuant to this Section 4.07(b) with respect to such Restricted Security, (i) only those Notes which a Principal Officer of the Company actually knows (after reasonable inquiry) to be or to have been owned by an Affiliate of either Issuer shall be deemed to be or to have been, respectively, owned by an Affiliate of either Issuer; and (ii) “**Principal Officer**” means the principal executive officer, the principal financial officer, the treasurer or the principal accounting officer of the Company.

(ii) For purposes of this Section 4.07(b), all provisions relating to the removal of the Private Placement Legend above shall relate, if the Resale Restriction Termination Date has occurred only with respect to a portion of the Notes evidenced by a Restricted Global Security, to such portion of the Notes so evidenced as to which the Resale Restriction Termination Date has occurred.

(iii) Each owner of a beneficial interest in any Note evidenced by any Restricted Global Security, by its acceptance thereof, (A) authorizes and consents to, (B) appoints the Company as its agent for the sole purpose of delivering such electronic messages, executing and delivering such instruments and taking such other actions, on such owner’s behalf, as the Depositary or the Trustee may require to effect, and (C) upon the request of the Company, agrees to deliver such electronic messages, execute and deliver such instruments and take such other actions as the Depositary or the Trustee may require, or as shall otherwise be necessary to effect, the removal of the Private Placement Legend (including by means of the exchange of all or the portion of such Restricted Global Security evidencing such Note for a certificate evidencing such Note that does not bear the Private Placement Legend) at any time after the Resale Restriction Termination Date with respect to such Note.

(iv) After a transfer of any Restricted Security pursuant to and during the period of the effectiveness of a Shelf Registration Statement with respect to such Restricted Security, (x) all requirements pertaining to the Private Placement Legend will cease to apply to such Restricted Security; and (y) Unrestricted Securities constituting an Unrestricted Global Security (if the transferred Note was a Restricted Global Security) or an Unrestricted Definitive Security (if the transferred Note was a Definitive Security), in each case without the Private Placement Legend, will be available to the transferee of the holder of beneficial interests in the Restricted Global Security or to the Holder of the transferred Restricted Definitive Security upon directions to transfer such Holder’s beneficial interest in the Restricted Global Security or surrender of such transferring Holder’s Restricted Definitive Security, as applicable.

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(v) On and after the Resale Restriction Termination Date with respect to a Restricted Global Security, promptly upon request to the Issuers by the Holder of such Restricted Global Security or owner of beneficial interests therein, in exchange for such Restricted Global Security, either (x) the Issuers shall execute, and the Trustee shall authenticate and deliver, one or more Unrestricted Global Securities in an aggregate principal amount equal to the aggregate principal amount of such Restricted Global Security or (y) the Trustee shall endorse an increase in aggregate principal amount of any then outstanding Unrestricted Global Security equal to the aggregate principal amount of such Restricted Global Security, and thereupon the Trustee shall cancel such Restricted Global Security.

(vi) On and after the Resale Restriction Termination Date with respect to a Restricted Definitive Security, promptly upon request to the Issuers by the Holder of such Restricted Definitive Security and upon surrender to the Trustee of such Restricted Definitive Security, in exchange for such Restricted Definitive Security, the Issuers shall execute, and the Trustee shall authenticate and deliver, an Unrestricted Definitive Security in the same aggregate principal amount as such Restricted Definitive Security, and thereupon the Trustee shall cancel such Restricted Definitive Security.

(c) *Global Security Legend.* Each Global Security shall bear a legend in substantially the following form:

**THIS GLOBAL SECURITY IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE SECURITY REGISTRAR MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO ARTICLE IV OF THE THIRD SUPPLEMENTAL INDENTURE, (II) THIS GLOBAL SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 4.01 OF THE THIRD SUPPLEMENTAL INDENTURE AND (III) THIS GLOBAL SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 4.08 OF THE THIRD SUPPLEMENTAL INDENTURE AND SECTION 309 OF THE ORIGINAL INDENTURE.**

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**UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.**

SECTION 4.08. Cancellation and/or Adjustment of Global Securities. At such time as all beneficial interests in a particular Global Security have been exchanged for Definitive Securities or a particular Global Security has been redeemed or canceled in whole and not in part, each such Global Security shall be returned to or retained and canceled by the Trustee in accordance with Section 309 of the Original Indenture. At any time prior to such cancellation, if any beneficial interest in a Global Security is exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security or for Definitive Securities:

(x) the Security Registrar shall reflect on the Security Register for the Notes the date and a corresponding decrease in the principal amount of such Global Security;

(y) the principal amount of Notes represented by such Global Security shall be reduced accordingly and an endorsement shall be made on such Global Security by the Trustee to reflect such reduction; and

(z) if the beneficial interest is being exchanged for or transferred to a Person who will take delivery thereof in the form of a beneficial interest in another Global Security, (1) the Security Registrar shall reflect on the Security Register for the Notes the date and a corresponding increase in the principal amount of such other Global Security and (2) such other Global Security shall be increased accordingly and an endorsement shall be made on such Global Security by the Trustee to reflect such increase.

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SECTION 4.09. General Provisions Relating to Transfers and Exchanges. (a) To permit registrations of transfer and exchanges, the Issuers shall execute and the Trustee shall authenticate Global Securities and Definitive Securities at the Security Registrar's request in accordance with provisions providing for such registrations of transfer and exchange in this Article IV and Sections 304, 306, 906 and 1107 of the Original Indenture.

(b) No service charge shall be made for any registration of transfer or exchange of Notes, but the Issuers may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Notes, other than exchanges pursuant to Section 304, 306, 906 or 1107 of the Original Indenture or Article IV of this Third Supplemental Indenture not involving any transfer.

(c) All Notes issued upon any registration of transfer or exchange of Notes shall be the valid obligations of the Issuers, evidencing the same debt, and entitled to the same benefits under the Indenture, as the Notes surrendered upon such registration of transfer or exchange.

(d) If Notes of a series are to be redeemed in whole or in part, the Issuers shall not be required (A) to issue, register the transfer of or exchange any Notes of such series during a period beginning at the opening of business 15 days before the day of selection of any such Notes for redemption in part under Section 1103 of the Original Indenture and ending at the close of business on the day of such selection, or (B) to register the transfer of or exchange any Note of such series so selected for redemption in whole or in part, except the unredeemed portion of any Note of such series being redeemed in part.

(e) Prior to due presentment of a Note for registration of transfer, the Issuers, the Trustee and any agent of the Issuers or the Trustee may treat the Person in whose name such Note is registered as the owner of such Note for the purpose of receiving payment of principal of and any premium and (subject to Section 307 of the Original Indenture) any interest on such Note and for all other purposes whatsoever, whether or not such Note be overdue, and neither the Issuers, the Trustee nor any agent of the Issuers or the Trustee shall be affected by notice to the contrary.

(f) All certifications, certificates and Opinions of Counsel required to be submitted to the Security Registrar pursuant to this Article IV to effect a transfer or exchange may be submitted by facsimile.

(g) The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Third Supplemental Indenture or under applicable law with respect to any transfer of any interest in any Global Security or Definitive Security other than to require delivery of such certificates and other documentation or evidence as is expressly required by, and to do so if and when expressly required by the terms of, this Third Supplemental Indenture, and to examine the same to determine substantial compliance as to conformity with the express requirements hereof.

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(h) Neither the Trustee nor any Agent shall have any responsibility for any actions taken or not taken by the Depository.

SECTION 4.10. Applicability. The provisions of this Article IV shall apply in lieu of the second through eighth paragraphs of Section 305 of the Original Indenture and shall apply only to the Notes.

## ARTICLE V

### Miscellaneous

SECTION 5.01. Ratification of Original Indenture; Third Supplemental Indenture Part of Original Indenture. Except as expressly amended hereby, the Original Indenture is in all respects ratified and confirmed and all the terms, conditions and provisions thereof shall remain in full force and effect. This Third Supplemental Indenture shall form a part of the Original Indenture for all purposes, and every Holder of Notes shall be bound hereby.

SECTION 5.02. Concerning the Trustee. The recitals contained herein and in the Notes, except with respect to the Trustee's certificates of authentication, shall be taken as the statements of the Issuers, and the Trustee assumes no responsibility for the correctness of the same. The Trustee makes no representations as to the validity or sufficiency of this Third Supplemental Indenture or of the Notes. At all times the Trustee shall comply with all applicable requirements of the Trust Indenture Act.

SECTION 5.03. Counterparts. This Third Supplemental Indenture may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

SECTION 5.04. Governing Law. THIS THIRD SUPPLEMENTAL INDENTURE AND THE NOTES AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO AND THERETO, INCLUDING THE INTERPRETATION, CONSTRUCTION, VALIDITY AND ENFORCEABILITY THEREOF, SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.

SECTION 5.05. Effect of Headings and Table of Contents. The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 5.06. Benefits under Third Supplemental Indenture, etc. Nothing in this Third Supplemental Indenture or the Notes, express or implied, shall give to any Person, other than the parties hereto and thereto and their successors hereunder and thereunder and the Holders of the Notes, any benefit of any legal or equitable right, remedy or claim under the Original Indenture, this Third Supplemental Indenture or the Notes.

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SECTION 5.07. Successors. All agreements of the Issuers in this Third Supplemental Indenture and the Notes shall bind their respective successors. All agreements of the Trustee in this Third Supplemental Indenture shall bind its successor.

SECTION 5.08. Scope of Supplemental Indenture. The changes, modifications and supplements to the Original Indenture effected by this Third Supplemental Indenture shall be applicable only with respect to, and shall only govern the terms of, and shall be deemed expressly included in this Third Supplemental Indenture solely for the benefit of, the Notes which may be issued from time to time, and shall not apply to any other Securities that may be issued under the Original Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements.

SECTION 5.09. Execution of Securities. The first paragraph of Section 303 of the Original Indenture is replaced and restated, solely for purposes of the Notes, as follows: "The Securities shall be executed on behalf of the Company and the Co-Obligor by their respective President or a Vice President (regardless of vice presidential designation) (or any other officer of the Company or the Co-Obligor designated in writing by or pursuant to authority of the respective Boards of Directors (or comparable governing body) and delivered to the Trustee from time to time), thereon attested by their respective Secretary or Assistant Secretary. The signature of any of these officers on the Securities may be manual or facsimile."

**[Remainder of page intentionally left blank]**

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IN WITNESS WHEREOF, the parties have caused this Third Supplemental Indenture to be duly executed by their respective officers thereunto duly authorized as of the date first above written.

**BAKER HUGHES, A GE COMPANY, LLC**

By:           /s/ William D. Marsh  
Name: William D. Marsh  
Title: Chief Legal Officer

**BAKER HUGHES CO-OBLIGOR, INC.**

By:           /s/ Joseph Bertucci  
Name: Joseph Bertucci  
Title: President

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

By:           /s/ R. Tarnas  
Name: R. Tarnas  
Title: Vice President

[Signature page to Third Supplemental Indenture]

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**EXHIBIT A**

**FACE OF SECURITY**

**GLOBAL SECURITY LEGEND**

THIS GLOBAL SECURITY IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE SECURITY REGISTRAR MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO ARTICLE IV OF THE THIRD SUPPLEMENTAL INDENTURE, (II) THIS GLOBAL SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 4.01 OF THE THIRD SUPPLEMENTAL INDENTURE AND (III) THIS GLOBAL SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 4.08 OF THE THIRD SUPPLEMENTAL INDENTURE AND SECTION 309 OF THE ORIGINAL INDENTURE. \*

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.\*

[PRIVATE PLACEMENT LEGEND]\*\*

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS.

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\* This paragraph should be included only if the Security is a Global Security.

\*\* This paragraph should be included only if the Security is a Restricted Security.

NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS A NON-U.S. PURCHASER AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE INDENTURE), ONLY (A) TO BAKER HUGHES, A GE COMPANY, LLC OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED OR BECOME EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY OTHER JURISDICTION, INCLUDING ANY STATE OF THE UNITED STATES, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL SATISFACTORY TO EACH OF THEM AND/OR A CERTIFICATE OF TRANSFER OR EXCHANGE IN THE FORM PRESCRIBED IN THE INDENTURE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.\*\*

BY ITS ACQUISITION AND HOLDING OF THIS SECURITY THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT EITHER (I) IT IS NOT AND WILL NOT BE FOR SO LONG AS IT HOLDS ANY SECURITY (OR INTEREST IN A SECURITY) AN EMPLOYEE BENEFIT PLAN OR ARRANGEMENT SUBJECT TO THE FIDUCIARY RESPONSIBILITY REQUIREMENT OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), A "PLAN" OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"), OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY, OR A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"),

OR (II) THE PURCHASE, HOLDING AND DISPOSITION OF THIS SECURITY WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN, A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.\*\*

Exhibit A-3

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No.  
CUSIP No.  
ISIN No.

