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): April 23, 2018

NUCOR CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of incorporation)

1-4119	**13-1860817**
(Commission File Number)	(IRS Employer Identification No.)
1915 Rexford Road, Charlotte, North Carolina	**28211**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: (704) 366-7000

N/A
(Former name or former address, if changed since last report.)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement.

On April 23, 2018, Nucor Corporation (the "Company") entered into an underwriting agreement (the "Underwriting Agreement") with J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein (together, the "Underwriters"), for the sale of $500 million aggregate principal amount of the Company's 3.950% Notes due 2028 (the "2028 Notes") and $500 million aggregate principal amount of the Company's 4.400% Notes due 2048 (the "2048 Notes" and, together with the 2028 Notes, the "Notes"). The Notes were registered under the Securities Act of 1933, as amended, pursuant to the Company's registration statement on Form S-3 (Registration No. 333-220010) filed with the Securities and Exchange Commission (the "SEC") on August 17, 2017. The Underwriting Agreement contains customary representations, warranties and covenants by the Company, indemnification and contribution obligations and other customary terms and conditions. The Company sold the Notes to the Underwriters on April 26, 2018, and the Company received net proceeds, after expenses and the underwriting discount, of approximately $986.1 million.

The Notes are governed by and were issued pursuant to the terms of an indenture, dated as of August 19, 2014 (the "Base Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a first supplemental indenture, dated as of April 26, 2018, between the Company and the Trustee (the "First Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

The Notes are the Company's senior unsecured obligations and rank equally with the Company's existing and future unsecured senior indebtedness. The Notes will be effectively subordinated to the Company's existing and future secured indebtedness to the extent of the assets securing such indebtedness and structurally subordinated to all existing and future indebtedness and liabilities of the Company's subsidiaries.

The Indenture contains covenants that, among other things, limit the Company's ability and the ability of its Restricted Subsidiaries (as defined in the First Supplemental Indenture) to secure indebtedness with a security interest on certain property or stock or to engage in certain sale and leaseback transactions with respect to certain properties. Each series of the Notes is a new issue of securities with no established trading market. The Company does not intend to apply for the listing of either series of the Notes on any securities exchange or for quotation of such Notes on any automated dealer quotation system.

The 2028 Notes will mature on May 1, 2028 and the 2048 Notes will mature on May 1, 2048, in each case, unless earlier redeemed or repurchased by the Company. The 2028 Notes will bear interest at a rate of 3.950% per annum and the 2048 Notes will bear interest at a rate of 4.400% per annum. The Company will pay interest on the Notes semi-annually in arrears on May 1 and November 1 of each year, commencing November 1, 2018. Interest will be computed on the basis of a 360-day year composed of twelve 30-day months. Payments of principal and interest to owners of book-entry interests are expected to be made in accordance with the procedures of The Depository Trust Company and its participants in effect from time to time.

At any time prior to February 1, 2028 with respect to the 2028 Notes (three months prior to the maturity date of the 2028 Notes) and November 1, 2047 with respect to the 2048 Notes (six months prior to the maturity date of the 2048 Notes), the Notes will be redeemable, in whole or in part, at any time or from time to time, at the Company's option, at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed; or (ii) the sum of the present values of the Remaining Scheduled Payments (as defined in the First Supplemental Indenture) on such Notes being redeemed that

would be due if the Notes to be redeemed matured on the applicable Par Call Date (as defined in the First Supplemental Indenture), discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined in the First Supplemental Indenture) (determined on the third business day preceding the redemption date), plus, in each case, accrued and unpaid interest thereon, to, but excluding, the redemption date.

On or after February 1, 2028 with respect to the 2028 Notes (three months prior to the maturity date of the 2028 Notes) and November 1, 2047 with respect to the 2048 Notes (six months prior to the maturity date of the 2048 Notes), the Notes will be redeemable, in whole or in part, at any time or from time to time, at the Company's option, at 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon, to, but excluding, the redemption date.

In addition, upon a Change of Control Triggering Event (as defined in the First Supplemental Indenture), holders of the Notes may require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of their Notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest, if any, on such Notes, to, but excluding, the purchase date (unless a notice of redemption has been delivered within 30 days after such Change of Control Triggering Event stating that all of the Notes will be redeemed).

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. Certain of the Underwriters and their respective affiliates have engaged in, and may in the future engage in, commercial and investment banking and other commercial dealings in the ordinary course of business with the Company or its affiliates. Additionally, the Trustee and/or its affiliates have engaged in, and may in the future engage in, commercial dealings in the ordinary course of business with the Company or its affiliates, including investment banking services and acting as lenders under various loan facilities. In particular, the Trustee and the affiliates of some of the Underwriters are participants in the Company's multi-year revolving credit facility described in the Company's filings with the SEC. The Underwriters and their respective affiliates and the Trustee and/or its affiliates have received, or may in the future receive, customary fees and commissions or other payments for these transactions. Further, U.S. Bancorp Investments, Inc., one of the Underwriters, is an affiliate of the Trustee.

The foregoing summaries of documents described above do not purport to be complete and are qualified in their entirety by reference to the full text of such documents, copies of which are filed as exhibits hereto and incorporated herein by reference or otherwise on file with the SEC.

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

The disclosure required by this Item and included in Item 1.01 is incorporated by reference, and the description of the Notes incorporated herein is qualified in its entirety by reference to the Indenture and the forms of global notes which are included in Exhibit 4.1 filed herewith.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

1.1	Underwriting Agreement, dated April 23, 2018, among Nucor Corporation and J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, as representatives of the several underwriters named therein
4.1	First Supplemental Indenture, dated as of April 26, 2018, between Nucor Corporation and U.S. Bank National Association, as trustee
4.2	Form of 3.950% Notes due 2028 (included in Exhibit 4.1)
4.3	Form of 4.400% Notes due 2048 (included in Exhibit 4.1)
5.1	Opinion of Moore & Van Allen PLLC
23.1	Consent of Moore & Van Allen PLLC (included in Exhibit 5.1)

SIGNATURES

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.

NUCOR CORPORATION

Date: April 26, 2018

By: /s/ James D. Frias
James D. Frias
Chief Financial Officer, Treasurer and
Executive Vice President

Exhibit 1.1

Execution Version

NUCOR CORPORATION
(a Delaware corporation)

3.950% Notes due 2028
4.400% Notes due 2048

UNDERWRITING AGREEMENT

Dated: April 23, 2018

NUCOR CORPORATION
(a Delaware corporation)

3.950% Notes due 2028
4.400% Notes due 2048

UNDERWRITING AGREEMENT

April 23, 2018

J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
One Bryant Park
New York, NY 10036

Wells Fargo Securities, LLC
550 South Tryon Street
Charlotte, NC 28202

As Representatives of the several Underwriters
named in Schedule A hereto

Ladies and Gentlemen:

Nucor Corporation, a Delaware corporation (the "Company"), confirms its agreement with J.P. Morgan Securities LLC ("J.P. Morgan"), Merrill Lynch, Pierce, Fenner & Smith Incorporated ("BofA Merrill Lynch") and Wells Fargo Securities, LLC ("Wells Fargo Securities" and, together with J.P. Morgan, BofA Merrill Lynch and each of the other Underwriters named in Schedule A hereto, the "Underwriters," which term shall also include any underwriter substituted as hereinafter provided in Section 10 hereof), for whom J.P. Morgan, BofA Merrill Lynch and Wells Fargo Securities are acting as representatives (in such capacity, the "Representatives" or "you") with respect to the issuance and sale by the Company and purchase by the Underwriters of up to $500,000,000 aggregate principal amount of its 3.950% Notes due May 1, 2028 (the "2028 Notes") and up to $500,000,000 aggregate principal amount of its 4.400% Notes due May 1, 2048 (the "2048 Notes" and, together with the 2028 Notes, the

"Securities") on the terms and conditions stated herein and in Schedule B hereto. The Securities are to be sold to each Underwriter, acting severally and not jointly, in the respective principal amounts as are set forth in Schedule A hereto opposite the name of such Underwriter. The Securities are to be issued pursuant to an Indenture, dated as of August 19, 2014, as modified or supplemented by a First Supplemental Indenture, to be dated as of April 26, 2018 (collectively, the "Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"). The Securities and the Indenture are more fully described in the Prospectus referred to below.

The Company has prepared and filed with the Securities and Exchange Commission (the "Commission") an automatic shelf registration statement on Form S-3 (Registration No. 333-220010), including the related base prospectus, which registration statement became effective upon filing under Rule 462(e) of the rules and regulations of the Commission (the "1933 Act Regulations") under the Securities Act of 1933, as amended (the "1933 Act"). Such registration statement covers, among other securities, the registration of the Securities under the 1933 Act. Promptly after execution and delivery of this Agreement, the Company will prepare and file a prospectus in accordance with the provisions of Rule 430B ("Rule 430B") of the 1933 Act Regulations and paragraph (b) of Rule 424 ("Rule 424(b)") of the 1933 Act Regulations. Any information included in such prospectus that was omitted from such registration statement at the time it became effective but that is deemed to be part of and included in such registration statement pursuant to Rule 430B is referred to as "Rule 430B Information." The prospectus, dated August 17, 2017 (the "Base Prospectus"), together with the preliminary prospectus supplement, dated April 23, 2018, used in connection with the offering of the Securities, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, is herein called the "Preliminary Prospectus." Such registration statement, at any given time, including the amendments thereto to such time, the exhibits and any schedules thereto at such time, the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act at such time and the documents otherwise deemed to be a part thereof or included therein by the 1933 Act Regulations at such time, is herein called the "Registration Statement." The Registration Statement at the time it originally became effective is herein called the "Original Registration Statement." The Base Prospectus together with the final prospectus supplement, dated April 23, 2018, in the form first furnished to the Underwriters for use in connection with the offering of the Securities, including the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the 1933 Act, is herein called the "Prospectus." For purposes of this Agreement, all references to the Registration Statement, the Preliminary Prospectus, the Prospectus or any amendment or supplement to any of the foregoing shall be deemed to mean and include the copy filed with the Commission pursuant to its Electronic Data Gathering, Analysis and Retrieval system ("EDGAR") or any successor thereto.

All references in this Agreement to financial statements and schedules and other information which is "contained," "included" or "stated" in the Registration Statement, the Preliminary Prospectus or the Prospectus (or other references of like import) shall be deemed to mean and include all such financial statements and schedules and other information which is incorporated by reference in or otherwise deemed by the 1933 Act Regulations to be part of or included in the Registration Statement, the Preliminary Prospectus or the Prospectus, as the case may be; and all references in this Agreement to amendments or supplements to the Registration Statement, the Preliminary Prospectus or the Prospectus shall be deemed to mean and include the

filing of any document under the Securities Exchange Act of 1934, as amended (the "1934 Act"), which is incorporated by reference in the Registration Statement, the Preliminary Prospectus or the Prospectus, as the case may be.

Section 1. Representations and Warranties.

(a) *Representations and Warranties of the Company*. The Company represents and warrants to and agrees with each of the Underwriters as of the Applicable Time referred to in this Section 1(a) and as of the Closing Time referred to in Section 2(b) hereof, that:

(i) Status as a Well-Known Seasoned Issuer. (A) At the time of filing the Original 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 Company or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c) of the 1933 Act Regulations) made any offer relating to the Securities in reliance on the exemption provided by Rule 163 of the 1933 Act Regulations ("Rule 163") and (D) at the date hereof, the Company was and is a "well-known seasoned issuer," as defined in Rule 405 of the 1933 Act Regulations ("Rule 405"). The Registration Statement is an "automatic shelf registration statement," as defined in Rule 405, and the Securities, since their registration on the Registration Statement, have been and remain eligible for registration by the Company on a Rule 405 "automatic shelf registration statement." The Company has not received from the Commission any notice pursuant to Rule 401(g)(2) of the 1933 Act Regulations objecting to the use of the automatic shelf registration statement form.

At the time of filing the Original Registration Statement, at the earliest time thereafter that the Company or another offering participant made a bona fide offer (within the meaning of Rule 164(h)(2) of the 1933 Act Regulations) of the Securities and at the date hereof, the Company was not and is not an "ineligible issuer," as defined in Rule 405.

(ii) Registration Statement, Prospectus and Disclosure at Time of Sale. The Original Registration Statement became effective upon filing with the Commission under Rule 462(e) of the 1933 Act Regulations ("Rule 462(e)") on August 17, 2017. No stop order suspending the effectiveness of the Registration Statement nor any notice objecting to its use has been issued under the 1933 Act and no proceedings for that purpose have been instituted or are pending or, to the knowledge of the Company, have been threatened by the Commission, and any request on the part of the Commission for additional information has been complied with.

To the extent that any offer that is a written communication relating to the Securities was made prior to the filing of the Original Registration Statement by the Company or any person acting on its behalf (within the meaning, for this paragraph only, of Rule 163(c) of the 1933 Act Regulations), such communication has been filed with the Commission in accordance with the exemption provided by Rule 163 and otherwise

complied with the requirements of Rule 163, including without limitation the legending requirement, to qualify such offer for the exemption from Section 5(c) of the 1933 Act provided by Rule 163.

At the respective times the Original Registration Statement and each amendment thereto became effective, at each deemed effective date with respect to the offering of the Securities, as determined for the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations, and at the Closing Time, the Registration Statement complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations and the Trust Indenture Act of 1939, as amended (the "1939 Act"), and the rules and regulations of the Commission under the 1939 Act (the "1939 Act Regulations"), and did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

Neither the Prospectus nor any amendments or supplements thereto, at their respective dates and at the Closing Time included or will include an untrue statement of a material fact or omitted 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 Preliminary Prospectus and the Prospectus, when so filed with the Commission, complied in all material respects with the 1933 Act Regulations and the Preliminary Prospectus and the Prospectus delivered to the Underwriters for use in connection with this offering were identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

As of the Applicable Time, (i) the Disclosure Package and (ii) each electronic road show, approved by the Company, when taken together as a whole with the Disclosure Package, did not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

As used in this subsection and elsewhere in this Agreement:

"Applicable Time" means 3:30 P.M. (Eastern time) on April 23, 2018 or such other time as agreed by the Company and the Underwriters.

"Disclosure Package" means (i) the Preliminary Prospectus used most recently prior to the Applicable Time, (ii) the Issuer Free Writing Prospectuses, if any, identified in Schedule C hereto, (iii) the final term sheet prepared and filed pursuant to Section 3(b) hereof, if any, and (iv) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Free Writing Prospectus" means a free writing prospectus, as defined in Rule 405.

"Issuer Free Writing Prospectus" means any "issuer free writing prospectus," as defined in Rule 433 of the 1933 Act Regulations ("Rule 433").

Each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities or until any earlier date that the Company notified or notifies the Representatives as described in Section 3(c) hereof, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement or the Prospectus, including any document incorporated by reference therein and any preliminary or other prospectus deemed to be a part thereof that has not been superseded or modified.

The representations and warranties in this subsection shall not apply to statements in or omissions from the Registration Statement, the Prospectus or any Issuer Free Writing Prospectus made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use therein or to the part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the 1939 Act.

(iii) Incorporated Documents. The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Preliminary Prospectus and the Prospectus on or prior to the Closing Time, at the time they were filed with the Commission, complied and will comply in all material respects with the requirements of the 1933 Act and the 1933 Act Regulations or the 1934 Act, and the rules and regulations of the Commission thereunder (the "1934 Act Regulations"), as applicable, and, when read together with the other information included in the Preliminary Prospectus and the Prospectus, did not and will not contain an untrue statement of a material fact or did not and will not omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(iv) Independent Registered Public Accounting Firm. PricewaterhouseCoopers LLP, who has certified the audited financial statements, the notes related thereto and schedules included or incorporated by reference in the Registration Statement, is an independent registered public accounting firm with respect to the Company as required by the 1933 Act and the 1933 Act Regulations.

(v) Authorization of Agreement. This Agreement has been duly authorized, executed and delivered by the Company.

