

**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): January 10, 2025**

**Broadcom Inc.**

(Exact Name of Registrant as Specified in Charter)

**Delaware**  
(State or other jurisdiction of incorporation)

**001-38449**  
(Commission File Number)

**35-2617337**  
(I.R.S. Employer Identification No.)

**3421 Hillview Avenue  
Palo Alto, California 94304**  
(Address of principal executive offices including zip code)

**(650) 427-6000**  
(Registrant's telephone number, including area code)

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))

Securities registered pursuant to Section 12(b) of the Act:

Title of Each Class	Trading Symbol(s)	Name of Each Exchange on Which Registered
Common Stock, \$0.001 par value	AVGO	The NASDAQ Global Select Market

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.

**Item 8.01 Other Events.**

On January 6, 2025, Broadcom Inc. (the “Company”) entered into an underwriting agreement (the “Underwriting Agreement”) with Wells Fargo Securities, LLC, Citigroup Global Markets Inc., PNC Capital Markets LLC and Scotia Capital (USA) Inc., acting for themselves and as representatives of the several underwriters named therein (collectively, the “Underwriters”), pursuant to which the Company agreed to issue and sell to the Underwriters \$3,000,000,000 aggregate principal amount of its senior notes, consisting of \$1,100,000,000 aggregate principal amount of its 4.800% senior notes due 2028 (the “2028 Notes”), \$800,000,000 aggregate principal amount of its 5.050% senior notes due 2030 (the “2030 Notes”) and \$1,100,000,000 aggregate principal amount of its 5.200% senior notes due 2032 (the “2032 Notes” and together with the 2028 Notes and the 2030 Notes, the “Notes”).

The Notes were registered under the Securities Act of 1933, as amended (the “Act”), pursuant to the Company’s registration statement on Form S-3ASR (File No. 333-280715) (the “Registration Statement”), dated July 8, 2024. On January 8, 2025, the Company filed with the U.S. Securities and Exchange Commission (the “SEC”) a prospectus supplement (the “Prospectus Supplement”), containing the final terms of the Notes pursuant to Rule 424(b)(2) of the Act. The Notes were sold pursuant to the Underwriting Agreement and were issued pursuant to the Prospectus Supplement. The Notes are governed by the Indenture, dated July 12, 2024 (the “Base Indenture”), between the Company and Wilmington Trust, National Association, as trustee (the “Trustee”), as supplemented by the Supplemental Indenture No. 3, dated January 10, 2025 (the “Supplemental Indenture”), between the Company and the Trustee.

The 2028 Notes will mature on April 15, 2028, the 2030 Notes will mature on April 15, 2030 and the 2032 Notes will mature on April 15, 2032. The Notes are unsecured, unsubordinated obligations of the Company and will rank equally in right of payment with all of the Company’s existing and future unsecured, unsubordinated indebtedness, liabilities and other obligations. The Notes will not be guaranteed by any of the Company’s subsidiaries and will therefore be structurally subordinated to the indebtedness and other liabilities of the Company’s subsidiaries.

The Company expects to use the net proceeds received from the issuance of the Notes for general corporate purposes and for repayment of debt.

Please refer to the Prospectus Supplement dated January 6, 2025 for additional information regarding the Notes offering and the material terms and conditions of the Notes. The foregoing summary of the Notes does not purport to be complete and is qualified in its entirety by reference to the full text of (i) the Underwriting Agreement attached hereto as Exhibit 1.1; (ii) the Base Indenture, filed as Exhibit 4.1 to the Company’s Current Report on Form 8-K filed with the SEC on July 12, 2024, a copy of which is attached hereto as Exhibit 4.1; (iii) the Supplemental Indenture attached hereto as Exhibit 4.2; and (iv) the forms of Notes attached hereto as Exhibits 4.3 through 4.5, inclusive, each of which are incorporated by reference herein.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
1.1	<a href="#"><u>Underwriting Agreement, dated January 6, 2025, by and among Broadcom Inc., Wells Fargo Securities, LLC, Citigroup Global Markets Inc., PNC Capital Markets LLC and Scotia Capital (USA) Inc. (acting for themselves and as representatives of the several underwriters named therein).</u></a>
4.1	<a href="#"><u>Indenture, dated July 12, 2024, between Broadcom Inc. and Wilmington Trust, National Association, as trustee (incorporated by reference to Exhibit 4.1 to Broadcom Inc. Current Report on Form 8-K (File No. 001-38449) filed with the SEC on July 12, 2024).</u></a>
4.2	<a href="#"><u>Supplemental Indenture No. 3, dated January 10, 2025, between Broadcom Inc. and Wilmington Trust, National Association, as trustee.</u></a>
4.3	<a href="#"><u>Form of 4.800% Note due 2028 (included in Exhibit 4.2 to this Current Report on Form 8-K).</u></a>
4.4	<a href="#"><u>Form of 5.050% Note due 2030 (included in Exhibit 4.2 to this Current Report on Form 8-K).</u></a>
4.5	<a href="#"><u>Form of 5.200% Note due 2032 (included in Exhibit 4.2 to this Current Report on Form 8-K).</u></a>
5.1	<a href="#"><u>Opinion of Wachtell, Lipton, Rosen &amp; Katz, dated January 10, 2025, with respect to the Notes.</u></a>
23.1	<a href="#"><u>Consent of Wachtell, Lipton, Rosen &amp; Katz (included in Exhibit 5.1 to this Current Report on Form 8-K).</u></a>
104	Cover Page Interactive Data File (formatted as Inline XBRL).

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Date: January 10, 2025

**Broadcom Inc.**

By: /s/ Kirsten M. Spears

Name: Kirsten M. Spears

Title: Chief Financial Officer and Chief Accounting Officer

## UNDERWRITING AGREEMENT

January 6, 2025

Wells Fargo Securities, LLC  
Citigroup Global Markets Inc.  
PNC Capital Markets LLC  
Scotia Capital (USA) Inc.  
As Representatives of the Underwriters

c/o Wells Fargo Securities, LLC  
550 South Tryon Street, 5th Floor  
Charlotte, North Carolina 28202

c/o Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013

c/o PNC Capital Markets LLC  
300 Fifth Avenue, 10th Floor  
Pittsburgh, Pennsylvania 15222

c/o Scotia Capital (USA) Inc.  
250 Vesey Street  
New York, New York 10281

Ladies and Gentlemen:

Broadcom Inc., a Delaware corporation (the “**Issuer**”), proposes to issue and sell, subject to the terms and conditions stated herein, to Wells Fargo Securities, LLC, Citigroup Global Markets Inc., PNC Capital Markets LLC, Scotia Capital (USA) Inc., and the other several Underwriters named in Schedule A (the “**Underwriters**”) acting severally and not jointly, the respective amounts set forth in such Schedule A of \$1,100,000,000 aggregate principal amount of the 4.800% Senior Notes due 2028 (the “**2028 Notes**”), \$800,000,000 aggregate principal amount of the 5.050% Senior Notes due 2030 (the “**2030 Notes**”) and \$1,100,000,000 aggregate principal amount of the 5.200% Senior Notes due 2032 (the “**2032 Notes**”) and, together with the 2028 Notes and the 2030 Notes, the “**Notes**”), in each case, issued by the Issuer. Wells Fargo Securities, LLC, Citigroup Global Markets Inc., PNC Capital Markets LLC and Scotia Capital (USA) Inc. have agreed to act as the representatives of the several Underwriters (the “**Representatives**”) in connection with the offering and sale of the Notes.

The Notes will be issued pursuant to an indenture, dated as of July 12, 2024 (the “**Base Indenture**”), between the Issuer and Wilmington Trust, National Association, as trustee (the “**Trustee**”). Certain terms of the Notes will be established pursuant to a supplemental indenture to be dated as of January 10, 2025 (the “**Supplemental Indenture**”) to the Base Indenture

(together with the Base Indenture, the “**Indenture**”). The Issuer has filed with the Securities and Exchange Commission (the “**Commission**”) an “automatic shelf registration statement,” as defined under Rule 405 (“**Rule 405**”) under the Securities Act of 1933, as amended (the “**1933 Act**”), on Form S-3 (File No. 333-280715) covering the public offering and sale of certain securities of the Issuer, including the Notes, under the 1933 Act and the rules and regulations promulgated thereunder (the “**1933 Act Regulations**”), which automatic shelf registration statement became effective under Rule 462(e) of the 1933 Act Regulations (“**Rule 462(e)**”). Such registration statement, as of any time, means such registration statement as amended by any post-effective amendments thereto at such time, including the exhibits and any schedules thereto at such time, the documents incorporated or deemed to be incorporated by reference therein at such time pursuant to Item 12 of Form S-3 under the 1933 Act and the documents otherwise deemed to be a part thereof as of such time pursuant to Rule 430B of the 1933 Act Regulations (“**Rule 430B**”), is referred to herein as the “**Registration Statement**”; provided, however, that the “Registration Statement” without reference to a time means such registration statement as amended by any post-effective amendments thereto as of the Applicable Time (as defined below). Each preliminary prospectus supplement and the base prospectus used in connection with the offering of the Notes, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act immediately prior to the Applicable Time, are collectively referred to herein as a “**preliminary prospectus**.” Promptly after execution and delivery of this Agreement, the Issuer will prepare and file a final prospectus supplement (the “**Final Prospectus**”) relating to the Notes in accordance with the provisions of Rule 424(b) of the 1933 Act Regulations (“**Rule 424(b)**”). The Final Prospectus and the base prospectus, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act immediately prior to the Applicable Time, are collectively referred to herein as the “**Prospectus**.” For purposes of this Agreement, all references to the Registration Statement, the preliminary prospectus or the Prospectus or any amendment or supplement thereto shall be deemed to include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system (or any successor system) (“**EDGAR**”).

This Agreement, the Notes and the Indenture are referred to herein as the “**Transaction Documents**.”

All references in this Agreement to financial statements and schedules and other information which is “contained,” “included” or “stated” (or other references of like import) in the Registration Statement, the preliminary prospectus or the Prospectus shall be deemed to include all such financial statements and schedules and other information incorporated or deemed to be incorporated by reference in the Registration Statement pursuant to the 1933 Act Regulations, the preliminary prospectus or the Prospectus, as the case may be, prior to the Applicable Time; and all references in this Agreement to amendments or supplements to the Registration Statement, the preliminary prospectus or the Prospectus shall be deemed to include the filing of any document under the Securities Exchange Act of 1934, as amended (the “**1934 Act**”), and the rules and regulations promulgated thereunder (the “**1934 Act Regulations**”) incorporated or deemed to be incorporated by reference in the Registration Statement pursuant to the 1933 Act Regulations, such preliminary prospectus or the Prospectus, as the case may be, at or after the Applicable Time.

As used in this Agreement:

“**Applicable Time**” means 4:15 P.M., New York City time, on January 6, 2025.

“**General Disclosure Package**” means each Issuer General Use Free Writing Prospectus and the preliminary prospectus (including any documents incorporated therein by reference), all considered together, that have been made available to prospective investors prior to the Applicable Time.

“**Issuer Free Writing Prospectus**” means any “issuer free writing prospectus,” as defined in Rule 433 of the 1933 Act Regulations (“**Rule 433**”), including, without limitation, any “free writing prospectus” (as defined in Rule 405) relating to the Notes that is (i) required to be filed with the Commission by the Issuer, (ii) a “road show that is a written communication” within the meaning of Rule 433(d)(8)(i), whether or not required to be filed with the Commission, or (iii) exempt from filing with the Commission pursuant to Rule 433(d)(5)(i) because it contains a description of the Notes or of the offering thereof that does not reflect the final terms, in each case in the form filed or required to be filed with the Commission or, if not required to be filed, in the form retained in the Issuer’s records pursuant to Rule 433(g).

“**Issuer General Use Free Writing Prospectus**” means any Issuer Free Writing Prospectus that is intended for general distribution to investors, as evidenced by its being specified in Schedule B hereto.

“**Issuer Limited Use Free Writing Prospectus**” means any Issuer Free Writing Prospectus that is not an Issuer General Use Free Writing Prospectus.

The Issuer hereby confirms its agreement with the Underwriters as follows:

**SECTION 1. Representations and Warranties.** The Issuer hereby represents, warrants and covenants to each Underwriter that, as of the date hereof and as of the Closing Date:

(a) **Compliance of the Registration Statement, the Prospectus and Incorporated Documents.** The Issuer meets the requirements for use of Form S-3ASR under the 1933 Act Regulations. The Registration Statement is an automatic shelf registration statement under Rule 405. Each of the Registration Statement and any post-effective amendment thereto has become effective under the 1933 Act. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) of the 1933 Act Regulations (“**Rule 401(g)(2)**”) has been received by the Issuer, no order preventing or suspending the use of the preliminary prospectus or the Prospectus or any amendment or supplement thereto has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Issuer’s knowledge, contemplated. The Issuer has complied with each request (if any) from the Commission for additional information with respect to the Registration Statement or the Prospectus. In addition, the Indenture has been duly qualified under the Trust Indenture Act of 1939, as amended, and the rules and regulations promulgated thereunder (the “**Trust Indenture Act**”).

Each of the Registration Statement and any post-effective amendment thereto, at the time of its effectiveness, each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2), the Applicable Time and the Closing Date complied and will comply in all material respects with the requirements of the 1933 Act, the 1933 Act Regulations and the Trust Indenture Act. The preliminary prospectus and the Prospectus and any amendment or supplement thereto, at the time each was filed with the Commission, and, in each case, the Applicable Time and the Closing Date complied and will comply in all material respects with the applicable requirements of the 1933 Act, the 1933 Act Regulations and the Trust Indenture Act, and each preliminary prospectus and the Prospectus are identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus pursuant to the 1933 Act Regulations, at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the applicable requirements of the 1934 Act and the 1934 Act Regulations.

(b) **Accurate Disclosure.** Neither the Registration Statement nor any amendment thereto, at its effective time, on the date hereof or on the Closing Date, contained, contains or will contain an untrue statement of a material fact or omitted, omits or will omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading. At the Applicable Time, neither (A) the General Disclosure Package nor (B) any individual Issuer Limited Use Free Writing Prospectus, when considered together with the General Disclosure Package, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. Neither the Prospectus nor any amendment or supplement thereto, as of its date, or on the Closing Date, included, includes or will include an untrue statement of a material fact or omitted, omits or will omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement or any amendment thereto or the General Disclosure Package or the Prospectus or any amendment or supplement thereto made in reliance upon and in conformity with written information furnished to the Issuer by any Underwriter through the Representatives expressly for use therein. For purposes of this Agreement, the only information so furnished shall be the first sentence of the fifth paragraph, the third sentence of the eighth paragraph and tenth through thirteenth paragraphs under the caption “Underwriting (Conflicts of Interest)” in the preliminary prospectus and the Prospectus (collectively, the “**Underwriter Information**”).

(c) **Issuer Free Writing Prospectuses.** No Issuer Free Writing Prospectus conflicts or will conflict with the information contained in the Registration Statement, any preliminary prospectus or the Prospectus, including any document incorporated by reference therein, that has not been superseded or modified. If at any time following



issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, the General Disclosure Package or the Prospectus, the Issuer has promptly notified or will promptly notify the Representatives and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict. The foregoing two sentences do not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Issuer by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by any Underwriter through the Representatives consists of the Underwriter Information.

(d) [Reserved].

(e) **Company Additional Written Communications.** The Issuer has not prepared, made, used, authorized, approved or distributed and will not prepare, make, use, authorize, approve or distribute any written communication that constitutes an offer to sell or solicitation of an offer to buy the Notes other than (i) the General Disclosure Package, (ii) the Prospectus and (iii) any electronic road show or other written communications, in each case used in accordance with Section 3(b). Each such communication by the Issuer or its agents and representatives pursuant to clause (iii) of the preceding sentence (each, a “**Company Additional Written Communication**”), when taken together with the General Disclosure Package, did not as of the Applicable Time, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided that this representation, warranty and agreement shall not apply to statements in or omissions from each such Company Additional Written Communication made in reliance upon and in conformity with information furnished to the Issuer in writing by any Underwriter through the Representatives expressly for use in any Company Additional Written Communication.

(f) **Issuer Not Ineligible Issuer.** (A) At the time of filing the Registration Statement and any post-effective amendment thereto, (B) at the earliest time thereafter that the Issuer or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Notes, (C) at the date of this Agreement and (D) at the Applicable Time, the Issuer was not and is not an “ineligible issuer,” as defined in Rule 405, without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Issuer be considered an ineligible issuer.

(g) **Incorporated Documents.** The documents incorporated or deemed to be incorporated by reference in the Prospectus at the time they were or hereafter are filed with the Commission (collectively, the “**Incorporated Documents**”) complied or will comply in all material respects with the requirements of the 1934 Act. Each such Incorporated Document, when taken together with the General Disclosure Package, did not as of the Applicable Time, and at the Closing Date will not, contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(h) **The Underwriting Agreement.** This Agreement has been duly authorized, executed and delivered by the Issuer.

(i) [Reserved].

(j) **Authorization of the Notes.** The Notes to be purchased by the Underwriters from the Issuer will on the Closing Date be in the form contemplated by the Indenture, have been duly authorized for issuance and sale pursuant to this Agreement and the Indenture and, at the Closing Date, will have been duly executed by the Issuer and, when authenticated in the manner provided for in the Indenture and delivered against payment of the purchase price therefor, will constitute valid and binding obligations of the Issuer, enforceable in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or other similar laws relating to or affecting the rights and remedies of creditors or by general equitable principles (the “**Enforceability Exceptions**”) and will be entitled to the benefits of the Indenture.

(k) **Authorization of the Indenture.** The Indenture has been duly qualified under the Trust Indenture Act and has been duly authorized by the Issuer and, at the Closing Date, will have been duly executed and delivered by the Issuer and will constitute a valid and binding agreement of the Issuer, enforceable against the Issuer in accordance with its terms, except as the enforcement thereof may be limited by the Enforceability Exceptions.