\$ [ ]

BAKER HUGHES, A GE COMPANY, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (herein called the “*Company*”, which term includes any successor Person under the Indenture hereinafter referred to), and BAKER HUGHES CO-OBLIGOR, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the “*Co-Obligor*”, which term includes any successor Person under the Indenture hereinafter referred to, and, together with the Company, the “*Issuers*”), for value received, hereby jointly and severally promise to pay to Cede & Co., or registered assigns, the principal sum of \_\_\_\_\_ Dollars [or such greater or lesser amount as is indicated on the Schedule of Exchanges of Interests in the Global Security attached to this Security]\* on December 15, 2022, and to pay interest thereon from December 11, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on June 15 and December 15 in each year, commencing June 15, 2018, and at the Maturity thereof, at the rate of 2.773% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the June 1 or December 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest so payable, but not punctually paid or duly provided for, will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made (x) if this Security is a Global Security, through the Depositary or (y) if this Security is not a Global Security, at the office or agency of the Issuers maintained for that purpose in New York, New York, against surrender of this Security in the case of any payment due at the Maturity of the principal thereof or any payment of interest that becomes payable on a day other than an Interest Payment Date, and in the case of clause (x) or clause (y), in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that if this Security is not a Global Security,

(i) payment of interest on an Interest Payment Date will be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and all other payments will be made by check against surrender of this Security; (ii) all payments by check will be made in next-day funds (*i.e.*, funds that become available on the day after the check is cashed); and (iii) notwithstanding clauses (i) and (ii) above, with respect to any payment of any amount due on this Security, if this Security is in a denomination of at least \$1,000,000 and the Holder hereof at the time of surrender hereof or, in the case of any payment of interest on any Interest Payment Date, the Holder thereof on the related Regular Record Date delivers a written request to the Paying Agent to make such payment by wire transfer at least five Business Days before the date such payment becomes due, together with appropriate wire transfer instructions specifying an account at a bank in New York, New York, the Issuers shall make such payment by wire transfer of immediately available funds to such account at such bank in New York City, any such wire instructions, once properly given by a Holder as to this Security, remaining in effect as to such Holder and this Security unless and until new instructions are given in the manner described above and *provided further*, that notwithstanding anything in the foregoing to the contrary, if this Security is a Global Security, payment shall be made pursuant to the Applicable Procedures of the Depositary as permitted in said Indenture.

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

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



IN WITNESS WHEREOF, the Company and the Co-Obligor have caused this instrument to be duly executed.

**BAKER HUGHES, A GE COMPANY, LLC**

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Name:

Title:

**BAKER HUGHES CO-OBLIGOR, INC.**

By: \_\_\_\_\_

Name:

Title:

Attest: \_\_\_\_\_

Name:

Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated:

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

By:

\_\_\_\_\_  
Authorized Signatory

Exhibit A-7

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This Security is one of a duly authorized issue of senior securities of the Issuers (herein called the “**Securities**”), issued and to be issued in one or more series under an Indenture, dated as of October 28, 2008, as supplemented by the Third Supplemental Indenture (herein so called) thereto, dated as of December 11, 2017 (herein called the “**Indenture**”, which term shall have the meaning assigned to it in such Third Supplemental Indenture), between the Issuers and The Bank of New York Mellon Trust Company, N.A., as Trustee (herein called the “**Trustee**”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuers, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, the aggregate principal amount of which is not limited. The aggregate principal amount of Securities of this series authorized for issuance pursuant to the Indenture is limited to the \$1,250,000,000 in aggregate principal amount of Securities of this series initially authorized for issuance on the Issue Date plus such additional amounts of Securities of this series as may be authorized for issuance from time to time thereafter in accordance with the provisions of the Indenture (except for Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the Indenture).

The Securities of this series are subject to redemption upon prior notice, as provided below, at any time, as a whole or in part, at the election of the Company as set forth in Section 2.05 of the Third Supplemental Indenture.

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

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

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

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuers and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Issuers and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected (considered together as one class for this purpose). The Indenture also contains provisions (i) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected under the Indenture (considered together as one class for this purpose), on behalf of the Holders of all Securities of such series, to waive compliance by the Issuers with certain provisions of the Indenture and

(ii) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of any series to be affected under the Indenture (with each such series considered separately for this purpose), on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

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

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Issuers in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuers and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

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

No service charge shall be made for any such registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith, except as provided in Section 4.09(b) of the Third Supplemental Indenture.

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

In addition to the rights provided to Holders of Securities of this series under the Indenture, Holders of Securities of this series will have the rights set forth in the Registration Rights Agreement, dated as of December 11, 2017, among the Issuers and the other parties named on the signature pages thereof. All references in this Security to "interest" shall be deemed to include "Additional Interest" as defined in and to the extent required by the Registration Rights Agreement, unless the context otherwise requires.\*\*

Each owner of beneficial interests in this Restricted Global Security, by its acceptance thereof, (A) authorizes and consents to, (B) appoints the Company as its agent for the sole purpose of delivering such electronic messages, executing and delivering such instruments and taking such other actions, on such owner's behalf, as the Depository or the Trustee may require to effect, and (C) upon the request of the Company, agrees to deliver such electronic messages, execute and deliver such instruments and take such other actions as the Depository or the Trustee may require, or as shall otherwise be necessary to effect, the removal of the Private Placement Legend hereon (including by means of the exchange of all or the portion of this Restricted Global Security for a certificate evidencing the Note evidenced hereby that does not bear the Private Placement Legend) at any time after the Resale Restriction Termination Date with respect to this Security. \*\*\*

This Security and the Indenture shall be governed by and construed in accordance with the law of the State of New York.

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

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\*\*\* This paragraph should be included only if the Security is a Restricted Global Security.

**SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY\*\*\*\***

The following increases or decreases in the principal amount of this Global Security have been made:

Date of Transaction	Amount of Decrease in Principal Amount of Global Security	Amount of Interest in Principal Amount of Global Security	Principal Amount of Global Security Following Such Decrease (or Increase)	Signature of Authorized Signatory
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\*\*\*\* This Schedule should be included only if the Security is a Global Security.

**EXHIBIT B**

**FACE OF SECURITY**

**GLOBAL SECURITY LEGEND**

THIS GLOBAL SECURITY IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE SECURITY REGISTRAR MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO ARTICLE IV OF THE THIRD SUPPLEMENTAL INDENTURE, (II) THIS GLOBAL SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 4.01 OF THE THIRD SUPPLEMENTAL INDENTURE AND (III) THIS GLOBAL SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 4.08 OF THE THIRD SUPPLEMENTAL INDENTURE AND SECTION 309 OF THE ORIGINAL INDENTURE.\*

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.\*

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\* This paragraph should be included only if the Security is a Global Security.

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS A NON-U.S. PURCHASER AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE INDENTURE), ONLY (A) TO BAKER HUGHES, A GE COMPANY, LLC OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED OR BECOME EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY OTHER JURISDICTION, INCLUDING ANY STATE OF THE UNITED STATES, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL SATISFACTORY TO EACH OF THEM AND/OR A CERTIFICATE OF TRANSFER OR EXCHANGE IN THE FORM PRESCRIBED IN THE INDENTURE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.\*\*

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\*\* This paragraph should be included only if the Security is a Restricted Security.



BY ITS ACQUISITION AND HOLDING OF THIS SECURITY THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT EITHER (I) IT IS NOT AND WILL NOT BE FOR SO LONG AS IT HOLDS ANY SECURITY (OR INTEREST IN A SECURITY) AN EMPLOYEE BENEFIT PLAN OR ARRANGEMENT SUBJECT TO THE FIDUCIARY RESPONSIBILITY REQUIREMENT OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), A “PLAN” OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH EMPLOYEE BENEFIT PLAN OR PLAN’S INVESTMENT IN THE ENTITY, OR A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE (“SIMILAR LAWS”), OR (II) THE PURCHASE, HOLDING AND DISPOSITION OF THIS SECURITY WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN, A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.\*\*

BAKER HUGHES, A GE COMPANY, LLC

BAKER HUGHES CO-OBLIGOR, INC.

3.337% Senior Notes due 2027

No.  
CUSIP No.  
ISIN No.

[\$ ]

BAKER HUGHES, A GE COMPANY, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (herein called the “*Company*”, which term includes any successor Person under the Indenture hereinafter referred to), and BAKER HUGHES CO-OBLIGOR, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the “*Co-Obligor*”, which term includes any successor Person under the Indenture hereinafter referred to, and, together with the Company, the “*Issuers*”), for value received, hereby jointly and severally promise to pay to Cede & Co., or registered assigns, the principal sum of \_\_\_\_\_ Dollars [or such greater or lesser amount as is indicated on the Schedule of Exchanges of Interests in the Global Security attached to this Security]\* on December 15, 2027, and to pay interest thereon from December 11, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on June 15 and December 15 in each year, commencing June 15, 2018, and at the Maturity thereof, at the rate of 3.337% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the June 1 or December 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest so payable, but not punctually paid or duly provided for, will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made (x) if this Security is a Global Security, through the Depositary or (y) if this Security is not a Global Security, at the office or agency of the Issuers maintained for that purpose in New York, New York, against surrender of this Security in the case of any payment due at the Maturity of the principal thereof or any payment of interest that becomes payable on a day other than an Interest Payment Date, and in the case of clause (x) or clause (y), in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that if this Security is not a Global Security,

(i) payment of interest on an Interest Payment Date will be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and all other payments will be made by check against surrender of this Security; (ii) all payments by check will be made in next-day funds (*i.e.*, funds that become available on the day after the check is cashed); and (iii) notwithstanding clauses (i) and (ii) above, with respect to any payment of any amount due on this Security, if this Security is in a denomination of at least \$1,000,000 and the Holder hereof at the time of surrender hereof or, in the case of any payment of interest on any Interest Payment Date, the Holder thereof on the related Regular Record Date delivers a written request to the Paying Agent to make such payment by wire transfer at least five Business Days before the date such payment becomes due, together with appropriate wire transfer instructions specifying an account at a bank in New York, New York, the Issuers shall make such payment by wire transfer of immediately available funds to such account at such bank in New York City, any such wire instructions, once properly given by a Holder as to this Security, remaining in effect as to such Holder and this Security unless and until new instructions are given in the manner described above and *provided further*, that notwithstanding anything in the foregoing to the contrary, if this Security is a Global Security, payment shall be made pursuant to the Applicable Procedures of the Depositary as permitted in said Indenture.

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

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

**BAKER HUGHES, A GE COMPANY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

**BAKER HUGHES CO-OBLIGOR, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated:

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

By:

\_\_\_\_\_ Authorized Signatory

Exhibit B-7

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This Security is one of a duly authorized issue of senior securities of the Issuers (herein called the “**Securities**”), issued and to be issued in one or more series under an Indenture, dated as of October 28, 2008, as supplemented by the Third Supplemental Indenture (herein so called) thereto, dated as of December 11, 2017 (herein called the “**Indenture**”, which term shall have the meaning assigned to it in such Third Supplemental Indenture), between the Issuers and The Bank of New York Mellon Trust Company, N.A., as Trustee (herein called the “**Trustee**”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuers, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, the aggregate principal amount of which is not limited. The aggregate principal amount of Securities of this series authorized for issuance pursuant to the Indenture is limited to the \$1,350,000,000 in aggregate principal amount of Securities of this series initially authorized for issuance on the Issue Date plus such additional amounts of Securities of this series as may be authorized for issuance from time to time thereafter in accordance with the provisions of the Indenture (except for Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the Indenture).

The Securities of this series are subject to redemption upon prior notice, as provided below, at any time, as a whole or in part, at the election of the Company as set forth in Section 2.05 of the Third Supplemental Indenture.

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

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

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

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuers and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Issuers and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected (considered together as one class for this purpose). The Indenture also contains provisions (i) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected under the Indenture (considered together as one class for this purpose), on behalf of the Holders of all Securities of such series, to waive compliance by the Issuers with certain provisions of the Indenture and (ii) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of any series to be affected under the Indenture (with each such series considered separately for this purpose), on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences.

Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

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

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Issuers in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuers and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

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

No service charge shall be made for any such registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith, except as provided in Section 4.09(b) of the Third Supplemental Indenture.

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

In addition to the rights provided to Holders of Securities of this series under the Indenture, Holders of Securities of this series will have the rights set forth in the Registration Rights Agreement, dated as of December 11, 2017, among the Issuers and the other parties named on the signature pages thereof. All references in this Security to "interest" shall be deemed to include "Additional Interest" as defined in and to the extent required by the Registration Rights Agreement, unless the context otherwise requires.\*\*

Each owner of beneficial interests in this Restricted Global Security, by its acceptance thereof, (A) authorizes and consents to, (B) appoints the Company as its agent for the sole purpose of delivering such electronic messages, executing and delivering such instruments and taking such other actions, on such owner's behalf, as the Depository or the Trustee may require to effect, and (C) upon the request of the Company, agrees to deliver such electronic messages, execute and deliver such instruments and take such other actions as the Depository or the Trustee may require, or as shall otherwise be necessary to effect, the removal of the Private Placement Legend hereon (including by means of the exchange of all or the portion of this Restricted Global Security for a certificate evidencing the Note evidenced hereby that does not bear the Private Placement Legend) at any time after the Resale Restriction Termination Date with respect to this Security. \*\*\*

This Security and the Indenture shall be governed by and construed in accordance with the law of the State of New York.

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

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\*\*\* This paragraph should be included only if the Security is a Restricted Global Security.



**SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY\*\*\*\***

The following increases or decreases in the principal amount of this Global Security have been made:

Date of Transaction	Amount of Decrease in Principal Amount of Global Security	Amount of Interest in Principal Amount of Global Security	Principal Amount of Global Security Following Such Decrease (or Increase)	Signature of Authorized Signatory
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\*\*\*\* This Schedule should be included only if the Security is a Global Security.