(vi) Financial Statements. The financial statements included in or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, together with the related schedules and notes, present fairly, in all material respects, the consolidated financial position of the Company and its consolidated subsidiaries as of the dates indicated and the results of operations and the cash flows of the Company and its consolidated subsidiaries for the periods specified. Such financial statements have been prepared in conformity with generally accepted accounting principles in the United States ("GAAP") applied on a consistent basis throughout the periods involved. The financial

statement schedules, if any, included in the Registration Statement present fairly, in all material respects, in accordance with GAAP the information required to be stated therein. The selected financial data and the summary financial information included or incorporated by reference in the 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 consolidated financial statements included or incorporated by reference in the Registration Statement. The interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(vii) No Material Adverse Change in Business. Since the respective dates as of which information is given in the Registration Statement, the Disclosure Package and the Prospectus, except as otherwise stated therein or contemplated thereby, there has not been (A) any change which (i) would reasonably be expected to have a material adverse effect on the performance of this Agreement or the consummation of any of the transactions contemplated hereby or (ii) would reasonably be expected to have a material adverse effect on the financial condition, operations, business or properties of the Company and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business (a "Material Adverse Effect"), (B) any transaction entered into by the Company or the Significant Subsidiary, other than in the ordinary course of business, that is material to the Company and its subsidiaries, considered as one enterprise, or (C) any material change in the capital stock or long-term debt of the Company or the Significant Subsidiary, or any dividend (other than ordinary quarterly dividends and supplemental dividends declared, paid or made in the ordinary course of business) or distribution of any kind declared, paid or made by the Company on its capital stock.

(viii) Good Standing of the Company. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware with corporate power and authority under such laws to own, lease and operate its properties and conduct its business as described in the Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement; and the Company is authorized or qualified to transact business as a foreign corporation in each other jurisdiction in which it owns or leases property of a nature, or transacts business of a type, that would make such authorization or qualification necessary, except to the extent that such failure would not have a Material Adverse Effect.

(ix) Good Standing of Significant Subsidiary. Nucor-Yamato Steel Company (Limited Partnership), a Delaware limited partnership (the "Significant Subsidiary" as such term is defined in Rule 1-02 under Regulation S-X), is a limited partnership duly organized, validly existing and in good standing under the laws of the State of Delaware with partnership power and authority under such laws to own, lease and operate its properties and conduct its business; and the Significant Subsidiary is authorized or qualified to transact business as a foreign entity in each jurisdiction in which it owns or leases property of a nature, or transacts business of a type, that would make such

authorization or qualification necessary, except to the extent that such failure would not have a Material Adverse Effect.

(x) Investment Company. The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus, will not be an "investment company" as defined in the Investment Company Act of 1940, as amended (the "1940 Act").

(xi) Authorization of Indenture. The Indenture and any supplement thereto, or board resolution or action of authorized officers of the Company, setting forth the terms of the Securities has been duly authorized by the Company and duly qualified under the 1939 Act and, when duly executed and delivered by the Company and the Trustee, will constitute a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); and the Indenture will conform in all material respects to the description thereof in the Disclosure Package and the Prospectus.

(xii) Authorization of Securities. The Securities have been duly authorized by the Company. When executed, authenticated, issued and delivered in the manner provided for in the Indenture and sold and paid for as provided in this Agreement, the Securities will constitute valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law); and the Securities will conform in all material respects to the description thereof in the Disclosure Package and the Prospectus.

(xiii) Absence of Defaults and Conflicts. Neither the Company nor the Significant Subsidiary is in violation of its charter or bylaws, or similar organizational documents, or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it may be bound or to which any of its properties may be subject, except for such defaults that would not individually or in the aggregate result in a Material Adverse Effect. The execution, delivery and performance of this Agreement and the Indenture by the Company, the issuance and delivery of the Securities, the consummation by the Company of the transactions contemplated in this Agreement, in the Prospectus and in the Registration Statement and compliance by the Company with the terms of this Agreement and the Indenture, have been duly authorized by all necessary corporate action on the part of the Company and do not and will not result in any violation of the charter or bylaws of

the Company, and do not and will not conflict with, or result in a breach of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company under (A) any contract, indenture, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company is a party or by which it may be bound or to which any of its properties may be subject or (B) any existing applicable law, rule, regulation, judgment, order or decree of any government, governmental instrumentality or court, domestic or foreign, having jurisdiction over the Company or any of the Company's or the Significant Subsidiary's respective properties (except for, in each case, such violations, conflicts, breaches or defaults or liens, charges or encumbrances that would not individually or in the aggregate have a Material Adverse Effect).

(xiv) Absence of Further Requirements. No filing with, or authorization, approval, consent, license, registration, qualification or decree of any government, governmental instrumentality or court (other than under those required and obtained under the 1933 Act, the 1933 Act Regulations, the 1939 Act and the securities or blue sky laws of the various states) is necessary or required for the performance by the Company of its obligations hereunder, in connection with the offering, the issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement or for the due execution, delivery or performance of this Agreement or the Indenture by the Company.

(xv) Absence of Proceedings. Except as disclosed in the Disclosure Package and the Prospectus, there is no action, suit or proceeding before or by any government, governmental instrumentality or court, domestic or foreign, now pending or, to the knowledge of the Company, threatened against or affecting the Company or any subsidiary that the Company reasonably believes would individually or in the aggregate result in a Material Adverse Effect, or that would materially adversely affect the consummation of the transactions contemplated in this Agreement. There are no pending legal or governmental proceedings that are required under the 1933 Act to be described in the Registration Statement, the Disclosure Package or the Prospectus that are not so described in the Registration Statement, the Disclosure Package and the Prospectus.

(xvi) Accuracy of Exhibits. There are no contracts or documents which are required to be described in the Registration Statement, the Disclosure Package, the Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto that are not described and filed as required.

(xvii) Insurance. The Company and each of its subsidiaries are insured by insurers of nationally recognized financial responsibility against such losses and risks and in such amounts as are prudent in the businesses in which they are engaged; and neither the Company nor any of its subsidiaries has any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at a cost that would not have a Material Adverse Effect.

(xviii) Possession of Licenses and Permits. The Company and the Significant Subsidiary each has all governmental licenses, permits, certificates, consents,

exemptions, franchises, orders, approvals and other authorizations (collectively, "Governmental Licenses") issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to own or lease, as the case may be, and to operate its properties and to carry on its business as presently conducted, except where failure to own or possess such Governmental Licenses would not have a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, individually or in the aggregate, result in a Material Adverse Effect; and neither the Company nor the Significant Subsidiary has received any notice of proceedings relating to revocation of any such Governmental Licenses, except where such revocation would not have a Material Adverse Effect.

(xix) Possession of Intellectual Property. The Company and the Significant Subsidiary each owns or possesses, or can acquire on reasonable terms, adequate patents, patent licenses, inventions and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) trademarks, service marks, trade names or other intellectual property (collectively, "Intellectual Property") necessary to carry on its business in all material respects as presently conducted, and neither the Company nor the Significant Subsidiary has received any notice of infringement of or conflict with asserted rights of others with respect to any Intellectual Property which would render any Intellectual Property invalid or inadequate to protect the interest of the Company or any of its subsidiaries therein, and which infringement or conflict (if the subject of any unfavorable decision, ruling or finding) or invalidity or inadequacy would, individually or in the aggregate, result in a Material Adverse Effect.

(xx) Absence of Labor Dispute. There are no existing or, to the knowledge of the Company, imminent labor disputes or disturbances with employees of the Company or the Significant Subsidiary which the Company reasonably believes would, individually or in the aggregate, have a Material Adverse Effect.

(xxi) Absence of Market Stabilization. Prior to the date hereof, neither the Company nor any of its affiliates has taken, directly or indirectly, any action which was designed to or which has constituted or which would reasonably be expected to cause or result in stabilization or manipulation of the price of the Securities in connection with the offering.

(xxii) Environmental Laws and Other Regulations. Neither the Company nor any of its subsidiaries has violated any foreign, federal, state or local law, regulation or rule relating to pollution, the protection of human health and safety, the environment or Hazardous Materials (as defined below) ("Environmental Laws"), any provisions of the Employee Retirement Income Security Act of 1974, as amended, or any provisions of the Foreign Corrupt Practices Act of 1977, as amended, or the rules and regulations promulgated thereunder (the "FCPA"), except for such violations which, individually or in the aggregate, would not have a Material Adverse Effect.

In the ordinary course of business, the Company and its subsidiaries conduct periodic reviews of the effect of Environmental Laws on their assets and operations, and, on the basis of such reviews, the Company has concluded that there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permits, licenses, consents, authorizations or other approvals, any related constraints on operating activities and any potential liabilities to third parties) in excess of reserves that have been established which would, individually or in the aggregate, have a Material Adverse Effect.

There is no pending claim, cause of action or written notice from any person or entity alleging potential liability (including, without limitation, alleged or potential liability or investigatory costs, cleanup costs, governmental response costs, natural resource damages, property damages, personal injuries or penalties) of the Company or any of its subsidiaries arising out of, based on or resulting from (A) the presence or release into the environment of any Hazardous Material at any location, whether or not owned by the Company or any of its subsidiaries, as the case may be, or (B) any violation of any Environmental Law, which, in either case, would, individually or in the aggregate, have a Material Adverse Effect. The term "Hazardous Material" means (i) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, (ii) any "hazardous waste" as defined by the Resource Conservation and Recovery Act, as amended, (iii) any petroleum or petroleum product, (iv) any polychlorinated biphenyl, (v) any asbestos, and (vi) any other pollutant or contaminant or hazardous, dangerous or toxic chemical, material, waste or substance regulated under or within the meaning of any Environmental Law, or with respect to which liability or standards of conduct may be imposed thereunder.

(xxiii) Accounting Controls and Disclosure Controls. Each of the Company and the Significant Subsidiary maintains a system of internal accounting controls sufficient to provide reasonable assurance that (1) transactions are executed in accordance with management's general or specific authorization; (2) transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain accountability for assets; (3) access to assets is permitted only in accordance with management's general or specific authorization; (4) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (5) the interactive data in eXtensible Business Reporting Language incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as described in the Preliminary Prospectus and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

The Company and its consolidated subsidiaries employ disclosure controls and procedures that are designed to ensure that information required to be disclosed by the Company in the reports that it files with or submits to the Commission under the 1934 Act is recorded, processed, summarized and reported, within the time periods specified in the Commission's rules and forms, and is accumulated and communicated to the Company's management, including its principal executive officer or officers and principal financial officer or officers, as appropriate, to allow timely decisions regarding disclosure.

(xxiv) Compliance with the Sarbanes-Oxley Act. The Company is in compliance, in all material respects, with the applicable provisions of the Sarbanes-Oxley Act of 2002, as amended.

(xxv) Capitalization. The Company has an authorized capitalization as set forth in the Prospectus, and all of the issued shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable; and all of the outstanding partnership interests of the Significant Subsidiary owned by the Company have been duly authorized and validly issued, are fully paid and non-assessable and are beneficially owned by the Company, free and clear of any pledge, lien, security interest, charge, claim or encumbrance of any kind.

(xxvi) Title to Property. The Company and its subsidiaries have good and marketable title in fee simple to all real property which they own and good title to all personal property owned by them, in each case, free and clear of all liens, encumbrances and defects except as would not individually or in the aggregate have a Material Adverse Effect; and any real property and buildings held under lease by the Company and its subsidiaries are held by them under valid and enforceable leases except as would not individually or in the aggregate have a Material Adverse Effect.

(xxvii) No Unlawful Payments. None of the Company, any of its subsidiaries or, to the best of the Company's knowledge, any director, officer, agent, employee or affiliate of the Company or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of either (1) the FCPA, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an 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 "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA or (2) the U.K. Bribery Act 2010 (the "Bribery Act"), and the Company, its subsidiaries and, to the best of the Company's knowledge, its affiliates have conducted their businesses in compliance with the FCPA and the Bribery Act and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith.

(xxviii) Compliance with Money Laundering Act. The operations of the Company 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 in such jurisdictions (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 Company or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the Company's knowledge, threatened.

(xxix) No Conflict with OFAC Laws. None of the Company, any of its subsidiaries or, to the knowledge of the Company, any director, officer, agent, employee, or affiliate of the Company or any of its subsidiaries, or representative of the Company or any of its subsidiaries acting on its or their behalf, is an individual or entity ("Person") currently the subject or target of any sanctions administered or enforced by the United States Government, including, without limitation, the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the United Nations Security Council ("UNSC"), the European Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions"), nor is the Company located, organized or resident in a country or territory that is the subject of Sanctions; and the Company will not directly or indirectly use the proceeds from the issuance and sale of the Securities, or lend, contribute or otherwise make available such proceeds to any subsidiaries, joint venture partners or other Person, to fund any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject of Sanctions or in any other manner that will result in a violation by any Person (including any Person participating in the transaction, whether as underwriter, advisor, investor or otherwise) of Sanctions.

(xxx) Taxes. The Company has timely filed or caused to be filed all material tax returns which, to the best of the knowledge of the Company, are required to be filed by it or its subsidiaries, and the Company has paid or caused to be paid (a) all taxes shown to be due and payable on said returns; or (b) all taxes shown to be due and payable on any assessments in which it has received notice made against it or any of its property and all other material taxes required to be paid by the Company or any of its subsidiaries, other than any taxes, fees or other charges with respect to which the failure to pay, in the aggregate, would not have a Material Adverse Effect or which are being contested in good faith by appropriate proceedings and for which adequate reserves have been provided.

(xxxi) Distribution of Offering Material by the Company. The Company has not distributed and will not distribute, prior to the later of the Closing Time and the completion of the Underwriters' distribution of the Securities, any offering material in connection with the offering and sale of the Securities other than the Registration Statement, the Preliminary Prospectus, the Prospectus, any Issuer Free Writing Prospectus reviewed and consented to by the Representatives and included in Schedule C hereto or any electronic road show or other written communications reviewed and consented to by the Representatives and identified in Schedule D hereto (each, a

"Company Additional Written Communication"). Each such Company Additional Written Communication, when taken together with the Disclosure Package, did not, and at the Closing Time 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. The preceding sentence does not apply to statements in or omissions from the Company Additional Written Communication based upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives specifically for use therein.

(xxxii) Cybersecurity. (i) (A) Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, there has been no security breach or other compromise of or relating to any of the Company's or the Significant Subsidiary's information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "IT Systems and Data") and (B) the Company and the Significant Subsidiary have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data, except as would not, in the case of this clause (i), reasonably be expected to result in a Material Adverse Effect; (ii) the Company and the Significant Subsidiary 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, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of this clause (ii), individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; and (iii) the Company and the Significant Subsidiary have implemented commercially reasonable backup and disaster recovery technology.

(b) *Officer's Certificate*. Any certificate signed by any officer of the Company or any of its subsidiaries and delivered to you or to counsel for the Underwriters shall be deemed a representation and warranty by the Company to each Underwriter as to the matters covered thereby.

Section 2. Sale and Delivery to the Underwriters; Closing.

(a) *Securities*. On the basis of the representations and warranties herein contained, and subject to the terms and conditions herein set forth, the Company agrees to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company, at a purchase price of 99.202% (with respect to the 2028 Notes) and of 98.415% (with respect to the 2048 Notes) of the principal amount thereof, plus, in each case, accrued interest, if any, from April 26, 2018 to the Closing Time (as defined below), the principal amount of Securities set forth opposite the name of such Underwriter in Schedule A hereto, plus any additional principal amount of Securities that such Underwriter may become obligated to purchase pursuant to Section 10 hereof.

(b) *Payment*. Payment of the purchase price for, and delivery of, the Securities shall be made at the offices of Shearman & Sterling LLP, 599 Lexington Avenue, New York, New York 10022, or at such other place as shall be agreed upon by the Company and you, at 10:00 A.M. (Eastern time) on the third full business day after the date of this Agreement (unless postponed pursuant to Section 10 hereof), or at such other time not more than ten full business days thereafter as you and the Company shall determine (such date and time of payment and delivery being herein called the "Closing Time"). Payment shall be made to the Company by wire transfer of immediately available funds to an account designated by the Company, against delivery to you for the respective accounts of the several Underwriters of the Securities to be purchased by them.