(l) **Description of the Transaction Documents.** The Transaction Documents will conform in all material respects to the respective statements relating thereto contained in the Prospectus.

(m) **Accuracy of Statements.** The statements in each of the Prospectus and the General Disclosure Package under the captions (i) “Description of Notes,” insofar as such statements purport to constitute a summary of the terms of the Indenture and the Notes, and (ii) “Certain U.S. Federal Income Tax Considerations,” insofar as such statements purport to describe the provisions of the laws and regulations referred to therein (and based on such facts and subject to the qualifications, assumptions and limitations set forth therein), accurately present and summarize, in all material respects, the matters referred to therein.

(n) **No Material Adverse Change.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto), subsequent to the respective dates as of which information is given in the Registration Statement, the General Disclosure Package and the Prospectus (exclusive of any amendment or supplement thereto) there has been no material adverse change, or any development that could reasonably be expected to result in a material adverse change, in the financial condition or in the earnings, business or results of operations of the Issuer and its subsidiaries, considered as one entity (any such change is called a “**Material Adverse Change**”).

(o) **Independent Registered Public Accounting Firms.** PricewaterhouseCoopers LLP, which expressed its opinion with respect to the audited financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules of the Issuer and its subsidiaries filed with the Commission and incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, is an independent registered public accounting firm within the meaning of the 1933 Act, the 1934 Act and the rules of the Public Company Accounting Oversight Board.

PricewaterhouseCoopers LLP, which expressed its opinion with respect to the audited financial statements (which term as used in this Agreement includes the related notes thereto) and supporting schedules of VMware, Inc. (“**VMware**”) and its subsidiaries filed with the Commission and incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus, is an independent registered public accounting firm within the meaning of the 1933 Act, the 1934 Act and the rules of the Public Company Accounting Oversight Board.

(p) **Preparation of the Financial Statements.** The financial statements of the Issuer, together with the related schedules and notes, included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly, in all material respects, the consolidated financial position of the Issuer and its consolidated subsidiaries as of and at the dates indicated and the results of their operations and cash flows for the periods specified, subject, in the case of unaudited interim statements, to normal year-end adjustments. Such financial statements comply as to form with the accounting requirements of the 1933 Act and have been prepared in conformity with generally accepted accounting principles as applied in the United States (“**GAAP**”) applied on a consistent basis throughout the periods involved, except as may be expressly stated in the related notes thereto. The financial statements of the businesses or properties acquired or proposed to be acquired, if any, included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly the information set forth therein as of the dates indicated and their consolidated financial position, the results of their respective operations and the changes in their respective cash flows as of and for the periods specified, have been prepared in conformity with GAAP applied on a consistent basis and otherwise have been prepared in accordance with the financial statement requirements of Rule 3-05 or Rule 3-14 of Regulation S-X, as applicable, in each case, in all material respects and except as may be expressly stated in the related notes thereto. The summary financial information included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present fairly, in all material respects, the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement, the General Disclosure Package and the Prospectus. The pro forma financial statements and the related notes thereto included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus present

fairly the information shown therein and have been prepared in accordance with the Commission's rules and guidelines with respect to pro forma financial information prepared in accordance with Regulation S-X in all material respects. Except as included or incorporated by reference therein, no historical or pro forma financial statements or related schedules and notes are required to be included or incorporated by reference in the Registration Statement, the General Disclosure Package or the Prospectus. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the General Disclosure Package fairly present the information called for in all material respects and have been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(q) **Incorporation and Good Standing.** Each of the Issuer and the Issuer's significant subsidiaries (as defined in Rule 1-02(w) of Regulation S-X) as of November 3, 2024 (collectively, the "**Significant Subsidiaries**") has been duly incorporated or formed, as applicable, and is validly existing as a corporation, limited partnership, exempted company or exempted limited partnership or limited liability company, as applicable, in good standing under the laws of the jurisdiction of its incorporation or formation, as applicable, and has corporate, partnership or limited liability company, as applicable, power and authority to own or lease, as the case may be, and operate its properties and to conduct its business as described in the Registration Statement, the General Disclosure Package and Prospectus and, in the case of the Issuer, to enter into and perform its obligations under each of the Transaction Documents to which it is a party, except where the failure of a Significant Subsidiary (other than the Issuer) to be in good standing would not reasonably be expected to result in a Material Adverse Change. Each of the Issuer and its Significant Subsidiaries is duly qualified as a foreign corporation, limited partnership or limited liability company, as applicable, to transact business and is in good standing or equivalent status in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except for such jurisdictions where the failure to so qualify or to be in good standing would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(r) **Non-Contravention of Existing Instruments; No Further Authorizations or Approvals Required.** Neither the Issuer nor any of the Issuer's Significant Subsidiaries is (i) in violation or in default (or, with the giving of notice or lapse of time, would be in default) ("**Default**") under its charter or by-laws, or (ii) in Default under any indenture, mortgage, loan or credit agreement, deed of trust, note, contract, franchise, lease or other agreement, obligation, condition, covenant or instrument to which the Issuer or any of its subsidiaries is a party or by which it or any of them may be bound or to which any of the property or assets of the Issuer or any of its subsidiaries is subject (each, an "**Existing Instrument**"), except, with respect to clause (ii) only, for such Defaults as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

The execution, delivery and performance of the Transaction Documents by the Issuer, and the issuance and delivery of the Notes, and consummation of the transactions contemplated hereby and thereby, by the Registration Statement, the General Disclosure Package and by the Prospectus (A) have been duly authorized by all necessary corporate action and will not result in any Default under the charter or by-laws of the Issuer or any Significant Subsidiary of the Issuer, (B) will not conflict with or constitute a breach of, or Default or a Debt Repayment Triggering Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Issuer or any of its subsidiaries pursuant to, or require the consent of any other party to, any Existing Instrument and (C) will not result in any violation of any statute, law, rule, regulation, judgment, order or decree applicable to the Issuer or any of its subsidiaries of any court, regulatory body, administrative agency, governmental body, arbitrator or other authority having jurisdiction over the Issuer or any of its subsidiaries or any of its or their properties, except, with respect to clauses (B) and (C) only, for such conflicts, breaches, Defaults, Debt Repayment Triggering Events, liens, charges, encumbrances, consents or violations as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

No consent, approval, authorization or other order of, or registration or filing with, any court or other governmental or regulatory authority or agency is required for the execution, delivery and performance of the Transaction Documents by the Issuer, or the issuance and delivery of the Notes, or consummation of the transactions contemplated hereby or thereby and by the Registration Statement, the General Disclosure Package or by the Prospectus, except such as have been obtained (including any required under the 1933 Act, the 1933 Act Regulations and the Trust Indenture Act) or made and are in full force and effect or as may be required by applicable securities laws of the several states of the United States or provinces of Canada. As used herein, a “**Debt Repayment Triggering Event**” means any event or condition which gives, or with the giving of notice or lapse of time or both would give, the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder’s behalf) issued by the Issuer or any of its subsidiaries the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Issuer or any of its subsidiaries.

(s) **No Material Actions or Proceedings.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, there are no legal or governmental actions, suits or proceedings pending or, to the Issuer’s knowledge, threatened against the Issuer or any of its subsidiaries, which, if determined adversely, would reasonably be expected to, individually or in the aggregate, result in a Material Adverse Change or adversely affect the consummation of the transactions contemplated by this Agreement in any material respect.

(t) **Intellectual Property Rights.** The Issuer and each of its subsidiaries own or possess adequate rights to use all material intellectual property, including all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses, know-how, software, systems and technology (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) (collectively, “**Intellectual Property**”) necessary for, used or held for use in the conduct of their respective businesses and have

no reason to believe that the conduct of their respective businesses will conflict with, and, except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, have not received any notice of any claim of conflict with, any such rights of others that would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change. Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Issuer has not received notice and is not otherwise aware of any material pending or threatened claim to the contrary or any material pending or threatened challenge by any other person relating to the Intellectual Property rights of the Issuer and its subsidiaries.

(u) **All Necessary Permits, etc.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Issuer and each Significant Subsidiary possess such valid and current certificates, authorizations, permits, licenses, approvals, consents and other authorizations issued by the appropriate state, federal or foreign regulatory agencies or bodies necessary to conduct their respective businesses, except where failure to possess would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(v) **Tax Law Compliance.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Issuer and each Significant Subsidiary have filed all federal, state, local and foreign income and franchise tax returns required to be filed under applicable law through the date of this Agreement or have properly requested extensions thereof and have paid all taxes required to be paid, including, if due and payable, any related assessment, fine or penalty, except with respect to which adequate reserves have been established, or except where a failure to make such filings or payments would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change.

(w) **The Issuer is not an “Investment Company”.** The Issuer is not, and after receipt of payment for the Notes and the application of the proceeds thereof as contemplated under the caption “Use of Proceeds” in the Registration Statement, the General Disclosure Package and the Prospectus will not be, required to register as an “investment company” within the meaning of the Investment Company Act of 1940, as amended.

(x) **No Price Stabilization or Manipulation.** The Issuer has not taken and will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in stabilization or manipulation of the price of any security of the Issuer to facilitate the sale or resale of the Notes.

(y) **Compliance with Sarbanes-Oxley.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, there is no failure on the part of the Issuer or, to the Issuer’s knowledge, any of the Issuer’s directors or officers, in their capacities as such, to comply in all material respects with any applicable provision of the Sarbanes-Oxley Act of 2002 (the “**Sarbanes-Oxley Act**,” which term, as used herein, includes the rules and regulations of the Commission promulgated thereunder).

(z) **Accounting Systems.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Issuer and its subsidiaries maintain effective internal control over financial reporting, as such term is defined in Rule 13a-15(f) under the 1934 Act.

(aa) **Disclosure Controls and Procedures.** The Issuer and its subsidiaries have established and maintain disclosure controls and procedures (as such term is defined in Rules 13a-15 under the 1934 Act); such disclosure controls and procedures are designed to ensure that material information relating to the Issuer and its subsidiaries is made known to the chief executive officer and chief financial officer of the Issuer by others within the Issuer or any of its subsidiaries, and such disclosure controls and procedures are reasonably effective to perform the functions for which they were established subject to the limitations of any such control system.

(bb) **Internal Controls and Procedures.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, the Issuer and its subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(cc) **No Material Weakness in Internal Control.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus, since the end of the Issuer’s and its subsidiaries’ most recent audited fiscal year, there have not been (i) any significant changes in the Issuer’s internal control over financial reporting that have materially adversely affected or are reasonably likely to materially and adversely affect the Issuer’s internal control over financial reporting and (ii) identified any material weakness in the Issuer’s internal control over financial reporting (whether or not remediated).

(dd) **Compliance with and Liability Under Environmental Laws.** Except as otherwise disclosed in the Registration Statement, the General Disclosure Package and the Prospectus or except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (i) neither the Issuer nor any Significant Subsidiary is in violation of any federal, state, local or foreign law, regulation, order, permit or other requirement relating to protection of human health or the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including without limitation, laws and regulations relating to emissions, discharges, releases or threatened releases of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum and petroleum products (collectively, “**Materials of Environmental Concern**”), or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Materials of Environmental Concern (collectively, “**Environmental Laws**”); (ii) the Issuer

and any Significant Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements in all respects; (iii) there are no pending or, to the Issuer's knowledge, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigations or proceedings relating to any Environmental Laws against the Issuer or any Significant Subsidiary; and (iv) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or governmental body or agency, against or affecting the Issuer or any Significant Subsidiary relating to Materials of Environmental Concern or Environmental Laws.

(ee) **No Unlawful Contributions or Other Payments.** None of the Issuer, any of its subsidiaries or, to the Issuer's knowledge, any director, officer, agent, employee or controlled affiliate of the Issuer or any of its subsidiaries is aware of, has taken any action directly or indirectly in the past five years, or any action directly or indirectly at any time for which the applicable statute of limitations has been tolled for whatever reason, (i) in furtherance of an unlawful offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any government official including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing or any political party or official thereof or any candidate for political office; (ii) in furtherance of an offer, payment, promise to pay or authorization or approval of the payment or giving of any unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment or benefit; or (iii) in violation of any provision of, or rule or regulation instituted under, the Foreign Corrupt Practices Act of 1977, Bribery Act 2010 of the United Kingdom or any similar anti-bribery or anti-corruption law or rule or regulation applicable to the Issuer or any of its subsidiaries.

(ff) **No Conflict with Money Laundering Laws.** The operations of the Issuer and its subsidiaries are and have been conducted at all times in compliance in all material respects with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Issuer or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Issuer, threatened.

(gg) **No Conflict with Sanctions Laws.** Neither the Issuer nor any of its subsidiaries nor, to the Issuer's knowledge, any director, officer, agent, employee or affiliate of the Issuer or any of its subsidiaries is currently subject to or the target of any sanctions administered or enforced by the United States government, including, without limitation, by the Office of Foreign Assets Control of the U.S. Treasury Department, the United Nations Security Council, the European Union, His Majesty's Treasury, or other



relevant sanctions authority (collectively, the “**Sanctions**”), nor is the Issuer or any of its subsidiaries located, organized or resident in a country or territory that is the subject or target of Sanctions (each a “**Sanctioned Country**”); and the Issuer will not directly or indirectly use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds, to any subsidiary, joint venture partner or other person or entity, (i) to fund, finance or facilitate any activities of or business with any person that, at the time of such funding or facilitation, is the subject or target of Sanctions, or in or with any Sanctioned Country or (ii) in any other manner that will result in a violation by any person (including any person participating in the transaction, whether as an underwriter, advisor, investor or otherwise) of Sanctions.

(hh) [Reserved].

(ii) **Cybersecurity.** Except as disclosed in the Registration Statement, the General Disclosure Package and the Prospectus or except as would not, individually or in the aggregate, reasonably be expected to result in a Material Adverse Change, (A) to the Issuer’s knowledge, there has been no security breach or unauthorized access to any of the Issuer’s or its subsidiaries’ information technology and computer systems (“**IT Systems**”) that has resulted in the unauthorized access, use, disclosure, misappropriation, or modification of any data or information stored therein; (B) the Issuer and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and contractual obligations relating to the privacy and security of the IT Systems and the data stored therein and to the protection of such IT Systems and data from unauthorized use, access, misappropriation or modification; and (C) the Issuer and its subsidiaries have implemented commercially reasonable controls, policies, procedures, and technological safeguards to maintain and protect the integrity and security of their IT Systems and the data stored therein consistent in all material respects with industry standards and practices and as required by applicable regulatory standards.

(jj) **No Applicable Registration Rights.** There are no persons with registration rights to have any debt securities registered for sale under the Registration Statement or included in the offering contemplated by this Agreement, except for such rights as have been duly waived.

(kk) **Filing of Exhibits.** There are no contracts, instruments or other documents which are required to be described in the Registration Statement, the preliminary prospectus or the Prospectus or to be filed as exhibits to the Registration Statement which have not been so described and filed as required with respect to Form S-3ASR.

(ll) **Well-Known Seasoned Issuer.** (A) At the original effectiveness of the Registration Statement, (B) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the 1933 Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Section 13 or 15(d) of the 1934 Act or form of prospectus), (C) at the time the Issuer or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)) made any offer relating to the Notes in reliance on the exemption of Rule 163, (D) at the date of this Agreement and (E) at the Applicable Time, the Issuer was and is a “well-known seasoned issuer,” as defined in Rule 405.

Any certificate signed by an officer of the Issuer and delivered to the Underwriters or to counsel for the Underwriters shall be deemed to be a representation and warranty by the Issuer to each Underwriter as to the matters set forth therein.

**SECTION 2. Purchase, Sale and Delivery of the Notes.**

(a) **The Notes.** The Issuer agrees to issue and sell to the Underwriters, severally and not jointly, all of the Notes, and subject to the conditions set forth herein, the Underwriters agree, severally and not jointly, to purchase from the Issuer the aggregate principal amount of Notes set forth opposite their names on Schedule A, at a purchase price of 99.567% of the principal amount thereof in the case of the 2028 Notes, at a purchase price of 99.599% of the principal amount thereof in the case of the 2030 Notes and at a purchase price of 99.433% of the principal amount thereof in the case of the 2032 Notes, in each case, payable on the Closing Date and on the basis of the representations, warranties and agreements herein contained, and upon the terms herein set forth.

(b) **The Closing Date.** Delivery of certificates for the Notes in definitive form to be purchased by the Underwriters and payment therefor shall be made at the offices of Simpson Thacher & Bartlett LLP, 2475 Hanover Street, Palo Alto, CA 94304 (or such other place as may be agreed to by the Issuer and the Representatives) at 9:00 a.m. New York City time, on January 10, 2025, or such other time and date as the Representatives and the Issuer shall mutually agree (the time and date of such closing are called the “**Closing Date**”).

(c) **Delivery of the Notes.** The Issuer shall deliver, or cause to be delivered, to the Representatives for the accounts of the several Underwriters certificates for the Notes at the Closing Date against the wire transfer of immediately available funds for the amount of the purchase price therefor. The certificates for the Notes shall be in such denominations and registered in the name of Cede & Co., as nominee of the Depository, and shall be made available for inspection on the business day preceding the Closing Date at a location in New York City, as the Representatives may designate.

(d) **Public Offering of the Notes.** The Representatives hereby advise the Issuer that the Underwriters intend to offer for sale to the public, as described in the General Disclosure Package and the Prospectus, their respective portions of the Notes as soon after the Applicable Time as the Representatives, in their sole judgment, have determined is advisable and practicable.

(e) **Payment for the Notes.** Payment for the Notes shall be made to the Issuer on the Closing Date by wire transfer of immediately available funds to an account designated by the Issuer. It is understood that each Underwriter has authorized the Representatives, for its account, to accept delivery of, receipt for, and make payment of the purchase price for, the Notes which it has agreed to purchase. The Representatives may (but shall not be obligated to) make payment of the purchase price for the Notes to be purchased by any Underwriter whose funds have not been received by the Closing Date, but such payment shall not relieve such Underwriter from its obligations hereunder.