**EXHIBIT C**

**FACE OF SECURITY**

**GLOBAL SECURITY LEGEND**

THIS GLOBAL SECURITY IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS SECURITY) OR ITS NOMINEE IN CUSTODY FOR THE BENEFIT OF THE BENEFICIAL OWNERS HEREOF, AND IS NOT TRANSFERABLE TO ANY PERSON UNDER ANY CIRCUMSTANCES EXCEPT THAT (I) THE SECURITY REGISTRAR MAY MAKE SUCH NOTATIONS HEREON AS MAY BE REQUIRED PURSUANT TO ARTICLE IV OF THE THIRD SUPPLEMENTAL INDENTURE, (II) THIS GLOBAL SECURITY MAY BE EXCHANGED IN WHOLE BUT NOT IN PART PURSUANT TO SECTION 4.01 OF THE THIRD SUPPLEMENTAL INDENTURE AND (III) THIS GLOBAL SECURITY MAY BE DELIVERED TO THE TRUSTEE FOR CANCELLATION PURSUANT TO SECTION 4.08 OF THE THIRD SUPPLEMENTAL INDENTURE AND SECTION 309 OF THE ORIGINAL INDENTURE.\*

UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR SECURITIES IN DEFINITIVE FORM, THIS SECURITY MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY. UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) (“DTC”) TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.\*

[PRIVATE PLACEMENT LEGEND]\*\*

THIS SECURITY HAS NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR ANY STATE SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED OR OTHERWISE DISPOSED OF IN THE ABSENCE OF SUCH REGISTRATION OR UNLESS SUCH TRANSACTION IS EXEMPT FROM, OR NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT.

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\* This paragraph should be included only if the Security is a Global Security.

\*\* This paragraph should be included only if the Security is a Restricted Security.

THE HOLDER OF THIS SECURITY BY ITS ACCEPTANCE HEREOF (1) REPRESENTS THAT (A) IT IS A "QUALIFIED INSTITUTIONAL BUYER" (AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT ("RULE 144A")), OR (B) IT IS A NON-U.S. PURCHASER AND IS ACQUIRING THIS SECURITY IN AN OFFSHORE TRANSACTION WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, AND (2) AGREES TO OFFER, SELL OR OTHERWISE TRANSFER SUCH SECURITY, PRIOR TO THE RESALE RESTRICTION TERMINATION DATE (AS DEFINED IN THE INDENTURE), ONLY (A) TO BAKER HUGHES, A GE COMPANY, LLC OR ANY OF ITS SUBSIDIARIES, (B) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED OR BECOME EFFECTIVE UNDER THE SECURITIES ACT, (C) FOR SO LONG AS THE SECURITIES ARE ELIGIBLE FOR RESALE PURSUANT TO RULE 144A, TO A PERSON IT REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER" AS DEFINED IN RULE 144A THAT PURCHASES FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE TRANSFER IS BEING MADE IN RELIANCE ON RULE 144A, (D) PURSUANT TO OFFERS AND SALES TO NON-U.S. PERSONS THAT OCCUR OUTSIDE THE UNITED STATES WITHIN THE MEANING OF REGULATION S UNDER THE SECURITIES ACT, PURSUANT TO RULE 904 OF REGULATION S, OR (E) PURSUANT TO ANOTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND THE SECURITIES LAWS OF ANY OTHER JURISDICTION, INCLUDING ANY STATE OF THE UNITED STATES, SUBJECT TO THE COMPANY'S AND THE TRUSTEE'S RIGHT PRIOR TO ANY SUCH OFFER, SALE OR TRANSFER TO REQUIRE THE DELIVERY OF AN OPINION OF COUNSEL SATISFACTORY TO EACH OF THEM AND/OR A CERTIFICATE OF TRANSFER OR EXCHANGE IN THE FORM PRESCRIBED IN THE INDENTURE. THIS LEGEND WILL BE REMOVED UPON THE REQUEST OF THE HOLDER AFTER THE RESALE RESTRICTION TERMINATION DATE.\*\*

BY ITS ACQUISITION AND HOLDING OF THIS SECURITY THE HOLDER THEREOF WILL BE DEEMED TO HAVE REPRESENTED, WARRANTED AND AGREED THAT EITHER (I) IT IS NOT AND WILL NOT BE FOR SO LONG AS IT HOLDS ANY SECURITY (OR INTEREST IN A SECURITY) AN EMPLOYEE BENEFIT PLAN OR ARRANGEMENT SUBJECT TO THE FIDUCIARY RESPONSIBILITY REQUIREMENT OF TITLE I OF U.S. EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED ("ERISA"), A "PLAN" OR ARRANGEMENT SUBJECT TO SECTION 4975 OF THE U.S. INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE "CODE"),

OR AN ENTITY WHOSE UNDERLYING ASSETS INCLUDE PLAN ASSETS BY REASON OF SUCH EMPLOYEE BENEFIT PLAN OR PLAN'S INVESTMENT IN THE ENTITY, OR A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN WHICH IS SUBJECT TO ANY FEDERAL, STATE, LOCAL, NON-U.S. OR OTHER LAWS OR REGULATIONS THAT ARE SUBSTANTIALLY SIMILAR TO SUCH PROVISIONS OF ERISA OR THE CODE ("SIMILAR LAWS"), OR (II) THE PURCHASE, HOLDING AND DISPOSITION OF THIS SECURITY WILL NOT CONSTITUTE A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE OR, IN THE CASE OF A GOVERNMENTAL, NON-U.S., CHURCH OR OTHER PLAN, A SIMILAR VIOLATION UNDER ANY APPLICABLE SIMILAR LAWS.\*\*

Exhibit C-3

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No.  
CUSIP No.  
ISIN No.

\$ [ ]

BAKER HUGHES, A GE COMPANY, LLC, a limited liability company duly organized and existing under the laws of the State of Delaware (herein called the “**Company**”, which term includes any successor Person under the Indenture hereinafter referred to), and BAKER HUGHES CO-OBLIGOR, INC., a corporation duly organized and existing under the laws of the State of Delaware (herein called the “**Co-Obligor**”, which term includes any successor Person under the Indenture hereinafter referred to, and, together with the Company, the “**Issuers**”), for value received, hereby jointly and severally promise to pay to Cede & Co., or registered assigns, the principal sum of \_\_\_\_\_ Dollars [or such greater or lesser amount as is indicated on the Schedule of Exchanges of Interests in the Global Security attached to this Security]\* on December 15, 2047, and to pay interest thereon from December 11, 2017 or from the most recent Interest Payment Date to which interest has been paid or duly provided for, semi-annually on June 15 and December 15 in each year, commencing June 15, 2018, and at the Maturity thereof, at the rate of 4.080% per annum, until the principal hereof is paid or made available for payment. The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the June 1 or December 1 (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest so payable, but not punctually paid or duly provided for, will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the Person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid in any other lawful manner not inconsistent with the requirements of any securities exchange on which this Security may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture.

Payment of the principal of (and premium, if any) and any such interest on this Security will be made (x) if this Security is a Global Security, through the Depositary or (y) if this Security is not a Global Security, at the office or agency of the Issuers maintained for that purpose in New York, New York, against surrender of this Security in the case of any payment due at the Maturity of the principal thereof or any payment of interest that becomes payable on a day other than an Interest Payment Date, and in the case of clause (x) or clause (y), in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts; *provided, however*, that if this Security is not a Global Security,

(i) payment of interest on an Interest Payment Date will be made by check mailed to the address of the Person entitled thereto as such address shall appear in the Security Register; and all other payments will be made by check against surrender of this Security; (ii) all payments by check will be made in next-day funds (*i.e.*, funds that become available on the day after the check is cashed); and (iii) notwithstanding clauses (i) and (ii) above, with respect to any payment of any amount due on this Security, if this Security is in a denomination of at least \$1,000,000 and the Holder hereof at the time of surrender hereof or, in the case of any payment of interest on any Interest Payment Date, the Holder thereof on the related Regular Record Date delivers a written request to the Paying Agent to make such payment by wire transfer at least five Business Days before the date such payment becomes due, together with appropriate wire transfer instructions specifying an account at a bank in New York, New York, the Issuers shall make such payment by wire transfer of immediately available funds to such account at such bank in New York City, any such wire instructions, once properly given by a Holder as to this Security, remaining in effect as to such Holder and this Security unless and until new instructions are given in the manner described above and *provided further*, that notwithstanding anything in the foregoing to the contrary, if this Security is a Global Security, payment shall be made pursuant to the Applicable Procedures of the Depositary as permitted in said Indenture.

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

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

Exhibit C-5

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IN WITNESS WHEREOF, the Company and the Co-Obligor have caused this instrument to be duly executed.

**BAKER HUGHES, A GE COMPANY, LLC**

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

**BAKER HUGHES CO-OBLIGOR, INC.**

By: \_\_\_\_\_  
Name:  
Title:

Attest: \_\_\_\_\_  
Name:  
Title:

CERTIFICATE OF AUTHENTICATION

This is one of the Securities of the series designated herein and referred to in the within-mentioned Indenture.

Dated:

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

By:

\_\_\_\_\_  
Authorized Signatory

Exhibit C-7

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This Security is one of a duly authorized issue of senior securities of the Issuers (herein called the “**Securities**”), issued and to be issued in one or more series under an Indenture, dated as of October 28, 2008, as supplemented by the Third Supplemental Indenture (herein so called) thereto, dated as of December 11, 2017 (herein called the “**Indenture**”, which term shall have the meaning assigned to it in such Third Supplemental Indenture), between the Issuers and The Bank of New York Mellon Trust Company, N.A., as Trustee (herein called the “**Trustee**”, which term includes any successor trustee under the Indenture), and reference is hereby made to the Indenture for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuers, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, the aggregate principal amount of which is not limited. The aggregate principal amount of Securities of this series authorized for issuance pursuant to the Indenture is limited to the \$1,350,000,000 in aggregate principal amount of Securities of this series initially authorized for issuance on the Issue Date plus such additional amounts of Securities of this series as may be authorized for issuance from time to time thereafter in accordance with the provisions of the Indenture (except for Securities of this series authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of this series pursuant to the Indenture).

The Securities of this series are subject to redemption upon prior notice, as provided below, at any time, as a whole or in part, at the election of the Company as set forth in Section 2.05 of the Third Supplemental Indenture.

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

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

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

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuers and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Issuers and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected (considered together as one class for this purpose). The Indenture also contains provisions (i) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected under the Indenture (considered together as one class for this purpose), on behalf of the Holders of all Securities of such series, to waive compliance by the Issuers with certain provisions of the Indenture and (ii) permitting the Holders of a majority in principal amount of the Securities at the time Outstanding of any series to be affected under the Indenture (with each such series considered separately for this purpose), on behalf of the Holders of all Securities of such series, to waive certain past defaults under the Indenture and their consequences.

Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security.

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

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

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Issuers in any place where the principal of and any premium and interest on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuers and the Security Registrar duly executed by, the Holder hereof or his attorney duly authorized in writing, and thereupon one or more new Securities of this series and of like tenor, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

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

No service charge shall be made for any such registration of transfer or exchange, but the Issuers may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith, except as provided in Section 4.09(b) of the Third Supplemental Indenture.

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

In addition to the rights provided to Holders of Securities of this series under the Indenture, Holders of Securities of this series will have the rights set forth in the Registration Rights Agreement, dated as of December 11, 2017, among the Issuers and the other parties named on the signature pages thereof. All references in this Security to "interest" shall be deemed to include "Additional Interest" as defined in and to the extent required by the Registration Rights Agreement, unless the context otherwise requires.\*\*

Each owner of beneficial interests in this Restricted Global Security, by its acceptance thereof, (A) authorizes and consents to, (B) appoints the Company as its agent for the sole purpose of delivering such electronic messages, executing and delivering such instruments and taking such other actions, on such owner's behalf, as the Depository or the Trustee may require to effect, and (C) upon the request of the Company, agrees to deliver such electronic messages, execute and deliver such instruments and take such other actions as the Depository or the Trustee may require, or as shall otherwise be necessary to effect, the removal of the Private Placement Legend hereon (including by means of the exchange of all or the portion of this Restricted Global Security for a certificate evidencing the Note evidenced hereby that does not bear the Private Placement Legend) at any time after the Resale Restriction Termination Date with respect to this Security. \*\*\*

This Security and the Indenture shall be governed by and construed in accordance with the law of the State of New York.

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

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\*\*\* This paragraph should be included only if the Security is a Restricted Global Security.

**SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL SECURITY\*\*\*\***

The following increases or decreases in the principal amount of this Global Security have been made:

Date of Transaction	Amount of Decrease in Principal Amount of Global Security	Amount of Interest in Principal Amount of Global Security	Principal Amount of Global Security Following Such Decrease (or Increase)	Signature of Authorized Signatory
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\*\*\*\* This Schedule should be included only if the Security is a Global Security.