(c) *Denominations; Registration*. The Securities to be purchased by the Underwriters shall be in such denominations and registered in such names as you may request in writing at least one full business day before the Closing Time. The Securities will be made available in New York City for examination by you not later than 10:00 A.M. (Eastern time) on the business day prior to the Closing Time.

Section 3. Certain Covenants of the Company. The Company covenants with each Underwriter as follows:

(a) *Compliance with Securities Regulations and Commission Requests; Payment of Filing Fees*. During the period in which a prospectus relating to the Securities is required to be delivered by an Underwriter or would be required but for Rule 172 under the 1933 Act, the Company, subject to Section 3(b) 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 new registration statement relating to the Securities shall become effective, or any supplement to the Prospectus or any amended Prospectus relating to the Securities shall have been filed, (ii) of the receipt of any comments from the Commission relating to the Registration Statement or the Prospectus, (iii) of any request by the Commission for any amendment to the Registration Statement or the filing of a new registration statement or any amendment or supplement to the Prospectus or any document incorporated by reference therein or otherwise deemed to be a part thereof or for additional information, (iv) of the issuance by the Commission of any stop order suspending the effectiveness of the Registration Statement or such new registration statement or of any notice objecting to its use or of any order preventing or suspending the use of the Preliminary Prospectus, or of the suspension of the qualification of the Securities for offering or sale in any jurisdiction, or, upon becoming aware, of the initiation or threatening of any proceedings for any of such purposes or of any examination pursuant to Section 8(e) of the 1933 Act concerning the Registration Statement and (v) if the Company becomes the subject of a proceeding under Section 8A of the 1933 Act in connection with the offering of the Securities. The Company will effect the filings required under Rule 424(b), in the manner and within the time period required by Rule 424(b), and will take such steps as it deems necessary to ascertain promptly whether the form of prospectus transmitted for filing under Rule 424(b) was received for filing by the Commission and, in the event that it was not, it will promptly file such prospectus. During the period in which a prospectus relating to the Securities is required to be delivered by an Underwriter or would be required but for Rule 172 under the 1933 Act, the Company will make every reasonable effort to prevent the issuance of any stop order or the occurrence of any

suspension of the Registration Statement and, if any stop order is issued, or a suspension occurs, or any notice of objection is received, to obtain the lifting thereof or relief from such stop order, suspension or objection at the earliest possible moment, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement. The Company shall pay the required Commission filing fees relating to the Securities within the time required by Rule 456(b)(1)(i) of the 1933 Act Regulations and otherwise in accordance with Rules 456(b) and 457(r) of the 1933 Act Regulations (including, if applicable, by updating the "Calculation of Registration Fee" table in accordance with Rule 456(b)(1)(ii) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b)).

(b) *Filing of Amendments and Exchange Act Documents; Preparation of Final Term Sheet*. During the period in which a prospectus relating to the Securities is required to be delivered by an Underwriter or would be required but for Rule 172 under the 1933 Act, the Company will give the Representatives notice of its intention to file or prepare any amendment to the Registration Statement or new registration statement relating to the Securities or any amendment, supplement or revision to either the Preliminary Prospectus or the Prospectus, whether pursuant to the 1933 Act, the 1934 Act or otherwise, and the Company will furnish the Representatives with copies of any such documents 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 document to which the Representatives or counsel for the Underwriters shall reasonably object. The Company has given the Representatives notice of any filings made pursuant to the 1934 Act or the 1934 Act Regulations within 48 hours prior to the Applicable Time; the Company will give the Representatives notice of its intention to make any such filing from the Applicable Time to the Closing Time and will furnish the Representatives with copies of any such documents a reasonable amount of time prior to such proposed filing and will not file or use any such document to which the Representatives or counsel for the Underwriters shall reasonably object. The Company will prepare a final term sheet (the "Final Term Sheet") reflecting the final terms of the Securities, in form and substance reasonably satisfactory to the Representatives and contained in Schedule B hereto, and shall file such Final Term Sheet as an Issuer Free Writing Prospectus as soon as practicable after the pricing of the Securities.

(c) *Continued Compliance with Securities Laws*. The Company will comply with the 1933 Act and the 1933 Act Regulations, the 1934 Act and the 1934 Act Regulations, and the 1939 Act and the 1939 Act Regulations so as to permit the completion of the distribution of the Securities as contemplated in this Agreement and the Prospectus. If at any time when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities by any Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary, in the opinion of counsel for the Underwriters or counsel for the Company, to amend the Registration Statement or amend or supplement the Disclosure Package or the Prospectus in order that the Disclosure Package and the Prospectus will not include an 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 if it shall be necessary, in the opinion of either such counsel, at any such time to amend the Registration Statement or to file a new registration statement or amend or supplement the Disclosure Package or the Prospectus in order to comply with the requirements of the 1933 Act or the 1933 Act Regulations, the Company will promptly prepare and file with the Commission,

subject to Section 3(b) hereof, such amendment, supplement or new registration statement as may be necessary to correct such untrue statement or omission or to comply with such requirements. The Company will use its reasonable best efforts to have such amendment, supplement or new registration statement declared effective as soon as practicable (if it is not an automatic shelf registration statement with respect to the Securities) and the Company will furnish to the Underwriters such number of copies of such amendment, supplement or new registration statement as the Underwriters may reasonably request. During the period in which a prospectus relating to the Securities is required to be delivered by an Underwriter or would be required but for Rule 172 under the 1933 Act, 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 or incorporated by reference in the Registration Statement (or any other registration statement relating to the Securities), the Prospectus or the Preliminary 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 prevailing at that subsequent time, not misleading, the Company will promptly notify the Representatives 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.

(d) *Delivery of the Registration Statement*. The Company has furnished or will furnish to you, without charge, as many signed copies of the Original Registration Statement and of all amendments thereto, copies of all exhibits and documents filed therewith or incorporated by reference therein or otherwise deemed to be a part thereof (other than documents required to be filed under the 1934 Act that upon filing are deemed to be incorporated by reference therein and through the end of the period when a prospectus is required by the 1933 Act to be delivered in connection with sales of the Securities) and signed copies of all consents and certificates of experts, as you may reasonably request, and has furnished or will furnish to you, for each of the Underwriters, one conformed copy of the Original Registration Statement and of each amendment thereto (including documents incorporated by reference in the Prospectus but without exhibits, other than documents required to be filed under the 1934 Act that upon filing are deemed to be incorporated by reference therein). The copies of the Original Registration Statement and each amendment thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(e) *Delivery of Prospectuses*. The Company has delivered to each Underwriter, without charge, an electronic copy of the Preliminary Prospectus, and the Company hereby consents to the distribution of such Preliminary Prospectus to prospective investors and to the use of such copies for purposes permitted by the 1933 Act. The Company will furnish to each Underwriter, without charge, during the period when the Prospectus is required to be delivered under the 1933 Act, such number of copies of the Prospectus (as amended or supplemented) as such Underwriter may reasonably request. The copies of the Prospectus and any amendments or supplements thereto furnished to the Underwriters will be identical to the electronically transmitted copies thereof filed with the Commission pursuant to EDGAR, except to the extent permitted by Regulation S-T.

(f) *Blue Sky Qualifications*. The Company will use its reasonable best efforts, in cooperation with the Underwriters, to qualify the Securities for offering and sale under the applicable securities laws of such states and other jurisdictions as you may reasonably designate and will maintain such qualifications in effect for a period of not less than one year from the date hereof; provided, however, that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject. The Company will also supply the Underwriters with such information as is necessary for the determination of the legality of the Securities for investment under the laws of such jurisdictions as the Underwriters may request.

(g) *Rule 158*. The Company will timely file such reports pursuant to the 1934 Act as are necessary in order to make generally available to its security holders as soon as practicable an earnings 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.

(h) *Rating of Securities*. The Company shall take all reasonable action necessary to enable Moody's Investors Service, Inc. and Standard & Poor's Ratings Services, a subsidiary of S&P Global Inc. to provide their respective credit ratings of the Securities issued by the Company.

(i) *Use of Proceeds*. The Company will use the net proceeds received by it from the sale of the Securities in the manner specified in the Prospectus under the caption "Use of Proceeds."

(j) *Reporting Requirements*. The Company, during the period when the Prospectus is required to be delivered under the 1933 Act, will file all documents required to be filed with the Commission pursuant to the 1934 Act within the time periods required by the 1934 Act and the 1934 Act Regulations.

(k) *Issuer Free Writing Prospectuses*. The Company represents and agrees that, unless it obtains the prior consent of the Representatives, and each Underwriter represents and agrees that, unless it obtains the prior consent of the Company and the Representatives, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a Free Writing Prospectus required to be filed with the Commission; provided, however, that, prior to the preparation of the Final Term Sheet in accordance with Section 3(b) hereof, the Underwriters are authorized to use information with respect to the final terms of the Securities in communications conveying information relating to the offering to prospective investors. Any such free writing prospectus consented to by the Company and the Representatives is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company represents that it has treated or agrees that it will treat each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and has complied and will comply with the requirements of Rule 433 applicable to any Permitted Free Writing Prospectus, including timely filing with the Commission where required, legending and record keeping.

Section 4. Payment of Expenses.

(a) *Expenses*. The Company will pay and bear all costs and expenses incident to the performance of its obligations under this Agreement, including (i) the preparation, printing and filing of the Registration Statement (including financial statements and any schedules or exhibits and any documents incorporated therein by reference), as originally filed and as amended, the Disclosure Package and the Prospectus and any amendments or supplements thereto, and the cost of furnishing copies thereof in accordance with Section 3 hereof to the Underwriters, (ii) the preparation, printing and distribution of this Agreement, the Indenture and the Securities, (iii) the delivery of the Securities to the Underwriters, (iv) the fees and disbursements of the Company's counsel and accountants, (v) the qualification of the Securities under the applicable securities laws in accordance with Section 3(f) hereof and any filing for review of the offering with the Financial Industry Regulatory Authority ("FINRA"), including filing fees and fees and disbursements of counsel for the Underwriters in connection therewith and in connection with the qualification of the Securities under the applicable securities or blue sky laws of the various states and other jurisdictions, (vi) any fees charged by rating agencies for rating the Securities and (vii) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee, in connection with the Indenture and the Securities.

(b) *Termination of Agreement*. If this Agreement is terminated by you in accordance with the provisions of Section 5 or Section 9(a)(i) or (a)(iii) hereof (but only with respect to the Securities), the Company shall reimburse the Underwriters for all their out-of-pocket expenses, including the fees and disbursements of counsel for the Underwriters.

Section 5. Conditions of Underwriters' Obligations. The obligations of the several Underwriters to purchase and pay for the Securities that they have respectively agreed to purchase pursuant to this Agreement are subject to the accuracy of the representations and warranties and other statements of the Company contained herein or in certificates of any officer of the Company or the Significant Subsidiary delivered pursuant to the provisions hereof, to the performance by the Company of its obligations hereunder, and to the following further conditions:

(a) *Effectiveness of Registration Statement; Filing of Prospectus; Payment of Filing Fee*. The Registration Statement has become effective and at the Closing Time no stop order suspending the effectiveness of the Registration Statement or notice objecting to its use shall have been issued under the 1933 Act and no proceedings for that purpose shall have been instituted or shall be pending or, to your knowledge or the knowledge of the Company, shall be contemplated by the Commission, and any request on the part of the Commission for additional information shall have been complied with to the satisfaction of counsel for the Underwriters. A prospectus containing the Rule 430B Information shall have been filed with the Commission in the manner and within the time period required by Rule 424(b) (or a post-effective amendment providing such information shall have been filed and become effective in accordance with the requirements of Rule 430B). The Company shall have paid the required Commission filing fees relating to the Securities within the time period required by Rule 456(1)(i) of the 1933 Act Regulations 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) either in a post-effective amendment to the Registration Statement or on the cover page of a prospectus filed pursuant to Rule 424(b).

(b) *Opinions of Moore & Van Allen PLLC, Counsel for the Company*. At the Closing Time, you shall have received signed opinions of Moore & Van Allen PLLC, counsel for the Company, dated as of the Closing Time, together with signed or reproduced copies of such opinions for each of the other Underwriters, in form and substance satisfactory to counsel for the Underwriters, to the effect that:

(i) The Company is a corporation organized, existing and in good standing under the laws of the State of Delaware, with power and authority to own, lease and operate its properties and conduct its business as described in the Disclosure Package and the Prospectus and to enter into and perform its obligations under this Agreement.

(ii) The Significant Subsidiary is a limited partnership organized, existing and in good standing under the laws of the State of Delaware, and has the power and authority under such laws to own, lease and operate its properties and conduct its business.

(iii) All of the outstanding partnership interests of the Significant Subsidiary owned by the Company have been duly authorized and validly issued, are fully paid and are beneficially owned by the Company, free and clear of any pledge, lien, security interest, charge, claim or encumbrance of any kind.

(iv) The Indenture has been duly authorized, executed and delivered by the Company and, assuming due authorization, execution and delivery by the Trustee, constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law) and except to the extent that enforcement thereof is contrary to public policy regarding the exculpation of criminal violations, intentional harm, acts of gross negligence or recklessness or violations of securities laws and regulations.

(v) The Securities have been duly authorized by the Company and, assuming that the Securities have been duly authenticated by the Trustee in the manner described in its certificate delivered to you at the Closing Time (which fact such counsel need not determine by an inspection of the Securities), the Securities have been duly executed, issued and delivered by the Company and constitute valid and binding obligations of the Company entitled to the benefits of the Indenture and enforceable against the Company in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in

equity or at law) and except to the extent that enforcement thereof is contrary to public policy regarding the exculpation of criminal violations, intentional harm, acts of gross negligence or recklessness or violations of securities laws and regulations.

(vi) There are no statutes or regulations, or any pending or threatened legal or governmental proceedings known to such counsel that are required to be described in the Disclosure Package or the Prospectus that are not described as required, or any material contracts or documents of a character required to be described or referred to in the Registration Statement, the Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement that are not described, referred to or filed as required.

(vii) No default, known to such counsel, exists in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, loan agreement, note, lease or other agreement or instrument that is described or referred to in the Registration Statement, the Prospectus or the Disclosure Package or filed as an exhibit to the Registration Statement, except for such defaults that would not individually or in the aggregate have a Material Adverse Effect.

(viii) The execution, delivery and performance of this Agreement and the Indenture by the Company, the issuance and delivery of the Securities, the consummation by the Company of the transactions contemplated in this Agreement, in the Indenture, in the Disclosure Package, in the Prospectus and in the Registration Statement, and the compliance by the Company with the terms of this Agreement, the Indenture and the Securities do not and will not result in any violation of the charter or bylaws of the Company or the limited partnership agreement of the Significant Subsidiary, and do not and will not conflict with, or result in a breach of, any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or the Significant Subsidiary under (A) any contract, indenture, mortgage, loan agreement, note, lease or any other agreement or instrument known to such counsel, to which the Company or the Significant Subsidiary is a party or by which it may be bound or to which any of its properties may be subject, (B) any existing applicable law, rule or regulation (other than the securities or blue sky laws of the various states, as to which such counsel need express no opinion), or (C) any judgment, order or decree of any government, governmental instrumentality or court, known to such counsel, having jurisdiction over the Company or the Significant Subsidiary or any of their respective properties, in each case, excepting such conflicts, breaches or defaults or liens, charges or encumbrances that would not individually or in the aggregate have a Material Adverse Effect.

(ix) The descriptions in the Disclosure Package and the Prospectus of the statutes, regulations, legal or governmental proceedings, contracts or other documents therein described are accurate and fairly summarize the information required to be shown in all material respects.

(x) This Agreement has been duly authorized, executed and delivered by the Company.

(xi) The Indenture has been duly qualified under the 1939 Act.

(xii) The Securities and the Indenture conform in all material respects as to legal matters to the descriptions thereof in the Disclosure Package and the Prospectus.

