



September 9, 2022

GE Account Representative

Re: Letter Agreement for duplicate contract with GE Healthcare International LLC ("New GE Party")

Dear Sir/Madam,

Reference is made to the agreement(s) referenced in Appendix 1 attached hereto, to which GRAINGER ("you") and General Electric Company ("Existing GE Party") are parties (each as amended from time to time, and including, as applicable, all amendments, exhibits, schedules, quotes, change notes, appendices or other similar documents related thereto, the "Original Agreement(s)"). Pursuant to the Original Agreement, you and Existing GE Party and/or any of Existing GE Party's affiliates are also parties to certain statements of work, work orders, purchase orders and/or other similar ordering documents (each an "Ordering Document"). References in this letter to "Original Agreement" shall exclude any and all Ordering Documents, save for those Ordering Documents (if any) expressly referenced in Appendix 1 which shall be deemed included within the term "Original Agreement".

As you may be aware, General Electric Company, a New York corporation, intends to divide its business operations into three distinct investment-grade companies, hereinafter referred to as the "Transaction".

Duplicate Contract(s)

As multiple business units in General Electric Company utilized the products and services provided under the Original Agreement(s) prior to the Transaction, we need to duplicate certain contractual arrangements under such Original Agreement(s) so as to allow the relevant distinct new entities to make use of such products and services following the closing of the aspect(s) of the Transaction relating to New GE Party.

Therefore, New GE Party and you hereby agree to adopt the terms and conditions of the Original Agreement(s) for use by and between you and New GE Party, save for the following modifications, with effect on the Spin-off Date (as defined below) ("Effective Date"). The "Spin-off Date" shall be the date on which the shares of the GE NewCo holding the healthcare business are distributed to the holders of General Electric Company common stock. The Spin-off Date is anticipated to occur in Q1 2023, as may be publicly announced, or such other date as will be communicated by GE.

- a. All references to the "agreement" or to any of its clauses, paragraphs, sections, schedules, appendices or annexes shall be deemed to refer to the Original Agreement (or its clauses, paragraphs, sections, schedules, appendices or annexes, as applicable) as duplicated and modified by this Letter Agreement.
- b. All references to General Electric Company or "GE", throughout the Original Agreement(s) are hereby replaced with GE Healthcare International LLC.
- c. The New GE Party shall be entitled, on written notice to you, to assign any of its rights and obligations under the agreement, in whole or in part to an "Affiliate". Affiliate shall mean any other entity (including but not limited to, joint ventures, corporations, limited liability companies, partnerships, limited partnerships, business trusts or other entities, subsidiaries, businesses, operating divisions, units or P&L's thereof) that is directly or indirectly in control of, controlled by, or under common control with such entity, including those now existing, or subsequently created or acquired during the term of the agreement.
- d. The parties agree that all notices under the Duplicate Contract, including within any exhibits, schedules, appendices, policies or other similar documents related thereto, shall be directed to:

GEHC Contact Address and Email:

GE Healthcare
Attn: Integrated Supply Chain & Sourcing
3000 N. Grandview Blvd., Waukesha, WI 53188

Also send a copy of any notices to:

GE Healthcare
Attn: Integrated Supply Chain & Sourcing Legal
9900 Innovation Drive, RP2169, Wauwatosa, WI USA

This Letter Agreement and the duplicate contract comprised therein is referred to as "Duplicate Contract".

The Duplicate Contract shall be entirely separate from the Original Agreement or any other duplicate contract that may be created by reference to the Original Agreement in connection with the Transaction or otherwise ("Other Duplicate Contract"), such that things done or not done in respect of the Duplicate Contract will not apply to nor impact the Original Agreement or any Other Duplicate Contract.

The terms of the Duplicate Contract will, from the Effective Date, be incorporated into any Ordering Documents that are continuing in force and were previously entered into between you and any Existing GE Party that are entering into a Duplicate Contract in connection with the Transaction in replacement of the terms of any master services, framework or similar elements of the underlying Agreement as were incorporated into such Ordering Documents immediately prior to the Effective Date.

General

Save in respect of any "Ordering Documents" that are assigned pursuant to a separate "Partial Assignment" letter that references the Duplicate Contract herein and is sent on or around the same date as this letter (or otherwise in connection with the Transaction) and any Ordering Documents that shall incorporate the terms of the Duplicate Contract pursuant to the paragraph immediately above, the Duplicate Contract shall not modify or otherwise affect the Original Agreement nor any Other Duplicate Contract, and the Original Agreement and any Other Duplicate Contract will continue in full force and effect in accordance with its terms. Neither GE nor any of its affiliates have any obligations with respect to the Duplicate Contract.

The Duplicate Contract exclusively and completely states the rights, duties and obligations of the parties and supersedes all prior and contemporaneous representations, letters, proposals, discussions and understandings by or between the parties with respect to the matters contained herein, and each party hereto acknowledges that in entering this Duplicate Contract it has not relied on any representation or warranty not contained herein. This Duplicate Contract may only be amended in writing and signed by the authorized representatives of both parties thereto.

Following the Effective Date, the New GE Party may, in connection with the Transaction, undergo (i) a change of legal form, for example from a corporation to a limited liability company ("Change of Legal Form"); and/or (ii) a "Change of Control". For purposes of the Transaction and notwithstanding the meaning given to it in the Duplicate Contract, if any, "Change of Control" shall mean the sale of all or substantially all the assets of New GE Party; any merger, consolidation or acquisition of New GE Party with, by or into another corporation, entity or person; or any change in the ownership of more than fifty percent (50%) of the voting capital stock of New GE Party in one or more related transactions. By signing below, you hereby waive any rights you may have under the Duplicate Contract to terminate the Duplicate Contract, declare any default under the Duplicate Contract, seek to levy additional charges or accelerate any rights under the Duplicate Contract, in each case as a result of any such Change of Legal Form and/or Change of Control of the New GE Party and/or any subsequent assignment to an Affiliate by the New GE Party.

The parties, by their representatives signing below, agree with the terms of this Duplicate Contract and further certify that their respective signatories are duly authorized to execute this Duplicate Contract. This Duplicate Contract may be executed in one or more counterparts, or by facsimile or PDF attached by an email, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

Please have an authorized person sign and date this Letter Agreement where indicated and return one copy via email in PDF form to your typical sourcing contact, with sourcing.updates@ge.com on copy, **no later than September 30, 2022**.

Thank you.


Sincerely,



Brett Estes, for and on behalf of GE Healthcare International LLC
Indirect Sourcing Manager

GRAINGER

Agreed and accepted:

[Signature] By: 

Printed Name: Grace Castro

Title: Strategic Account Executive - National Accounts

Date: November 17, 2022

Appendix 1

- Reference is made to that certain Maintenance, Repair, and Operations Materials Supply Agreement, between GRAINGER and General Electric Company, dated June 1, 2010.