EXHIBIT D

FORM OF CERTIFICATE OF TRANSFER

Baker Hughes, a GE company, LLC  
Baker Hughes Co-Obligor, Inc.  
17021 Aldine Westfield Road  
Houston, Texas 77073

The Bank of New York Mellon Trust Company, N.A.  
601 Travis Street, 18th Floor  
Houston, Texas 77002  
Attention: Corporate Trust Administration

Re: 2.773% Senior Notes due 2022  
3.337% Senior Notes due 2027  
4.080% Senior Notes due 2047

Reference is hereby made to the Indenture, dated as of October 28, 2008, as supplemented by the Third Supplemental Indenture thereto, dated as of December 11, 2017 (the "Indenture"), between Baker Hughes, a GE company, LLC and Baker Hughes Co-Obligor, Inc., as issuers (the "Issuers") and The Bank of New York Mellon Trust Company, N.A., as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

\_\_\_\_\_ (the "Transferor") owns and proposes to transfer the Security[ies] or beneficial interest in such Security[ies] specified in Annex A hereto, in the principal amount of \$\_\_\_\_\_ (the "Transfer"), to \_\_\_\_\_ (the "Transferee"), as further specified in Annex A hereto. In connection with the Transfer, the Transferor hereby certifies that:

[CHECK ALL THAT APPLY]

1.  CHECK IF TRANSFEREE IS A QIB IN ACCORDANCE WITH RULE 144A. The Transfer is being effected pursuant to and in accordance with Rule 144A under the U.S. Securities Act of 1933, as amended (the "Securities Act"), and, accordingly, the Transferor hereby further certifies that the beneficial interest or Definitive Security is being transferred to a Person that the Transferor reasonably believes is purchasing the beneficial interest or Definitive Security for its own account, or for one or more accounts with respect to which such Person exercises sole investment discretion, and such Person and each such account is a "qualified institutional buyer" within the meaning of Rule 144A in a transaction meeting the requirements of Rule 144A, and such Transfer is in compliance with any applicable blue sky securities laws of any state of the United States. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Security will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the 144A Global Security or the Restricted Definitive Security and in the Indenture and the Securities Act.

2.   CHECK IF TRANSFEREE WILL TAKE DELIVERY PURSUANT TO REGULATION S. The Transfer is being effected pursuant to and in accordance with Rule 904 under the Securities Act and, accordingly, the Transferor hereby further certifies that (i) the Transfer is not being made to a person in the United States and (x) at the time the buy order was originated, the Transferee was outside the United States or such Transferor and any Person acting on its behalf reasonably believed and believes that the Transferee was outside the United States or (y) the transaction was executed in, on or through the facilities of a designated offshore securities market and neither such Transferor nor any Person acting on its behalf knows that the transaction was prearranged with a buyer in the United States, (ii) no directed selling efforts have been made in contravention of the requirements of Rule 904(b) of Regulation S under the Securities Act, (iii) the transaction is not part of a plan or scheme to evade the registration requirements of the Securities Act and (iv) if the Transfer is being made prior to the expiration of the Restricted Period, the Transfer is not being made to a U.S. Person or for the account or benefit of a U.S. Person (other than an Initial Purchaser), except pursuant to Rule 144A. Upon consummation of the proposed transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Security will be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Regulation S Global Security or the Restricted Definitive Security and in the Indenture and the Securities Act.

3.   CHECK IF TRANSFEREE WILL TAKE DELIVERY PURSUANT TO ANY PROVISION OF THE SECURITIES ACT OTHER THAN RULE 144A OR REGULATION S. The Transfer is being effected in compliance with the transfer restrictions applicable to beneficial interests in Restricted Global Securities and Restricted Definitive Securities and pursuant to and in accordance with the Securities Act (other than Rule 144A or Regulation S) and any applicable "blue sky" securities laws of any state of the United States.

4.   CHECK AND COMPLETE IF TRANSFEREE WILL TAKE DELIVERY OF (i) A BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL SECURITY OR (ii) AN UNRESTRICTED DEFINITIVE SECURITY:

(a)   CHECK IF TRANSFER IS PURSUANT TO RULE 144. (i) The Transfer is being effected pursuant to and in accordance with Rule 144 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Security will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Securities or Restricted Definitive Securities and in the Indenture.

(b)   CHECK IF TRANSFER IS PURSUANT TO REGULATION S. (i) The Transfer is being effected pursuant to and in accordance with Rule 904 under the Securities Act and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act.

Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Security will no longer be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Securities or Restricted Definitive Securities and in the Indenture.

(c)   CHECK IF TRANSFER IS PURSUANT TO OTHER EXEMPTION. (i) The Transfer is being effected pursuant to and in compliance with an exemption from the registration requirements of the Securities Act other than Rule 144 or Rule 904 and in compliance with the transfer restrictions contained in the Indenture and any applicable blue sky securities laws of any state of the United States and (ii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act. Upon consummation of the proposed Transfer in accordance with the terms of the Indenture, the transferred beneficial interest or Definitive Security will not be subject to the restrictions on transfer enumerated in the Private Placement Legend printed on the Restricted Global Securities or Restricted Definitive Securities and in the Indenture.

This certificate and the statements contained herein are made for your benefit and the benefit of the Issuers.

[Insert Name of Transferor]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

ANNEX A TO CERTIFICATE OF TRANSFER

1. The Transferor owns and proposes to transfer the following:

[CHECK ONE]

- (a)  a beneficial interest in a Global Security (CUSIP [ ]), or
- (b)  a Restricted Definitive Security (CUSIP [ ]).

2. After the Transfer the Transferee will hold:

[CHECK ONE]

- (a)  a beneficial interest in a Global Security (CUSIP [ ]); or
- (b)  a Restricted Definitive Security (CUSIP [ ]); or
- (c)  an Unrestricted Definitive Security (CUSIP [ ]), in accordance with the terms of the Indenture.



EXHIBIT E

FORM OF CERTIFICATE OF EXCHANGE

Baker Hughes, a GE company, LLC  
Baker Hughes Co-Obligor, Inc.  
17021 Aldine Westfield Road  
Houston, Texas 77073

The Bank of New York Mellon Trust Company, N.A.  
601 Travis Street, 18th Floor  
Houston, Texas 77002  
Attention: Corporate Trust Administration

Re: 2.773% Senior Notes due 2022  
CUSIP 05723K AA8<sup>1</sup>  
CUSIP U05693 AA1<sup>2</sup>  
3.337% Senior Notes due 2027  
CUSIP 05723K AB6<sup>1</sup>  
CUSIP U05693 AB9<sup>2</sup>  
4.080% Senior Notes due 2047  
CUSIP 05723K AC4<sup>1</sup>  
CUSIP U05693 AC7<sup>2</sup>

Reference is hereby made to the Indenture, dated as of October 28, 2008, as supplemented by the Third Supplemental Indenture thereto, dated as of December 11, 2017 (the "Indenture"), between Baker Hughes, a GE company, LLC and Baker Hughes Co-Obligor, Inc., as issuers (the "Issuers") and The Bank of New York Mellon Trust Company, N.A., as trustee. Capitalized terms used but not defined herein shall have the meanings given to them in the Indenture.

\_\_\_\_\_ (the "Owner") owns and proposes to exchange the Security[ies] or beneficial interest in such Security[ies] specified herein, in the principal amount of \$\_\_\_\_\_ (the "Exchange"). In connection with the Exchange, the Owner hereby certifies that:

1. The Owner proposes to exchange the following Security[ies]:

2.773% Senior Notes due 2022 CUSIP 05723K AA8

2.773% Senior Notes due 2022 CUSIP U05693 AA1

3.337% Senior Notes due 2027 CUSIP 05723K AB6

<sup>1</sup> For Securities sold in reliance on Rule 144A.

<sup>2</sup> For Securities sold in reliance on Regulation S.

3.337% Senior Notes due 2027 CUSIP U05693 AB9

4.080% Senior Notes due 2047 CUSIP 05723K AC4

4.080% Senior Notes due 2047 CUSIP U05693 AC7

2.   CHECK IF EXCHANGE IS FROM BENEFICIAL INTEREST IN A RESTRICTED GLOBAL SECURITY TO BENEFICIAL INTEREST IN AN UNRESTRICTED GLOBAL SECURITY. In connection with the Exchange of the Owner's beneficial interest in a Restricted Global Security for a beneficial interest in an Unrestricted Global Security in an equal principal amount, the Owner hereby certifies (i) the beneficial interest is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to the Global Securities and pursuant to and in accordance with the Securities Act of 1933, as amended (the "Securities Act"), (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the beneficial interest in an Unrestricted Global Security is being acquired in compliance with any applicable "blue sky" securities laws of any state of the United States.

3.   CHECK IF EXCHANGE IS FROM RESTRICTED DEFINITIVE SECURITY TO UNRESTRICTED DEFINITIVE SECURITY. In connection with the Owner's Exchange of a Restricted Definitive Security for an Unrestricted Definitive Security, the Owner hereby certifies (i) the Unrestricted Definitive Security is being acquired for the Owner's own account without transfer, (ii) such Exchange has been effected in compliance with the transfer restrictions applicable to Restricted Definitive Securities and pursuant to and in accordance with the Securities Act, (iii) the restrictions on transfer contained in the Indenture and the Private Placement Legend are not required in order to maintain compliance with the Securities Act and (iv) the Unrestricted Definitive Security is being acquired in compliance with any applicable "blue sky" securities laws of any state of the United States. This certificate and the statements contained herein are made for your benefit and the benefit of the Issuers.

[Insert Name of Owner]

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

**BAKER HUGHES, A GE COMPANY, LLC****BAKER HUGHES CO-OBLIGOR, INC.**

2.773% Senior Notes due 2022

3.337% Senior Notes due 2027

4.080% Senior Notes due 2047

**REGISTRATION RIGHTS AGREEMENT**New York, New York  
December 11, 2017

MORGAN STANLEY & CO. LLC  
As Representatives of the several  
Initial Purchasers listed on Schedule A hereto  
c/o MORGAN STANLEY & CO. LLC  
1585 Broadway  
New York, New York 10036

Ladies and Gentlemen:

Baker Hughes, a GE company, LLC, a Delaware limited liability company ("*BHGE LLC*" or the "*Company*") and Baker Hughes Co-Obligor, Inc., a Delaware corporation (the "*Co-Issuer*" and, together with the Company, the "*Issuers*"), propose to issue and sell to the several initial purchasers named in Schedule A hereto (the "*Initial Purchasers*") upon the terms set forth in a purchase agreement, dated December 6, 2017 (the "*Purchase Agreement*") \$1.250 billion aggregate principal amount of the Company's 2.773% Senior Notes due 2022 (the "*2022 Notes*"), \$1.350 billion aggregate principal amount of the Company's 3.337% Senior Notes due 2027 (the "*2027 Notes*") and \$1.350 billion aggregate principal amount of the Company's 4.080% Senior Notes due 2047 (the "*2047 Notes*" and, together with the 2022 Notes and the 2027 Notes, the "*Notes*") relating to the initial placement of the Notes (the "*Initial Placement*"). To satisfy a condition to the obligations of the Initial Purchasers under the Purchase Agreement, the Issuers hereby jointly and severally agree with the Initial Purchasers for the benefit of the holders from time to time of the Notes (including the Initial Purchasers) and the New Notes (as defined herein) (each a "*Holder*" and, together, the "*Holders*"), as follows:

1. **Definitions.** Capitalized terms used herein without definition shall have their respective meanings set forth in the Purchase Agreement. As used in this Registration Rights Agreement (this "*Agreement*"), the following capitalized defined terms shall have the following meanings:

"*2022 Exchange Notes*" shall mean the 2.773% Senior Notes due 2022, of the same series under the Indenture as the 2022 Notes, to be issued to Holders in exchange for 2022 Notes pursuant to this Agreement.

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“2027 Exchange Notes” shall mean the 3.337% Senior Notes due 2027, of the same series under the Indenture as the 2027 Notes, to be issued to Holders in exchange for 2027 Notes pursuant to this Agreement.

“2047 Exchange Notes” shall mean the 4.080% Senior Notes due 2047, of the same series under the Indenture as the 2047 Notes, to be issued to Holders in exchange for 2047 Notes pursuant to this Agreement.

“Act” shall mean the Securities Act of 1933, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Advice” shall have the meaning set forth in the last paragraph of Section 5 hereof.

“Affiliate” of any specified Person shall have the same meaning as in Rule 501(b) of Regulation D of the Act.

“Agreement” shall have the meaning set forth in Section 1 hereof.

“Blackout Period” shall have the meaning set forth in Section 3(b)(ii) hereof.

“Broker-Dealer” shall mean any broker or dealer registered as such under the Exchange Act.

“Business Day” shall mean any day other than a Saturday, a Sunday or a legal holiday or a day on which banking institutions or trust companies are authorized or obligated by law to close in New York City.

“Closing Date” shall mean December 11, 2017, the date on which the Notes are initially issued.

“Commission” shall mean the Securities and Exchange Commission.

“Exchange Act” shall mean the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission promulgated thereunder.

“Exchange Offer Registration Period” shall mean the 180-day period following the effective date of the Exchange Offer Registration Statement, exclusive of any period during which any stop order shall be in effect suspending the effectiveness of the Exchange Offer Registration Statement, or such shorter period as will terminate when (i) all New Notes held by Exchanging Dealers or Initial Purchasers have been sold pursuant thereto or (ii) Exchanging Broker-Dealers are no longer required to deliver a Prospectus in connection with market-making or other trading activities, whichever occurs first.

“Exchange Offer Registration Statement” shall mean a registration statement of the Company on an appropriate form under the Act with respect to the Registered Exchange Offer, all amendments and supplements to such registration statement, including post-effective amendments thereto, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

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“*Exchanging Dealer*” shall mean any Holder (which may include any of the Initial Purchasers) that is a Broker-Dealer and elects to exchange for New Notes any Notes that it acquired for its own account as a result of market-making activities or other trading activities (but not directly from the Issuers or any Affiliate of the Issuers).

“*Free Writing Prospectus*” shall mean each free writing prospectus (as defined in Rule 405 under the Act) prepared by or on behalf of the Issuers (or any of their respective agents or representatives) or used or referred to by the Issuers (or any of their respective agents or representatives) in connection with the sale of the Notes or the New Notes.

“*Holder*” shall have the meaning set forth in the preamble hereto.