(xiii) No filing, authorization, approval, consent or license of any government, governmental instrumentality or court (other than those required and obtained under the 1933 Act, the 1939 Act and the securities or blue sky laws of the various states), is required for the valid authorization, issuance, sale and delivery of the Securities or for the execution, delivery or performance of this Agreement and the Indenture by the Company.

(xiv) The Original Registration Statement became effective under the 1933 Act on August 17, 2017; the required filing of the Preliminary Prospectus and the Prospectus pursuant to Rule 424(b) has been made in the manner and within the time period required by Rule 424(b); any required filing of each Issuer Free Writing Prospectus pursuant to Rule 433 has been made in the manner and within the time period required by Rule 433(d); and, no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use, known to such counsel, has been issued and no proceedings for that purpose, known to such counsel, have been instituted or are pending or are contemplated under the 1933 Act.

(xv) The Registration Statement and the Prospectus, excluding the documents incorporated by reference therein, and each amendment or supplement thereto (except for the financial statements, the notes and schedules thereto, other financial or earnings information and statistical or accounting data, and assessments of or reports on the effectiveness of internal control over financial reporting included or incorporated by reference therein or omitted therefrom, as to which such counsel need express no opinion), as of their respective effective or issue dates, appear on their face to have been appropriately responsive in all material respects to the requirements of the 1933 Act and the 1933 Act Regulations, and the Indenture appears on its face to have been appropriately responsive in all material respects to the requirements of the 1939 Act and the 1939 Act Regulations.

(xvi) The documents incorporated by reference in the Disclosure Package and the Prospectus (except for the financial statements, the notes and schedules thereto, other financial or earnings information and statistical or accounting data, and assessments of or reports on the effectiveness of internal control over financial reporting included or incorporated by reference therein or omitted therefrom, as to which such counsel need express no opinion), as of the dates they were filed with the Commission, appear on their face to have been appropriately responsive in all material respects to the requirements of the 1934 Act and the 1934 Act Regulations.

(xvii) The Company is not and, after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus, will not be an "investment company" as defined in the 1940 Act.

In giving such opinion, such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the States of New York and North Carolina, the Delaware General Corporation Law, the Delaware Revised Uniform Limited Partnership Act and the federal law of the United States, upon opinions of other counsel, who shall be counsel satisfactory to counsel for the Underwriters, in which case the opinion shall state that they believe you and they are entitled to so rely. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and the Significant Subsidiary and certificates of public officials.

In addition, such counsel shall provide a separate letter to the Underwriters giving assurance that such counsel have participated in the preparation of the Registration Statement, the Disclosure Package and the Prospectus and are familiar with or have participated in the preparation of the documents incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus and no facts have come to the attention of such counsel to lead them to believe that (A) the Registration Statement, including the Rule 430B Information (except for the financial statements, the notes and schedules thereto, other financial or earnings information and statistical or accounting data, and assessments of or reports on the effectiveness of internal control over financial reporting included or incorporated by reference therein or omitted therefrom and the Statement of Eligibility and Qualification (Form T-1) of the Trustee filed in connection with such Registration Statement, as to which such counsel need express no opinion), at the time the Registration Statement became effective and at each deemed effective date with respect to the Underwriters pursuant to Rule 430B(f)(2) of the 1933 Act Regulations prior to or at the Closing Time, contained any untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading, (B)(i) the Prospectus or any amendment or supplement thereto (except for the financial statements, the notes and schedules thereto, other financial or earnings information and statistical or accounting data, and assessments of or reports on the effectiveness of internal control over financial reporting included or incorporated by reference therein or omitted therefrom, as to which such counsel need express no opinion), as of the date of the Prospectus and as of the Closing Time, or (ii) the Disclosure Package, as of the Applicable Time, included or include an untrue statement of a material fact or omitted 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, or (C) the documents incorporated by reference in the Disclosure Package and the Prospectus (except for the financial statements, the notes and schedules thereto, other financial or earnings information and statistical or accounting data, and assessments of or reports on the effectiveness of internal control over financial reporting included therein or omitted therefrom, as to which such counsel need express no opinion, and except to the extent that any statement therein is modified or superseded in the Disclosure Package and the Prospectus), as of the dates they were filed with the Commission, included an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(c) *Opinion of Counsel for the Underwriters*. At the Closing Time, you shall have received the favorable opinion of Shearman & Sterling LLP, counsel for the Underwriters, dated as of the Closing Time, together with signed or reproduced copies of such opinion for each

of the other Underwriters with respect to such matters as the Representatives may require. In giving such opinion such counsel may rely, as to all matters governed by the laws of jurisdictions other than the law of the State of New York, the Delaware General Corporation Law and the federal law of the United States, upon the opinions of counsel satisfactory to you. Such counsel may also state that, insofar as such opinion involves factual matters, they have relied, to the extent they deem proper, upon certificates of officers of the Company and the Significant Subsidiary and certificates of public officials; provided that such certificates have been delivered to the Underwriters.

(d) *Officers' Certificate*. At the Closing Time, (i) the Registration Statement, the Disclosure Package and the Prospectus, as they may then be amended or supplemented, shall contain all statements that are required to be stated therein under the 1933 Act and the 1933 Act Regulations and in all material respects shall conform to the requirements of the 1933 Act and the 1933 Act Regulations and the 1939 Act and the 1939 Act Regulations, and neither the Registration Statement, the Disclosure Package nor the Prospectus, as they may then be amended or supplemented, shall contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (ii) since the time of execution of this Agreement or since the respective dates as of which information is given in the Prospectus and the Disclosure Package, there shall not have been any material adverse change in the business, operations or financial condition of the Company and its subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business, (iii) no action, suit or proceeding shall be pending or, to the knowledge of the Company, threatened against the Company or any subsidiary of the Company that would be required to be set forth in the Disclosure Package and the Prospectus other than as set forth therein and no proceedings shall be pending or, to the knowledge of the Company, threatened against the Company or any subsidiary of the Company before or by any government, governmental instrumentality or court, domestic or foreign, that could result in any material adverse change in the business, operations or financial condition of the Company and its subsidiaries, considered as one enterprise, other than as set forth in the Disclosure Package and the Prospectus, (iv) the Company shall have complied with all agreements and satisfied all conditions on its part to be performed or satisfied relating to the transactions contemplated by this Agreement, the Indenture, the Registration Statement, the Disclosure Package and the Prospectus at or prior to the Closing Time and (v) the other representations and warranties of the Company set forth in Section 1(a) hereof shall be accurate as though expressly made at and as of the Closing Time. At the Closing Time, you shall have received a certificate of the Chief Executive Officer or an Executive Vice President, and the Treasurer or Assistant Treasurer or Controller, of the Company, dated as of the Closing Time, to such effect.

(e) *Independent Registered Public Accounting Firm's Comfort Letter*. At the date of this Agreement, you shall have received from PricewaterhouseCoopers LLP a letter, dated as of the date of this Agreement, in form and substance reasonably satisfactory to you and PricewaterhouseCoopers LLP, together with signed or reproduced copies of such letter for each of the other Underwriters, containing statements and information of the type ordinarily included in Independent Registered Public Accounting Firm's "comfort letters" to underwriters with respect to the financial statements and certain financial information incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus and the specified date referred to therein shall be a date not more than three days prior to the date of this Agreement.

(f) *Bring-down Comfort Letter*. At the Closing Time, you shall have received from PricewaterhouseCoopers LLP a letter, dated as of the Closing Time, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (e) of this Section 5, except that the specified date referred to shall be a date not more than two business days prior to the Closing Time.

(g) *Rating Agencies*. Subsequent to the execution and delivery of this Agreement and prior to the Closing Time, there shall not have been any downgrading, nor any notice given of any intended or potential downgrading or of a possible change that does not indicate the direction of the possible change, in the rating accorded any of the Company's debt securities, including the Securities, by any "nationally recognized statistical rating organization," as such term is defined in Section 3(a)(62) of the 1934 Act.

(h) *Additional Documents*. At the Closing Time, counsel for the Underwriters shall have been furnished with all such documents, certificates and opinions as they may reasonably request for the purpose of enabling them to pass upon the issuance and sale of the Securities as contemplated in this Agreement and the matters referred to in Section 5(c) hereof and in order to evidence the accuracy and completeness of any of the representations, warranties or statements of the Company, the performance of any of the covenants of the Company, or the fulfillment of any of the conditions herein contained; and all proceedings taken by the Company at or prior to the Closing Time in connection with the authorization, issuance and sale of the Securities as contemplated in this Agreement shall be reasonably satisfactory in form and substance to you and to counsel for the Underwriters.

(i) *CFO Certificate*. On the date of this Agreement and at the Closing Time, as the case may be, the Company shall have furnished to the Representatives a certificate, dated the respective dates of delivery thereof and addressed to the Underwriters, signed on behalf of the Company by its chief financial officer with respect to certain financial data contained in the Disclosure Package and the Prospectus, providing "management comfort" with respect to such information, in form and substance reasonably satisfactory to the Representatives.

(j) *Termination of Agreement*. If any of the conditions specified in this Section 5 shall not have been fulfilled when and as required by this Agreement, this Agreement may be terminated by you on notice to the Company at any time at or prior to the Closing Time, and such termination shall be without liability of any party to any other party, except as provided in Section 4 hereof. Notwithstanding any such termination, the provisions of Sections 1, 6, 7, 8 and 16 hereof shall remain in effect.

Section 6. Indemnification.

(a) *Indemnification of the Underwriters*. The Company agrees to indemnify and hold harmless each Underwriter, the directors, officers and employees of each Underwriter and each person, if any, who controls such Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act as follows:

(i) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, arising out of an untrue statement or alleged untrue statement of a material

fact contained in the Registration Statement, including the Rule 430B Information, 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 an untrue statement or alleged untrue statement of a material fact contained in any Company Additional Written Communication, any Issuer Free Writing Prospectus, including, but not limited to, the Final Term Sheet, the Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto), 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;

(ii) against any and all loss, liability, claim, damage and expense whatsoever, as incurred, to the extent of the aggregate amount paid in settlement of any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, provided that (subject to Section 6(d) hereof) any such settlement is effected with the written consent of the Company; and

(iii) against any and all expense whatsoever (including the fees and disbursements of counsel chosen by you), as reasonably incurred in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue statement or omission, or any such alleged untrue statement or omission, to the extent that any such expense is not paid under subparagraph (i) or (ii) above;

provided, however, that this indemnity agreement does not apply to any loss, liability, claim, damage or expense to the extent arising out of an untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by any Underwriter through the Representatives expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430B Information, the Preliminary Prospectus, any Company Additional Written Communication, any Issuer Free Writing Prospectus or the Prospectus (or any amendment or supplement thereto).

(b) *Indemnification of the Company, Directors and Officers*. Each Underwriter severally agrees to indemnify and hold harmless the Company, its directors, each of its officers who signed the Registration Statement and each person, if any, who controls the Company within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act against any and all loss, liability, claim, damage and expense described in the indemnity agreement contained in Section 6(a) hereof, as incurred, but only with respect to untrue statements or omissions, or alleged untrue statements or omissions, made in the Registration Statement (including any amendment thereto), including the Rule 430B Information, any Company Additional Written Communication, any Issuer Free Writing Prospectus, the Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company by such Underwriter through you expressly for use therein.

(c) *Actions Against Parties; Notification*. Each indemnified party shall give notice as promptly as reasonably practicable to each indemnifying party of any action commenced against it in respect of which indemnity may be sought hereunder, but failure to so notify an indemnifying party shall not relieve such indemnifying party from any liability hereunder to the extent it is not materially prejudiced as a result thereof and in any event shall not relieve it from any liability which it may have otherwise than on account of this indemnity agreement. In the case of parties indemnified pursuant to Section 6(a) hereof, counsel to the indemnified parties shall be selected by the Representatives and, in the case of parties indemnified pursuant to Section 6(b) hereof, counsel to the indemnified parties shall be selected by the Company. An indemnifying party may participate at its own expense in the defense of any such action and, at its option, may assume the defense thereof, with counsel reasonably satisfactory to the indemnified party; provided, however, that counsel to the indemnifying party shall not (except with the consent of the indemnified party) also be counsel to the indemnified party. After notice from the indemnifying party to the indemnified party of its election to assume the defense thereof, the indemnifying party shall not be liable to such indemnified party under such subsection for any legal expenses of other counsel or any other expenses, in each case, subsequently incurred by such indemnified party in connection with the defense thereof other than reasonable costs of investigation. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded 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, (iii) 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 the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party.

No indemnifying party shall, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever in respect of which indemnification or contribution could be sought under this Section 6 or Section 7 hereof (whether or not the indemnified parties are actual or potential parties thereto), unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such litigation, investigation, proceeding or claim and (ii) does not include a statement as to or an admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) *Settlement Without Consent if Failure to Reimburse*. If at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel, such indemnifying party agrees that it shall be liable for any settlement of the nature contemplated by Section 6(a)(ii) hereof effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received

notice of the terms of such settlement at least 30 days prior to such settlement being entered into and (iii) such indemnifying party shall not have reimbursed such indemnified party in accordance with such request prior to the date of such settlement. The indemnified party shall promptly reimburse the indemnifying party for all amounts advanced to it pursuant to this Section 6(d) (unless it is entitled to such amounts under Section 7 hereof) if it shall be finally judicially determined that such indemnified party was not entitled to indemnification hereunder and such loss, liability, claim, damage or expense arose out of (i) an untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the indemnified party expressly for use in the Registration Statement (or any amendment thereto), including the Rule 430B Information, any Company Additional Written Communication, any Issuer Free Writing Prospectus, the Preliminary Prospectus or the Prospectus (or any amendment or supplement thereto) or (ii) a fraudulent misrepresentation (within the meaning of Section 11 of the 1933 Act) by the indemnified party.

Section 7. Contribution.

If the indemnification provided for in Section 6 hereof is for any reason held to be unavailable or insufficient to hold harmless an indemnified party in respect of any losses, liabilities, claims, damages or expenses referred to therein, then each indemnifying party shall contribute to the aggregate losses, liabilities, claims, damages and expenses incurred by such indemnified party, as incurred, (i) in such proportion as is appropriate to reflect the relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, from the offering of the Securities pursuant to this Agreement or (ii) if the allocation provided by clause (i) 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 Company, on the one hand, and of the Underwriters, on the other hand, in connection with the statements or omissions which resulted in such losses, liabilities, claims, damages or expenses, as well as any other relevant equitable considerations.

The relative benefits received by the Company, on the one hand, and the Underwriters, on the other hand, in connection with the offering of the Securities pursuant to this Agreement shall be deemed to be in the same respective proportions as the total net proceeds from the offering of the Securities pursuant to this Agreement (before deducting expenses) received by the Company and the total underwriting discount and commission received by the Underwriters, in each case, as set forth on the cover of or in the Prospectus bear to the aggregate initial public offering price of the Securities as set forth on such cover.

The relative fault of the Company, on the one hand, and the Underwriters, on the other hand, shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

The Company and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 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 above in this Section 7. The aggregate amount of losses, liabilities, claims, damages and expenses incurred by an indemnified party and referred to above in this Section 7 shall be deemed to include any legal or other expenses reasonably incurred by such indemnified party in investigating, preparing or defending against any litigation, or any investigation or proceeding by any governmental agency or body, commenced or threatened, or any claim whatsoever based upon any such untrue or alleged untrue statement or omission or alleged omission.

Notwithstanding the provisions of this Section 7, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Securities underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages which such Underwriter has otherwise been required to pay by reason of any such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation.

For purposes of this Section 7, 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 and each director, officer and employee of the Underwriters shall have the same rights to contribution as such Underwriter, and each director of the Company, each officer of the Company who signed the Registration Statement, and each person, if any, who controls the Company 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 Company. The Underwriters' respective obligations to contribute pursuant to this Section 7 are several in proportion to the aggregate principal amount of Securities set forth opposite their respective names in Schedule A hereto and not joint.