SECTION 3. **Additional Covenants.** The Issuer further covenants and agrees with each Underwriter as follows:

(a) **Compliance with Commission Requests.** The Issuer, subject to Section 3(k) hereof, will comply with the requirements of Rule 430B, and will notify the Representatives immediately, and confirm the notice in writing, (i) when any post-effective amendment to the Registration Statement or any new registration statement relating to the Notes shall become effective or any amendment or supplement to the General Disclosure Package or the Prospectus shall have been used or filed, as the case may be, including any document incorporated by reference therein, in each case only as permitted by this Section 3, (ii) of the receipt of any comments from the Commission to the Registration Statement, General Disclosure Package or the Prospectus, (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the General Disclosure Package or the Prospectus, including any document incorporated by reference therein, or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto or any notice of objection to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) or of the issuance of any order preventing or suspending the use of any preliminary prospectus or the Prospectus or any amendment or supplement thereto, or of the suspension of the qualification of the Notes for offering or sale in any jurisdiction, or of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(d) or 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Issuer becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Notes. The Issuer will effect all filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b) (without reliance on Rule 424(b)(8)). The Issuer will use its reasonable best efforts to prevent the issuance of such stop order or the suspension of any such qualification and, if issued, to obtain as soon as possible the withdrawal thereof. The Issuer shall pay the required Commission filing fees relating to the Notes within the time required by Rule 456(b)(1)(i) of the 1933 Act Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations.

(b) **Preparation of Prospectus; Underwriters' Review of Proposed Amendments and Supplements and Company Additional Written Communications.** As promptly as practicable following the Applicable Time and in any event not later than the second business day following the date hereof, the Issuer will prepare and deliver to the Underwriters the Prospectus, which shall consist of the preliminary prospectus as modified only by the information contained in the General Disclosure Package. The Issuer will not amend or supplement the preliminary prospectus or the General Disclosure Package. The Issuer will not amend or supplement the Final Prospectus prior to the Closing Date unless the Representatives shall previously have been furnished a copy of the proposed amendment or supplement at least two business days prior to the proposed use or

filing, and shall not have objected to such amendment or supplement. Before making, preparing, using, authorizing, approving or distributing any Company Additional Written Communication, the Issuer will furnish to the Representatives a copy of such written communication for review and will not make, prepare, use, authorize, approve or distribute any such written communication to which the Representatives reasonably object.

(c) **Filing or Use of Amendments or Supplements.** The Issuer will give the Representatives written notice of its intention to file or use any amendment to the Registration Statement or any amendment or supplement to the General Disclosure Package or the Prospectus, whether pursuant to the 1933 Act, the 1933 Act Regulations, the 1934 Act or the 1934 Act Regulations or otherwise, from the Applicable Time to the later of (i) the time when a prospectus relating to the Notes is no longer required by the 1933 Act (without giving effect to Rule 172) to be delivered in connection with sales of the Notes and (ii) the Closing Date, and will furnish the Representatives with copies of any such amendment or supplement a reasonable amount of time prior to such proposed filing or use, as the case may be, and will not file or use any such amendment or supplement to which the Representatives or counsel for the Underwriters shall reasonably object. The Issuer hereby expressly acknowledges that the indemnification and contribution provisions of Sections 7 and 8 hereof are specifically applicable and relate to each prospectus, amendment or supplement referred to in this Section 3.

(d) [Reserved].

(e) **Blue Sky Compliance.** The Issuer shall cooperate with the Representatives and counsel for the Underwriters as the Underwriters may reasonably request from time to time to qualify or register (or to obtain exemptions from qualifying or registering) all or any part of the Notes for offer and sale under the securities laws of the several states of the United States, the provinces of Canada or any other jurisdictions reasonably designated by the Representatives, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Notes. The Issuer shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any such jurisdiction where it is not presently qualified or where it would thereby become subject to taxation. The Issuer will advise the Representatives promptly of the suspension of the qualification or registration of (or any such exemption relating to) the Notes for offering, sale or trading in any jurisdiction or, if known to the Issuer, any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Issuer shall use its reasonable best efforts to obtain the withdrawal thereof at the earliest possible moment.

(f) **Use of Proceeds.** The Issuer shall apply the net proceeds from the sale of the Notes sold by them in the manner described under the caption "Use of Proceeds" in the General Disclosure Package.

(g) **The Depositary.** The Issuer will cooperate with the Underwriters and use their reasonable best efforts to permit the Notes to be eligible for clearance and settlement through the facilities of the Depositary.

(h) [Reserved].

(i) **Agreement Not To Offer or Sell Additional Securities.** During the period commencing on the date hereof and ending on the Closing Date, the Issuer will not, without the prior written consent of the Representatives (which consent may be withheld at the sole discretion of the Representatives), directly or indirectly, sell, offer, contract or grant any option to sell, pledge, transfer or establish an open “put equivalent position” within the meaning of Rule 16a-1 under the 1934 Act, or otherwise dispose of or transfer, or announce the offering of, or file any registration statement under the 1933 Act in respect of, any debt securities of the Issuer or securities exchangeable for or convertible into debt securities of the Issuer (other than as contemplated by this Agreement or issuances under the Issuer’s commercial paper issuing and paying agent agreement).

(j) [Reserved].

(k) **Continued Compliance with Securities Law.** If at any time when a prospectus relating to the Notes is (or, but for the exception afforded by Rule 172 of the 1933 Act Regulations (“**Rule 172**”), would be) required by the 1933 Act to be delivered by an Underwriter in connection with sales of the Notes any event shall occur or condition shall exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or for the Issuer, to (i) amend the Registration Statement in order that the Registration Statement will not include 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, (ii) amend or supplement the General Disclosure Package or the Prospectus in order that the General Disclosure Package or the Prospectus, as the case may be, will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein not misleading in the light of the circumstances existing at the time it is delivered to a purchaser or (iii) amend the Registration Statement or amend or supplement the General Disclosure Package or the Prospectus, as the case may be, including, without limitation, any document incorporated therein by reference, in order to comply with the applicable requirements of the 1933 Act, the 1933 Act Regulations, the 1934 Act or the 1934 Act Regulations, the Issuer will promptly (A) give the Representatives written notice of such event or condition, (B) prepare any amendment or supplement as may be necessary to correct such statement or omission or to make the Registration Statement, the General Disclosure Package or the Prospectus comply with such requirements and, a reasonable amount of time prior to any proposed filing or use, furnish the Representatives with copies of any such amendment or supplement and (C) file with the Commission any such amendment or supplement and use its commercially reasonable efforts to have any amendment to the Registration Statement declared effective by the Commission as soon as possible if the Issuer is no longer eligible to file an automatic shelf registration statement, provided that the Issuer shall not file or use any such amendment or supplement to which the Representatives or counsel for the Underwriters shall reasonably object.

(l) **Delivery of Prospectuses.** The Issuer has delivered to each Underwriter, without charge, as many copies of each preliminary prospectus as such Underwriter reasonably requested. The Issuer will furnish to each Underwriter, without charge, during

the period when a prospectus relating to the Notes is (or, but for the exception afforded by Rule 172, would be) required by the 1933 Act to be delivered to Underwriters in connection with sales of the Notes, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request.

(m) **Earning Statements.** The Issuer will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its securityholders as soon as practicable an earning statement for the purposes of, and to provide to the Underwriters the benefits contemplated by, the last paragraph of Section 11(a) of the 1933 Act.

(n) **Reporting Requirements.** The Issuer, during the period when a prospectus relating to the Notes is (or, but for the exception afforded by Rule 172, would be) required by the 1933 Act to be delivered in connection with sales of the Notes, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by, and each such document will meet the requirements of, the 1934 Act and 1934 Act Regulations.

(o) **Final Term Sheet.** The Issuer will prepare a final term sheet (a “**Final Term Sheet**”) containing only a description of the final terms of the Notes and their offering, in a form approved by the Underwriters and attached as Schedule C hereto, and acknowledges that the Final Term Sheet is an Issuer Free Writing Prospectus and will comply with its related obligations set forth in Section 3(p) hereof. The Issuer will furnish to each Underwriter, without charge, a copy of the Final Term Sheet promptly upon its completion, which requirement may be satisfied by delivery of the Final Term Sheet by telecopier, facsimile or other electronic transmission (i.e., a “pdf” or “tif”).

(p) **Issuer Free Writing Prospectuses.** Prior to the Closing Date, the Issuer agrees that, unless it obtains the prior written consent of the Representatives it will not make any offer relating to the Notes that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a “free writing prospectus,” or a portion thereof, required to be filed by the Issuer with the Commission or retained by the Issuer under Rule 433; provided that the Representatives will be deemed to have consented to the Issuer General Use Free Writing Prospectuses listed on Schedule B hereto and any “road show that is a written communication” within the meaning of Rule 433(d)(8)(i) that has been reviewed by the Representatives. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, any preliminary prospectus or the Prospectus or included or would include an untrue statement of a material fact or omitted or would omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at that subsequent time, not misleading, the Issuer will promptly notify the Representatives in writing and will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict, untrue statement or omission.

(q) **Eligibility of Automatic Shelf Registration Statement Form.** If at any time when Notes remain unsold by the Underwriters the Issuer receives a notice from the Commission pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Issuer will (i) promptly notify the Representatives in writing, (ii) use its reasonable best efforts to promptly file a new registration statement or post-effective amendment on the proper form relating to such Notes, in a form and substance satisfactory to the Underwriters, (iii) use its reasonable best efforts to cause such registration statement or post-effective amendment to be declared effective as soon as practicable and (iv) promptly notify the Representatives in writing of such effectiveness. The Issuer will use its reasonable best efforts to take all other action necessary or appropriate to permit the public offering and sale of the Notes to continue as contemplated in the Registration Statement that was the subject of the Rule 401(g)(2) notice or for which the Issuer has otherwise become ineligible. References herein to the “Registration Statement” shall include such new registration statement or post-effective amendment, as the case may be.

(r) **No Manipulation of Price.** In connection with the offering of the Notes, the Issuer will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, under the 1934 Act or otherwise, the stabilization or manipulation of the price of any securities of the Issuer to facilitate the sale or resale of the Notes.

The Representatives on behalf of the several Underwriters, may, in their sole discretion, waive in writing the performance by the Issuer of any one or more of the foregoing covenants or extend the time for their performance.

**SECTION 4. Payment of Expenses.** The Issuer agrees to pay all costs, fees and expenses incurred in connection with the performance of its obligations hereunder and in connection with the transactions contemplated hereby, including, without limitation, (i) all expenses incident to the issuance and delivery of the Notes (including all printing and engraving costs), (ii) all necessary issue, transfer and other stamp taxes in connection with the issuance and sale of the Notes to the Underwriters, (iii) all fees and expenses of the Issuer’s counsel, independent public or certified public accountants and other advisors to the Issuer and to VMware, (iv) all costs and expenses incurred in connection with the preparation, printing, filing, shipping and distribution (including any form of electronic distribution) of the preliminary prospectus, each Issuer Free Writing Prospectus and the Prospectus and any amendments or supplements thereto and any costs associated with electronic delivery of any of the foregoing by the Underwriters to investors, (v) all filing fees, attorneys’ fees and expenses incurred by the Issuer in connection with qualifying or registering (or obtaining exemptions from the qualification or registration of) all or any part of the Notes for offer and sale under the securities laws of the several states of the United States, the provinces of Canada or other jurisdictions designated by the Underwriters (including, without limitation, the cost of preparing, printing and mailing preliminary and final “blue sky” or legal investment memoranda and any related supplements to each Issuer Free Writing Prospectus and the Prospectus), (vi) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Notes, (vii) any fees payable in connection with the rating of the Notes with the ratings agencies, (viii) all fees and expenses

(including reasonable fees and expenses of counsel) of the Issuer in connection with approval of the Notes by the Depository for “book-entry” transfer, (ix) the filing fees incident to, and the reasonable and documented fees and disbursements of one counsel to the Underwriters in connection with, the review by FINRA, if required, of the terms of the sale of the Notes, and (x) all other fees, costs and expenses in connection with the performance by the Issuer of its other obligations under this Agreement. Except as provided in this Section 4 and Sections 6, 7 and 8 hereof, the Underwriters shall pay their own expenses, including the fees and disbursements of their counsel and any stamp or transfer taxes in connection with the transfer of the Notes by them.

**SECTION 5. Conditions of the Obligations of the Underwriters.** The obligations of the several Underwriters to purchase and pay for the Notes as provided herein on the Closing Date shall be subject to the accuracy of the representations and warranties on the part of the Issuer set forth in Section 1 hereof as of the date hereof and as of the Closing Date as though then made and to the timely performance by the Issuer of their covenants and other obligations hereunder, and to each of the following additional conditions:

(a) **Accountants’ Comfort Letters.** On the date hereof, the Underwriters shall have received from PricewaterhouseCoopers LLP, the independent registered public accounting firm for the Issuer and its subsidiaries, (i) a “comfort letter” dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives, covering the financial information of the Issuer and its subsidiaries included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus (the “**Issuer Comfort Letter**”) and (ii) a “comfort letter” dated the date hereof addressed to the Underwriters, in form and substance satisfactory to the Representatives, covering the financial information of VMware included or incorporated by reference in the Registration Statement, the General Disclosure Package and the Prospectus (the “**VMware Comfort Letter**”).

(b) **Bring-down Comfort Letters.** On the Closing Date, the Underwriters shall have received from PricewaterhouseCoopers LLP “bring-down comfort letters” dated the Closing Date addressed to the Underwriters, in form and substance satisfactory to the Representatives, in the form of the Issuer Comfort Letter and the VMware Comfort Letter, except that (i) the comfort letters shall cover the financial information included or incorporated by reference in the Final Prospectus and any amendment or supplement thereto and (ii) procedures shall be brought down to a date no more than 3 business days prior to the Closing Date.

(c) **No Material Adverse Change or Ratings Agency Change.** For the period from and after the date of this Agreement and prior to the Closing Date:

(i) in the judgment of the Representatives there shall not have occurred any Material Adverse Change; and

(ii) there shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading or of any review for a possible change that does not indicate the direction of the possible change, in the rating accorded any Notes of the Issuer or any of its subsidiaries by any “nationally recognized statistical rating organization” as such term is defined for the purposes of Section 3(a)(62) of the 1934 Act.



(d) **Opinion of U.S. Counsel for the Issuer.** On the Closing Date the Underwriters shall have received the opinions of Wachtell, Lipton, Rosen & Katz, U.S. counsel for the Issuer, dated as of such Closing Date, substantially in the forms agreed to between U.S. counsel for the Issuer and Simpson Thacher & Bartlett LLP, counsel for the Underwriters, on or prior to the date hereof.

(e) [Reserved].

(f) [Reserved].

(g) [Reserved].

(h) **Opinion of Counsel for the Underwriters.** On the Closing Date the Underwriters shall have received the opinion of Simpson Thacher & Bartlett LLP, counsel for the Underwriters, dated as of such Closing Date, with respect to such matters as may be reasonably requested by the Underwriters.

(i) **Officers' Certificate.** On the Closing Date, the Underwriters shall have received a written certificate executed by the Chief Executive Officer or Chief Financial Officer of the Issuer and an authorized officer of the Issuer reasonably satisfactory to the Representatives, dated as of the Closing Date, to the effect set forth in Section 5(c)(ii) hereof, and further to the effect that:

(i) for the period from and after the date of this Agreement and prior to the Closing Date there has not occurred any Material Adverse Change;

(ii) the representations and warranties of the Issuer set forth in Section 1 hereof are true and correct in all material respects (except for any such representations and warranties that are qualified as to materiality, which representations and warranties shall be true and correct in all respects) as of the Closing Date with the same force and effect as though expressly made on and as of the Closing Date; and

(iii) the Issuer has complied in all material respects with all the agreements hereunder and satisfied in all material respects all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date.

(j) [Reserved].

(k) **Indenture.** The Issuer shall have executed and delivered the Supplemental Indenture, in form and substance reasonably satisfactory to the Underwriters, and the Underwriters shall have received executed copies thereof.

(l) [Reserved].

(m) **Additional Documents.** On or before the Closing Date, the Underwriters and counsel for the Underwriters shall have received such information, documents and opinions as they may reasonably require for the purposes of enabling them to pass upon the issuance and sale of the Notes as contemplated herein, or in order to evidence the accuracy of any of the representations and warranties, or the satisfaction of any of the conditions or agreements, herein contained.

(n) **Effectiveness of Registration Statement.** The Registration Statement was filed by the Issuer with the Commission not earlier than three years prior to the date hereof and became effective upon filing in accordance with Rule 462(e). Each preliminary prospectus, each Issuer Free Writing Prospectus and the Prospectus have been filed as required by Rule 424(b) (without reliance on Rule 424(b)(8)) and Rule 433, as applicable, within the time period prescribed by, and in compliance with, the 1933 Act Regulations. No stop order suspending the effectiveness of the Registration Statement or any post-effective amendment thereto has been issued under the 1933 Act, no notice of objection to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) has been received by the Issuer, no order preventing or suspending the use of any preliminary prospectus or the Prospectus or any amendment or supplement thereto has been issued and no proceedings for any of those purposes have been instituted or are pending or, to the Issuer's knowledge, contemplated. The Issuer has complied with each request (if any) from the Commission for additional information. The Issuer shall have paid the required Commission filing fees relating to the Notes within the time period required by Rule 456(b)(1)(i) of the 1933 Act Regulations without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations and, if applicable, shall have updated the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) in a post-effective amendment to the Registration Statement.

If any condition specified in this Section 5 is not satisfied when and as required to be satisfied, this Agreement may be terminated by the Representatives by notice to the Issuer at any time on or prior to the Closing Date, which termination shall be without liability on the part of any party to any other party, except that Sections 4, 6, 7, 8 and 15 hereof shall at all times be effective and shall survive such termination.