“*Indemnified Holder*” shall have the meaning set forth in Section 7(a) hereof.

“*Indemnified Person*” shall have the meaning set forth in Section 7(d) hereof.

“*Indemnifying Person*” shall have the meaning set forth in Section 7(d) hereof.

“*Indenture*” shall mean the Indenture dated as of October 28, 2008, between the Company and The Bank of New York Mellon Trust Company, N.A., as trustee, as supplemented and amended by the First Supplemental Indenture dated August 17, 2011, the Second Supplemental Indenture dated July 3, 2017 and the Third Supplemental Indenture as of the date hereof, as the same may be further supplemented and amended from time to time in accordance with the terms thereof.

“*Initial Placement*” shall have the meaning set forth in the preamble hereto.

“*Initial Purchasers*” shall have the meaning set forth in the preamble hereto.

“*Issuers*” shall have the meaning set forth in the preamble hereto.

“*Losses*” shall have the meaning set forth in Section 7(a) hereof.

“*Majority Holders*” shall mean the Holders of a majority of the aggregate principal amount of Notes or New Notes, as applicable, registered under a Registration Statement.

“*Managing Underwriters*” shall mean the investment banker or investment bankers and manager or managers that shall administer an underwritten offering.

“*New Notes*” or “*Exchange Notes*” shall mean the 2022 Exchange Notes, the 2027 Exchange Notes and the 2047 Exchange Notes, as applicable.

“*New Notes Indenture*” shall mean an indenture between the Issuers and the New Notes Trustee, identical in all material respects to the Indenture (except that the interest rate step-up provisions and the transfer restrictions shall be eliminated).

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“*New Notes Trustee*” shall mean The Bank of New York Mellon Trust Company, N.A. or another bank or trust company serving as trustee with respect to the New Notes under the New Notes Indenture.

“*Notes*” shall have the meaning set forth in the preamble hereto.

“*Prospectus*” shall mean the prospectus included in any Registration Statement (including, without limitation, a prospectus that discloses information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A under the Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Notes or the New Notes covered by such Registration Statement, and all amendments and supplements thereto and all material incorporated by reference therein.

“*Purchase Agreement*” shall have the meaning set forth in the preamble hereto.

“*Registration Default*” shall have the meaning set forth in Section 4.

“*Registered Exchange Offer*” shall mean the proposed offer of the Issuers to issue and deliver to the Holders of the Notes that are not prohibited by any law or policy of the Commission from participating in such offer, in exchange for such Notes, a like aggregate principal amount of applicable series of Exchange Notes.

“*Registration Statement*” shall mean any Exchange Offer Registration Statement or Shelf Registration Statement that covers any of the Notes or the New Notes pursuant to the provisions of this Agreement, any amendments and supplements to such registration statement, including post-effective amendments (in each case including the Prospectus contained therein), all exhibits thereto and all material incorporated by reference therein.

“*Shelf Registration*” shall mean a registration effected pursuant to Section 3 hereof.

“*Shelf Registration Period*” shall have the meaning set forth in Section 3(b)(ii) hereof.

“*Shelf Registration Statement*” shall mean a “shelf” registration statement of the Company pursuant to the provisions of Section 3 hereof which covers some or all of the Notes or New Notes, as applicable, on an appropriate form under Rule 415 under the Act, or any similar rule that may be adopted by the Commission, amendments and supplements to such registration statement, including post-effective amendments, in each case including the Prospectus contained therein, all exhibits thereto and all material incorporated by reference therein.

“*Special Interest*” shall have the meaning set forth in Section 4 hereof.

“*Trust Indenture Act*” shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder and any successor act, rules and regulations.

“*Trustee*” shall mean the trustee with respect to the Notes and New Notes under the Indenture.

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“Underwriter” shall mean any underwriter of Notes or New Notes in connection with an offering thereof under a Registration Statement.

2. Registered Exchange Offer.

(a) Except as set forth in Section 3 below, the Issuers shall prepare, at their cost, and shall file with the Commission the Exchange Offer Registration Statement. The Issuers shall use their reasonable best efforts to cause the Exchange Offer Registration Statement to become effective under the Act.

(b) Upon the effectiveness of the Exchange Offer Registration Statement, the Issuers shall promptly commence the Registered Exchange Offer.

(c) In connection with the Registered Exchange Offer, the Issuers shall: deliver to each Holder a copy of the Prospectus forming part of the Exchange Offer Registration Statement, together with an appropriate letter of transmittal and related documents;

(i) commence and use their reasonable best efforts to complete the Registered Exchange Offer no later than December 11, 2018, and hold the Registered Exchange Offer open for not less than 20 Business Days;

(ii) use their reasonable best efforts to keep the Exchange Offer Registration Statement continuously effective under the Act, supplemented and amended as required under the Act to ensure that it is available for sales of New Notes by Exchanging Dealers or the Initial Purchasers during the Exchange Offer Registration Period;

(iii) utilize the services of a depository for the Registered Exchange Offer, which may be the Trustee, the New Notes Trustee or an Affiliate of either of them;

(iv) permit Holders to withdraw tendered Notes at any time prior to the close of business, New York time, on the last Business Day on which the Registered Exchange Offer is open; and

(v) comply in all material respects with all applicable laws.

(d) As soon as practicable after the close of the Registered Exchange Offer, the Issuers shall:

(i) accept for exchange all Notes tendered and not validly withdrawn pursuant to the Registered Exchange Offer;

(ii) deliver to the Trustee for cancellation in accordance with Section 5(r) all Notes so accepted for exchange; and

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(iii) cause the Trustee or New Notes Trustee, as the case may be, promptly to authenticate and deliver to each Holder of Notes a principal amount of New Notes of the applicable series equal to the principal amount of the Notes of such Holder so accepted for exchange.

(e) Each Holder hereby acknowledges and agrees that any Broker-Dealer and any such Holder using the Registered Exchange Offer to participate in a distribution of the New Notes (x) could not under Commission policy as in effect on the date of this Agreement rely on the position of the Commission in Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991) and Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993 and similar no-action letters; and (y) must comply with the registration and prospectus delivery requirements of the Act in connection with any secondary resale transaction which must be covered by an effective registration statement containing the selling security holder information required by Item 507 or 508, as applicable, of Regulation S-K under the Act if the resales are of New Notes obtained by such Holder in exchange for Notes acquired by such Holder directly from the Company or one of its Affiliates. Accordingly, each Holder participating in the Registered Exchange Offer shall be required to represent to the Issuers that, at the time of the consummation of the Registered Exchange Offer:

(i) any New Notes received by such Holder will be acquired in the ordinary course of business;

(ii) such Holder will have no arrangement or understanding with any Person to participate in the distribution of the Notes or the New Notes within the meaning of the Act;

(iii) such Holder is not an Affiliate of the Company or if it is an Affiliate, such Holder will comply with the registration and prospectus delivery requirements of the Act to the extent applicable;

(iv) if such Holder is not a Broker-Dealer, that it is not engaged in, and does not intend to engage in, the distribution of the New Notes; and

(v) if such Holder is a Broker-Dealer, that it will receive New Notes for its own account in exchange for Notes that were acquired as a result of market-making activities or other trading activities and that it will deliver a prospectus in connection with any resale of such New Notes.

### 3. Shelf Registration.

(a) If (i) due to any change in law or applicable interpretations thereof by the Commission's staff, the Issuers determine that they are not permitted to effect the Registered Exchange Offer as contemplated by Section 2 hereof; (ii) for any other reason the Registered Exchange Offer is not consummated by December 11, 2018; (iii) the Initial Purchasers determine upon advice of their counsel that a Shelf Registration Statement must be filed in connection with any public offering or sale of Notes that are not eligible to be exchanged for New Notes in the Registered Exchange Offer and that are held by them following consummation of the Registered Exchange Offer;

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or (iv) any Holder (other than the Initial Purchasers) is not eligible to participate in the Registered Exchange Offer or does not receive freely tradeable New Notes in the Registered Exchange Offer other than by reason of such Holder being an Affiliate of the Issuers (it being understood that the requirement that a participating Broker-Dealer deliver the Prospectus contained in the Exchange Offer Registration Statement in connection with sales of New Notes shall not result in such New Notes being not “freely tradeable”), and, in the case of clause (iii) or (iv), the Company is notified in writing of such determination, non-eligibility or failure, as the case may be, no more than 30 days after the consummation of the Registered Exchange Offer, the Issuers shall effect a Shelf Registration Statement in accordance with subsection (b) below.

(b) If required pursuant to subsection (a) above,

(i) the Issuers, at their cost, shall as promptly as practicable, but in no event later than 90 days after such obligation to file arises, file with the Commission and use its reasonable best efforts to cause to become effective under the Act on or prior to December 11, 2018, a Shelf Registration Statement relating to the offer and sale of the Notes or the New Notes, as applicable, by the Holders thereof from time to time in accordance with the methods of distribution elected by such Holders and set forth in such Shelf Registration Statement; provided, however, that no Holder (other than the Initial Purchasers) shall be entitled to have the Notes or New Notes held by it covered by such Shelf Registration Statement unless such Holder agrees in writing to be bound by all of the provisions of this Agreement applicable to such Holder; and provided further, that with respect to New Notes received by the Initial Purchasers in exchange for Notes constituting any portion of an unsold allotment, the Issuers may, if permitted by current interpretations by the Commission’s staff, file a post-effective amendment to the Exchange Offer Registration Statement containing the information required by Item 507 or 508 of Regulation S-K, as applicable, in satisfaction of their obligations under this subsection with respect thereto, and any such Exchange Offer Registration Statement, as so amended, shall be referred to herein as, and governed by the provisions herein applicable to, a Shelf Registration Statement;

(ii) the Issuers shall use their reasonable best efforts to keep the Shelf Registration Statement continuously effective, supplemented and amended as required by the Act, in order to permit the Prospectus forming part thereof to be usable by Holders until the earliest of (A) the time when all of the Notes or New Notes, as applicable, covered by the Shelf Registration Statement can be sold pursuant to Rule 144 without limitation by non-affiliates of the Issuers under clause (d) of Rule 144, (B) the date on which all the Notes or New Notes, as applicable, covered by the Shelf Registration Statement have been sold pursuant to the Shelf Registration Statement, and (C) one year from the date the Shelf Registration Statement is declared effective by the Commission (in any such case, such period being called the “*Shelf Registration Period*”);

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it being understood that the Company shall be deemed not to have used its reasonable best efforts to keep the Shelf Registration Statement effective during the requisite period if it voluntarily takes any action that would result in Holders of Notes or New Notes covered thereby not being able to offer and sell such Notes or New Notes during that period, unless (A) such action is required by applicable law or Commission policy; or (B) such action is taken by the Company in good faith and for valid business reasons (not including avoidance of the Company's obligations hereunder), including, but not limited to, the acquisition or divestiture of assets (the period during which the Shelf Registration Statement is not available under clause (A) or (B), the "*Blackout Period*"), so long as the Company promptly thereafter complies with the requirements of Section 5(k) hereof, if applicable; and

(iii) the Company shall cause the Shelf Registration Statement and the related Prospectus and any amendment or supplement thereto, as of the effective date of the Shelf Registration Statement or such amendment or supplement, to comply in all material respects with the applicable requirements of the Act and the rules and regulations of the Commission.

4. Special Interest. If (a) on or prior to December 11, 2018, (x) the Registered Exchange Offer has not been consummated and (y) a Shelf Registration Statement is not then effective under the Securities Act, or (b) after either the Exchange Offer Registration Statement or the Shelf Registration Statement has been become effective, such Registration Statement thereafter ceases to be effective or usable in connection with resales of Notes or New Notes in accordance with and during the periods specified in this Agreement, other than a Shelf Registration Statement during any Blackout Period to the extent such Blackout Period does not exceed 60 days in any three-month period or 90 days in any 12-month month period (each such event referred to in clauses (a) and (b), a "*Registration Default*"), then, as liquidated damages, interest ("*Special Interest*") will accrue on the principal amount of the affected Notes and the New Notes (in addition to the stated interest on the Notes and New Notes) from and including the date on which any such Registration Default shall occur to but excluding the date on which all Registration Defaults have been cured (such cure to include, for the avoidance of doubt, consummation of the Registered Exchange Offer or an effective Shelf Registration Statement in the case of (x) and (y) of clause (a) even if such consummation or effectiveness occurs after December 11, 2018). Special Interest will accrue at a rate of 0.25% per annum. The Company will pay Special Interest on the regular interest payment dates specified in the Indenture and in the same manner as other interest. In no event will Special Interest accrue under more than one of the foregoing clauses (a) or (b) at any one time or exceed 0.25% per annum in any event.

Any Special Interest that is accrued and unpaid on any Note at the time such Note is exchanged for a New Note shall be deemed to have accrued on such New Note.

5. Additional Registration Procedures. In connection with any Shelf Registration Statement and, to the extent applicable, any Exchange Offer Registration Statement, the following provisions shall apply.