Section 8. Representations, Warranties, Indemnities and Agreements to Survive Delivery. All representations, warranties, indemnities, agreements and other statements of the Company or its officers and of the Underwriters set forth in or made pursuant to this Agreement will remain operative and in full force and effect regardless of any investigation made by or on behalf of the Company, any Underwriter or any person who controls the Company or any Underwriter within the meaning of Section 15 of the 1933 Act or Section 20 of the 1934 Act and will survive delivery of and payment for the Securities.

Section 9. Termination of Agreement.

(a) *Termination Generally*. You may terminate this Agreement, by notice to the Company, at any time at or prior to the Closing Time, (i) if there has been, since the time of execution of this Agreement or since the respective dates as of which information is given in the Disclosure Package, any material adverse change in the business, operations or financial condition of the Company and its subsidiaries, considered as one enterprise, whether or not arising in the ordinary course of business, (ii) if there has occurred any material adverse change in the financial markets in the United States or the international financial markets, any outbreak of hostilities involving the United States or escalation thereof or other calamity or crisis or any change in national or international political, financial or economic conditions, in each case, the effect is such as to make it, in the judgment of the Representatives, impracticable or inadvisable

to market the Securities or enforce contracts for the sale of the Securities, (iii) if trading in any securities of the Company has been suspended or materially limited by the Commission or FINRA or if trading generally on the New York Stock Exchange (the "NYSE") has been materially suspended or limited, or minimum or maximum prices for trading have been fixed, or maximum ranges for prices for securities have been required, by the NYSE or by order of the Commission, FINRA or any other governmental authority, (iv) a material disruption has occurred in commercial banking or securities settlement or clearance services in the United States or (v) if a banking moratorium has been declared by either federal, New York or North Carolina authorities.

(b) *Liabilities*. If this Agreement is terminated pursuant to this Section 9, such termination shall be without liability of any party to any other party, except to the extent provided in Section 4 hereof. Notwithstanding any such termination, the provisions of Sections 1, 6, 7, 8 and 16 hereof shall survive such termination and remain in full force and effect.

Section 10. Default by One or More of the Underwriters. If one or more of the Underwriters shall fail at the Closing Time to purchase the Securities that it or they are obligated to purchase pursuant to this Agreement (the "Defaulted Securities"), you shall have the right, within 36 hours thereafter, to make arrangements for one or more of the non-defaulting Underwriters, or any other underwriters, to purchase all, but not less than all, of the Defaulted Securities in such amounts as may be agreed upon and upon the terms set forth in this Agreement; if, however, the non-defaulting Underwriters have not completed such arrangements within such 36-hour period, then:

(a) if the aggregate principal amount of Defaulted Securities does not exceed 10% of the aggregate principal amount of the Securities to be purchased pursuant to this Agreement, each non-defaulting Underwriter shall be obligated, each severally and not jointly, to purchase the full amount thereof in the proportions that their respective Securities underwriting obligation proportions bear to the underwriting obligations of all non-defaulting Underwriters; or

(b) if the aggregate principal amount of Defaulted Securities exceeds 10% of the aggregate principal amount of the Securities to be purchased pursuant to this Agreement, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter.

No action taken pursuant to this Section 10 shall relieve any defaulting Underwriter from liability in respect of its default.

In the event of any such default that does not result in a termination of this Agreement, either the non-defaulting Underwriters or the Company shall have the right to postpone the Closing Time for a period not exceeding seven days in order to effect any required changes in the Registration Statement or the Prospectus or in any other documents or arrangements. As used herein, the term "Underwriter" includes any person substituted for a Underwriter under this Section 10.

Section 11. Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered, mailed or transmitted by any standard form of telecommunication. Notices to the Underwriters and the Company shall be directed to the addresses specified below.

To the Company:

Nucor Corporation
1915 Rexford Road
Charlotte, NC 28211
Attention: Chief Financial Officer
Telecopy No.: (704) 362-4208

To the Underwriters:

J.P. Morgan Securities LLC
383 Madison Avenue
New York, NY 10179
Attention: High Grade Syndicate Desk – 3rd Floor
Telecopy No.: (212) 834-6081

and

Merrill Lynch, Pierce, Fenner & Smith
Incorporated
50 Rockefeller Plaza
NY1-050-12-01
New York, NY 10020
Attention: High Grade Transaction Management/Legal
Telecopy No.: (646) 855-5958

and

Wells Fargo Securities, LLC
550 South Tryon Street
Charlotte, NC 28202
Attention: Transaction Management Department
Telecopy No.: (704) 410-0326

Section 12. Parties. This Agreement herein set forth is made solely for the benefit of the several Underwriters, the Company and, to the extent expressed, any person who controls the Company or any of the Underwriters within the meaning of Section 15 of the 1933 Act, the directors, officers and employees of the Underwriters and the directors of the Company, its officers who have signed the Registration Statement, and their respective executors, administrators, successors and assigns and, subject to the provisions of Section 10 hereof, no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" shall not include any purchaser, as such purchaser, from any of the

several Underwriters of the Securities. All of the obligations of the Underwriters hereunder are several and not joint.

Section 13. No Advisory or Fiduciary Relationship. The Company acknowledges and agrees that (a) the purchase and sale of the Securities pursuant to this Agreement, including the determination of the public offering price of the Securities and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the offering 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 Company, or its stockholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favor of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Company on other matters) and no Underwriter has any obligation to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate. The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

Section 14. Integration. This Agreement supersedes all prior agreements and understandings (whether written or oral) between the Company and the Underwriters, or any of them, with respect to the subject matter hereof.

Section 15. Representation of Underwriters. The Representatives will act for the several Underwriters in connection with the transactions contemplated by this Agreement, and any action under or in respect of this Agreement taken by the Representatives will be binding upon all Underwriters.

Section 16. Governing Law and Time. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to principles of conflicts of laws. Unless otherwise indicated, specified times of the day refer to New York City time.

Section 17. Effect of Headings. The headings herein are included for convenience only and shall not affect the construction hereof.

Section 18. Counterparts. This Agreement may be executed in one or more counterparts, and when a counterpart has been executed by each party, all such counterparts taken together shall constitute one and the same agreement.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us a counterpart hereof, whereupon this instrument, along with all counterparts, will become a binding agreement between the Company and the several Underwriters in accordance with its terms.

Very truly yours,

NUCOR CORPORATION

By: /s/ James D. Frias
Name: James D. Frias
Title: Chief Financial Officer, Treasurer and Executive Vice President

CONFIRMED AND ACCEPTED
as of the date first above written:

J.P. MORGAN SECURITIES LLC

By: /s/ Som Bhattacharyya
Name: Som Bhattacharyya
Title: Executive Director

MERRILL LYNCH, PIERCE, FENNER & SMITH
INCORPORATED

By: /s/ Laurie Campbell
Name: Laurie Campbell
Title: Managing Director

WELLS FARGO SECURITIES, LLC

By: /s/ Carolyn Hurley
Name: Carolyn Hurley
Title: Director

For themselves and as Representatives of the several Underwriters named in Schedule A hereto.

SCHEDULE A

Underwriter	Principal Amount of the 2028 Notes
J.P. Morgan Securities LLC	$ 110,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 110,000,000
Wells Fargo Securities, LLC	$ 110,000,000
Deutsche Bank Securities Inc.	$ 36,667,000
RBC Capital Markets, LLC	$ 36,667,000
U.S. Bancorp Investments, Inc.	$ 36,666,000
PNC Capital Markets LLC	$ 15,000,000
SunTrust Robinson Humphrey, Inc.	$ 15,000,000
Fifth Third Securities, Inc.	$ 13,750,000
The Williams Capital Group, L.P.	$ 6,250,000
BB&T Capital Markets, a division of BB&T Securities, LLC	$ 5,000,000
MUFG Securities Americas Inc.	$ 5,000,000
Total	**$ 500,000,000**

Underwriter	Principal Amount of the 2048 Notes
J.P. Morgan Securities LLC	$ 110,000,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	$ 110,000,000
Wells Fargo Securities, LLC	$ 110,000,000
Deutsche Bank Securities Inc.	$ 36,667,000
RBC Capital Markets, LLC	$ 36,667,000
U.S. Bancorp Investments, Inc.	$ 36,666,000
PNC Capital Markets LLC	$ 15,000,000
SunTrust Robinson Humphrey, Inc.	$ 15,000,000
Fifth Third Securities, Inc.	$ 13,750,000
The Williams Capital Group, L.P.	$ 6,250,000
BB&T Capital Markets, a division of BB&T Securities, LLC	$ 5,000,000
MUFG Securities Americas Inc.	$ 5,000,000
Total	**$ 500,000,000**

SCHEDULE B

Final Term Sheet
Filed Pursuant to Rule 433
Registration Statement No. 333-220010
April 23, 2018

NUCOR CORPORATION
$500,000,000 3.950% Notes due 2028
$500,000,000 4.400% Notes due 2048

Issuer:	Nucor Corporation
Expected Ratings (Moody's / S&P)*:	Baa1 (Stable) / A- (Stable)
Trade Date:	April 23, 2018
Settlement Date**:	April 26, 2018 (T+3)
Security:	3.950% Notes due 2028 (the "2028 Notes") 4.400% Notes due 2048 (the "2048 Notes")
Principal Amount:	$500,000,000 for the 2028 Notes $500,000,000 for the 2048 Notes
Maturity Date:	May 1, 2028 for the 2028 Notes May 1, 2048 for the 2048 Notes
Benchmark Treasury:	2.750% due February 15, 2028 for the 2028 Notes 2.750% due November 15, 2047 for the 2048 Notes
Benchmark Treasury Price / Yield:	98-05 / 2.968% for the 2028 Notes 92-15 / 3.143% for the 2048 Notes
Spread to Benchmark Treasury:	T+100 bps for the 2028 Notes T+130 bps for the 2048 Notes
Yield to Maturity:	3.968% for the 2028 Notes 4.443% for the 2048 Notes
Price to Public:	99.852% of the principal amount for the 2028 Notes 99.290% of the principal amount for the 2048 Notes
Coupon:	3.950% for the 2028 Notes 4.400% for the 2048 Notes
Interest Payment Dates:	May 1 and November 1, commencing November 1, 2018
Make Whole Call:	T+15 bps for the 2028 Notes (before February 1, 2028) T+20 bps for the 2048 Notes (before November 1, 2047)
Par Call:	On or after February 1, 2028 (3 months prior to maturity) for the 2028 Notes On or after November 1, 2047 (6 months prior to maturity) for the 2048 Notes

CUSIP / ISIN:	670346 AP0 / US670346AP04 for the 2028 Notes 670346 AQ8 / US670346AQ86 for the 2048 Notes
Joint Book-Running Managers:	J.P. Morgan Securities LLC Merrill Lynch, Pierce, Fenner & Smith Incorporated Wells Fargo Securities, LLC Deutsche Bank Securities Inc. RBC Capital Markets, LLC U.S. Bancorp Investments, Inc.
Co-Managers:	PNC Capital Markets LLC SunTrust Robinson Humphrey, Inc. Fifth Third Securities, Inc. The Williams Capital Group, L.P. BB&T Capital Markets, a division of BB&T Securities, LLC MUFG Securities Americas Inc.

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

** **Pursuant to Rule 15c6-1 under the Securities Exchange Act of 1934, trades in the secondary market generally are required to settle in two business days, unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers of the notes who wish to trade the notes on the date of pricing will be required, by virtue of the fact that the notes initially will settle in T+3, to specify an alternate settlement arrangement at the time of any such trade to prevent a failed settlement. Purchasers of the notes who wish to trade the notes on the date of pricing should consult their advisors.**

The issuer has filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement 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 Web site at www.sec.gov. Alternatively, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling J.P. Morgan Securities LLC collect at 212-834-4533, Merrill Lynch, Pierce, Fenner & Smith Incorporated toll-free at 1-800-294-1322 or Wells Fargo Securities, LLC toll-free at 1-800-645-3751.

SCHEDULE C

Issuer Free Writing Prospectuses

Final Term Sheet attached at Schedule B.

SCHEDULE D

Company Additional Written Communications

Investor Presentation of the Company made available on April 20, 2018.

Electronic (Netroadshow) road show of the Company relating to the offering of the Securities made available on April 23, 2018.

Exhibit 4.1

Execution Version

FIRST SUPPLEMENTAL INDENTURE

This FIRST SUPPLEMENTAL INDENTURE, dated as of April 26, 2018 (this "First Supplemental Indenture"), is by and between NUCOR CORPORATION, a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), and U.S. BANK NATIONAL ASSOCIATION, a national banking association, as trustee (the "Trustee").

WITNESSETH

WHEREAS, pursuant to the Indenture, dated as of August 19, 2014 (the "Original Indenture"), between the Company and the Trustee, the Company may from time to time issue Debt Securities (as defined in the Original Indenture) in one or more series, bearing such rates of interest, if any, maturing at such time or times and having such other provisions as shall be fixed as hereinafter provided;

WHEREAS, Sections 2.01, 2.02, 11.01(b), 11.01(f) and 11.01(g) of the Original Indenture provide that the Company and the Trustee may, without the consent of any Holders (as defined in the Original Indenture) of Debt Securities, enter into indentures supplemental to the Original Indenture for the purpose of establishing the form and terms of Debt Securities of any series, adding, changing or eliminating provisions of the Original Indenture (subject to certain limitations provided therein) and adding to the covenants of the Company for the benefit of such series;

WHEREAS, the Company deems it advisable and in its best interests to issue and sell $500,000,000 aggregate principal amount of its 3.950% Notes due 2028 (the "2028 Notes") and $500,000,000 aggregate principal amount of its 4.400% Notes due 2048 (the "2048 Notes" and, together with the 2028 Notes, the "Notes");

WHEREAS, the Company has duly authorized the execution and delivery of an indenture in the form of this First Supplemental Indenture in order to establish the form and terms of, and to provide for the creation and issuance of, the Notes, and all things necessary to make this First Supplemental Indenture a legal, binding and enforceable agreement have been done and performed;

WHEREAS, all things necessary to make the Notes, when executed by the Company and authenticated and delivered by the Trustee or any authenticating agent and issued upon the terms and subject to the conditions of the Original Indenture against payment therefor, the valid, binding and legal obligations of the Company have been done and performed;

NOW, THEREFORE, THIS FIRST SUPPLEMENTAL INDENTURE WITNESSETH that in consideration of the promises and of the acceptance and purchase of the Notes by the Holders thereof, the Company covenants and agrees with the Trustee, for the benefit of all the present and future Holders of the Notes, as follows:

Section 1. Definitions. Terms used in this First Supplemental Indenture and not defined herein shall have the respective meanings given such terms in the Original Indenture. As

used in this First Supplemental Indenture, the following terms shall have the meanings indicated below:

"Adjusted Treasury Rate" means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that redemption date, plus 0.15% (with respect to the 2028 Notes) or 0.20% (with respect to the 2048 Notes).

"Attributable Debt" means the present value (discounted in accordance with a method of discounting which for financial reporting purposes is consistent with generally accepted accounting principles but at a discount rate of not less than 10% per annum, compounded annually) of the rental payments during the remaining term of any Sale and Leaseback Transaction for which the lessee is obligated (including any period for which such lease has been extended). Such rental payments shall not include amounts payable by the lessee for maintenance and repairs, insurance, taxes, assessments, water rates and similar charges and for contingent rents (such as those based on sales). In case of any Sale and Leaseback Transaction which is terminable by the lessee upon the payment of a penalty, such rental payments shall also include such penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated.

"Business Day" means each Monday, Tuesday, Wednesday, Thursday and Friday that is not a day on which banking institutions or trust companies in New York City (or other city in which the corporate trust office of the Trustee is located) are authorized by law, regulation or executive order to close.