**SECTION 6. Reimbursement of Underwriters' Expenses.** If this Agreement is terminated by the Representatives pursuant to Section 5 or 9 hereof, including if the sale to the Underwriters of the Notes on the Closing Date is not consummated because of any refusal, inability or failure on the part of the Issuer to perform any agreement herein or to comply with any provision hereof other than by reason of a default by any of the Underwriters, the Issuer agrees to reimburse the Underwriters, severally, upon demand for all documented out-of-pocket expenses that shall have been reasonably incurred by the Underwriters in connection with the proposed purchase and the offering and sale of the Notes, including, without limitation, fees and disbursements of counsel, printing expenses, travel expenses, postage, facsimile and telephone charges.

**SECTION 7. Indemnification.**

(a) **Indemnification of the Underwriters.** The Issuer agrees to indemnify and hold harmless each Underwriter, its affiliates, directors, officers and employees, and each person, if any, who controls any Underwriter within the meaning of Section 15 of the 1933 Act and Section 20 of the 1934 Act against any loss, claim, damage, liability or expense, as incurred, to which such Underwriter, affiliate, director, officer, employee or controlling person may become subject, under the 1933 Act, the 1934 Act or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of the Issuer), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B, or the omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein not misleading or arising out of any untrue statement or alleged untrue statement of material fact included in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Company Additional Written Communication, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, and to reimburse each Underwriter and each such affiliate, director, officer, employee or controlling person for any and all expenses (including the reasonable fees and disbursements of one counsel chosen by the Representatives) as such expenses are reasonably incurred by such Underwriter or such affiliate, director, officer, employee or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action; provided, however, that the foregoing indemnity agreement shall not apply to any loss, claim, damage, liability or expense to the extent, but only to the extent, arising out of or based upon any untrue statement or alleged untrue statement or omission or alleged omission made in reliance upon and in conformity with written information furnished to the Issuer by an Underwriter through the Representatives expressly for use in the Registration Statement, in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Company Additional Written Communication. The indemnity agreement set forth in this Section 7(a) shall be in addition to any liabilities that the Issuer may otherwise have.

(b) **Indemnification of the Issuer.** Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Issuer, its affiliates, its directors, each of its officers, and each person, if any, who controls the Issuer within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act, against any loss, claim, damage, liability or expense, as incurred, to which the Issuer or any such director, officer or controlling person may become subject, under the 1933 Act, the 1934 Act, or other federal or state statutory law or regulation, or at common law or otherwise (including in settlement of any litigation, if such settlement is effected with the written consent of such Underwriter), insofar as such loss, claim, damage, liability or expense (or actions in respect thereof as contemplated

below) arises out of or is based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B or in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Company Additional Written Communication, or the omission or alleged omission therefrom of a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Registration Statement (or any amendment thereto), including any information deemed to be a part thereof pursuant to Rule 430B or in any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Company Additional Written Communication, in reliance upon and in conformity with written information furnished to the Issuer by such Underwriter through the Representatives expressly for use therein; and to reimburse the Issuer and each such director, officer or controlling person for any and all expenses (including the reasonable fees and disbursements of one counsel selected by the Issuer) as such expenses are reasonably incurred by the Issuer or such director, officer or controlling person in connection with investigating, defending, settling, compromising or paying any such loss, claim, damage, liability, expense or action. The Issuer hereby acknowledges that the only information that the Underwriters through the Representatives have furnished to the Issuer expressly for use in the Registration Statement, any preliminary prospectus, any Issuer Free Writing Prospectus, the General Disclosure Package, the Prospectus (or any amendment or supplement thereto) or any Company Additional Written Communication are the statements set forth in the Underwriter Information. The indemnity agreement set forth in this Section 7(b) shall be in addition to any liabilities that each Underwriter may otherwise have.

(c) **Notifications and Other Indemnification Procedures.** Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against an indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; provided that the failure to so notify the indemnifying party will not relieve it from any liability which it may have to any indemnified party under this Section 7 except to the extent that it has been prejudiced by such failure and shall not relieve the indemnifying party from any liability that the indemnifying party may have to an indemnified party other than under this Section 7. In case any such action is brought against any indemnified party and such indemnified party seeks or intends to seek indemnity from an indemnifying party, the indemnifying party will be entitled to participate in and, to the extent that it shall elect, jointly with all other indemnifying parties similarly notified, by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof with counsel reasonably satisfactory to such indemnified party; provided, however, if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded upon the advice of counsel

that a conflict may arise between the positions of the indemnifying party and the indemnified party in conducting the defense of any such action or that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select one separate counsel to assume such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of such indemnifying party's election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed separate counsel in accordance with the proviso to the immediately preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel (together with local counsel (in each jurisdiction)), which shall be selected by the Representatives (in the case of counsel representing the Underwriters or their related persons), representing the indemnified parties who are parties to such action) or (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, in each of which cases the fees and expenses of counsel shall be at the expense of the indemnifying party.

(d) **Settlements.** The indemnifying party under this Section 7 shall not be liable for any settlement of any proceeding effected without its written consent, which will not be unreasonably withheld, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party against any loss, claim, damage, liability or expense by reason of such settlement or judgment. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement, compromise or consent to the entry of judgment in any pending or threatened action, suit or proceeding in respect of which any indemnified party is or could have been a party and indemnity was or could have been sought hereunder by such indemnified party, unless such settlement, compromise or consent (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such action, suit or proceeding and (ii) does not include any statements as to or any findings of fault, culpability or failure to act by or on behalf of any indemnified party.

**SECTION 8. Contribution.** If the indemnification provided for in Section 7 hereof is for any reason held to be unavailable to or otherwise insufficient to hold harmless an indemnified party in respect of any losses, claims, damages, liabilities or expenses referred to therein, then each indemnifying party shall contribute to the aggregate amount paid or payable by such indemnified party, as incurred, as a result of any losses, claims, damages, liabilities or expenses referred to therein (i) in such proportion as is appropriate to reflect the relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other hand, from the offering of the Notes pursuant to this Agreement 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 Issuer, on the one hand, and the Underwriters, on the

other hand, in connection with the statements or omissions which resulted in such losses, claims, damages, liabilities or expenses, as well as any other relevant equitable considerations. The relative benefits received by the Issuer, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Notes pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Notes pursuant to this Agreement (after deducting the Underwriters' discounts and commissions but before deducting expenses) received by the Issuer, and the total discounts and commissions received by the Underwriters bear to the aggregate initial offering price of the Notes. The relative fault of the Issuer, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether any such untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Issuer, on the one hand, or the Underwriters, on the other hand, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The amount paid or payable by a party as a result of the losses, claims, damages, liabilities and expenses referred to above shall be deemed to include, subject to the limitations set forth in Section 7 hereof, any reasonable legal or other fees or expenses reasonably incurred by such party in connection with investigating or defending any action or claim. The provisions set forth in Section 7 hereof with respect to notice of commencement of any action shall apply if a claim for contribution is to be made under this Section 8; provided, however, that no additional notice shall be required with respect to any action for which notice has been given under Section 7 hereof for purposes of indemnification.

The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 8 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation which does not take account of the equitable considerations referred to in this Section 8.

Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the discount received by such Underwriter in connection with the Notes purchased by it and distributed by it to the public. No person guilty of fraudulent misrepresentation (within the meaning of Section 11 of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The Underwriters' obligations to contribute pursuant to this Section 8 are several, and not joint, in proportion to their respective commitments as set forth opposite their names in Schedule A. For purposes of this Section 8, each director, officer and employee of an Underwriter and each person, if any, who controls an Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as such Underwriter, and each director and officer of the Issuer, and each person, if any, who controls the Issuer within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act shall have the same rights to contribution as the Issuer.

**SECTION 9. Termination of this Agreement.** Prior to the Closing Date, this Agreement may be terminated by the Representatives by notice given to the Issuer if at any time: (i) (A) trading or quotation in any of the Issuer's securities shall have been suspended or limited by the Commission or by the Nasdaq Global Select Market, or (B) trading in securities generally on either the Nasdaq Global Select Market or the New York Stock Exchange shall have been suspended or

limited, or minimum or maximum prices shall have been generally established on any of such quotation system or stock exchange by the Commission or FINRA; (ii) a general banking moratorium shall have been declared by any of U.S. federal or New York authorities; (iii) there shall have occurred any outbreak or escalation of national or international hostilities or any crisis or calamity involving the United States, or any change in the United States or international financial markets, or any substantial change or development involving a prospective substantial change in United States' or international political, financial or economic conditions, as in the judgment of the Representatives is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Notes in the manner and on the terms described in the General Disclosure Package or to enforce contracts for the sale of securities; (iv) in the judgment of the Representatives there shall have occurred any Material Adverse Change; or (v) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services.

**SECTION 10. Representations and Indemnities to Survive Delivery.** The respective indemnities, agreements, representations, warranties and other statements of the Issuer, its officers and the Underwriters set forth in or made pursuant to this Agreement (i) will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter, the Issuer, or any of their partners, officers or directors or any controlling person, as the case may be and (ii) will survive delivery of and payment for the Notes sold hereunder and any termination of this Agreement.

**SECTION 11. Notices.** All notices and communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted by any standard form of telecommunication or electronic transmission to the parties hereto as follows:

If to the Underwriters:

c/o Wells Fargo Securities, LLC  
550 South Tryon Street, 5th Floor  
Charlotte, North Carolina 28202  
Attention: Transaction Management  
Email: [tmcapitalmarkets@wellsfargo.com](mailto:tmcapitalmarkets@wellsfargo.com)

c/o Citigroup Global Markets Inc.  
388 Greenwich Street  
New York, New York 10013  
Attention: General Counsel

c/o PNC Capital Markets LLC  
300 Fifth Avenue, 10th Floor  
Pittsburgh, Pennsylvania 15222  
Facsimile: 412-762-2760  
Attention Debt Capital Markets, Fixed Income Transaction Execution

c/o Scotia Capital (USA) Inc.  
250 Vesey Street  
New York, New York 10281  
Attention: Debt Capital Markets  
Email: US.Legal@scotiabank.com; TAG@scotiabank.com

with a copy to:

Simpson Thacher & Bartlett LLP  
2475 Hanover Street  
Palo Alto, California 94304  
Facsimile: 650-251-5002  
Attention: Dan Webb

If to the Issuer:

c/o Broadcom Inc.  
3421 Hillview Avenue  
Palo Alto, California 94304  
Attention: Kirsten Spears  
and  
Attention: Mark Brazeal

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

Wachtell, Lipton, Rosen & Katz  
51 West 52<sup>nd</sup> Street  
New York, New York 10019  
Facsimile: 212-403-2000  
Attention: David C. Karp, Ronald C. Chen and Viktor Sapezhnikov

Any party hereto may change the address or facsimile number for receipt of communications by giving written notice to the others.

SECTION 12. **Successors.** This Agreement will inure to the benefit of and be binding upon the parties hereto, and to the benefit of the indemnified parties referred to in Sections 7 and 8 hereof, and in each case their respective successors, and no other person will have any right or obligation hereunder. The term "successors" shall not include any purchaser of the Notes as such from any of the Underwriters merely by reason of such purchase.

SECTION 13. **Authority of the Representatives.** Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

SECTION 14. **Partial Unenforceability.** The invalidity or unenforceability of any section, paragraph or provision of this Agreement shall not affect the validity or enforceability of any other section, paragraph or provision hereof. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, there shall be deemed to be made such minor changes (and only such minor changes) as are necessary to make it valid and enforceable.



**SECTION 15. Governing Law Provisions.** THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK.

(a) **Consent to Jurisdiction.** Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby (“**Related Proceedings**”) may be instituted in the federal courts of the United States of America or the courts of the State of New York, in each case located in the City and County of New York (collectively, the “**Specified Courts**”), and each party irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, a “**Related Judgment**,” as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party’s address set forth above shall be effective service of process for any Related Proceeding brought in any Specified Court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any Related Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum.

**SECTION 16. Waiver of Jury Trial.** Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

**SECTION 17. Default of One or More of the Several Underwriters.** If any one or more of the several Underwriters shall fail or refuse to purchase Notes that it or they have agreed to purchase hereunder on the Closing Date, and the aggregate principal amount of Notes which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase does not exceed 10% of the aggregate principal amount of the Notes to be purchased on such date, the other Underwriters shall be obligated, severally, in the proportions that the principal amount of Notes set forth opposite their respective names on Schedule A bears to the aggregate principal amount of Notes set forth opposite the names of all such non-defaulting Underwriters, or in such other proportions as may be specified by the Underwriters with the consent of the non-defaulting Underwriters, to purchase the Notes which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on the Closing Date. If any one or more of the Underwriters shall fail or refuse to purchase Notes and the aggregate principal amount of Notes with respect to which such default occurs equals or exceeds 10% of the aggregate principal amount of Notes to be purchased on the Closing Date, and arrangements satisfactory to the Underwriters and the Issuer for the purchase of such Notes are not made within 48 hours after such default, this Agreement shall terminate without liability of any party to any other party except that the provisions of Sections 4, 6, 7, 8 and 15 hereof shall at all times be effective and shall survive such termination. In any such case the Underwriters, the Issuer shall have the right to postpone the Closing Date, as the case may be, but in no event for longer than seven days in order that the required changes, if any, to the Prospectus or any other documents or arrangements may be effected.

As used in this Agreement, the term “**Underwriter**” shall be deemed to include any person substituted for a defaulting Underwriter under this Section 17. Any action taken under this Section 17 shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

**SECTION 18. No Advisory or Fiduciary Responsibility.** The Issuer acknowledges and agrees that: (i) the purchase and sale of the Notes pursuant to this Agreement, including the determination of the offering price of the Notes and any related discounts and commissions, is an arm’s-length commercial transaction between the Issuer, on the one hand, and the several Underwriters, on the other hand, and the Issuer is capable of evaluating and understanding and understands and accepts the terms, risks and conditions of the transactions contemplated by this Agreement; (ii) in connection with each transaction contemplated hereby and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Issuer or its affiliates, stockholders, creditors or employees or any other party; (iii) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Issuer with respect to any of the transactions contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement; (iv) the several Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuer, and the several Underwriters have no obligation to disclose any of such interests by virtue of any fiduciary or advisory relationship; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby, and the Issuer has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Issuer and the several Underwriters, or any of them, with respect to the subject matter hereof. The Issuer hereby waives and releases, to the fullest extent permitted by law, any claims that the Issuer may have against the several Underwriters with respect to any breach or alleged breach of fiduciary duty.

**SECTION 19. Recognition of the U.S. Special Resolution Regimes.** In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States. In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime, Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this provision, (a) the term “**BHC Act Affiliate**” has the meaning assigned to the term “affiliate” in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k); (b) the

term “**Covered Entity**” means any of the following: (i) a “covered entity” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b); (ii) a “covered bank” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or (iii) a “covered FSI” as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b); (c) the term “**Default Right**” has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable; and (d) the term “**U.S. Special Resolution Regime**” means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

**SECTION 20. Compliance with USA PATRIOT Act.** In accordance with the requirements of the USA PATRIOT Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Issuer, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

**SECTION 21. General Provisions.** This Agreement constitutes the entire agreement of the parties to this Agreement and supersedes all prior written or oral and all contemporaneous oral agreements, understandings and negotiations with respect to the subject matter hereof. This Agreement may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart thereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Agreement or any document to be signed in connection with this Agreement shall be deemed to include electronic signatures, deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, and the parties hereto consent to conduct the transactions contemplated hereunder by electronic means. This Agreement may not be amended or modified unless in writing by all of the parties hereto, and no condition herein (express or implied) may be waived unless waived in writing by each party whom the condition is meant to benefit. The section headings herein are for the convenience of the parties only and shall not affect the construction or interpretation of this Agreement.

If the foregoing is in accordance with your understanding of our agreement, kindly sign and return to the Issuer the enclosed copies hereof, whereupon this instrument, along with all counterparts hereof, shall become a binding agreement in accordance with its terms.

Very truly yours,

BROADCOM INC.  
as Issuer

By: /s/ Kirsten M. Spears  
Name: Kirsten M. Spears  
Title: Chief Financial Officer

[Signature Page to Underwriting Agreement]

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

Wells Fargo Securities, LLC  
Citigroup Global Markets Inc.  
PNC Capital Markets LLC  
Scotia Capital (USA) Inc.

Acting on behalf of themselves  
and as the Representatives of  
the several Underwriters

By: Wells Fargo Securities, LLC

By: /s/ Carolyn Hurley  
Authorized Signatory

By: Citigroup Global Markets Inc.

By: /s/ Adam D. Bordner  
Authorized Signatory

By: PNC Capital Markets LLC

By: /s/ Valerie Shadeck  
Authorized Signatory

By: Scotia Capital (USA) Inc.