(a) The Issuers shall:

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(i) furnish to the Representatives of the Initial Purchasers, if so requested, not less than two Business Days prior to the filing thereof with the Commission, a draft copy of any Exchange Offer Registration Statement and Shelf Registration Statement, and each amendment thereof and each amendment or supplement, if any, to the Prospectus included therein (including all documents incorporated by reference in any Shelf Registration Statement) and shall use their reasonable best efforts to reflect in each such document (excluding any documents incorporated by reference after such filing), when so filed with the Commission, such comments as the Initial Purchasers reasonably propose within such two Business Day period;

(ii) include the information to the effect of that set forth in:

(A) Annex A and Annex B hereto in the forepart of the Prospectus contained in the Exchange Offer Registration Statement,

(B) Annex C hereto in the underwriting or plan of distribution Section of the Prospectus contained in the Exchange Offer Registration Statement, and

(C) Annex D hereto in the letter of transmittal delivered pursuant to the Registered Exchange Offer;

(iii) if requested by the Initial Purchasers, include the information required by Item 507 or 508 of Regulation S-K, as applicable, in the Prospectus contained in the Exchange Offer Registration Statement, subject to Section 5(o); and

(iv) in the case of a Shelf Registration Statement, include the names of the Holders that propose to sell Notes or New Notes, as applicable, pursuant to the Shelf Registration Statement as selling Note holders, subject to Section 5(o).

(b) The Issuers shall ensure that:

(i) any Registration Statement and any amendment thereto and any Prospectus forming part thereof and any amendment or supplement thereto complies in all material respects with the Act and the rules and regulations thereunder; and

(ii) any Registration Statement and any amendment thereto does not, when it becomes effective (within the meaning of Rule 430B under the Act), contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(c) The Issuers shall advise the Initial Purchasers in connection with a Shelf Registration Statement and the Holders of Notes or New Notes covered by any Shelf Registration Statement and any Exchanging Dealer under any Exchange Offer Registration Statement that has provided in writing to the Company a telephone number, email address or facsimile number and address for notices, and, if requested by the Initial Purchasers or any such Holder or Exchanging Dealer, the Issuers shall confirm such advice in writing (which notice pursuant to clauses (ii)-(v) hereof shall be accompanied by an instruction to suspend the use of the Prospectus until the Company shall have remedied the basis for such suspension):

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(i) when a Registration Statement and any amendment thereto has been filed with the Commission and when the Registration Statement or any post-effective amendment thereto has become effective; of any request by the Commission for any amendment or supplement to the Registration Statement or the Prospectus or for additional information;

(ii) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or the initiation of any proceedings for that purpose;

(iii) of the receipt by the Issuers of any notification with respect to the suspension of the qualification of the Notes or New Notes included therein for sale in any jurisdiction or the initiation of any proceeding for such purpose; and

(iv) of the happening of any event that requires any change in the Registration Statement or the Prospectus so that, as of such date, the statements therein are not misleading and do not omit to state a material fact required to be stated therein (in the case of the Registration Statement) or necessary to make the statements therein (in the case of the Prospectus, in the light of the circumstances under which they were made) not misleading.

(d) The Issuers shall use their reasonable best efforts to obtain the withdrawal of any order suspending the effectiveness of any Registration Statement or the qualification of the Notes or New Notes therein for sale in any jurisdiction as soon as practicable.

(e) The Issuers shall furnish to each Holder of Notes or New Notes covered by any Shelf Registration Statement, without charge, if the Holder so requests, at least one copy of such Shelf Registration Statement, any post-effective amendment thereto, all material incorporated therein by reference and all exhibits thereto (including exhibits incorporated by reference therein).

(f) The Issuers shall, during the Shelf Registration Period, deliver to each Holder of Notes or New Notes covered by any Shelf Registration Statement, without charge, as many copies of the Prospectus (including each preliminary Prospectus) included in such Shelf Registration Statement and any amendment or supplement thereto as such Holder may reasonably request. The Issuers consent to the use of the Prospectus or any amendment or supplement thereto by each of the selling Holders of Notes or New Notes in connection with the offering and sale of the Notes or New Notes covered by the Prospectus, or any amendment or supplement thereto, included in the Shelf Registration Statement, subject to the last paragraph of Section 5.

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(g) The Issuers shall furnish to each Exchanging Dealer and to each of the Initial Purchasers that so requests, without charge, at least one copy of the Exchange Offer Registration Statement and any post-effective amendment thereto, excluding all material incorporated by reference therein and all exhibits thereto.

(h) The Issuers shall promptly deliver to the Initial Purchasers, each Exchanging Dealer and each other Person required to deliver a Prospectus during the Exchange Offer Registration Period, without charge, as many copies of the Prospectus included in such Exchange Offer Registration Statement and any amendment or supplement thereto as any such Person may reasonably request (excluding documents incorporated by reference). The Issuers consent to the use of the Prospectus or any amendment or supplement thereto by the Initial Purchasers, any Exchanging Dealer and any such other Person that may be required to deliver a Prospectus following the Registered Exchange Offer in connection with the offering and sale of the New Notes covered by the Prospectus, or any amendment or supplement thereto, included in the Exchange Offer Registration Statement, subject to the last paragraph of Section 5.

(i) Prior to the Registered Exchange Offer or any other offering of Notes or New Notes pursuant to any Registration Statement, the Issuers shall arrange, if necessary, for the qualification of the Notes or the New Notes for sale under the laws of such jurisdictions as any Holder shall reasonably request and will maintain such qualification in effect so long as required; provided that in no event shall the Issuers be obligated to qualify to do business in any jurisdiction where they are not then so qualified or to take any action that would subject them to service of process in suits or taxation, other than as required in connection with the Registered Exchange Offer, in any such jurisdiction where they are not then so subject.

(j) The Issuers shall cooperate with the Holders of Notes and New Notes to facilitate the timely preparation and delivery of certificates representing New Notes or Notes to be issued or sold pursuant to any Registration Statement free of any restrictive legends and in such authorized denominations and registered in such names as Holders may request, to the extent permitted by the Indenture or New Notes Indenture, as applicable, or otherwise in the name of Cede & Co., as nominee for the Depositary (as defined in the Purchase Agreement) or such other nominee.

(k) Upon the occurrence of any fact or event contemplated by subsection (c)(iv) above, the Issuers shall promptly (subject to permitted Blackout Periods in the case of any Shelf Registration Statement) prepare a post-effective amendment to the applicable Registration Statement or an amendment or supplement to the related Prospectus or file any other required document so that, as thereafter delivered to the Holders of the Notes, the Prospectus will not contain an untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. In such circumstances, the period of effectiveness of the Exchange Offer Registration Statement provided for in Section 2 and the Shelf Registration Statement provided for in Section 3(b) shall each be extended by the number of days from and including the date of the giving of a notice of suspension pursuant to Section 5(c) to and including the date when the Initial Purchasers, the Holders of the Notes or New Notes and any known Exchanging Dealer shall have received the Advice or such amended or supplemented Prospectus pursuant to this Section.

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(l) Not later than the effective date of any Registration Statement, the Issuers shall provide a CUSIP number for each series of the New Notes.

(m) The Issuers shall comply in all material respects with all applicable rules and regulations of the Commission and shall make generally available to the Holders of Notes or New Notes as soon as practicable after the effective date of the applicable Registration Statement an earnings statement satisfying the provisions of Section 11(a) of the Act.

(n) The Issuers shall cause the Indenture or the New Notes Indenture, as the case may be, to be qualified under the Trust Indenture Act in a timely manner.

(o) The Issuers may require each Holder of Notes or New Notes to be sold pursuant to any Shelf Registration Statement to furnish to the Issuers such information regarding the Holder and the distribution of such Notes as the Issuers may from time to time reasonably require for inclusion in such Registration Statement. The Issuers may exclude from such Shelf Registration Statement the Notes or New Notes of any Holder that fails to furnish such information within a reasonable time after receiving such request.

(p) In the case of any Shelf Registration Statement, the Issuers shall enter into such customary agreements and take all other appropriate actions reasonably requested (including if requested an underwriting agreement in customary form) in order to expedite or facilitate the registration or the disposition of the Notes or New Notes, and in connection therewith, if an underwriting agreement is entered into, use their reasonable best efforts to cause the same to contain indemnification provisions and procedures no less favorable than those set forth in Section 7 with respect to the selling Holders (or such other provisions and procedures acceptable to a majority in aggregate principal amount of Notes or New Notes, as applicable, held by Holders selling securities pursuant to such offering and the Managing Underwriters, if any).

(q) In the case of any Shelf Registration Statement, the Issuers shall use their reasonable best efforts to, if requested by a selling Holder or the Managing Underwriters, if any:

(i) make reasonably available for inspection by the Holders of Notes or New Notes to be registered thereunder, any Underwriter participating in any disposition pursuant to such Registration Statement, and any attorney, accountant or other agent retained by the Holders or any such Underwriter all relevant financial and other records, pertinent corporate documents and properties of the Issuers and their respective subsidiaries;

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provided, however, that any information that is designated in writing by the Issuers, in good faith, as confidential at the time such information is made available for inspection shall be kept confidential by the Holders or any such Underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(ii) cause each of the Issuers' officers, directors and employees to supply all relevant information reasonably requested by the Holders or any such Underwriter, attorney, accountant or agent in connection with any such Registration Statement as is customary for similar due diligence examinations; provided, however, that any information that is designated in writing by the Issuers, in good faith, as confidential at the time of delivery of such information shall be kept confidential by the Holders or any such Underwriter, attorney, accountant or agent, unless such disclosure is made in connection with a court proceeding or required by law, or such information becomes available to the public generally or through a third party without an accompanying obligation of confidentiality;

(iii) make such representations and warranties to the Holders of Notes or New Notes registered thereunder and the Underwriters, if any, in form, substance and scope as are customarily made by issuers to Underwriters in primary underwritten offerings;

(iv) obtain opinions of counsel to the Issuers and updates thereof (which counsel and opinions (in form, scope and substance) shall be reasonably satisfactory to the Managing Underwriters, if any) addressed to each selling Holder and the Underwriters, if any, covering such matters as are customarily covered in opinions requested in underwritten offerings and such other matters as may be reasonably requested by such Holders and Underwriters;

(v) obtain "cold comfort" letters and updates thereof from the independent certified public accountants of the Issuers (and, if necessary, any other independent certified public accountants of any subsidiary of the Issuers or of any business acquired by the Issuers for which financial statements and financial data are, or are required to be, included in the Shelf Registration Statement), addressed to each selling Holder of Notes or New Notes registered thereunder and the Underwriters, if any, in customary form and covering matters of the type customarily covered in "cold comfort" letters in connection with primary underwritten offerings, provided that to be an addressee of the comfort letter, if requested by the applicable accountant, each Underwriter and selling Holder may be required to confirm that it is in the category of person to whom a comfort letter may be delivered in accordance with applicable accounting literature; and

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(vi) deliver such documents and certificates as may be reasonably requested by the Majority Holders and the Managing Underwriters, if any, including those to evidence compliance with Section 5(k) and with any customary conditions contained in the underwriting agreement or other agreement entered into by the Issuers.

The actions set forth in clauses (iii), (iv), (v) and (vi) of this clause (q) shall be performed at (A) the effectiveness of such Shelf Registration Statement and each post-effective amendment thereto or, if later, at the time of any “take-down” under such Shelf Registration Statement, to the extent reasonably requested by a selling Holder or the Managing Underwriters, if any; and (B) each closing under any underwriting or similar agreement as and to the extent required thereunder.

(r) If a Registered Exchange Offer is to be consummated, upon delivery of the Notes by Holders to the Issuers (or to such other Person as directed by the Issuers) in exchange for the New Notes, the Issuers shall mark, or caused to be marked, on the Notes so exchanged that such Notes are being canceled in exchange for the New Notes. In no event shall the Notes be marked as paid or otherwise satisfied.

(s) If any Broker-Dealer shall underwrite any Notes or New Notes or participate as a member of an underwriting syndicate or selling group or “assist in the distribution” (within the meaning of the Rules of Fair Practice and the By-Laws of the Financial Industry Regulatory Authority, Inc.) thereof, whether as a Holder of such Notes or New Notes or as an Underwriter, a placement or sales agent or a broker or dealer in respect thereof, or otherwise, will assist such Broker-Dealer in complying with the requirements of such Rules and By-Laws, including, without limitation, by:

(i) if such Rules or By-Laws shall so require, engaging a “qualified independent underwriter” (as defined in such Rules) to participate in the preparation of the Registration Statement, to exercise usual standards of due diligence with respect thereto and, if any portion of the offering contemplated by such Registration Statement is an underwritten offering or is made through a placement or sales agent, to recommend the yield of such Notes or New Notes;

(ii) indemnifying any such qualified independent underwriter to the extent of the indemnification of Underwriters provided in Section 7 hereof; and

(iii) providing such information to such Broker-Dealer as may be required in order for such Broker-Dealer to comply with the requirements of such Rules.

(t) The Issuers shall use their reasonable best efforts to take all other steps necessary to effect the registration of the Notes or the New Notes, as the case may be, covered by a Registration Statement.

Each Holder agrees by acquisition of a Note that, upon receipt of any notice from the Issuers of the existence of any fact of the kind described in Section 5(c) (ii)-(v) or any Blackout Period, such Holder will forthwith discontinue disposition of Notes or New Notes pursuant to the applicable Registration Statement until such Holder’s receipt of the copies of the supplemented or amended Prospectus contemplated by Section 5 hereof, or until it is advised in writing (the “Advice”) by the Issuers that the use of the Prospectus may be resumed, and has received copies of any additional or supplemental filings that are incorporated by reference in the Prospectus.

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If so directed by the Issuers in writing, each Holder will deliver to the Issuers (at the Issuers' expense) all copies, other than permanent file copies then in such Holder's possession, of the Prospectus covering such Notes or New Notes that was current at the time of receipt of such notice.