"Change of Control" means the occurrence of any of the following: (i) the consummation of any transaction (including, without limitation, any merger or consolidation) resulting in any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) (other than the Company or one of its Subsidiaries) becoming 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 Voting Stock of the Company or other Voting Stock into which Voting Stock of the Company is reclassified, consolidated, exchanged or changed, measured by voting power rather than the number of shares; (ii) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in a transaction or a series of related transactions, of all or substantially all of the assets of the Company and the assets of its Subsidiaries, taken as a whole, to one or more "persons" (as that term is used in Section 13(d)(3) of the Exchange Act) (other than the Company or one of its Subsidiaries); or (iii) the first day on which a majority of the members of the Board of Directors of the Company are not Continuing Directors. Notwithstanding the foregoing, a transaction will not be considered to be a Change of Control if (i) the Company becomes a direct or indirect wholly owned Subsidiary of a holding company and (ii)(1) immediately

following that transaction, the direct or indirect holders of the Voting Stock of such holding company are substantially the same as the holders of Voting Stock of the Company immediately prior to that transaction or (2) immediately following that transaction, no person is the beneficial owner, directly or indirectly, of more than 50% of the Voting Stock of such holding company.

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

"Comparable Treasury Issue" means the U.S. Treasury security selected by the Company's choice of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated or Wells Fargo Securities, LLC, and its successors, or, if such firm is unwilling or unable to select the applicable Comparable Treasury Issue, another Reference Treasury Dealer, as having a maturity comparable to the remaining term of the Notes of that series to be redeemed that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of the Notes of that series (assuming for this purpose that such series of Notes matured on the applicable Par Call Date).

"Comparable Treasury Price" means, with respect to any redemption date, the average of the Reference Treasury Dealer Quotations for such redemption date.

"Consolidated Net Tangible Assets" means the aggregate amount of assets after deducting therefrom (i) all current liabilities and (ii) all goodwill, trade names, trademarks, patents, unamortized debt discount and expense and other like intangibles, all as set forth in the Company's most recent consolidated balance sheet.

"Continuing Directors" means, as of any date of determination, any member of the Board of Directors of the Company who (i) was a member of the Board of Directors on the date the Notes were issued or (ii) was nominated for election, elected or appointed to the Board of Directors by or with the approval (given either before or after such member's nomination, election or appointment) of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the proxy statement of the Company in which such member was named as a nominee for election as a director, without objection to such nomination).

"Exchange Act" means the Securities Exchange Act of 1934, as amended.

"First Supplemental Indenture" means this First Supplemental Indenture between the Company and the Trustee, as amended and supplemented from time to time.

"Funded Debt" means (i) all indebtedness for money borrowed having a maturity of more than 12 months from the date as of which the amount thereof is to be determined or having a maturity of less than 12 months from such date but by its terms being renewable or extendible beyond 12 months from such date at the option of the borrower and (ii) any indebtedness for borrowed money which may be payable from the proceeds under or pursuant to an agreement to provide borrowings with a maturity of more than 12 months from the date as of which the amount thereof is to be determined.

"Global Note" means a Note issued in global form and deposited with or on behalf of the Depositary, substantially in the form of the Note attached hereto as Exhibit A in respect of the 2028 Notes and substantially in the form of the Note attached hereto as Exhibit B in respect of the 2048 Notes.

"Indebtedness" means, as to any corporation or other Person, all indebtedness for money borrowed which is created, assumed, incurred or guaranteed in any manner by such corporation or other Person or for which such corporation or other Person is otherwise responsible or liable.

"Investment Grade Rating" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's and BBB– (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement Rating Agency or Rating Agencies selected by the Company.

"Lien" means any mortgage, pledge, security interest, lien or other similar encumbrance.

"Moody's" means Moody's Investors Service, Inc.

"Par Call Date" means February 1, 2028 with respect to the 2028 Notes (the date that is three months prior to the maturity date of the 2028 Notes) and November 1, 2047 with respect to the 2047 Notes (the date that is six months prior to the maturity date of the 2048 Notes).

"Principal Property" means (i) any Manufacturing Plant located in the United States, or Manufacturing Equipment located in any such Manufacturing Plant (together with the land on which such plant is erected and fixtures comprising a part thereof), owned or leased on the first date on which a Note is authenticated by the Trustee or thereafter acquired or leased by the Company or any Restricted Subsidiary, and (ii) any Shares issued by, or any interest of the Company or any Subsidiary in, any Restricted Subsidiary, other than (1) any property or Shares or interests the book value of which is less than 1% of Consolidated Net Tangible Assets or (2) any property or Shares or interests which the Board of Directors of the Company determines is not of material importance to the total business conducted, or assets owned, by the Company and its Subsidiaries, as an entirety, or (3) any portion of any property which the Board of Directors of the Company determines not to be of material importance to the use

or operation of such property. "Manufacturing Plant" does not include any plant owned or leased jointly or in common with one or more Persons other than the Company and its Restricted Subsidiaries in which the aggregate direct or indirect interest of the Company and its Restricted Subsidiaries does not exceed 50%. "Manufacturing Equipment" means manufacturing equipment in such Manufacturing Plants used directly in the production of the Company's or any Restricted Subsidiary's products and does not include office equipment, computer equipment, rolling stock and other equipment not directly used in the production of the Company's or any Restricted Subsidiary's products.

"Rating Agencies" means (i) each of Moody's and S&P and (ii) if either Moody's or S&P 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 "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) selected by the Company as a replacement Rating Agency for a former Rating Agency.

"Rating Event" means the rating on the Notes is lowered by each of the Rating Agencies and the Notes are rated below an Investment Grade Rating by each of the Rating Agencies on any day within the 60-day period (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) after the earlier of (i) the occurrence of a Change of Control and (ii) public notice of the occurrence of a Change of Control or the Company's intention to effect a Change of Control.

"Reference Treasury Dealer" means each of J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and Wells Fargo Securities, LLC, and their respective successors (each, a "Primary Treasury Dealer"); provided, however, that if any of the foregoing shall cease to be a Primary Treasury Dealer or is no longer quoting prices for U.S. Treasury securities, the Company will substitute therefor another Primary Treasury Dealer.

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

"Remaining Scheduled Payments" means, with respect to each Note to be redeemed, the remaining scheduled payments of the principal thereof and interest thereon that would be due after the related redemption date but for such redemption; provided, however, that, if such redemption date is not an interest payment date with respect to such Note, the amount of the next succeeding scheduled interest payment thereon will be deemed to be reduced by the amount of interest accrued thereon to such redemption date.

"Restricted Subsidiary" means any Subsidiary substantially all the property of which is located within the United States, other than a Subsidiary primarily engaged in investing in and/or financing the Company's or any Subsidiary's or affiliate's operations outside the United States.

"S&P" means S&P Global Ratings, a division of S&P Global Inc.

"Sale and Leaseback Transaction" means any arrangement with any Person providing for the leasing by the Company or any Restricted Subsidiary of any Principal Property of the Company or any Restricted Subsidiary, whether such Principal Property is now owned or hereafter acquired (except for leases for a term of not more than three years and except for leases between the Company and a Restricted Subsidiary or between Restricted Subsidiaries and except for leases of property executed prior to, at the time of or within one year after the later of, the acquisition, the completion of construction, including any improvements or alterations on real property, or the commencement of commercial operation of such property), which Principal Property has been or is to be sold or transferred by the Company or such Restricted Subsidiary to such Person.

"SEC" means the United States Securities and Exchange Commission.

"Secured Indebtedness" means Indebtedness secured by any Lien upon property (including Shares or Indebtedness issued by or other ownership interests in any Restricted Subsidiary) owned by the Company or any Restricted Subsidiary.

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

"Shares" means as to any corporation all the issued and outstanding equity shares (except for directors' qualifying shares) of such corporation.

"Subsidiary" means an entity more than 50% of the outstanding voting interest of which is owned, directly or indirectly, by the Company or by one or more other Subsidiaries, or by the Company and one or more other Subsidiaries. For the purposes of this definition, "voting interest" in an entity means any equity interest which ordinarily has voting power for the election of directors or their equivalent.

"Voting Stock" means, with respect to any specified "person" (as that term is used in Section 13(d)(3) of the Exchange Act) as of any date, the capital stock of such person that is at the time entitled to vote generally in the election of the board of directors of such person.

Section 2. Title, Form, Denomination and Registration of the Notes. The Company hereby creates the 2028 Notes and the 2048 Notes, each as a separate series of its Debt Securities issued pursuant to the Original Indenture. The 2028 Notes shall be designated as the

"3.950% Notes due 2028" and the 2048 Notes shall be designated as the "4.400% Notes due 2048."

The Company will issue the Notes only in registered book-entry form, without interest coupons. The Notes initially will be issued in minimum denominations of $2,000 and integral multiples of $1,000 in excess thereof.

The Notes and the Trustee's certificate of authentication thereon shall be, with respect to the 2028 Notes, substantially in the form set forth in Exhibit A hereto and, with respect to the 2048 Notes, substantially in the form set forth in Exhibit B hereto. The Notes shall have such appropriate insertions, omissions, substitutions and other variations as are required or permitted hereby and by the Original Indenture and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange, The Depository Trust Company ("DTC"), any organizational document or governing instrument or applicable law or as may, consistently herewith, be determined by the officers executing such Notes, as evidenced by their execution of the Notes. Each Global Note shall represent such of the outstanding Notes as shall be specified therein and each shall provide that it shall represent the aggregate principal amount of outstanding Notes from time to time endorsed thereon. Any portion of the text of any Note may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Note.

The Notes of each series will be in registered book-entry form represented by one or more Global Notes without interest coupons, which will be deposited with the Trustee, as custodian for DTC, and registered in the name of DTC or its nominee. DTC shall be the Depositary with respect to the Notes.

In connection with any transfer or exchange of beneficial ownership interests in the Global Notes, the aggregate principal amount of the Global Notes may from time to time be increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, pursuant to instructions from the Company in accordance with the Original Indenture, subject in each case to compliance with the rules and procedures of DTC, Euroclear Bank S.A./N.V. and Clearstream Banking, S.A., in each case to the extent applicable.

Global Notes may be exchanged for definitive Notes in registered, certificated form without interest coupons only in accordance with the provisions of the Original Indenture. All Notes in registered, certificated form shall bear and be subject to the applicable restrictive legend set forth on Exhibit A or Exhibit B (as applicable) hereto unless the Company determines otherwise in accordance with applicable law.

With respect to the Notes only, Section 2.02(c) of the Original Indenture is hereby deleted.

Section 3. Issue, Execution and Authentication. The aggregate principal amount of the 2028 Notes to be issued by the Company and authenticated and delivered under this First Supplemental Indenture is initially limited to $500,000,000 and the aggregate principal amount of the 2048 Notes to be issued by the Company and authenticated and delivered under this First

Supplemental Indenture is initially limited to $500,000,000 (in each case, subject to increases or decreases from time to time as contemplated in Section 2).

Notwithstanding the foregoing, after issuance of the Notes, the Company may reopen each series of Notes and issue additional notes from the same series of Notes by Board Resolution without the consent of or notification to any Holder, and any such additional notes will have the same ranking, interest rate, maturity date, redemption rights and other terms as the applicable series of Notes (except the public offering price, date of issuance and, if applicable, the initial interest payment date). Any such additional notes, together with the applicable series of Notes, will be consolidated with and constitute a single series of Debt Securities under the Original Indenture.

Section 4. Principal and Interest Payments; Maturity Date. (a) The 2028 Notes shall bear interest at the rate of 3.950% and the 2048 Notes shall bear interest at the rate of 4.400%, computed based on a 360-day year consisting of twelve 30-day months, from, and including, the date of issuance. Interest on the Notes will be payable semi-annually in arrears on May 1 and November 1 of each year, commencing November 1, 2018, to the Holders of the Notes as of the close of business on the immediately preceding April 15 and October 15, respectively. The principal amount of the 2028 Notes, together with all accrued and unpaid interest, shall be due and payable in full without further notice or demand on May 1, 2028, unless earlier redeemed, and the principal amount of the 2048 Notes, together with all accrued and unpaid interest, shall be due and payable in full without further notice or demand on May 1, 2048, unless earlier redeemed.

(b) Principal of and premium, if any, and interest on the Notes initially will be payable in accordance with the procedures of DTC and its participants in effect from time to time. The Notes will be exchangeable and transfers of the Notes will be registrable, subject to the limitations provided in the Original Indenture, at the principal corporate trust office of the Trustee.

(c) If any interest payment date, stated maturity date or earlier redemption date falls on a day other than a Business Day, then the required payment of principal of and premium, if any, and interest may be made on the next succeeding Business Day, as if it were made on the date payment was due, and no interest will accrue on the amount so payable for the period from and after that interest payment date, the stated maturity date or earlier redemption date, as the case may be. The Notes will not have the benefit of a sinking fund.

Section 5. Optional Redemption. (a) At any time prior to February 1, 2028 with respect to the 2028 Notes (three months prior to the maturity date of the 2028 Notes) and November 1, 2047 with respect to the 2048 Notes (six months prior to the maturity date of the 2048 Notes), the Notes will be redeemable, in whole or in part, at any time or from time to time, at the option of the Company, at a redemption price equal to the greater of:

- 100% of the principal amount of the Notes to be redeemed; or
- the sum of the present values of the Remaining Scheduled Payments on such Notes being redeemed that would be due if the Notes to be redeemed

matured on the applicable Par Call Date, discounted to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (determined on the third Business Day preceding the redemption date),

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

(b) On or after February 1, 2028 with respect to the 2028 Notes (three months prior to the maturity date of the 2028 Notes) and November 1, 2047 with respect to the 2048 Notes (six months prior to the maturity date of the 2048 Notes), the Notes will be redeemable, in whole or in part, at any time or from time to time, at the option of the Company, at 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon, to, but excluding, the redemption date.

(c) Notwithstanding the foregoing, installments of interest on the Notes that are due and payable on interest payment dates falling on or prior to a redemption date will be payable on the interest payment date to the Holders as of the close of business on the relevant record date.

(d) Notice of any redemption will be delivered at least 15 days but no more than 60 days before the redemption date to each Holder of the Notes to be redeemed. The notice of redemption for the Notes will state, among other things, the amount of Notes to be redeemed, the redemption date, the redemption price and the place or places that payment will be made upon presentation and surrender of Notes to be redeemed. If the Company redeems less than all of the Notes of a series, the Notes of that series to be redeemed shall be selected in accordance with the procedures of DTC. 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.

Section 6. Change of Control Offer to Purchase. (a) If a Change of Control Triggering Event occurs, Holders of the Notes may require the Company to repurchase all or any part (equal to $2,000 or an integral multiple of $1,000 in excess thereof) of their Notes at a purchase price of 101% of the principal amount, plus accrued and unpaid interest, if any, on such Notes, to, but excluding, the purchase date (unless a notice of redemption has been delivered within 30 days after such Change of Control Triggering Event stating that all of the Notes will be redeemed as described above). The Company shall be required to deliver to Holders of the Notes a notice describing the transaction or transactions constituting the Change of Control Triggering Event and offering to repurchase the Notes. The notice must be delivered within 30 days after any Change of Control Triggering Event, and the repurchase must occur no earlier than 30 days and no later than 60 days after the date the notice is delivered.

(b) On the date specified for repurchase of the Notes, the Company shall, to the extent lawful:

(i) accept for purchase all properly tendered Notes or portions of Notes;

(ii) deposit with the paying agent the required payment for all properly tendered Notes or portions of Notes; and

(iii) deliver to the Trustee the repurchased Notes, accompanied by an Officer's Certificate stating, among other things, the aggregate principal amount of repurchased Notes.

(c) The Company shall comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations applicable to the repurchase of the Notes. To the extent that these requirements conflict with the provisions requiring repurchase of the Notes, the Company shall comply with such requirements instead of the repurchase provisions and shall not be considered to have breached its obligations with respect to repurchasing the Notes. Additionally, if an Event of Default exists under the Original Indenture (which is unrelated to the repurchase provisions of the Notes), including events of default arising with respect to other issues of debt securities, the Company shall not be required to repurchase the Notes notwithstanding these repurchase provisions.

(d) The Company shall not be required to comply with the obligations relating to repurchasing the Notes if a third party instead satisfies them.