By: /s/ Michael Ravanese  
Authorized Signatory

[Signature Page to Underwriting Agreement]

**SCHEDULE A**

Underwriters	Aggregate Principal Amount of 2028 Notes to be Purchased	Aggregate Principal Amount of 2030 Notes to be Purchased	Aggregate Principal Amount of 2032 Notes to be Purchased
Wells Fargo Securities, LLC	\$ 97,488,000	\$ 70,900,000	\$ 97,488,000
Citigroup Global Markets Inc.	97,488,000	70,900,000	97,488,000
PNC Capital Markets LLC	41,800,000	30,400,000	41,800,000
Scotia Capital (USA) Inc.	52,800,000	38,400,000	52,800,000
Barclays Capital Inc.	97,488,000	70,900,000	97,487,000
BNP Paribas Securities Corp.	97,488,000	70,900,000	97,487,000
BofA Securities, Inc.	97,487,000	70,900,000	97,487,000
HSBC Securities (USA) Inc.	97,487,000	70,900,000	97,487,000
J.P. Morgan Securities LLC	97,487,000	70,900,000	97,488,000
TD Securities (USA) LLC	97,487,000	70,900,000	97,488,000
Commerz Markets LLC	25,300,000	18,400,000	25,300,000
Mizuho Securities USA LLC	25,300,000	18,400,000	25,300,000
MUFG Securities Americas Inc.	25,300,000	18,400,000	25,300,000
RBC Capital Markets, LLC	25,300,000	18,400,000	25,300,000
SMBC Nikko Securities America, Inc.	25,300,000	18,400,000	25,300,000
Truist Securities, Inc.	25,300,000	18,400,000	25,300,000
BBVA Securities Inc.	18,700,000	13,600,000	18,700,000
Santander US Capital Markets LLC	18,700,000	13,600,000	18,700,000
CIBC World Markets Corp.	12,100,000	8,800,000	12,100,000
Deutsche Bank Securities Inc.	12,100,000	8,800,000	12,100,000
ING Financial Markets LLC	12,100,000	8,800,000	12,100,000
<b>Total</b>	<b>\$1,100,000,000</b>	<b>\$800,000,000</b>	<b>\$1,100,000,000</b>

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**SCHEDULE B**

Issuer Free Writing Prospectuses

1. Final Term Sheet for the Notes

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**SCHEDULE C**

Form of Final Term Sheet



**PRICING TERM SHEET  
DATED JANUARY 6, 2025**

**\$1,100,000,000 4.800% SENIOR NOTES DUE 2028  
\$800,000,000 5.050% SENIOR NOTES DUE 2030  
\$1,100,000,000 5.200% SENIOR NOTES DUE 2032**

The information in this pricing term sheet supplements Broadcom Inc.'s ("Broadcom") preliminary prospectus supplement, dated January 6, 2025 (the "Preliminary Prospectus Supplement"), and supplements and supersedes the information in the Preliminary Prospectus Supplement to the extent supplementary to or inconsistent with the information in the Preliminary Prospectus Supplement. Terms used herein but not defined herein shall have the respective meanings as set forth in the Preliminary Prospectus Supplement.

**Issuer:** Broadcom Inc. (Nasdaq: AVGO)

**Securities Offered:** \$1,100,000,000 aggregate principal amount of 4.800% Senior Notes due 2028 (the "2028 Notes")  
\$800,000,000 aggregate principal amount of 5.050% Senior Notes due 2030 (the "2030 Notes")  
\$1,100,000,000 aggregate principal amount of 5.200% Senior Notes due 2032 (the "2032 Notes" and, together with the 2028 Notes and the 2030 Notes, the "Notes")

**Pricing Date:** January 6, 2025

**Closing Date:** January 10, 2025 (T+4)

**Denominations:** \$2,000 and integral multiples of \$1,000 in excess thereof

**Use of Proceeds:** Broadcom estimates that the net proceeds from this offering, after deducting the underwriting discounts, will be approximately \$2,985,792,000. Broadcom intends to use the net proceeds from the sale of the Notes to prepay a portion of the term A-3 loans under its term loan credit agreement and for general corporate purposes.

**Ratings:\*** Baa1 (Stable) (Moody's Investors Service, Inc.)  
BBB (Positive) (Fitch Ratings Inc.)  
BBB (Stable) (S&P Global Ratings)

**Maturity Date:** 2028 Notes: April 15, 2028  
2030 Notes: April 15, 2030  
2032 Notes: April 15, 2032

**Interest Rate:** 2028 Notes: 4.800% per year on the principal amount of the 2028 Notes  
2030 Notes: 5.050% per year on the principal amount of the 2030 Notes  
2032 Notes: 5.200% per year on the principal amount of the 2032 Notes

<b>Interest Payment Dates:</b>	April 15 and October 15, beginning April 15, 2025 and accruing from January 10, 2025, in respect of the 2028 Notes
	April 15 and October 15, beginning April 15, 2025 and accruing from January 10, 2025, in respect of the 2030 Notes
	April 15 and October 15, beginning April 15, 2025 and accruing from January 10, 2025, in respect of the 2032 Notes
<b>Record Dates:</b>	April 1 and October 1, in respect of the 2028 Notes
	April 1 and October 1, in respect of the 2030 Notes
	April 1 and October 1, in respect of the 2032 Notes
<b>Price to Public:</b>	2028 Notes: 99.867% of the principal amount
	2030 Notes: 99.999% of the principal amount
	2032 Notes: 99.883% of the principal amount
<b>Benchmark Treasury:</b>	2028 Notes: UST 4.000% due December 15, 2027
	2030 Notes: UST 4.375% due December 31, 2029
	2032 Notes: UST 4.500% due December 31, 2031
<b>Benchmark Treasury Price / Yield:</b>	2028 Notes: 99-04 ¼ / 4.317%
	2030 Notes: 99-25 ¼ / 4.422%
	2032 Notes: 99-28 / 4.521%
<b>Spread to Benchmark Treasury:</b>	2028 Notes: +53 basis points
	2030 Notes: +63 basis points
	2032 Notes: +70 basis points
<b>Yield to Maturity:</b>	2028 Notes: 4.847%
	2030 Notes: 5.052%
	2032 Notes: 5.221%
<b>CUSIP Number:</b>	2028 Notes: 11135F CE9
	2030 Notes: 11135F CF6
	2032 Notes: 11135F CG4
<b>ISIN Number:</b>	2028 Notes: US11135FCE97
	2030 Notes: US11135FCF62
	2032 Notes: US11135FCG46

**Redemption at Broadcom's Option:**

Prior to March 15, 2028 (one month prior to their maturity date) (the "2028 Par Call Date"), in the case of the 2028 Notes, prior to March 15, 2030 (one month prior to their maturity date) (the "2030 Par Call Date"), in the case of the 2030 Notes, and prior to February 15, 2032 (two months prior to their maturity date) (the "2032 Par Call Date" and each of the 2028 Par Call Date, the 2030 Par Call Date and the 2032 Par Call Date, a "Par Call Date"), in the case of the 2032 Notes, Broadcom may redeem the Notes of the applicable series at its option, in whole or in part, at any time and from time to time, at a redemption price calculated by Broadcom (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(1) (a) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the redemption date (assuming the Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the treasury rate plus 10 basis points (in the case of the 2028 Notes), 10 basis points (in the case of the 2030 Notes) or 15 basis points (in the case of the 2032 Notes) less (b) interest accrued to the date of redemption, and

(2) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest, if any, thereon to, but excluding, the redemption date.

On or after the applicable Par Call Date, Broadcom may redeem the Notes of each applicable series at its option, in whole or in part, at any time and from time to time, at a redemption price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest, if any, thereon to, but excluding, the applicable redemption date.

**Joint Book-Running Managers:**

Wells Fargo Securities, LLC  
Citigroup Global Markets Inc.  
PNC Capital Markets LLC  
Scotia Capital (USA) Inc.  
Barclays Capital Inc.  
BNP Paribas Securities Corp.  
BofA Securities, Inc.  
HSBC Securities (USA) Inc.  
J.P. Morgan Securities LLC  
TD Securities (USA) LLC

**Co-Managers:**

Commerz Markets LLC  
Mizuho Securities USA LLC  
MUFG Securities Americas Inc.  
RBC Capital Markets, LLC  
SMBC Nikko Securities America, Inc.  
Truist Securities, Inc.  
BBVA Securities Inc.  
Santander US Capital Markets LLC  
CIBC World Markets Corp.  
Deutsche Bank Securities Inc.  
ING Financial Markets LLC

\* **Note: A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.**

**It is expected that delivery of the Notes will be made to investors on or about January 10, 2025, which will be the fourth business day following the date of this pricing term sheet (such settlement being referred to as “T+4”). Under Rule 15c6-1 under the Securities Exchange Act of 1934, as amended, trades in the secondary market are required to settle in one business day, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the Notes prior to closing may be required, by virtue of the fact that the Notes initially will settle in T+4, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement and should consult their own advisors.**

**The issuer has filed a registration statement (including a prospectus) and a prospectus supplement with the U.S. Securities and Exchange Commission (the “SEC”) for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the prospectus supplement and other documents the issuer has filed with the SEC for more complete information about the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC website at [www.sec.gov](http://www.sec.gov). Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and prospectus supplement if you request it by calling Wells Fargo Securities, LLC at 1-800-645-3751, Citigroup Global Markets Inc. at 1-800-831-9146, PNC Capital Markets LLC at 1-855-881-0697 or Scotia Capital (USA) Inc. at 1-800-372-3930.**

**Any disclaimer or other notice that may appear below is not applicable to this communication and should be disregarded. Such disclaimer or notice was automatically generated as a result of this communication being sent by Bloomberg or another email system.**

**BROADCOM INC.**

**and**

**WILMINGTON TRUST, NATIONAL ASSOCIATION,  
as Trustee**

**SUPPLEMENTAL INDENTURE NO. 3**

**Dated as of January 10, 2025**

**to**

**INDENTURE**

**Dated as of July 12, 2024**

**Relating to**

**4.800% Senior Notes due 2028  
5.050% Senior Notes due 2030  
5.200% Senior Notes due 2032**

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**SUPPLEMENTAL INDENTURE NO. 3**

**SUPPLEMENTAL INDENTURE NO. 3**, dated as of January 10, 2025 (this “Third Supplemental Indenture”), between Broadcom Inc. (the “Company”), a Delaware corporation, and Wilmington Trust, National Association, as trustee (the “Trustee”), to the Base Indenture (as defined below).

**RECITALS**

**WHEREAS**, the Company has heretofore executed and delivered to the Trustee an indenture, dated as of July 12, 2024 (the “Base Indenture” and, together with this Third Supplemental Indenture, the “Indenture”), providing for the issuance from time to time of its notes and other evidences of debt securities, to be issued in one or more series as therein provided;

**WHEREAS**, pursuant to the terms of the Base Indenture, on the date hereof, the Company desires to provide for the establishment of three new series of notes to be known as its 4.800% Senior Notes due 2028 (the “2028 Notes”), 5.050% Senior Notes due 2030 (the “2030 Notes”) and 5.200% Senior Notes due 2032 (the “2032 Notes” and together with the 2028 Notes and the 2030 Notes, the “Notes”), the form and substance of such notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and herein;

**WHEREAS**, the conditions set forth in the Base Indenture for the execution and delivery of this Third Supplemental Indenture have been met; and

**WHEREAS**, the Company has requested and hereby requests that the Trustee join with it in the execution and delivery of this Third Supplemental Indenture, and all acts and requirements necessary to make this Third Supplemental Indenture a legal, valid and binding agreement of the parties, in accordance with its terms, and a valid supplement to, the Base Indenture with respect to the Notes have been done and performed.

**WITNESSETH:**

**NOW, THEREFORE**, for and in consideration of the premises contained herein, each party agrees for the benefit of each other party and for the equal and ratable benefit of the Holders of the Notes, as follows:

**Article One**

**Definitions and Other Provisions of General Application**

Section 1.01 References. Capitalized terms used but not defined in this Third Supplemental Indenture shall have the meanings ascribed to them in the Base Indenture. References in this Third Supplemental Indenture to article and section numbers shall be deemed to be references to article and section numbers of this Third Supplemental Indenture unless otherwise specified.



Section 1.02 Definitions. For purposes of this Third Supplemental Indenture, the following terms have the meanings ascribed to them as follows:

“2028 Notes” has the meaning provided in the Recitals.

“2030 Notes” has the meaning provided in the Recitals.

“2032 Notes” has the meaning provided in the Recitals.

“Additional Notes” means any additional Notes that may be issued from time to time pursuant to Section 301 of the Base Indenture.

“Applicable Procedures” means, with respect to any payment, tender, redemption, transfer, or exchange of or for beneficial interests in any Global Note, the rules and procedures of the Depository that apply to such payment, tender, redemption, transfer or exchange.

“Base Indenture” has the meaning provided in the Recitals.

“Capital Stock” means:

- (1) in the case of a corporation, corporate stock;
- (2) in the case of an association or business entity, any and all shares, interests, participations, rights or other equivalents (however designated and whether or not voting) of corporate stock, including each class of common stock and preferred stock of such Person; and
- (3) in the case of a partnership or limited liability company, partnership or membership interests (whether general or limited).

“Change of Control” means the occurrence of any of the following:

- (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the Company’s assets and the assets of its Subsidiaries, taken as a whole, to any “person” (as that term is defined in Section 13(d)(3) of the Exchange Act) (other than to the Company or one of its Subsidiaries); or
- (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any “person” or “group” of related persons (as such terms are defined in Section 13(d)(3) of the Exchange Act) other than (a) the Company or one of its Subsidiaries or (b) any employee benefit plan of such person or its Subsidiaries, and any person or entity acting in its capacity as trustee, agent or other fiduciary or administrator of any such plan becomes the “beneficial owner” (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the Company’s Voting Stock or other Voting Stock into which the Company’s Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than

number of shares; provided, however that a person shall not be deemed to be a beneficial owner of, or to own beneficially, (A) any securities tendered pursuant to a tender or exchange offer made by or on behalf of such person or any of such person's affiliates until such tendered securities are accepted for purchase or exchange thereunder, or (B) any securities if such beneficial ownership (i) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made pursuant to the applicable rules and regulations under the Exchange Act, and (ii) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (A) the Company becomes a direct or indirect wholly-owned Subsidiary of another Person and (B) either (i) the shares of the Company's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the Voting Stock of such Person immediately after giving effect to such transaction; or (ii) immediately following such transaction no Person (other than a Person satisfying the requirements of this sentence) is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such Person.

"Change of Control Offer" has the meaning specified in Section 3.02(a).

"Change of Control Payment" has the meaning specified in Section 3.02(a).

"Change of Control Payment Date" has the meaning specified in Section 3.02(a).

"Change of Control Triggering Event" means the occurrence of both a Change of Control and a Rating Event.

"Company" has the meaning provided in the Preamble.

"Consolidated Total Assets" means, as of the time of determination, total assets as reflected on the Company's most recent consolidated balance sheet prepared as of the end of a fiscal quarter in accordance with GAAP which the Company shall have most recently filed with the Commission (or, if the Company is not required to so file or if such amount is not reflected in such financial statements, as reflected on the Company's most recent consolidated balance sheet prepared in accordance with GAAP) prior to the time at which Consolidated Total Assets is being determined (the last day of such fiscal quarter, the "Calculation Reference Date"). The calculation of Consolidated Total Assets shall give pro forma effect to any acquisition by or disposition of assets of the Company or any of its Subsidiaries involving the payment or receipt by the Company or any of its Subsidiaries, as applicable, of consideration (whether in the form of cash or non-cash consideration) in excess of \$1 billion that has occurred since the Calculation Reference Date, as if such acquisition or disposition had occurred on the Calculation Reference Date.

"Custodian" means the Trustee, as custodian with respect to the Global Notes, or any successor entity thereto.

“Definitive Note” means a certificated Note issued pursuant to the Indenture that does not include the Global Notes legend.

“Depository” means The Depository Trust Company, its nominees and their respective successors and assigns, or such other depository institution hereinafter appointed by the Company.

“Domestic Subsidiary” means any of the Company’s Subsidiaries of which, at the time of determination, all of the outstanding capital stock (other than directors’ qualifying shares) is owned by the Company directly and/or indirectly and which, at the time of determination, is primarily engaged in designing, developing or supplying semiconductor or infrastructure software solutions, other than a Subsidiary that (a) neither transacts any substantial portion of its business nor regularly maintains any substantial portion of its fixed assets within the United States, (b) all or substantially all of whose assets consist of the capital stock of one or more Subsidiaries which are not Domestic Subsidiaries, (c) a majority of whose Voting Stock is owned directly or indirectly by one or more of the Company’s Subsidiaries which are not Domestic Subsidiaries or (d) does not own a Principal Property.

“Fitch” means Fitch Ratings Ltd. and its successors.

“GAAP” means, as of any date, accounting principles generally accepted in the United States of America set forth in the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or in such other statements by such other entity as have been approved by a significant segment of the accounting profession, which are in effect as of July 12, 2024 (or, at the Company’s option, which are in effect as of such date).

“Global Note” means one or more Notes that are Global Securities.

“Indenture” has the meaning provided in the Recitals.

“Interest Payment Date” has the meaning provided in Section 2.06.

“Investment Grade” means a rating of Baa3 or better by Moody’s (or its equivalent under any successor rating category of Moody’s) or a rating of BBB- or better by S&P (or its equivalent under any successor rating category of S&P) or Fitch (or its equivalent under any successor rating category of Fitch), or, if applicable, the equivalent investment grade credit rating from any Substitute Rating Agency.

“Moody’s” means Moody’s Investors Service, Inc., a Subsidiary of Moody’s Corporation, and its successors.

“Notes” has the meaning provided in the Recitals. For the avoidance of doubt, “Notes” shall include any Additional Notes issued pursuant to Section 301 of the Base Indenture, unless the context provides otherwise.

“Par Call Date” means (i) March 15, 2028, in the case of the 2028 Notes, (ii) March 15, 2030, in the case of the 2030 Notes and (iii) February 15, 2032, in the case of the 2032 Notes.

“Principal Property” means the land, improvements, buildings, fixtures and/or equipment (including any leasehold interest therein) located in the United States of America (other than its territories or possessions) constituting any manufacturing, assembly or test plant, distribution center, research facility, design facility, administrative facility, or sales and marketing facility (in each case, whether now owned or hereafter acquired) which is owned or leased by the Company or any of its Domestic Subsidiaries, unless (x) such plant, center or facility has a net book value of less than 2% of the Company’s Consolidated Total Assets as of the determination date or (y) the Board of Directors has determined in good faith that such office, plant, center or facility is not of material importance to the total business conducted by the Company and its Subsidiaries, taken as a whole. Notwithstanding the foregoing, the land, improvements, buildings, fixtures and/or equipment (including any leasehold interest therein) constituting (i) the Company’s principal corporate offices or the Company’s primary campuses (whether owned or leased by the Company or a wholly-owned Subsidiary of the Company) and (ii) the office campus located in Irvine, California, in each case shall not constitute Principal Property.

“Rating Agency” means each of Moody’s, S&P and Fitch, and if any of Moody’s, S&P or Fitch ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Company’s control, a Substitute Rating Agency in lieu thereof.