6. Registration Expenses. The Issuers shall bear all expenses incurred in connection with the performance of their obligations under Sections 2, 3 and 5 hereof and, in the event of any Shelf Registration Statement, will reimburse the Holders for the reasonable fees and disbursements of one firm or counsel designated by the Majority Holders to act as counsel for the Holders in connection therewith, but excluding any other fees and expenses of counsel to the Initial Purchasers or the Holders, all agency fees and commissions, underwriting discounts and commissions and transfer taxes attributable to the sale or disposition of Notes or New Notes by a Holder.

7. Indemnification and Contribution.

(a) Each of the Company and the Co-Issuer, jointly and severally, agrees to indemnify and hold harmless (i) the Initial Purchasers, (ii) each Holder of Notes or New Notes, as the case may be, covered by any Registration Statement (including with respect to any Prospectus delivery as contemplated in Section 5(h) hereof, each Exchanging Dealer, but subject in all cases to the first sentence of the last paragraph of Section 5), (iii) each Person, if any, who controls (within the meaning of either Section 15 of the Act or Section 20 of the Exchange Act) any of the foregoing (any of the Persons referred to in this clause (iii) being hereinafter referred to as a "*controlling person*"), and (iv) the respective officers, directors, partners, employees, representatives and agents of the Initial Purchasers or the Holders (including predecessor Holders) (any person referred to in clause (i), (ii), (iii) or (iv) may hereinafter be referred to as an "*Indemnified Holder*"), from and against any and all losses, claims, damages and liabilities, including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted (collectively "*Losses*"), caused by any untrue statement or alleged untrue statement of a material fact contained in any Registration Statement, preliminary Prospectus, Prospectus, Free Writing Prospectus or any "issuer information" (as defined in Rule 433 of the Act) filed or required to be filed pursuant to Rule 433(d) under the Act, or any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, except insofar as such Losses are caused by any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to any Indemnified Holder furnished to the Issuers in writing by such Indemnified Holder expressly for use therein.

(b) Each Holder agrees, severally and not jointly, to indemnify and hold harmless the Issuers, each controlling person and each of the Issuers' respective officers and directors to the same extent as the foregoing indemnity from the Issuers to each Holder, but only with reference to such Losses that are caused by any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to a Holder furnished to the Issuers in writing by such Holder expressly for use in any Registration Statement, preliminary Prospectus, Prospectus, Free Writing Prospectus or any "issuer information" (as defined in Rule 433 of the Act) filed or required to be filed pursuant to Rule 433(d) under the Act, or any amendment or supplement thereto. This indemnity agreement will be in addition to any liability which any such Holder may otherwise have.

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(c) Each of the Initial Purchasers, severally and not jointly, agrees to indemnify and hold harmless the Issuers, each controlling person and each of the Company's and the Co-Issuer's officers and directors to the same extent as the foregoing indemnity from the Issuers to the Initial Purchasers, but only with reference to such Losses that are caused by any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with information relating to the Initial Purchasers furnished to the Issuers in writing by the Initial Purchasers expressly for use in any Registration Statement, preliminary Prospectus, Prospectus, Free Writing Prospectus or any "issuer information" (as defined in Rule 433 of the Act) filed or required to be filed pursuant to Rule 433(d) under the Act, or any amendment or supplement thereto. This indemnity agreement will be in addition to any liability which the Initial Purchasers may otherwise have.

(d) If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any Person in respect of which indemnity may be sought pursuant to either of the three preceding paragraphs, such Person (the "Indemnified Person") shall promptly notify the Person or Persons against whom such indemnity may be sought (each an "Indemnifying Person") in writing, and such Indemnifying Person, upon request of the Indemnified Person, shall retain counsel reasonably satisfactory to the Indemnified Person to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such counsel related to such proceeding. In any such proceeding, the Indemnifying Person shall be able to participate in such proceeding and, to the extent that it so elects, jointly with any other similarly situated Indemnifying Person, to assume the defense thereof, subject to the right of the Indemnified Person to be separately represented and to direct its own defense if the named parties to any such proceeding include both the Indemnified Person and the Indemnifying Person and the Indemnified Person has been advised by counsel that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) such Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary or (ii) the named parties in any such proceeding (including any impleaded parties) include an Indemnifying Person and an Indemnified Person and the Indemnified Person shall have reasonably concluded that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.

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It is understood that an Indemnifying Person shall not, in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all Indemnified Persons, and that all such reasonable fees and expenses shall be reimbursed as they are incurred. Any such separate firm for the Indemnified Holders shall be designated in writing by the Holders of the majority in aggregate principal amount of Notes and New Notes offered in the Prospectus to which the claim relates, and any such separate firm for the Company and the Co-Issuer, their directors, officers and control Persons of the Company and the Co-Issuer shall be designated in writing by the Company. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, such Indemnifying Person agrees to indemnify any Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the prior written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement includes an unconditional release of such Indemnified Person from all liability on claims that are the subject matter of such proceeding.

(e) If the indemnification provided for in the first, second and third paragraphs of this Section 7 is unavailable to an Indemnified Person or insufficient in respect of any Losses referred to therein, then each Indemnifying Person under such paragraph, in lieu of indemnifying such Indemnified Person thereunder, shall contribute to the amount paid or payable by such Indemnified Person as a result of such Losses (i) in such proportion as is appropriate to reflect the relative benefits received by the Indemnifying Person on the one hand and the Indemnified Person on the other hand pursuant to the Purchase Agreement or from the offering of the Notes or New Notes pursuant to any Registration Statement that resulted in such Losses or (ii) if the allocation provided by clause (i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (i) above but also the relative fault of the Indemnifying Person on the one hand and the Indemnified Person on the other in connection with the statements or omissions that resulted in such Losses, as well as any other relevant equitable considerations. The relative benefits received by the Company and the Co-Issuer on the one hand and any Indemnified Holder on the other shall be deemed to be in the same proportion as the total net proceeds from the Initial Placement received by the Issuers bear to the total net proceeds received by such Indemnified Holder from sales of Notes or New Notes giving rise to such obligations. The relative fault of the parties shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Issuers or such Indemnified Holder and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission. Each director, officer, employee and agent of an Initial Purchaser or a Holder and each person, if any, who controls an Initial Purchaser or a Holder within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as such Indemnified Holder, and each director of the Company or the Co-Issuer, each officer of the Company or the Co-Issuer, and each person, if any, who controls the Company or the Co-Issuer within the meaning of the Securities Act and the Exchange Act shall have the same rights to contribution as the Company or the Co-Issuer.

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(f) The Company, the Co-Issuer and the Initial Purchasers agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation or by any other method of allocation that does not take account of the equitable considerations referred to in the immediately preceding paragraph. The amount paid or payable by an Indemnified Person as a result of the Losses referred to in the immediately preceding paragraph shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall any Holder of any Notes or New Notes be required to contribute any amount in excess of the amount by which the net proceeds received by such Holder from the sale of the Note pursuant to a Registration Statement or New Note exceeds the amount of damages which such Holder would have otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No Person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any Person who was not guilty of such fraudulent misrepresentation. The Company's and the Co-Issuer's obligations to contribute pursuant to this Section 7 are joint and several.

(g) The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any indemnified party at law or in equity.

(h) The indemnity and contribution agreements contained in this Section 7 shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Holder or any Person controlling any Holder or by or on behalf of the Company, the Co-Issuer, their officers or directors or any other Person controlling the Company or the Co-Issuer and (iii) acceptance of and payment for any of the Notes or New Notes.

8. Underwritten Registrations.

(a) If any of the Notes or New Notes, as the case may be, covered by any Shelf Registration Statement is to be sold in an underwritten offering, the Managing Underwriters shall be selected by the Majority Holders and shall be reasonably satisfactory to the Issuers.

(b) No Person may participate in any underwritten offering pursuant to any Shelf Registration Statement, unless such Person (i) agrees to sell such Person's Notes or New Notes, as the case may be, on the basis reasonably provided in any underwriting arrangements approved by the Persons entitled hereunder to approve such arrangements; and (ii) completes and executes all questionnaires, powers of attorney, indemnities, underwriting agreements and other documents reasonably required under the terms of such underwriting arrangements.

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9. No Inconsistent Agreements. The Issuers have not, as of the date hereof, entered into, nor shall they, on or after the date hereof, enter into, any agreement with respect to its Notes that is inconsistent with the rights granted to the Holders herein or otherwise conflicts with the provisions hereof.

10. Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, qualified, modified or supplemented, and waivers or consents to departures from the provisions hereof may not be given, unless, with respect to a particular series of Notes, the Issuers have obtained the consent of the Holders of a majority in outstanding principal amount of such series of Notes (or, after the consummation of any Registered Exchange Offer in accordance with Section 2 hereof, of such series of New Notes); provided, however, that, with respect to any matter that directly or indirectly affects the rights of the Initial Purchasers hereunder, the Issuers shall obtain the written consent of the Representatives of the Initial Purchasers. Notwithstanding the foregoing (except the foregoing proviso), a waiver or consent to departure from the provisions hereof with respect to a matter that relates exclusively to the rights of Holders whose Notes or New Notes, as the case may be, are being sold pursuant to a Registration Statement and that does not directly or indirectly affect the rights of other Holders may be given by the Majority Holders, determined on the basis of Notes or New Notes, as the case may be, being sold rather than registered under such Registration Statement.

11. Notices. All notices and other communications (including without limitation any notices or other communications to a Holder) provided for or permitted hereunder shall be made in writing by hand-delivery, registered first-class mail, next-day air courier or facsimile:

- (1) if to a Holder, at the most current address of such Holder set forth on the records of the registrar under the Indenture;
- (2) if to the Initial Purchasers:

Morgan Stanley & Co. LLC  
1585 Broadway  
New York, New York 10036  
Facsimile: (212) 507-8999  
Attention: Investment Banking Division

Barclays Capital Inc.  
745 Seventh Avenue  
New York, NY 10019  
Facsimile: 646-834-8133  
Attention: Syndicate Registration

Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013  
Facsimile: (646) 291-1469  
Attention: General Counsel

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Deutsche Bank Securities Inc.  
60 Wall Street  
New York, New York 10005  
Facsimile: (646) 374-1071  
Attention: Debt Capital Markets Syndicate, with a copy to General Counsel

with a copy (which shall not constitute notice) to:

Cravath, Swaine & Moore LLP  
Worldwide Plaza  
825 Eighth Avenue  
New York, NY 10019  
Facsimile: 212-474-3700  
Attention: Andrew J. Pitts; and

- (3) if to the Issuers, at the addresses as follows:

Baker Hughes, a GE company, LLC  
17021 Aldine Westfield Road  
Houston, Texas 77073  
Facsimile: (281)-582-5905  
Attention: William D. Marsh

with a copy (which shall not constitute notice) to:

Shearman & Sterling LLP  
599 Lexington Avenue  
New York, NY 10022  
Facsimile: 646-848-7150  
Attention: Harald Halbhuber

All such notices and communications shall be deemed to have been duly given: when delivered by hand, if personally delivered; five Business Days after being deposited in the U.S. mail, postage prepaid, if mailed; one Business Day after being timely delivered to a next-day air courier; and when the addressor receives facsimile confirmation, if sent by facsimile.

The Initial Purchasers or the Issuers by notice to the other parties may designate additional or different addresses for subsequent notices or communications.

12. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of each of the parties, including, without the need for an express assignment or any consent by the Issuers thereto, subsequent Holders of Notes or New Notes. The Issuers hereby agree to extend the benefits of this Agreement to any Holder of Notes and the New Notes, and any such Holder may specifically enforce the provisions of this Agreement as if an original party hereto so long as such Holder complies with its obligations hereunder.

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13. Counterparts. This Agreement may be executed (including by facsimile) in any number of counterparts and by the parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

14. Headings. The headings used herein are for convenience only and shall not affect the construction hereof.

15. Applicable Law. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, AS APPLIED TO CONTRACTS MADE AND PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

16. Waiver of Jury Trial. THE HOLDERS, THE INITIAL PURCHASERS, THE COMPANY AND THE CO-ISSUER (EACH ON ITS OWN BEHALF AND, TO THE EXTENT PERMITTED BY LAW, ON BEHALF OF ITS STOCKHOLDERS) WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION, CLAIM, SUIT OR PROCEEDING WITH RESPECT TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

17. Severability. If any one of more of the provisions contained herein, or the application thereof in any circumstances, is held invalid, illegal or unenforceable in any respect for any reason, the validity, legality and enforceability of any such provision in every other respect and of the remaining provisions hereof shall not be in any way impaired or affected thereby, it being intended that all of the rights and privileges of the parties shall be enforceable to the fullest extent permitted by law.

18. No Fiduciary Duty. The Issuers hereby acknowledge that (a) the Initial Purchasers are acting as principal and not as an agent or fiduciary of the Issuers and (b) the Issuers' engagement of the Initial Purchasers in connection with the offering and the process leading up to the offering pursuant to the Purchase Agreement is as independent contractors and not in any other capacity. Furthermore, the Issuers agree that they are solely responsible for making their own judgments in connection with the Initial Placement, the Registered Exchange Offer or a Shelf Registration (irrespective of whether any of the Initial Purchasers has advised or is currently advising the Issuers on related or other matters). The Issuers agree that they will not claim that the Initial Purchasers have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Issuers, in connection with such transaction or the process leading thereto.

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The foregoing Agreement is hereby confirmed and accepted by the Representatives as of the date first above written.

MORGAN STANLEY & CO. LLC  
BARCLAYS CAPITAL INC.  
CITIGROUP GLOBAL MARKETS INC.  
DEUTSCHE BANK SECURITIES INC.  
Acting as Representatives of the  
several Initial Purchasers named in  
the attached Schedule A.