Section 7. Events of Default. With respect to the Notes only,

(a) Section 7.01(a) of the Original Indenture is hereby amended by replacing "ten (10) days" with "fifteen (15) days";

(b) Section 7.01(b) of the Original Indenture is hereby amended and restated as follows: "default in the payment of the principal of or premium (if any) on any of the Debt Securities of such Series, as and when the same shall become due and payable (subject to subsection (c) below) either at maturity, upon redemption, by declaration or otherwise;"; and

(c) Section 7.01(c) of the Original Indenture is hereby amended and restated as follows: "default in the making of any payment for a sinking, purchase or analogous fund provided for in respect of any of the Debt Securities of such Series, as and when the same shall become due and payable;".

Section 8. Covenants. With respect to the Notes only,

(a) Secured Indebtedness of the Company and Restricted Subsidiaries. So long as any of the Debt Securities remains outstanding, the Company will not, and the Company will not permit any Restricted Subsidiary to, create, assume, issue, guarantee or incur any Secured Indebtedness of the Company or any Restricted Subsidiary unless immediately thereafter the aggregate amount of all Secured Indebtedness (exclusive of certain types of permitted Secured Indebtedness described below), together with the discounted present value of all rentals (not otherwise excluded from the limitations contained in Section 8(b)) due in respect of Sale and Leaseback Transactions, would not exceed 10% of Consolidated Net Tangible Assets, where, for purposes of the calculation, the discounted present value of all rentals does not include rentals to which the covenant discussed in Section 8(b) does not apply; provided, however, the foregoing restrictions shall not apply to Secured Indebtedness secured by the

following (nor shall Secured Indebtedness secured by the following be included in computing Secured Indebtedness for the purpose of the foregoing restrictions):

(i) Liens on property as to which such series of Debt Securities are equally and ratably secured with (or, at the option of the Company, prior to) such Secured Indebtedness;

(ii) Liens on property, including any Shares or Indebtedness, of any entity existing at the time such entity becomes a Restricted Subsidiary or arising thereafter pursuant to contractual commitments entered into prior to and not in contemplation of such entity becoming a Restricted Subsidiary;

(iii) Liens on property, including any Shares or Indebtedness, existing at the time of acquisition of such property by the Company or a Restricted Subsidiary, or Liens to secure the payment of all or any part of the purchase price of such property created upon the acquisition of such property by the Company or a Restricted Subsidiary, or Liens to secure any Secured Indebtedness incurred by the Company or a Restricted Subsidiary prior to, at the time of, or within one year after the later of the acquisition, the completion of construction (including any improvements, alterations or repairs to existing property) or the commencement of commercial operation of the project of which such property is a part, which Secured Indebtedness is incurred for the purpose of, and the principal amount secured by any such Lien does not exceed the cost of, financing all or any part of the purchase price thereof or construction or improvements, alterations or repairs thereon;

(iv) Liens securing Secured Indebtedness of any Restricted Subsidiary owing to the Company or to another Restricted Subsidiary;

(v) Liens on property of an entity existing at the time such entity is merged or consolidated with the Company or a Restricted Subsidiary or at the time of a sale, lease or other disposition of the properties of an entity as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary or arising thereafter pursuant to contractual commitments entered into by such entity prior to and not in contemplation of such merger, consolidation, sale, lease or other disposition;

(vi) Liens on property of the Company or a Restricted Subsidiary in favor of the United States of America or any State thereof, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, or in favor of any other country, or any political subdivision thereof (each a "governmental authority"), or in favor of any trustee or mortgagee acting on behalf, or for the benefit, of any governmental authorities, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any Indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of construction of the property subject to such Liens (including, without limitation, Liens in connection with pollution control, industrial revenue, private activity or similar financing), and any other Liens incurred or assumed in connection with pollution control, industrial revenue, private activity or similar bonds issued by a governmental authority on behalf of the Company or a Restricted Subsidiary;

(vii) Liens existing on the first date on which a Debt Security is authenticated by the Trustee hereunder;

(viii) Liens on any property which is not a Principal Property; and

(ix) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part of any Lien referred to in the foregoing clauses (i) to (viii), inclusive, provided that the principal amount of the Secured Indebtedness being extended, renewed or replaced shall not be increased.

Notwithstanding the foregoing provisions, the Company and any one or more Restricted Subsidiaries may create, assume, issue, guarantee or incur Secured Indebtedness which would otherwise be subject to the foregoing restrictions in an aggregate amount which, together with (a) all other Secured Indebtedness of the Company and its Restricted Subsidiaries which would otherwise be subject to the foregoing restrictions (not including Secured Indebtedness secured by Liens permitted under clauses (i) through (ix) above) and (b) all Attributable Debt outstanding pursuant to, and not excluded from this calculation by, Section 8(b), does not at the time exceed 10% of Consolidated Net Tangible Assets.

(b) Sale and Leaseback Transactions. The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction unless (A) the sum of (i) the Attributable Debt outstanding pursuant to such Sale and Leaseback Transaction, (ii) all Attributable Debt outstanding pursuant to all other Sale and Leaseback Transactions entered into by the Company and any Restricted Subsidiary after the first date on which a Debt Security is authenticated by the Trustee, and (iii) the aggregate of all Secured Indebtedness outstanding (computed without regard to the Secured Indebtedness excluded from the operation of Section 8(a) pursuant to clauses (i) through (ix) thereof and further without regard to Secured Indebtedness of the Company or any Restricted Subsidiary if the Debt Securities are secured equally and ratably with (or prior to) such Secured Indebtedness) does not exceed 10% of Consolidated Net Tangible Assets or (B) an amount equal to the greater of (i) the amount of the net proceeds to the Company or the Restricted Subsidiary entering into such Sale and Leaseback Transaction or (ii) the fair market value of such property, as determined by the Board of Directors (in the case of(i) or (ii), after repayment of, or otherwise taking into account, as the case may be, the amount of any Secured Indebtedness secured by a Lien encumbering such property which Secured Indebtedness existed immediately prior to such Sale and Leaseback Transaction) is applied to retirement of Funded Debt within one year after the consummation of such Sale and Leaseback Transaction; provided, however, the covenant contained in this Section 8(b) shall not apply to, and there shall be excluded from Attributable Debt in any computation under Section 8(a) or this Section 8(b), Attributable Debt with respect to any Sale and Leaseback Transaction if:

(i) the Sale and Leaseback Transaction is entered into in connection with pollution control, industrial revenue, private activity or similar financing;

(ii) the Company or a Restricted Subsidiary applies an amount equal to the net proceeds (after repayment of any Secured Indebtedness secured by a Lien encumbering such Principal Property which Secured Indebtedness existed immediately before such Sale and

Leaseback Transaction) of the sale or transfer of the Principal Property leased pursuant to such Sale and Leaseback Transaction to investment (whether for acquisition, improvement, repair, alteration or construction costs) in another Principal Property within one year prior or subsequent to such sale or transfer;

(iii) such Sale and Leaseback Transaction was entered into by an entity prior to the date on which such entity became a Restricted Subsidiary or arises thereafter pursuant to contractual commitments entered into by such entity prior to and not in contemplation of such entity becoming a Restricted Subsidiary; or

(iv) such Sale and Leaseback Transaction was entered into by an entity prior to the time such entity was merged or consolidated with the Company or a Restricted Subsidiary or prior to the time of a sale, lease or other disposition of the properties of such entity as an entirety or substantially as an entirety to the Company or a Restricted Subsidiary or arises thereafter pursuant to contractual commitments entered into by such entity prior to and not in contemplation of such merger, consolidation, sale, lease or other disposition.

Section 9. Removal of Trustee. In addition to the terms set forth in Section 8.10 of the Original Indenture, the Trustee may be removed by the Company at any time by filing with the Trustee so removed an instrument or instruments in writing, appointing a successor; provided that no such removal may be made by the Company if an Event of Default has occurred and is continuing hereunder. Such removal shall take effect only upon the appointment of, and acceptance of such appointment by, a successor Trustee. Promptly upon delivery of such instrument or instruments, the Company shall give, or cause to be given, notice thereof to the Holders of the Notes.

Section 10. Miscellaneous. The provisions of this First Supplemental Indenture are intended to supplement those of the Original Indenture as in effect immediately prior to the execution and delivery hereof. The Original Indenture shall remain in full force and effect except to the extent that the provisions of the Original Indenture are expressly modified by the terms of this First Supplemental Indenture.

Section 11. Governing Law. This First Supplemental Indenture and the Notes shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

Section 12. Trustee Not Responsible for Recitals or Issuance of Notes. The recitals contained herein shall be taken as statements of the Company, and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the validity or sufficiency of this First Supplemental Indenture or of the Notes other than with respect to the Trustee's authentication and execution. The Trustee shall not be accountable for the use or application by the Company of the Notes or the proceeds thereof.

Section 13. Counterparts. This First Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original for all purposes; and all such counterparts shall together constitute but one and the same instrument.

Section 14. Facsimile Agreement. The Trustee agrees to accept and act upon instructions or directions pursuant to this First Supplemental Indenture sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods; provided, however, that the Trustee shall have received an incumbency certificate listing Persons designated to give such instructions or directions and containing specimen signatures of such designated Persons, which such incumbency certificate shall be amended and replaced whenever a Person is to be added or deleted from the listing. If the Company elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding that such instructions conflict or are inconsistent with a subsequent written instruction. The Company agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including, without limitation, the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties.

Section 15. Waiver of Jury Trial. EACH OF THE COMPANY AND THE TRUSTEE HEREBY 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 FIRST SUPPLEMENTAL INDENTURE, THE NOTES OR THE TRANSACTION CONTEMPLATED HEREBY.

Section 16. Force Majeure. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts which are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 17. Consequential Damages. In no event shall the Trustee be responsible or liable for special, indirect or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action.

[signatures on the following page]

IN WITNESS WHEREOF, the parties hereto have caused this First Supplemental Indenture to be duly executed and delivered, all as of the day and year above written.

NUCOR CORPORATION

By: /s/ James D. Frias
Name: James D. Frias
Title: Chief Financial Officer, Treasurer and Executive Vice President

Attest:

By: /s/ A. Rae Eagle
Name: A. Rae Eagle
Title: Corporate Secretary

U.S. BANK NATIONAL ASSOCIATION, as Trustee

By: /s/ Allison Lancaster-Poole
Name: Allison Lancaster-Poole
Title: Vice President

Exhibit A

FORM OF GLOBAL NOTE DUE 2028

[FACE OF THE NOTE]

THIS SECURITY IS A GLOBAL DEBT SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY (AS DEFINED IN THE INDENTURE) OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR ITS NOMINEE) MAY BE REGISTERED EXCEPT IN SUCH SPECIFIED CIRCUMSTANCES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO NUCOR CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON 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.

Nucor Corporation

3.950% Notes due 2028

N- CUSIP 670346 AP0

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Issue Date:

NUCOR CORPORATION, a Delaware corporation (the "Company", which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to Cede & Co., or its registered assigns, the principal sum of _____ Dollars ($_____) on May 1, 2028. The 3.950% Notes due 2028 are herein referred to as the "Notes".

Interest Payment Dates: May 1 and November 1, commencing November 1, 2018.

Record Dates: April 15 and October 15.

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

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by a duly authorized officer.

Date:

NUCOR CORPORATION,
as Issuer

By: _____
Name:
Title:

Trustee's Certificate of Authentication

This 3.950% Note due 2028 is one of the Series of Debt Securities referred to in the within-mentioned Indenture.

Date:

U.S. Bank National Association,
as Trustee

By: _____
Authorized Signatory

[REVERSE SIDE OF NOTE]

NUCOR CORPORATION

3.950% Notes due 2028

Principal and Interest. The Company will pay the principal of this Note on May 1, 2028.

The Company promises to pay interest on the principal amount of this Note on each Interest Payment Date indicated on the face of this Note (each an "Interest Payment Date"), as set forth below, at the rate per annum shown above.

Interest will be payable semi-annually in arrears on each Interest Payment Date, commencing November 1, 2018.

Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from April 26, 2018; provided that, if there is no existing default in the payment of interest and if this Note is authenticated between a regular Record Date as indicated on the face of this Note (each a "Record Date") referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such Interest Payment Date. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Company shall pay interest on overdue principal and premium and interest on overdue installments of interest, to the extent lawful, at the rate borne by the Notes.

Method of Payment. The Company will pay interest (except as provided pursuant to Article Seven of the Indenture (as defined below) with respect to defaulted interest and interest) on the principal amount of the Notes as provided above on each May 1 and November 1 to the Persons who are Holders (as reflected in the Debt Security register at the close of business on the April 15 and October 15 next preceding the applicable Interest Payment Date), even if such Notes are cancelled after such Record Date and on or before such Interest Payment Date. On and after the redemption or repurchase of any of the Notes by the Company, interest, if any, shall cease to accrue on the Notes, or portion thereof, subject to redemption or repurchase. With respect to the payment of principal, the Company will make payment to the Holder that surrenders this Note to the paying agent with respect to the Notes (a "Paying Agent") on or after May 1, 2028.

Principal of and premium, if any, and interest on the Notes initially will be payable in accordance with the procedures of DTC and its participants in effect from time to time. The Notes will be exchangeable and transfers of the Notes will be registrable, subject to the limitations provided in the Indenture, at the principal corporate trust office of the Trustee (as defined below).

If any Interest Payment Date, stated maturity date or earlier redemption date falls on a Saturday, a Sunday or a day on which banking institutions are authorized by law to close,

then the required payment of principal of and premium, if any, and interest may be made on the next succeeding day not a Saturday, a Sunday or a day on which banking institutions are authorized by law to close, as if it were made on the date payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date, the stated maturity date or earlier redemption date, as the case may be.

All payments made in respect of the Notes are to be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Paying Agent and Registrar. Initially, the Trustee will act as authenticating agent, Paying Agent and registrar (the "Registrar") with respect to the Notes. The Company may change any authenticating agent, Paying Agent or Registrar without notice. The Company, any Subsidiary or any affiliate of any of them may act as Paying Agent, Registrar or co-Registrar.

Indenture; Limitations. The Company issued the Notes under an Indenture dated as of August 19, 2014 (the "Original Indenture"), as supplemented by the First Supplemental Indenture dated April 26, 2018 (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms herein are used as defined in the Indenture unless otherwise indicated. Reference is made to the Indenture and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), for a full, complete and detailed statement of the purposes for which the Notes are issued, the terms on which the Notes are issued and the terms, provisions and conditions governing payment of the Notes and the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Trustee, the Paying Agent, the Registrar, the authenticating agent, Holders and the Company. The Holder of this Note, by acceptance of this Note, is deemed to have agreed and consented to the terms and provisions of the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms.

The Notes are general unsecured obligations of the Company. This Note is not secured by any collateral, including assets of the Company or any of its Subsidiaries. The First Supplemental Indenture establishes the original aggregate principal amount of the Notes at $500,000,000, all of which were issued by the Company on the Issue Date indicated on the face of this Note, and this Note shall represent the aggregate principal amount of such outstanding Notes from time to time endorsed thereon pursuant to the Indenture. The aggregate principal amount of outstanding Notes represented hereby may from time to time by increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as provided in the First Supplemental Indenture.

Optional Redemption. The Notes are subject to redemption upon prior notice, in whole or in part, at any time or from time to time, at the option of the Company as set forth in the First Supplemental Indenture.

Change of Control Offer to Purchase. Upon a Change of Control Triggering Event, the Company shall be required to make an offer to purchase the Notes on the terms set forth in the First Supplemental Indenture.

Denominations; Transfer; Exchange. The Notes are in registered form without coupons in minimum denominations of $2,000 of principal amount and integral multiples of $1,000 in excess thereof. The transfer or exchange of Notes may be registered and the Notes may be exchanged in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes, fees and/or other governmental charges required by law or permitted by the Indenture. The Registrar need not register the transfer or exchange of any Notes selected for redemption. Also, it need not register the transfer or exchange of any Notes for a period of fifteen (15) days before the day of the mailing of a notice of redemption of Notes selected for redemption.