“Rating Event” means the rating on the Notes of the applicable series is lowered by at least two Rating Agencies and the Notes of such series are rated below an Investment Grade rating by such Rating Agencies, in each case on any day during the period (which period shall be extended so long as the rating of the Notes of such series is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing upon the first public notice of the occurrence of a Change of Control or the Company’s intention to effect a Change of Control and ending 60 days following the consummation of the Change of Control; provided, however, that a rating event otherwise arising by virtue of a particular reduction in rating will be deemed not to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Rating Event for purposes of the definition of Change of Control Triggering Event) unless each of the Rating Agencies making the reduction in rating to which this definition would otherwise apply announces or publicly confirms that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control has occurred at the time of the Rating Event). The Trustee shall have no obligation or duty to monitor the ratings of the Notes or determine or verify the determination of whether a Rating Event has occurred.

“S&P” means S&P Global Ratings, a division of S&P Global Inc., and its successors.

“Secured Debt” means indebtedness for borrowed money that is secured by a Security Interest in any Principal Property.

“Security Interests” means mortgages, pledges, liens, security interests or other encumbrances.

“Substitute Rating Agency” means a “nationally recognized statistical rating organization” within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Company (as certified by a Board Resolution) as a replacement agency for Moody’s, S&P or Fitch, or any of them, as the case may be.

“Third Supplemental Indenture” has the meaning provided in the Preamble.

“Treasury Rate” means, with respect to any Redemption Date pursuant to Section 3.01, the yield determined by the Company in accordance with the following two clauses:

(a) The Treasury Rate applicable to a series of Notes shall be determined by the Company after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding such Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as “Selected Interest Rates (Daily)—H.15” (or any successor designation or publication) (“H.15”) under the caption “U.S. government securities—Treasury constant maturities—Nominal” (or any successor caption or heading) (“H.15 TCM”). In determining the applicable Treasury Rate, the Company shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the applicable Par Call Date (the “Remaining Life”); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields—one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life—and shall interpolate to the applicable Par Call Date, on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this clause (a), the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from such Redemption Date.

(b) If on the third Business Day preceding such Redemption Date H.15 TCM or any successor designation or publication is no longer published, the Company shall calculate the applicable Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such redemption date of the United States Treasury security maturing on, or with a maturity that is closest to, the applicable Par Call Date, as applicable. If there is no United States Treasury security maturing on the applicable Par Call Date, but there are two or more United States Treasury securities with a maturity date equally distant from the applicable Par Call Date, one with a maturity date preceding the applicable Par Call Date, and one with a maturity date following the applicable Par Call Date, the Company shall select the United States Treasury security with a maturity date preceding the applicable Par Call Date. If there are two or more United States Treasury securities maturing on the applicable Par Call Date, or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Company shall select from among these two or more United States

Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this clause (b), the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

“Trustee” has the meaning provided in the Preamble.

“Voting Stock” of any specified Person as of any date means the Capital Stock of such Person that is at the time entitled to vote generally in the election of the board of directors or managers of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such person).

## Article Two

### General Terms and Conditions of the Notes

#### Section 2.01 Designation and Principal Amount.

(a) There are hereby authorized and designated three series of Notes: the 2028 Notes, the 2030 Notes and the 2032 Notes. The Notes may be authenticated and delivered under the Indenture in an unlimited aggregate principal amount. The Notes issued on the date hereof pursuant to the terms of the Indenture shall be in an aggregate principal amount of \$1,100,000,000 2028 Notes, \$800,000,000 2030 Notes and \$1,100,000,000 2032 Notes. The amount shall be set forth in the written order of the Company for the authentication and delivery of the Notes pursuant to Section 303 of the Base Indenture. The Notes are unsecured and shall rank equally with the Company’s other unsecured and unsubordinated indebtedness.

Section 2.02 Maturity. Unless an earlier redemption has occurred, the principal amount of the Notes shall mature and be due and payable on April 15, 2028 (in the case of the 2028 Notes), April 15, 2030 (in the case of the 2030 Notes) and April 15, 2032 (in the case of the 2032 Notes). Such maturity dates for the applicable series of Notes are the “Stated Maturity” for such series of Notes.

#### Section 2.03 Form and Payment.

(a) The Notes shall be issued initially in the form of one or more Global Notes in fully registered, book-entry form, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

(b) The Notes (other than, with respect to any Additional Notes, changes relating to the issue date, the public offering price, the payment of interest accruing prior to the issue date or the first Interest Payment Date of such Additional Notes) and the Trustee’s Certificate of Authentication to be endorsed thereon are to be substantially in the form of Exhibit A, which form is hereby incorporated in and made a part of this Third Supplemental Indenture.

(c) The terms and provisions contained in the Notes shall constitute, and are hereby expressly made, a part of this Third Supplemental Indenture, and the Company and the Trustee, by their execution and delivery of this Third Supplemental Indenture, expressly agree to such terms and provisions and to be bound thereby. Payments of principal, premium, if any, and/or interest, if any, on the Global Notes shall be made to the Depositary.

(d) Each Global Note shall represent such of the Outstanding Notes as shall be specified in the "Schedule of Exchanges of Notes" attached thereto and shall provide that it shall represent the aggregate principal amount of 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 to reflect redemptions, repurchases, transfers or exchanges permitted hereby. Any endorsement of the Global Note to reflect the amount of any increase or decrease in the aggregate principal amount of Outstanding Notes represented thereby shall be made by the Trustee or the Custodian, at the direction of the Trustee, in accordance with instructions given by the Holder of such Notes in accordance with the Indenture.

#### Section 2.04 Depositary.

(a) A Global Note deposited with the Depositary or with the Custodian may be transferred to the beneficial owners thereof in the form of Definitive Notes in an aggregate principal amount equal to the principal amount of such Global Note, in exchange for such Global Note, only if such transfer complies with Section 2.05 below and (i) the Depositary (A) has notified the Company that it is unwilling or unable to continue as Depositary for such Global Note, (B) defaults in the performance of its duties as Depositary, or (C) has ceased to be a clearing agency registered under the Exchange Act at a time when the Depositary is required to be so registered to act as depositary, in each case, unless the Company has approved a successor Depositary within 90 days after receipt of such notice or after it has become aware of such default or cessation or (ii) the Company in its sole discretion determines, subject to the procedures of the Depositary, that such Global Note will be so exchangeable or transferable.

(b) Any Global Note that is transferable to the beneficial owners thereof pursuant to this Section 2.04 shall be surrendered by the Depositary to the Trustee, to be so transferred, in whole or from time to time in part, without charge, and the Trustee shall authenticate and deliver, upon such transfer of each portion of such Global Note, an equal aggregate principal amount of Definitive Notes of authorized denominations. Any portion of a Global Note transferred pursuant to this Section 2.04 shall be executed, authenticated and delivered only in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof and registered in such names as the Depositary shall direct.

(c) At such time as all beneficial interests in a Global Note have either been exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, such Global Note shall be returned by the Depositary to the Trustee for cancellation or retained and canceled by the Trustee. At any time prior to such cancellation, if any beneficial interest in a Global Note is exchanged for Definitive Notes, transferred in exchange for an interest in another Global Note, redeemed, repurchased or canceled, the principal amount of Notes represented by such Global Note shall be appropriately reduced or increased, and an adjustment shall be made on the books and records of the Trustee (if it is then the Custodian for such Global Note) with respect to such Global Note, by the Trustee or the Custodian, to reflect such reduction or increase.

Section 2.05 Transfer and Exchange.

(a) Transfer and Exchange of Definitive Notes for Definitive Notes. When Definitive Notes are presented to the Security Registrar with a written request:

- (i) to register the transfer of such Definitive Notes; or
- (ii) to exchange such Definitive Notes for an equal principal amount of Definitive Notes of other authorized denominations,

the Security Registrar shall register the transfer or make the exchange as requested if its reasonable requirements for such transaction are met; provided, however, that the Definitive Notes surrendered for transfer or exchange shall be duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Company and the Security Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing.

(b) Restrictions on Transfer of a Definitive Note for a Beneficial Interest in a Global Note. A Definitive Note may not be exchanged for a beneficial interest in a Global Note except upon satisfaction of the requirements set forth below. Upon receipt by the Trustee of a Definitive Note, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Security Registrar, together with:

- (i) a certification from the transferor in the form provided on the reverse side of the Form of Note attached as Exhibit A to this Third Supplemental Indenture for exchange or registration of transfers and, as applicable, delivery of such legal opinions, certifications and other information as may be requested pursuant thereto; and
- (ii) written instructions directing the Trustee to make, or to direct the Custodian to make, an adjustment on its books and records with respect to such Global Note to reflect an increase in the aggregate principal amount of the Notes represented by the Global Note, such instructions to contain information regarding the Depository account to be credited with such increase,

the Trustee shall cancel such Definitive Note and cause, or direct the Custodian to cause, in accordance with the standing instructions and procedures existing between the Depository and the Custodian, the aggregate principal amount of Notes represented by the Global Note to be increased by the aggregate principal amount of the Definitive Note to be exchanged and shall credit or cause to be credited to the account of the Person specified in such instructions a beneficial interest in the Global Note equal to the principal amount of the Definitive Note so canceled. If the applicable Global Note is not then outstanding, the Company shall issue and the Trustee shall authenticate, upon written order of the Company, a new applicable Global Note in the appropriate principal amount.



(c) Transfer and Exchange of Global Notes.

(i) The transfer and exchange of Global Notes or beneficial interests therein shall be effected through the Depository, in accordance with the Indenture and the procedures of the Depository therefor. A transferor of a beneficial interest in a Global Note shall deliver to the Security Registrar a written order given in accordance with the Depository's procedures containing information regarding the participant account of the Depository to be credited with a beneficial interest in such Global Note, or another Global Note, and such account shall be credited in accordance with such order with a beneficial interest in the applicable Global Note and the account of the Person making the transfer shall be debited by an amount equal to the beneficial interest in the Global Note being transferred.

(ii) If the proposed transfer is a transfer of a beneficial interest in one Global Note to a beneficial interest in another Global Note, the Security Registrar shall reflect on its books and records the date and an increase in the principal amount of the Global Note to which such interest is being transferred in an amount equal to the principal amount of the interest to be so transferred, and the Security Registrar shall reflect on its books and records the date and a corresponding decrease in the principal amount of the Global Note from which such interest is being transferred.

(iii) Notwithstanding any other provisions of this Section 2.05, a Global Note may not be transferred except as a whole and not in part if the transfer is by the Depository to a nominee of the Depository or by a nominee of the Depository to the Depository or another nominee of the Depository or by the Depository or any such nominee to a successor Depository or a nominee of such successor Depository.

Section 2.06 Interest.

The Company shall pay interest on the 2028 Notes in arrears on April 15 and October 15 of each year, with the first payment on April 15, 2025, to the Persons in whose names such 2028 Notes are registered at the close of business on April 1 and October 1, as the case may be (in each case, whether or not a Business Day), immediately preceding the related Interest Payment Date. The Company shall pay interest on the 2030 Notes in arrears on April 15 and October 15 of each year, with the first payment on April 15, 2025, to the Persons in whose names such 2030 Notes are registered at the close of business on April 1 and October 1, as the case may be (in each case, whether or not a Business Day), immediately preceding the related Interest Payment Date. The Company shall pay interest on the 2032 Notes in arrears on April 15 and October 15 of each year, with the first payment on April 15, 2025, to the Persons in whose names such 2032 Notes are registered at the close of business on April 1 and October 1, as the case may be (in each case, whether or not a Business Day), immediately preceding the related Interest Payment Date. Such interest payment dates and record dates for the applicable series of Notes are the "Interest Payment Dates" and "Regular Record Dates", respectively, for such series of Notes.

In each case, interest payable on the Stated Maturity of the Notes or any Redemption Date of the Notes shall be payable to the Person to whom the principal of such Notes shall be payable. Interest on the Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall make payments of principal, premium, if any, interest and Additional Amounts, if any, through the Trustee to the Depository.

Interest payable on any Interest Payment Date, Redemption Date or the Stated Maturity shall be the amount of interest accrued from, and including, the next preceding Interest Payment Date in respect of which interest has been paid or duly provided for (or from and including the original issue date, if no interest has been paid or duly provided for with respect to the applicable series of Notes) to, but excluding, such Interest Payment Date, Redemption Date or the Stated Maturity, as the case may be. If any Interest Payment Date falls on a day that is not a Business Day, the interest payment will be made on the next succeeding day that is a Business Day, but no additional interest will accrue as a result of the delay in payment. If the Stated Maturity or any Redemption Date of the Notes falls on a day that is not a Business Day, the related payment of principal, premium, if any, interest and Additional Amounts, if any, will be made on the next succeeding Business Day as if it were made on the date such payment was due, and no interest will accrue on the amounts so payable for the period from and after such date to the next succeeding Business Day.

Section 2.07 Other Terms and Conditions.

(a) The Notes are not subject to or entitled to the benefit of any sinking fund.

(b) The Defeasance and Covenant Defeasance provisions of Article Fourteen of the Base Indenture will apply to the Notes and the covenants set forth in Article Four of this Third Supplemental Indenture shall be subject to the provisions of Section 1403 of the Base Indenture. The provisions of Article Four of the Base Indenture will apply to the Notes.

(c) The Notes will be subject to the Events of Default provided in Section 501 of the Base Indenture.

(d) The Trustee will initially be the Security Registrar and Paying Agent for the Notes.

(e) The Notes will be subject to the covenants provided in Article Ten of the Base Indenture, as supplemented by Article Four of this Third Supplemental Indenture.

(f) The Place of Payment for the Notes, and the place where notices and demand to or upon the Company in respect of the Notes and the Indenture may be served, shall be the Corporate Trust Office of the Trustee, which office at the date hereof is located at Wilmington Trust, National Association, 50 South Sixth Street, Suite 1290, Minneapolis, MN 55402, Attention: Broadcom Inc. Administrator, or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company); provided, that no office of the Trustee shall be an office or agency of the Company for purposes of service of legal process on the Company.

## Article Three

### **Redemption; Change of Control Offer**

#### Section 3.01 Optional Redemption of the Notes.

(a) Prior to the Par Call Date applicable to a series of Notes, the Company may redeem the Notes of such series at its option, in whole or in part, at any time and from time to time, at a Redemption Price calculated by the Company (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of

(i) (A) the sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Notes matured on the applicable Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus (1) 10 basis points (in the case of the 2028 Notes), (2) 10 basis points (in the case of the 2030 Notes) or (3) 15 basis points (in the case of the 2032 Notes) less (B) interest accrued to the Redemption Date, and

(ii) 100% of the principal amount of the Notes to be redeemed,

plus, in either case, accrued and unpaid interest, if any, thereon to, but excluding, the Redemption Date.

(b) On or after the Par Call Date applicable to a series of Notes, the Company may redeem the Notes of such series at its option, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100% of the principal amount of the Notes being redeemed plus accrued and unpaid interest, if any, thereon to, but excluding, the applicable Redemption Date.

(c) Unless the Company defaults 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.

(d) In the case of a partial redemption, selection of the Notes for redemption will be made by lot or by such other method the Trustee considers fair and appropriate (and, for book-entry Notes subject to redemption, in accordance with the Applicable Procedures). No Notes of a principal amount of \$2,000 or less will be redeemed in part. If any Note is to be redeemed in part only, the notice of redemption that relates to the Note will state the portion of the principal amount of the Note to be redeemed. A new Note in a principal amount equal to the unredeemed portion of the Note will be issued in the name of the Holder of the Note upon surrender for cancellation of the original Note. For so long as the Notes are held by the Depositary, the redemption of the Notes shall be done in accordance with the Applicable Procedures.

(e) The Company's actions and determinations in determining the Redemption Price shall be conclusive and binding for all purposes, absent manifest error. The Trustee shall have no duty to determine, or verify the calculation of, the Redemption Price.

#### Section 3.02 Change of Control Offer.

(a) Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its option to redeem the Notes pursuant to Section 3.01 of this Third Supplemental Indenture or Section 1109 of the Base Indenture, each Holder of Notes will have

the right to require that the Company purchase all or a portion (equal to a minimum of \$2,000 or an integral multiple of \$1,000 in excess thereof) of such Holder's Notes pursuant to an offer (the "Change of Control Offer") at a purchase price equal to 101% of the aggregate principal amount thereof plus accrued and unpaid interest, if any, to, but excluding, the date of purchase (the "Change of Control Payment"), subject to the rights of Holders of Notes on the relevant record date to receive interest due on the relevant Interest Payment Date.

(b) Within 30 days following the date upon which the Change of Control Triggering Event occurred or, at the Company's option, prior to and conditioned on the occurrence of, any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, the Company must deliver a notice to each Holder of Notes, with a copy to the Trustee, which notice shall govern the terms of the Change of Control Offer. Such notice shall state, among other things, the purchase date, which must be no earlier than 30 days nor (except to the extent such notice is conditioned upon the occurrence of a Change of Control Triggering Event) later than 60 days from the date such notice is sent and, if the notice is sent prior to the Change of Control, no earlier than the date of the occurrence of the Change of Control, other than as may be required by law (the "Change of Control Payment Date"). The Change of Control Payment Date may be designated by reference to the date that the Change of Control Triggering Event is satisfied, rather than a specific date. The notice shall, if sent prior to the date of consummation of the Change of Control, state that the Change of Control Offer is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date. Holders of Definitive Notes electing to have a Note purchased pursuant to a Change of Control Offer shall be required to surrender the Note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the Note completed, to the Paying Agent at the address specified in the notice. Holders of Global Notes must transfer their Notes to the Paying Agent by book-entry transfer pursuant to the Applicable Procedures of the Paying Agent and the Depositary (in the case of Global Notes), in each case prior to the close of business on the third Business Day prior to the Change of Control Payment Date.