By: Morgan Stanley & Co. LLC

By: /s/ Yurij Slyz

Name: Yurij Slyz

Title: Executive Director

By: Barclays Capital Inc.

By: /s/ Gregory Hall

Name: Gregory Hall

Title: Managing Director

By: Citigroup Global Markets Inc.

By: /s/ Adam D. Bordner

Name: Adam D. Bordner

Title: Vice President

By: Deutsche Bank Securities Inc.

By: /s/ Jared Birnbaum

Name: Jared Birnbaum

Title: Managing Director

By: /s/ John C. McCabe

Name: John C. McCabe

Title: Managing Director

SIGNATURE PAGE TO REGISTRATION RIGHTS AGREEMENT

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## SCHEDULE A

### Initial Purchasers

Morgan Stanley & Co. LLC  
Barclays Capital Inc.  
Citigroup Global Markets Inc.  
Deutsche Bank Securities Inc.  
HSBC Securities (USA) Inc.  
J.P. Morgan Securities LLC  
Merrill Lynch, Pierce, Fenner & Smith  
Incorporated  
UniCredit Capital Markets LLC  
ANZ Securities, Inc.  
BBVA Securities Inc.  
BNP Paribas Securities Corp.  
Credit Agricole Securities (USA) Inc.  
Danske Markets Inc.  
Goldman Sachs & Co. LLC  
ING Financial Markets LLC  
MUFG Securities Americas Inc.  
RBC Capital Markets, LLC  
SG Americas Securities LLC  
Standard Chartered Bank

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Each broker or dealer that receives new notes for its own account in exchange for old notes that were acquired as a result of market-making or other trading activities must acknowledge that it will comply with the registration and prospectus delivery requirements of the Act in connection with any offer, resale, or other transfer of the new notes issued in the exchange offer, including information with respect to any selling holder required by the Act in connection with any resale of the new notes.

Furthermore, any broker-dealer that acquired any of its old notes directly from us:

- may not rely on the applicable interpretation of the staff of the Commission's position contained in Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991), as interpreted in the Commission's letter to Shearman & Sterling dated July 2, 1993 and similar no-action letters; and
- must also be named as a selling noteholder in connection with the registration and prospectus delivery requirements of the Act relating to any resale transaction. See "Plan of Distribution" and "The Exchange Offer —Purpose and Effect of Exchange Offer Registration Rights."

Each broker-dealer that receives new notes for its own account in exchange for old notes, where such old notes were acquired by such broker-dealer as a result of market-making activities or other trading activities, must acknowledge that it will comply with the registration and prospectus delivery requirements of the Act in connection with any offer, resale or other transfer of such new notes, including information with respect to any selling holder required by the Act in connection with the resale of the new notes. We have agreed that for a period of 180 days after the effective date of the registration statement of which this prospectus is a part (or for such shorter period during which broker-dealers are required by law to deliver such prospectus), we will make this prospectus available to any broker-dealer for use in connection with any such resale. See "Plan of Distribution."

**PLAN OF DISTRIBUTION**

Each broker-dealer that receives New Notes for its own account pursuant to the Exchange Offer must acknowledge that it will deliver a prospectus in connection with any resale of such New Notes. This prospectus, as it may be amended or supplemented from time to time, may be used by a broker-dealer in connection with resales of New Notes received in exchange for Notes where such Notes were acquired as a result of market-making activities or other trading activities. We have agreed that, starting on the effective date of the registration statement of which this prospectus is a part and ending on the close of business 180-days after such date or such shorter period as will terminate when all New Notes held by Exchanging Dealers or Initial Purchasers have been sold pursuant hereto (or for such shorter period during which broker-dealers are required by law to deliver such prospectus), we will make this prospectus, as amended or supplemented, available to any broker-dealer for use in connection with any such resale. In addition, until \_\_\_\_\_, 20\_\_\_\_, all dealers effecting transactions in the New Notes may be required to deliver a prospectus.

We will not receive any proceeds from any sale of New Notes by brokers-dealers. New Notes received by broker-dealers for their own account pursuant to the Exchange Offer may be sold from time to time in one or more transactions in the over-the-counter market, in negotiated transactions, through the writing of options on the New Notes or a combination of such methods of resale, at market prices prevailing at the time of resale, at prices related to such prevailing market prices or negotiated prices. Any such resale may be made directly to purchasers or to or through brokers or dealers who may receive compensation in the form of commissions or concessions from any such broker-dealer or the purchasers of any such New Notes. Any broker-dealer that resells New Notes that were received by it for its own account pursuant to the Exchange Offer and any broker or dealer that participates in a distribution of such New Notes may be deemed to be an “underwriter” within the meaning of the Act and any profit of any such resale of New Notes and any commissions or concessions received by any such Persons may be deemed to be underwriting compensation under the Act. The Letter of Transmittal states that by acknowledging that it will deliver and by delivering a prospectus, a broker-dealer will not be deemed to admit that it is an “underwriter” within the meaning of the Act.

Furthermore, any broker-dealer that acquired any of the old notes directly from us:

- may not rely on the applicable interpretation of the staff of the SEC’s position contained in Exxon Capital Holdings Corporation (pub. avail. May 13, 1988), Morgan Stanley and Co., Inc. (pub. avail. June 5, 1991), ), as interpreted in the Commission’s letter to Shearman & Sterling dated July 2, 1993 and similar no-action letters; and
- must also be named as a selling noteholder in connection with the registration and prospectus delivery requirements of the Act relating to any resale transaction. For a period of 180-days after the effective date of the registration statement of which this prospectus is a part or such shorter period as will terminate when all New Notes held by Exchanging Dealers or Initial Purchasers have been sold pursuant hereto (or for such shorter period during which broker-dealers are required by law to deliver such prospectus), we will promptly send additional copies of this prospectus and any amendment or supplement to this prospectus to any broker-dealer that requests such documents in the Letter of Transmittal.

We have agreed to pay all expenses incident to the Exchange Offer (including the expenses of one counsel for the holder of the Notes) other than commissions or concessions of any brokers or dealers and will indemnify the holders of the Notes (including any broker-dealers) against certain liabilities, including liabilities under the Act.

[If applicable, add information required by Regulation S-K Items 507 or 508.]

CHECK HERE IF YOU ARE A BROKER-DEALER AND WISH TO RECEIVE 10 ADDITIONAL COPIES OF THE PROSPECTUS AND 10 COPIES OF ANY AMENDMENTS OR SUPPLEMENTS THERETO.

Name:

Address:

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If the undersigned is not a broker-dealer, the undersigned represents that it acquired the New Notes in the ordinary course of its business, it is not engaged in, and does not intend to engage in, a distribution of New Notes and it has no arrangements or understandings with any Person to participate in a distribution of the New Notes. If the undersigned is a broker-dealer that will receive New Notes for its own account in exchange for Notes, it represents that the Notes to be exchanged for New Notes were acquired by it as a result of market-making activities or other trading activities and acknowledges that it will deliver a prospectus in connection with any resale of such New Notes; however, by so acknowledging and by delivering a prospectus, the undersigned will not be deemed to admit that it is an "underwriter" within the meaning of the Act.



## **Baker Hughes, a GE company Announces Expiration and Results of Any and All Tender Offers by Baker Hughes, a GE company, LLC**

**LONDON & HOUSTON (December 11, 2017)** — Baker Hughes, a GE company (NYSE: BHGE) (“BHGE”) announced today that the previously announced cash tender offers (the “Any and All Tender Offers”) by its subsidiary, Baker Hughes, a GE company, LLC (“BHGE LLC”) to purchase any and all of its or its subsidiaries’ outstanding 6.000% Senior Notes due 2018 (the “6.000% 2018 Notes”) and 7.500% Senior Notes due 2018 (the “7.500% 2018 Notes” and, together with the 6.000% 2018 Notes, the “Any and All Notes”) expired at 5:00 p.m., New York City time, on December 8, 2017.

According to information provided by D.F. King & Co., Inc., the tender and information agent for the Any and All Tender Offers, \$24,920,000 aggregate principal amount of the 6.000% 2018 Notes and \$79,805,000 aggregate principal amount of the 7.500% 2018 Notes were validly tendered prior to or at the expiration of the Any and All Tender Offers and not validly withdrawn. This amount does not include any amount of the Any and All Notes tendered pursuant to the guaranteed delivery procedures described in the Offer to Purchase, dated December 4, 2017 (the “Offer to Purchase”). The Any and All Tender Offers were made pursuant to the Offer to Purchase.

The conditions to the Any and All Tender Offers have been satisfied and BHGE LLC accepted for purchase today, December 11, 2017, all Any and All Notes that were validly tendered prior to the expiration of the Any and All Tender Offers and not validly withdrawn. BHGE LLC paid the applicable total consideration for each \$1,000 principal amount of Any and All Notes tendered and accepted for payment, plus accrued and unpaid interest up to, but not including, today, December 11, 2017, the settlement date of the Any and All Tender Offers.

BHGE LLC funded the purchase of the Any and All Notes with part of the proceeds from the issuance of BHGE LLC’s 2.773% senior notes due 2022, 3.337% senior notes due 2027 and 4.080% senior notes due 2047, which was completed today, December 11, 2017.

BHGE LLC intends to redeem (or cause the applicable issuer to redeem) any remaining Any and All Notes not purchased in the Any and All Tender Offers in accordance with the relevant indentures. This press release does not constitute a notice of redemption of the Any and All Notes.

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In addition to the Any and All Tender Offers, BHGE previously announced BHGE LLC's pending tender offers to purchase for cash (the "Maximum Tender Offers," and, together with the Any and All Tender Offers, the "Tender Offers") up to \$175 million in aggregate purchase price of BHGE LLC's or its subsidiaries' outstanding 8.550% debentures due 2024 and 6.875% notes due 2029 (together with the Any and All Notes, the "Securities"). Holders are urged to read the Offer to Purchase carefully before making any decision with respect to Tender Offers.

BHGE LLC has retained Morgan Stanley & Co. LLC and Barclays Capital Inc. to serve as dealer managers for the Tender Offers. D.F. King & Co., Inc. has been retained to serve as the information agent and the depository for the Tender Offers.

Questions regarding the Tender Offers may be directed to: Morgan Stanley & Co. LLC at (800) 624-1808 (toll free) or (212) 761-1057 or Barclays Capital Inc. at (800) 438-3242 (toll free) or (212) 528-7581. The Offer to Purchase and, in connection with the Any and All Notes, the notice of guaranteed delivery may be accessed at the following link: <http://www.dfking.com/bhge> or obtained from D.F. King & Co., Inc., free of charge, by calling toll-free at (866) 796-7179 (bankers and brokers can call collect at 212-269-5550) or by e-mail at [bhge@dfking.com](mailto:bhge@dfking.com).

***This news release shall not be construed as an offer to purchase or sell or a solicitation of an offer to purchase or sell any of the Securities or any other securities. BHGE LLC, subject to applicable law, may amend, extend or terminate the Tender Offers and may postpone the acceptance for purchase of, and payment for, the Securities so tendered. The Tender Offers are not being made in any jurisdiction in which the making or acceptance thereof would not be in compliance with the securities, blue sky or other laws of such jurisdiction. None of BHGE, BHGE LLC, the dealer managers, the information agent or the depository makes any recommendations as to whether holders of the Securities should tender their Securities pursuant to the Tender Offers.***

## Forward-Looking Statements

This news release may contain forward-looking statements (each a "forward-looking statement"). The words "anticipate," "believe," "ensure," "expect," "if," "intend," "estimate," "project," "foresee," "forecasts," "predict," "outlook," "aim," "will," "could," "should," "potential," "would," "may," "probable," "likely," and similar expressions, and the negative thereof, are intended to identify forward-looking statements. There are many risks and uncertainties that could cause actual results to differ materially from our forward-looking statements. These forward-looking statements are also affected by the risk factors described in BHGE's Registration Statement on Form S-4 (File No. 333-216991), filed by BHGE with the Securities and Exchange Commission ("SEC") and declared effective on May 30, 2017; BHGE's subsequent quarterly reports on Form 10-Q for the quarterly periods ended June 30, 2017 and September 30, 2017; BHGE LLC's quarterly report on Form 10-Q for the quarterly period ended September 30, 2017; and those set forth from time to time in other filings with the SEC by BHGE and BHGE LLC. The documents are available through BHGE's website or through the SEC's Electronic Data Gathering and Analysis Retrieval ("EDGAR") system at: [www.sec.gov](http://www.sec.gov). We undertake no obligation to publicly update or revise any forward-looking statement.

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## **About Baker Hughes, a GE company**

Baker Hughes, a GE company (NYSE: BHGE) is a fullstream provider of integrated oilfield products, services and digital solutions. We deploy minds and machines to enhance customer productivity, safety and environmental stewardship, while minimizing costs and risks at every step of the energy value chain. With operations in over 120 countries, we infuse over a century of experience with the spirit of a startup - inventing smarter ways to bring energy to the world.

### **Investor Contact:**

Philipp Mueller, +1 281 809 9088, [investor.relations@bhge.com](mailto:investor.relations@bhge.com)

### **Media Contact:**

Stephanie Cathcart, +1 202 549 6462, [stephanie.cathcart@bhge.com](mailto:stephanie.cathcart@bhge.com)

Melanie Kania, +1 713 439 8303, [melanie.kania@bhge.com](mailto:melanie.kania@bhge.com)

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