(c) The Company shall not be required to make a Change of Control Offer if a third party makes such an offer in the manner and at the times required and otherwise in compliance with the requirements applicable to such an offer had it been made by the Company, and such third party purchases all Notes properly tendered and not withdrawn under its offer. In addition, the Company may not repurchase any Notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

(d) If Holders of not less than 90% in aggregate principal amount of the outstanding Notes of the applicable series validly tender and do not withdraw such Notes in an offer to repurchase the Notes upon a Change of Control Triggering Event and the Company, or any third party making an offer to repurchase the Notes upon a Change of Control Triggering Event in lieu of the Company, as described in the immediately preceding clause (c), purchase all of the Notes validly tendered and not withdrawn by such Holders, then the Company shall have the right, upon not less than 10 nor more than 60 days' prior notice, given not more than 30 days following the Change of Control Payment Date, to redeem all Notes of such series that remain outstanding following such purchase at a Redemption Price in cash equal to 101% of the

principal amount thereof, plus accrued and unpaid interest, if any, to, but excluding, the Redemption Date (subject to the right of the Holders of record on the relevant Regular Record Date to receive interest due on the relevant Interest Payment Date).

(e) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act, and any other securities laws and regulations thereunder to the extent such laws and regulations are applicable in connection with the purchase of the Notes pursuant to a Change of Control Offer. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Triggering Event provisions of the Indenture and the Notes, the Company shall comply with those securities laws and regulations and shall not be deemed to have breached its obligations under the Change of Control Triggering Event provisions of the Indenture and the Notes by virtue of any such conflict.

### Section 3.03 Additional Redemption Provisions

(a) Subject to Section 6.03 of this Third Supplemental Indenture, the provisions of Article Eleven of the Base Indenture, as supplemented by the provisions of this Third Supplemental Indenture, shall apply to the Notes.

## **Article Four**

### **Additional Covenants**

#### Section 4.01 Limitation on Secured Debt.

(a) The Company shall not (nor shall the Company permit any of its Domestic Subsidiaries to) create, assume, or guarantee any Secured Debt without making effective provision for securing the Notes equally and ratably with such Secured Debt. This covenant shall not apply to indebtedness for borrowed money secured by:

- (1) Security Interests created to secure payment for the acquisition, construction, repair or improvement of any property including, but not limited to, any indebtedness incurred by the Company or a Subsidiary of the Company prior to, at the time of, or within 24 months after the later of the acquisition, the completion of construction (including any repairs or improvements on an existing property) or the commencement of commercial operations of such property, which indebtedness is incurred for the purpose of financing all or any part of the purchase price of such property or construction, repair or improvements on such property;
- (2) Security Interests on property, or any conditional sales agreement or any title retention with respect to property, existing at the time of acquisition thereof (whether or not assumed by the Company or a Subsidiary of the Company) or at the time it becomes a Principal Property, provided such Security Interests are not created in anticipation or in furtherance of such acquisition;

- (3) Security Interests on property of any Person existing at the time such Person becomes a Subsidiary or Domestic Subsidiary;
- (4) Security Interests on property of a Person existing at the time such Person is merged or amalgamated into or otherwise consolidated with the Company or a Subsidiary of the Company or at the time of a sale, lease, or other disposition of the properties of a Person as an entirety or substantially as an entirety to the Company or a Subsidiary of the Company; provided that no such Security Interests shall extend to any other property that is a Principal Property of the Company or such Subsidiary prior to such acquisition or to other property that is a Principal Property thereafter acquired other than additions or improvements to the acquired property;
- (5) Security Interests on the Company's property or property of a Subsidiary of the Company in favor of the United States of America or any state, territory or possession thereof (or the District of Columbia), or in favor of any other country, or any department, agency, instrumentality or political subdivision thereof (including, without limitation, Security Interests to secure indebtedness for borrowed money of the pollution control or industrial revenue type), in order to permit the Company or any Subsidiary of the Company to perform a contract or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price of the cost of constructing or improving the property subject to such Security Interests which are required by law or regulation as a condition to the transaction of any business or the exercise of any privilege, franchise or license;
- (6) Security Interests on any of the Company's property or assets or any Subsidiary of the Company to secure indebtedness for borrowed money owing to the Company or any Subsidiary of the Company;
- (7) Security Interests securing reimbursement obligations with respect to letters of credit related to trade payables and issued in the ordinary course of business, which liens encumber documents and other property relating to such letters of credit and the products and proceeds thereof;
- (8) Security Interests existing on the issue date of the Notes; or
- (9) any extension, renewal, refinancing or replacement, or successive extensions, renewals, refinancings or replacements, in whole or in part, of any Security Interest referred to in the foregoing clauses (1)-(8); to the extent that the principal amount of the indebtedness for borrowed money secured thereby is not increased other than by transaction costs and premiums, if any, and no additional Principal Property other than Principal Property permitted to be so secured under the foregoing clauses (1)-(8) is subject thereto.

For the purposes of determining compliance with this covenant, in the event that any Secured Debt meets the criteria of more than one of the types of Secured Debt described above, the Company, in its sole discretion, shall classify such Secured Debt and only be required to include the amount and type of such Secured Debt in one of clauses (1) through (9) above or pursuant to clause (b) below, and Secured Debt may be divided and classified at the time of incurrence into more than one of the types of Secured Debt described above or pursuant to clause (b) below.

(b) Notwithstanding the limitations on Secured Debt described in clause (a) above, the Company and any one or more of its Domestic Subsidiaries may, without securing the Notes, issue, assume, or guarantee Secured Debt that would otherwise be subject to the foregoing restrictions, provided that, after giving effect thereto, the aggregate principal amount of such Secured Debt then outstanding (other than Secured Debt permitted under the foregoing exceptions), at such time does not exceed the greater of (i) 15% of the Company's Consolidated Total Assets calculated as of the date of the creation, assumption or guarantee of such Secured Debt, after giving effect to such incurrence and the application of the proceeds therefrom and (ii) \$26,300 million.

#### **Article Five**

**[Reserved]**

#### **Article Six**

#### **Miscellaneous**

Section 6.01 Application of Third Supplemental Indenture. The Base Indenture, as supplemented by this Third Supplemental Indenture, is in all respects ratified and confirmed and all of the provisions contained in the Base Indenture in respect of the rights, privileges, immunities, powers and duties of the Trustee shall be applicable in respect of this Third Supplemental Indenture as fully and with like effect as if set forth herein in full. This Third Supplemental Indenture shall be deemed part of the Base Indenture in the manner and to the extent herein and therein provided.

Section 6.02 Trust Indenture Act. To the extent the Trust Indenture Act applies to the Indenture or any Notes, if any provision of the Indenture limits, qualifies or conflicts with a provision of the Trust Indenture Act which is required thereunder to be a part of and govern the Indenture, the latter provision shall control. To the extent the Trust Indenture Act applies to the Indenture or any Notes, if any provision of the Indenture modifies or excludes any provision of the Trust Indenture Act which may be so modified or excluded, the latter provision shall be deemed to apply to the Indenture as so modified or to be excluded, as the case may be.

Section 6.03 Conflict with Base Indenture. To the extent not expressly amended or modified by this Third Supplemental Indenture, the Base Indenture shall remain in full force and effect. If any provision of this Third Supplemental Indenture relating to the Notes is inconsistent with any provision of the Base Indenture, the provision of this Third Supplemental Indenture shall control.

Section 6.04 Governing Law; Waiver of Trial by Jury; Submission to Jurisdiction. THIS THIRD SUPPLEMENTAL INDENTURE AND THE NOTES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

Each of the Company, the Trustee and the Holders by its acceptance of the Notes irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Third Supplemental Indenture or the transactions contemplated hereby.

**Each of the Company, the Holders and the Trustee hereby irrevocably submits to the exclusive jurisdiction of any New York State court sitting in the Borough of Manhattan in the City of New York or any federal court sitting in the Southern District in the Borough of Manhattan in the City of New York in respect of any suit, action or proceeding arising out of or relating to this Third Supplemental Indenture and the Notes, and irrevocably accepts for itself and in respect of its property, generally and unconditionally, jurisdiction of the aforesaid courts, and waives any objection it may have under law to such courts and jurisdiction as proper venue in connection with any such suit, action or proceeding.**

Section 6.05 Successors. All agreements of the Company in the Base Indenture, this Third Supplemental Indenture and the Notes shall bind its successors. All agreements of the Trustee in the Base Indenture and this Third Supplemental Indenture shall bind its successors.

Section 6.06 Counterparts. This instrument may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Third Supplemental Indenture and of signature pages by PDF transmission will constitute effective execution and delivery of this Third Supplemental Indenture as to the parties hereto and may be used in lieu of the original Third Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by email transmission with PDF attachment will be deemed to be their original signatures for all purposes. The words “execution,” “signed,” “signature,” and words of like import in this Third Supplemental Indenture shall include images of manually executed signatures transmitted by electronic format (including, without limitation, “pdf”, “tif” or “jpg”) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code; provided, that, notwithstanding anything herein to the contrary, the Trustee is not under any obligation to agree to accept electronic signature in any form or in any format unless expressly agreed to by the Trustee pursuant to procedures approved by the Trustee.



Section 6.07 Trustee Disclaimer. The Trustee makes no representation as to the validity, adequacy or sufficiency of this Third Supplemental Indenture and the Notes other than as to the validity of the execution and delivery of the Third Supplemental Indenture by the Trustee and the authentication of the Notes by the Trustee or any Authenticating Agent. The recitals and statements herein and in the Notes are deemed to be those of the Company and not of the Trustee and the Trustee assumes no responsibility for the same and the Trustee does not make any representation with respect to such matters. The Trustee or any Authenticating Agent shall not be accountable for the use or application by the Company of Notes or the proceeds thereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties to this Third Supplemental Indenture have caused it to be duly executed as of the day and year first above written.

BROADCOM INC.

By: /s/ Kirsten M. Spears  
Name: Kirsten M. Spears  
Title: Chief Financial Officer and Chief Accounting Officer

*[Signature Page to Third Supplemental Indenture]*

WILMINGTON TRUST, NATIONAL  
ASSOCIATION, as Trustee

By: /s/ Sarah Vilhauer

Name: Sarah Vilhauer

Title: Assistant Vice President

*[Signature Page to Third Supplemental Indenture]*

**FORM OF NOTE**

INCLUDE FOLLOWING LEGEND IF A GLOBAL NOTE

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), NEW YORK, NEW YORK, 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 IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS 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.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO DTC, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE INDENTURE REFERRED TO ON THE REVERSE HEREOF.

BROADCOM INC.  
4.800% Senior Notes due 2028

No. \_\_\_\_\_

CUSIP No.: 11135F CE9  
ISIN No.: US11135FCE97  
\$[         ]

BROADCOM INC., a Delaware corporation (the "Company"), for value received promises to pay to \_\_\_\_\_ or registered assigns, the principal sum of \_\_\_\_\_ DOLLARS on April 15, 2028 (the "Stated Maturity").

Interest Payment Dates: April 15 and October 15 (each, an "Interest Payment Date"), commencing on April 15, 2025, and upon the Stated Maturity.

Interest Record Dates: April 1 and October 1 (each, a "Regular Record Date").

Reference is made to the further provisions of this 2028 Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this 2028 Note to be duly executed.

Dated:

**BROADCOM INC.**

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

*[Signature Page to 2028 Note]*

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

Dated:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

*[Signature Page to 2028 Note]*

BROADCOM INC.  
4.800% Senior Notes due 2028

1. Interest.

Broadcom Inc. (the “Company”) promises to pay interest on the principal amount of this 2028 Note at the rate per annum set forth above. The Company shall pay interest on the 2028 Notes in arrears on April 15 and October 15 of each year, with the first payment on April 15, 2025, to the Persons in whose names such 2028 Note is registered at the close of business on April 1 and October 1, as the case may be (in each case, whether or not a Business Day), immediately preceding the related Interest Payment Date. In each case, interest payable on the Stated Maturity of the 2028 Notes or any Redemption Date of the 2028 Notes shall be payable to the Person to whom the principal of such 2028 Note shall be payable. Interest on the 2028 Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall make payments of principal, premium, if any, interest and Additional Amounts, if any, through the Trustee to the Depository.

The Company shall pay interest on overdue principal from time to time on demand at the rate borne by the 2028 Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

2. Paying Agent.

Initially, Wilmington Trust, National Association (the “Trustee”) will act as Paying Agent. The Company may at any time designate additional Paying Agents or rescind the designation of any Paying Agent.

3. Indenture; Defined Terms.

This 2028 Note is one of the 4.800% Senior Notes due 2028 (the “2028 Notes”) issued under the Indenture, dated as of July 12, 2024 (as amended, modified or supplemented from time to time in accordance therewith, the “Base Indenture” and, as supplemented by the Supplemental Indenture No. 3, dated as of January 10, 2025, the “Indenture”), by and between the Company and the Trustee, as trustee. This 2028 Note is a “Security” and the 2028 Notes are “Securities” under the Indenture.

For purposes of this 2028 Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the 2028 Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Notwithstanding anything to the contrary herein, the 2028 Notes are subject to all such terms, and Holders of 2028 Notes are referred to the Indenture and the Trust Indenture Act for a statement of them. To the extent the terms of the Indenture and this 2028 Note are inconsistent, the terms of the Indenture shall govern.



4. Denominations; Transfer; Exchange.

The 2028 Notes are in registered form, without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. A Holder shall register the transfer or exchange of 2028 Notes in accordance with the Indenture. The Company or the Securities Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture.

5. Amendment; Modification; Waiver.

Subject to certain exceptions, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of all series affected by such supplemental indenture or amendment (treated as one class), by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental to the Indenture and/or amendments to any related guarantee agreement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or any such guarantee agreement or of modifying in any manner the rights of the Holders of Securities of such series under the Indenture or any such guarantee agreement or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture or any such guarantee agreement. Without the consent of any Holders, when authorized by a Board Resolution, the Company and the Trustee, at any time and from time to time, may supplement the Indenture or the 2028 Notes to, among other things, cure any ambiguity, or correct or supplement any provision therein which may be defective or inconsistent with any other provision therein.

6. Optional Redemption.

The 2028 Notes are subject to optional redemption as further described in the Indenture. There is no sinking fund applicable to the 2028 Notes.

7. Redemption for Taxation Reasons.

In the event of certain developments affecting taxation, the 2028 Notes are subject to optional redemption as further described in the Indenture.

8. Offer to Purchase Upon Change of Control Triggering Event.

Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its optional redemption rights, each Holder of 2028 Notes will have the right to require that the Company repurchase all or a portion of such Holder's 2028 Notes, as further described in the Indenture.

9. Defaults and Remedies.

If certain Events of Default with respect to the 2028 Notes occur and are continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding 2028 Notes may declare the principal amount of all the 2028 Notes to be due and immediately payable, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable.

The Indenture permits, subject to certain limitations therein provided, Holders of not less than a majority in principal amount of the Outstanding 2028 Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, with respect to the 2028 Notes.

10. Authentication.

This 2028 Note shall not be valid until the Trustee executes the certificate of authentication on this 2028 Note by the manual signature of one of its authorized signatories.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a 2028 Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

No representation is made as to the accuracy of CUSIP or ISIN numbers as printed on the 2028 Notes.

13. Governing Law.

This 2028 Note shall be governed by and construed in accordance with the laws of the State of New York.

**ASSIGNMENT FORM**

To assign this 2028 Note, fill in the form below:

I or we assign and transfer this 2028 Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint \_\_\_\_\_ agent to transfer this 2028 Note on the books of the Company. The agent may substitute another to act for her.

Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_

Sign exactly as your name appears on the other side of this 2028 Note.

\_\_\_\_\_  
Signature

Signature Guarantee:

\_\_\_\_\_  
Signature must be guaranteed

\_\_\_\_\_  
Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

**SCHEDULE OF EXCHANGES OF 2028 NOTES**

The following exchanges of a part of this Global Note for certificated 2028 Notes or a part of another Global Note have been made:

<b>Date of Exchange</b>	<b>Amount of decrease in principal amount of this Global Note</b>	<b>Amount of increase in principal amount of this Global Note</b>	<b>Principal amount of this Global Note following such decrease (or increase)</b>	<b>Signature of authorized signatory of Trustee</b>
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BROADCOM INC.  
5.050% Senior Notes due 2030

No. \_\_\_\_\_

CUSIP No.: 11135F CF6  
ISIN No.: US11135FCF62  
\$[       ]

BROADCOM INC., a Delaware corporation (the "Company"), for value received promises to pay to \_\_\_\_\_ or registered assigns, the principal sum of \_\_\_\_\_ DOLLARS on April 15, 2030 (the "Stated Maturity").

Interest Payment Dates: April 15 and October 15 (each, an "Interest Payment Date"), commencing on April 15, 2025, and upon the Stated Maturity.

Interest Record Dates: April 1 and October 1 (each, a "Regular Record Date").

Reference is made to the further provisions of this 2030 Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this 2030 Note to be duly executed.

Dated:

**BROADCOM INC.**

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

*[Signature Page to 2030 Note]*

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

Dated:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

*[Signature Page to 2030 Note]*

BROADCOM INC.  
5.050% Senior Notes due 2030

1. Interest.

Broadcom Inc. (the “Company”) promises to pay interest on the principal amount of this 2030 Note at the rate per annum set forth above. The Company shall pay interest on the 2030 Notes in arrears on April 15 and October 15 of each year, with the first payment on April 15, 2025, to the Persons in whose names such 2030 Note is registered at the close of business on April 1 and October 1, as the case may be (in each case, whether or not a Business Day), immediately preceding the related Interest Payment Date. In each case, interest payable on the Stated Maturity of the 2030 Notes or any Redemption Date of the 2030 Notes shall be payable to the Person to whom the principal of such 2030 Note shall be payable. Interest on the 2030 Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall make payments of principal, premium, if any, interest and Additional Amounts, if any, through the Trustee to the Depository.

The Company shall pay interest on overdue principal from time to time on demand at the rate borne by the 2030 Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

2. Paying Agent.

Initially, Wilmington Trust, National Association (the “Trustee”) will act as Paying Agent. The Company may at any time designate additional Paying Agents or rescind the designation of any Paying Agent.

3. Indenture; Defined Terms.

This 2030 Note is one of the 5.050% Senior Notes due 2030 (the “2030 Notes”) issued under the Indenture, dated as of July 12, 2024 (as amended, modified or supplemented from time to time in accordance therewith, the “Base Indenture” and, as supplemented by the Supplemental Indenture No. 3, dated as of January 10, 2025, the “Indenture”), by and between the Company and the Trustee, as trustee. This 2030 Note is a “Security” and the 2030 Notes are “Securities” under the Indenture.

For purposes of this 2030 Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the 2030 Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Notwithstanding anything to the contrary herein, the 2030 Notes are subject to all such terms, and Holders of 2030 Notes are referred to the Indenture and the Trust Indenture Act for a statement of them. To the extent the terms of the Indenture and this 2030 Note are inconsistent, the terms of the Indenture shall govern.



4. Denominations; Transfer; Exchange.

The 2030 Notes are in registered form, without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. A Holder shall register the transfer or exchange of 2030 Notes in accordance with the Indenture. The Company or the Securities Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture.

5. Amendment; Modification; Waiver.

Subject to certain exceptions, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of all series affected by such supplemental indenture or amendment (treated as one class), by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental to the Indenture and/or amendments to any related guarantee agreement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or any such guarantee agreement or of modifying in any manner the rights of the Holders of Securities of such series under the Indenture or any such guarantee agreement or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture or any such guarantee agreement. Without the consent of any Holders, when authorized by a Board Resolution, the Company and the Trustee, at any time and from time to time, may supplement the Indenture or the 2030 Notes to, among other things, cure any ambiguity, or correct or supplement any provision therein which may be defective or inconsistent with any other provision therein.

6. Optional Redemption.

The 2030 Notes are subject to optional redemption as further described in the Indenture. There is no sinking fund applicable to the 2030 Notes.

7. Redemption for Taxation Reasons.

In the event of certain developments affecting taxation, the 2030 Notes are subject to optional redemption as further described in the Indenture.

8. Offer to Purchase Upon Change of Control Triggering Event.

Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its optional redemption rights, each Holder of 2030 Notes will have the right to require that the Company repurchase all or a portion of such Holder's 2030 Notes, as further described in the Indenture.

9. Defaults and Remedies.

If certain Events of Default with respect to the 2030 Notes occur and are continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding 2030 Notes may declare the principal amount of all the 2030 Notes to be due and immediately payable, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable.

The Indenture permits, subject to certain limitations therein provided, Holders of not less than a majority in principal amount of the Outstanding 2030 Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, with respect to the 2030 Notes.

10. Authentication.

This 2030 Note shall not be valid until the Trustee executes the certificate of authentication on this 2030 Note by the manual signature of one of its authorized signatories.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a 2030 Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

No representation is made as to the accuracy of CUSIP or ISIN numbers as printed on the 2030 Notes.

13. Governing Law.

This 2030 Note shall be governed by and construed in accordance with the laws of the State of New York.

**ASSIGNMENT FORM**

To assign this 2030 Note, fill in the form below:

I or we assign and transfer this 2030 Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint \_\_\_\_\_ agent to transfer this 2030 Note on the books of the Company. The agent may substitute another to act for her.

Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_

Sign exactly as your name appears on the other side of this 2030 Note.

\_\_\_\_\_  
Signature

Signature Guarantee:

\_\_\_\_\_  
Signature must be guaranteed

\_\_\_\_\_  
Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

**SCHEDULE OF EXCHANGES OF 2030 NOTES**

The following exchanges of a part of this Global Note for certificated 2030 Notes or a part of another Global Note have been made:

<b>Date of Exchange</b>	<b>Amount of decrease in principal amount of this Global Note</b>	<b>Amount of increase in principal amount of this Global Note</b>	<b>Principal amount of this Global Note following such decrease (or increase)</b>	<b>Signature of authorized signatory of Trustee</b>
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BROADCOM INC.  
5.200% Senior Notes due 2032

No. \_\_\_\_\_

CUSIP No.: 11135F CG4  
ISIN No.: US11135FCG46  
\$[       ]

BROADCOM INC., a Delaware corporation (the "Company"), for value received promises to pay to \_\_\_\_\_ or registered assigns, the principal sum of \_\_\_\_\_ DOLLARS on April 15, 2032 (the "Stated Maturity").

Interest Payment Dates: April 15 and October 15 (each, an "Interest Payment Date"), commencing on April 15, 2025, and upon the Stated Maturity.

Interest Record Dates: April 1 and October 1 (each, a "Regular Record Date").

Reference is made to the further provisions of this 2032 Note contained herein, which will for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF, the Company has caused this 2032 Note to be duly executed.

Dated:

**BROADCOM INC.**

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

*[Signature Page to 2032 Note]*

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

Dated:

**WILMINGTON TRUST, NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Authorized Signatory

*[Signature Page to 2032 Note]*

BROADCOM INC.  
5.200% Senior Notes due 2032

1. Interest.

Broadcom Inc. (the “Company”) promises to pay interest on the principal amount of this 2032 Note at the rate per annum set forth above. The Company shall pay interest on the 2032 Notes in arrears on April 15 and October 15 of each year, with the first payment on April 15, 2025, to the Persons in whose names such 2032 Note is registered at the close of business on April 1 and October 1, as the case may be (in each case, whether or not a Business Day), immediately preceding the related Interest Payment Date. In each case, interest payable on the Stated Maturity of the 2032 Notes or any Redemption Date of the 2032 Notes shall be payable to the Person to whom the principal of such 2032 Note shall be payable. Interest on the 2032 Notes shall be computed on the basis of a 360-day year of twelve 30-day months. The Company shall make payments of principal, premium, if any, interest and Additional Amounts, if any, through the Trustee to the Depository.

The Company shall pay interest on overdue principal from time to time on demand at the rate borne by the 2032 Notes and at the same rate on overdue installments of interest (without regard to any applicable grace periods) to the extent lawful from the dates such amounts are due until such amounts are paid or made available for payment.

2. Paying Agent.

Initially, Wilmington Trust, National Association (the “Trustee”) will act as Paying Agent. The Company may at any time designate additional Paying Agents or rescind the designation of any Paying Agent.

3. Indenture; Defined Terms.

This 2032 Note is one of the 5.200% Senior Notes due 2032 (the “2032 Notes”) issued under the Indenture, dated as of July 12, 2024 (as amended, modified or supplemented from time to time in accordance therewith, the “Base Indenture” and, as supplemented by the Supplemental Indenture No. 3, dated as of January 10, 2025, the “Indenture”), by and between the Company and the Trustee, as trustee. This 2032 Note is a “Security” and the 2032 Notes are “Securities” under the Indenture.

For purposes of this 2032 Note, unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the 2032 Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. Notwithstanding anything to the contrary herein, the 2032 Notes are subject to all such terms, and Holders of 2032 Notes are referred to the Indenture and the Trust Indenture Act for a statement of them. To the extent the terms of the Indenture and this 2032 Note are inconsistent, the terms of the Indenture shall govern.



4. Denominations; Transfer; Exchange.

The 2032 Notes are in registered form, without coupons, in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. A Holder shall register the transfer or exchange of 2032 Notes in accordance with the Indenture. The Company or the Securities Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay certain transfer taxes or similar governmental charges payable in connection therewith as permitted by the Indenture.

5. Amendment; Modification; Waiver.

Subject to certain exceptions, with the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of all series affected by such supplemental indenture or amendment (treated as one class), by Act of said Holders delivered to the Company and the Trustee, the Company, when authorized by a Board Resolution, and the Trustee may enter into an indenture or indentures supplemental to the Indenture and/or amendments to any related guarantee agreement for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of the Indenture or any such guarantee agreement or of modifying in any manner the rights of the Holders of Securities of such series under the Indenture or any such guarantee agreement or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture or any such guarantee agreement. Without the consent of any Holders, when authorized by a Board Resolution, the Company and the Trustee, at any time and from time to time, may supplement the Indenture or the 2032 Notes to, among other things, cure any ambiguity, or correct or supplement any provision therein which may be defective or inconsistent with any other provision therein.

6. Optional Redemption.

The 2032 Notes are subject to optional redemption as further described in the Indenture. There is no sinking fund applicable to the 2032 Notes.

7. Redemption for Taxation Reasons.

In the event of certain developments affecting taxation, the 2032 Notes are subject to optional redemption as further described in the Indenture.

8. Offer to Purchase Upon Change of Control Triggering Event.

Upon the occurrence of a Change of Control Triggering Event, unless the Company has exercised its optional redemption rights, each Holder of 2032 Notes will have the right to require that the Company repurchase all or a portion of such Holder's 2032 Notes, as further described in the Indenture.

9. Defaults and Remedies.

If certain Events of Default with respect to the 2032 Notes occur and are continuing, then in every such case the Trustee or the Holders of not less than 25% in principal amount of the Outstanding 2032 Notes may declare the principal amount of all the 2032 Notes to be due and immediately payable, by a notice in writing to the Company (and to the Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable.

The Indenture permits, subject to certain limitations therein provided, Holders of not less than a majority in principal amount of the Outstanding 2032 Notes to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee, with respect to the 2032 Notes.

10. Authentication.

This 2032 Note shall not be valid until the Trustee executes the certificate of authentication on this 2032 Note by the manual signature of one of its authorized signatories.

11. Abbreviations and Defined Terms.

Customary abbreviations may be used in the name of a Holder of a 2032 Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

12. CUSIP Numbers.

No representation is made as to the accuracy of CUSIP or ISIN numbers as printed on the 2032 Notes.

13. Governing Law.

This 2032 Note shall be governed by and construed in accordance with the laws of the State of New York.

**ASSIGNMENT FORM**

To assign this 2032 Note, fill in the form below:

I or we assign and transfer this 2032 Note to

(Print or type assignee's name, address and zip code)

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint \_\_\_\_\_ agent to transfer this 2032 Note on the books of the Company. The agent may substitute another to act for her.

\_\_\_\_\_  
Date: \_\_\_\_\_ Your Signature: \_\_\_\_\_

\_\_\_\_\_  
Sign exactly as your name appears on the other side of this 2032 Note.

\_\_\_\_\_  
Signature

Signature Guarantee:

\_\_\_\_\_  
Signature must be guaranteed

\_\_\_\_\_  
Signature

Signatures must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in the Security Transfer Agent Medallion Program ("STAMP") or such other "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, all in accordance with the United States Securities Exchange Act of 1934, as amended.

**SCHEDULE OF EXCHANGES OF 2032 NOTES**

The following exchanges of a part of this Global Note for certificated 2032 Notes or a part of another Global Note have been made:

<u>Date of Exchange</u>	<u>Amount of decrease in principal amount of this Global Note</u>	<u>Amount of increase in principal amount of this Global Note</u>	<u>Principal amount of this Global Note following such decrease (or increase)</u>	<u>Signature of authorized signatory of Trustee</u>
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[Letterhead of Wachtell, Lipton, Rosen & Katz]

January 10, 2025

BROADCOM INC.  
3421 Hillview Avenue  
Palo Alto, California 94304

Ladies and Gentlemen:

We have acted as special counsel to Broadcom Inc., a Delaware corporation (the “Company”), in connection with the issuance and sale by the Company of \$1,100 million in aggregate principal amount of its 4.800% senior notes due 2028 (the “2028 Notes”), \$800 million in aggregate principal amount of its 5.050% senior notes due 2030 (the “2030 Notes”) and \$1,100 million in aggregate principal amount of its 5.200% senior notes due 2032 (the “2032 Notes,” and together with the 2028 Notes and the 2030 Notes, the “Notes”). The Notes were sold pursuant to an underwriting agreement, dated January 6, 2025, by and among the Company and Wells Fargo Securities, LLC, Citigroup Global Markets Inc., PNC Capital Markets LLC and Scotia Capital (USA) Inc. (collectively, the “Underwriters”), for themselves and as representatives of the several underwriters named therein (the “Underwriting Agreement”). The Notes are to be issued under the indenture, dated July 12, 2024, between the Company and Wilmington Trust, National Association, as trustee (the “Trustee”), as supplemented by that certain Supplemental Indenture No. 3, between the Company and the Trustee, dated January 10, 2025 (collectively, the “Indenture”).

We have examined and relied on originals or copies certified or otherwise identified to our satisfaction of such documents, corporate records, certificates of the Company and public officials and other instruments as we have deemed necessary or appropriate for the purposes of this letter, including (a) the registration statement on Form S-3ASR (File No. 333-280715), filed with the Securities and Exchange Commission (the “Commission”) on July 8, 2024 (the “Registration Statement”); (b) the base prospectus, dated July 8, 2024, included in the Registration Statement, but excluding the documents incorporated by reference therein; (c) the preliminary prospectus supplement, dated January 6, 2025, as filed with the Commission pursuant to Rule 424(b)(5) under the Securities Act of 1933, as amended (the “Act”), but excluding the documents incorporated by reference therein; (d) the final term sheet, dated January 6, 2025, as filed with the Commission pursuant to Rule 433 under the Act; (e) the final prospectus supplement (the “Prospectus Supplement”), dated January 6, 2025, as filed with the Commission pursuant to Rule 424(b)(2) under the Act, but excluding the documents incorporated by reference therein; (f) a copy of the Amended and Restated Certificate of Incorporation of the Company, as amended, and a copy of the Amended and Restated Bylaws of the Company, each as set forth in the certificate of the Secretary of the Company, dated January 10, 2025; (g) the Indenture; (h) a copy of the Global Notes for each series of the Notes, each dated January 10, 2025; (i) an executed copy of the Underwriting Agreement; (j) resolutions of the Board of Directors of the Company relating to the issuance of the Notes; and (k) such other

corporate records, certificates and other documents and such matters of law, in each case, as we have deemed necessary or appropriate. In such examination, we have assumed (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the agreements, records, documents, instruments and certificates we have reviewed; (iv) all Notes will be issued and sold in compliance with applicable federal and state securities laws and in the manner stated in the Registration Statement and the Prospectus Supplement; and (v) the Underwriting Agreement has been duly authorized and validly executed and delivered by the Underwriters. We have assumed that the terms of the Notes have been established so as not to, and that the execution and delivery by the parties thereto and the performance of such parties' obligations under the Notes will not, breach, contravene, violate, conflict with or constitute a default under (1) any law, rule or regulation to which any party thereto is subject (excepting the laws of the State of New York, the General Corporation Law of the State of Delaware (the "DGCL") and the federal securities laws of the United States of America as such laws apply to the Company); (2) any judicial or regulatory order or decree of any governmental authority; or (3) any consent, approval, license, authorization or validation of, or filing, recording or registration with any governmental authority. We also have assumed that the Indenture and the Notes are the valid and legally binding obligation of the Trustee. As to any facts material to the opinion expressed herein that we did not independently establish or verify, we have relied upon statements and representations of officers and other representatives of the Company and others. We have further assumed the legal capacity of all natural persons, the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified, facsimile, conformed, electronic or photostatic copies, and the authenticity of the originals of such copies.

We are members of the Bar of the State of New York, and we have not considered, and we express no opinion as to, the laws of any jurisdiction other than the laws of the State of New York, the DGCL (including the statutory provisions and all applicable provisions of the Delaware Constitution and reported judicial decisions interpreting these laws) and the federal securities laws of the United States of America, in each case as in effect on the date hereof.

Based upon the foregoing, and subject to the assumptions, limitations, qualifications, exceptions and comments set forth in this letter, we advise you that, in our opinion, the Notes, when duly executed, authenticated, issued, delivered and paid for in accordance with the terms of the Indenture and the Underwriting Agreement, will be valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinion set forth above is subject to the effects of (a) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting the enforcement of creditors' rights generally; (b) general equitable principles (whether considered in a proceeding in equity or at law); (c) an implied covenant of good faith and fair

dealing; (d) provisions of law that require that a judgment for money damages rendered by a court in the United States be expressed only in United States dollars; (e) limitations by any governmental authority that limit, delay or prohibit the making of payments outside the United States; and (f) generally applicable laws that (i) provide for the enforcement of oral waivers or modifications where a material change of position in reliance thereon has occurred or provide that a course of performance may operate as a waiver, (ii) limit the availability of a remedy under certain circumstances where another remedy has been elected, (iii) limit the enforceability of provisions releasing, exculpating or exempting a party from, or requiring indemnification of a party for, liability for its own action or inaction, to the extent the action or inaction involves negligence, gross negligence, recklessness, willful misconduct or unlawful conduct, (iv) may, where less than all of a contract may be unenforceable, limit the enforceability of the balance of the contract to circumstances in which the unenforceable portion is not an essential part of the agreed-upon exchange, (v) may limit the enforceability of provisions providing for compounded interest, imposing increased interest rates or late payment charges upon delinquency in payment or default or providing for liquidated damages or for premiums upon acceleration, or (vi) limit the waiver of rights under usury laws. Furthermore, the manner in which any particular issue relating to the opinions would be treated in any actual court case would depend in part on facts and circumstances particular to the case and would also depend on how the court involved chose to exercise the wide discretionary authority generally available to it. We express no opinion as to the effect of Section 210(p) of the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, as amended.

We express no opinion as to whether, or the extent to which, the laws of any particular jurisdiction apply to the subject matter hereof, including, without limitation, the enforceability of the governing law provisions contained in the Notes and the Indenture. We express no opinion as to the ability of another court, federal or state, to accept jurisdiction and/or venue in the event the chosen court is unavailable for any reason, including, without limitation, natural disaster, act of God, human health or safety reasons or otherwise (including a pandemic).

This letter speaks only as of its date and is delivered in accordance with the requirements of Item 601(b)(5) of Regulation S-K under the Act. We hereby consent to the filing of a copy of this letter as an exhibit to the Company's Current Report on Form 8-K, filed on January 10, 2025, and to the use of our name in the prospectus forming a part of the Registration Statement under the caption "Legal Matters." In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Wachtell, Lipton, Rosen & Katz