As provided in the Indenture and subject to certain limitations therein set forth, the Notes will be issued only in registered form and initially will be represented by one or more Global Notes registered in the name of a nominee of DTC. Beneficial interests in the Notes will be shown on, and transfers thereof will be effected only through, the records maintained by DTC participants. Except for the limited circumstances described in the Indenture, owners of beneficial interests in the Notes will not be entitled to receive definitive Notes in registered, certificated form and will not be considered the Holders thereof.

The Company will provide for registration of transfers of the Notes through the Registrar, subject to the operations and procedures of DTC and its participants in effect from time to time, upon receipt of the information regarding the form of transfer and the status of the transferee to be provided on the Assignment Form attached hereto, along with such other opinions of counsel, certifications and/or other information satisfactory to the Company and the Trustee in connection with certain transfers.

Persons Deemed Owners. A Holder shall be treated as the owner of a Note for all purposes.

Unclaimed Money. If money for the payment of principal and premium, if any, or interest remains unclaimed for one year, the Trustee or the Paying Agent will pay the money back to the Company at its written request. After that, Holders entitled to the money must look to the Company for payment, unless applicable law designates another Person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

Defeasance and Discharge Prior to Redemption or Maturity. The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note upon compliance with certain conditions set forth in the Indenture.

Amendment; Supplement; Waiver. Subject to certain exceptions, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of not less than majority in aggregate principal amount of the Notes then outstanding, and, subject to Section 7 of the Indenture, any existing default or Event of Default or compliance with any provision may be waived with the consent of the Holders of at least a majority in principal amount of the Notes

then outstanding; provided, however, that no supplemental indenture shall, without the consent of the Holders of all Debt Securities of such Series then outstanding, (i) change the fixed maturity (which term shall not include payments due pursuant to any sinking, purchase or analogous fund) of those Debt Securities, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, reduce any premium payable upon the redemption thereof, or impair the right to institute suit for the enforcement of any such payment on or after the maturity thereof (or, in the case of redemption on or after the redemption date, without the consent of the Holder of each Debt Security so affected), or (ii) reduce the aforesaid percentage of Debt Securities of any Series, the consent of the Holders of which is required for any such supplemental indenture. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture or the Notes to, among other things, clarify or cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the rights of any Holder in any material respect.

Restrictive Covenants. The Indenture contains certain restrictive covenants with respect to the Notes.

Successor Persons. When a successor Person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, as permitted by the Indenture, the predecessor Person will be released from those obligations.

Defaults and Remedies. The Indenture contains Events of Default with respect to the Notes. If an Event of Default with respect to Notes of this Series shall occur and be continuing, the principal of such Notes may be declared, or shall immediately become, due and payable in the manner and with the effect provided in the Indenture.

Trustee Dealings with Company. Except as prohibited by the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or its affiliates and may otherwise deal with the Company or its affiliates as if it were not the Trustee.

No Recourse Against Others. No recourse for the payment of the principal of, premium (if any) or interest (if any) on the Notes, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or in any supplemental indenture or in the Notes, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, officer, director or employee as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. The waiver and release are a condition of, and part of the consideration for, the issuance of the Notes.

Authentication. This Note shall not be entitled to any right or benefit under the Indenture, or be valid, or become obligatory for any purpose, until the Trustee or authenticating agent signs the certificate of authentication on the other side of this Note.

Governing Law. The Notes shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to Nucor Corporation, 1915 Rexford Road, Charlotte, North Carolina 28211, Attention: Corporate Secretary.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this 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 Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(sign exactly as your name appears on the other side of the Note)

* NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) such other guarantee program acceptable to the Trustee.

Exhibit B

FORM OF GLOBAL NOTE DUE 2048

[FACE OF THE NOTE]

THIS SECURITY IS A GLOBAL DEBT SECURITY WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF A DEPOSITARY (AS DEFINED IN THE INDENTURE) OR A NOMINEE OF A DEPOSITARY OR A SUCCESSOR DEPOSITARY. THIS SECURITY IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF A PERSON OTHER THAN THE DEPOSITARY OR ITS NOMINEE ONLY IN THE LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE, AND NO TRANSFER OF THIS NOTE (OTHER THAN AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR ITS NOMINEE) MAY BE REGISTERED EXCEPT IN SUCH SPECIFIED CIRCUMSTANCES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO NUCOR CORPORATION OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR TO SUCH OTHER ENTITY OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON 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.

Nucor Corporation

4.400% Notes due 2048

N- CUSIP 670346 AQ8

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Issue Date:

NUCOR CORPORATION, a Delaware corporation (the "Company", which term includes any successor under the Indenture hereinafter referred to), for value received, promises to pay to Cede & Co., or its registered assigns, the principal sum of _____ Dollars ($_____) on May 1, 2048. The 4.400% Notes due 2048 are herein referred to as the "Notes".

Interest Payment Dates: May 1 and November 1, commencing November 1, 2018.

Record Dates: April 15 and October 15.

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

IN WITNESS WHEREOF, the Company has caused this Note to be signed manually or by facsimile by a duly authorized officer.

Date:

NUCOR CORPORATION,
as Issuer

By: _____
Name:
Title:

Trustee's Certificate of Authentication

This 4.400% Note due 2048 is one of the Series of Debt Securities referred to in the within-mentioned Indenture.

Date:

U.S. Bank National Association,
as Trustee

By: _____
Authorized Signatory

[REVERSE SIDE OF NOTE]

NUCOR CORPORATION

4.400% Notes due 2048

Principal and Interest. The Company will pay the principal of this Note on May 1, 2048.

The Company promises to pay interest on the principal amount of this Note on each Interest Payment Date indicated on the face of this Note (each an "Interest Payment Date"), as set forth below, at the rate per annum shown above.

Interest will be payable semi-annually in arrears on each Interest Payment Date, commencing November 1, 2018.

Interest on the Notes will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from April 26, 2018; provided that, if there is no existing default in the payment of interest and if this Note is authenticated between a regular Record Date as indicated on the face of this Note (each a "Record Date") referred to on the face hereof and the next succeeding Interest Payment Date, interest shall accrue from such Interest Payment Date. Interest will be computed on the basis of a 360-day year consisting of twelve 30-day months.

The Company shall pay interest on overdue principal and premium and interest on overdue installments of interest, to the extent lawful, at the rate borne by the Notes.

Method of Payment. The Company will pay interest (except as provided pursuant to Article Seven of the Indenture (as defined below) with respect to defaulted interest and interest) on the principal amount of the Notes as provided above on each May 1 and November 1 to the Persons who are Holders (as reflected in the Debt Security register at the close of business on the April 15 and October 15 next preceding the applicable Interest Payment Date), even if such Notes are cancelled after such Record Date and on or before such Interest Payment Date. On and after the redemption or repurchase of any of the Notes by the Company, interest, if any, shall cease to accrue on the Notes, or portion thereof, subject to redemption or repurchase. With respect to the payment of principal, the Company will make payment to the Holder that surrenders this Note to the paying agent with respect to the Notes (a "Paying Agent") on or after May 1, 2048.

Principal of and premium, if any, and interest on the Notes initially will be payable in accordance with the procedures of DTC and its participants in effect from time to time. The Notes will be exchangeable and transfers of the Notes will be registrable, subject to the limitations provided in the Indenture, at the principal corporate trust office of the Trustee (as defined below).

If any Interest Payment Date, stated maturity date or earlier redemption date falls on a Saturday, a Sunday or a day on which banking institutions are authorized by law to close,

then the required payment of principal of and premium, if any, and interest may be made on the next succeeding day not a Saturday, a Sunday or a day on which banking institutions are authorized by law to close, as if it were made on the date payment was due, and no interest will accrue on the amount so payable for the period from and after that Interest Payment Date, the stated maturity date or earlier redemption date, as the case may be.

All payments made in respect of the Notes are to be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts.

Paying Agent and Registrar. Initially, the Trustee will act as authenticating agent, Paying Agent and registrar (the "Registrar") with respect to the Notes. The Company may change any authenticating agent, Paying Agent or Registrar without notice. The Company, any Subsidiary or any affiliate of any of them may act as Paying Agent, Registrar or co-Registrar.

Indenture; Limitations. The Company issued the Notes under an Indenture dated as of August 19, 2014 (the "Original Indenture"), as supplemented by the First Supplemental Indenture dated April 26, 2018 (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"). Capitalized terms herein are used as defined in the Indenture unless otherwise indicated. Reference is made to the Indenture and the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), for a full, complete and detailed statement of the purposes for which the Notes are issued, the terms on which the Notes are issued and the terms, provisions and conditions governing payment of the Notes and the provisions, among others, with respect to the nature and extent of the rights, duties and obligations of the Trustee, the Paying Agent, the Registrar, the authenticating agent, Holders and the Company. The Holder of this Note, by acceptance of this Note, is deemed to have agreed and consented to the terms and provisions of the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act. The Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of all such terms.

The Notes are general unsecured obligations of the Company. This Note is not secured by any collateral, including assets of the Company or any of its Subsidiaries. The First Supplemental Indenture establishes the original aggregate principal amount of the Notes at $500,000,000, all of which were issued by the Company on the Issue Date indicated on the face of this Note, and this Note shall represent the aggregate principal amount of such outstanding Notes from time to time endorsed thereon pursuant to the Indenture. The aggregate principal amount of outstanding Notes represented hereby may from time to time by increased or decreased by adjustments made on the records of the Trustee, as custodian for the Depositary or its nominee, as provided in the First Supplemental Indenture.

Optional Redemption. The Notes are subject to redemption upon prior notice, in whole or in part, at any time or from time to time, at the option of the Company as set forth in the First Supplemental Indenture.

Change of Control Offer to Purchase. Upon a Change of Control Triggering Event, the Company shall be required to make an offer to purchase the Notes on the terms set forth in the First Supplemental Indenture.

Denominations; Transfer; Exchange. The Notes are in registered form without coupons in minimum denominations of $2,000 of principal amount and integral multiples of $1,000 in excess thereof. The transfer or exchange of Notes may be registered and the Notes may be exchanged in accordance with the Indenture. The Registrar may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and to pay any taxes, fees and/or other governmental charges required by law or permitted by the Indenture. The Registrar need not register the transfer or exchange of any Notes selected for redemption. Also, it need not register the transfer or exchange of any Notes for a period of fifteen (15) days before the day of the mailing of a notice of redemption of Notes selected for redemption.

As provided in the Indenture and subject to certain limitations therein set forth, the Notes will be issued only in registered form and initially will be represented by one or more Global Notes registered in the name of a nominee of DTC. Beneficial interests in the Notes will be shown on, and transfers thereof will be effected only through, the records maintained by DTC participants. Except for the limited circumstances described in the Indenture, owners of beneficial interests in the Notes will not be entitled to receive definitive Notes in registered, certificated form and will not be considered the Holders thereof.

The Company will provide for registration of transfers of the Notes through the Registrar, subject to the operations and procedures of DTC and its participants in effect from time to time, upon receipt of the information regarding the form of transfer and the status of the transferee to be provided on the Assignment Form attached hereto, along with such other opinions of counsel, certifications and/or other information satisfactory to the Company and the Trustee in connection with certain transfers.

Persons Deemed Owners. A Holder shall be treated as the owner of a Note for all purposes.

Unclaimed Money. If money for the payment of principal and premium, if any, or interest remains unclaimed for one year, the Trustee or the Paying Agent will pay the money back to the Company at its written request. After that, Holders entitled to the money must look to the Company for payment, unless applicable law designates another Person, and all liability of the Trustee and such Paying Agent with respect to such money shall cease.

Defeasance and Discharge Prior to Redemption or Maturity. The Indenture contains provisions for defeasance at any time of the entire indebtedness of this Note upon compliance with certain conditions set forth in the Indenture.

Amendment; Supplement; Waiver. Subject to certain exceptions, the Indenture or the Notes may be amended or supplemented with the consent of the Holders of not less than majority in aggregate principal amount of the Notes then outstanding, and, subject to Section 7 of the Indenture, any existing default or Event of Default or compliance with any provision may be waived with the consent of the Holders of at least a majority in principal amount of the Notes

then outstanding; provided, however, that no supplemental indenture shall, without the consent of the Holders of all Debt Securities of such Series then outstanding, (i) change the fixed maturity (which term shall not include payments due pursuant to any sinking, purchase or analogous fund) of those Debt Securities, or reduce the principal amount thereof, or reduce the rate or extend the time of payment of interest thereon, reduce any premium payable upon the redemption thereof, or impair the right to institute suit for the enforcement of any such payment on or after the maturity thereof (or, in the case of redemption on or after the redemption date, without the consent of the Holder of each Debt Security so affected), or (ii) reduce the aforesaid percentage of Debt Securities of any Series, the consent of the Holders of which is required for any such supplemental indenture. Without notice to or the consent of any Holder, the parties thereto may amend or supplement the Indenture or the Notes to, among other things, clarify or cure any ambiguity, defect or inconsistency and make any change that does not adversely affect the rights of any Holder in any material respect.

Restrictive Covenants. The Indenture contains certain restrictive covenants with respect to the Notes.

Successor Persons. When a successor Person or other entity assumes all the obligations of its predecessor under the Notes and the Indenture, as permitted by the Indenture, the predecessor Person will be released from those obligations.

Defaults and Remedies. The Indenture contains Events of Default with respect to the Notes. If an Event of Default with respect to Notes of this Series shall occur and be continuing, the principal of such Notes may be declared, or shall immediately become, due and payable in the manner and with the effect provided in the Indenture.

Trustee Dealings with Company. Except as prohibited by the Indenture, the Trustee under the Indenture, in its individual or any other capacity, may make loans to, accept deposits from and perform services for the Company or its affiliates and may otherwise deal with the Company or its affiliates as if it were not the Trustee.

No Recourse Against Others. No recourse for the payment of the principal of, premium (if any) or interest (if any) on the Notes, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of the Company in the Indenture or in any supplemental indenture or in the Notes, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, stockholder, officer, director or employee as such, past, present or future, of the Company or of any successor corporation, either directly or through the Company or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise. The waiver and release are a condition of, and part of the consideration for, the issuance of the Notes.

Authentication. This Note shall not be entitled to any right or benefit under the Indenture, or be valid, or become obligatory for any purpose, until the Trustee or authenticating agent signs the certificate of authentication on the other side of this Note.

Governing Law. The Notes shall be governed by and construed in accordance with the laws of the State of New York without regard to principles of conflicts of laws.

The Company will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to Nucor Corporation, 1915 Rexford Road, Charlotte, North Carolina 28211, Attention: Corporate Secretary.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this 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 Note on the books of the Company. The agent may substitute another to act for him.

Date: _____

Your Signature: _____
(sign exactly as your name appears on the other side of the Note)

* NOTICE: The Signature must be guaranteed by an Institution which is a member of one of the following recognized signature Guarantee Programs: (i) The Securities Transfer Agent Medallion Program (STAMP); (ii) The New York Stock Exchange Medallion Program (MNSP); (iii) The Stock Exchange Medallion Program (SEMP); or (iv) such other guarantee program acceptable to the Trustee.

Exhibit 5.1

[Letterhead of Moore & Van Allen PLLC]

April 26, 2018

Nucor Corporation
1915 Rexford Road
Charlotte, North Carolina 28211

Ladies and Gentlemen:

We have acted as counsel to Nucor Corporation, a Delaware corporation (the "Company"), in connection with the Company's offer and sale of $500,000,000 aggregate principal amount of 3.950% Notes due 2028 (the "2028 Notes") and $500,000,000 aggregate principal amount of 4.400% Notes due 2048 (the "2048 Notes" and, together with the 2028 Notes, the "Notes") pursuant to the registration statement on Form S-3 (Registration No. 333-220010) (the "Registration Statement") filed by the Company with the Securities and Exchange Commission (the "SEC") under the Securities Act of 1933, as amended (the "Securities Act"), and as described in the prospectus, dated August 17, 2017 (the "Base Prospectus"), and the prospectus supplement, dated April 23, 2018 (the "Prospectus Supplement" and, together with the Base Prospectus, the "Prospectus"). The Company agreed to sell the Notes to a group of underwriters pursuant to an underwriting agreement, dated April 23, 2018 (the "Underwriting Agreement"), among the Company and the representatives of the several underwriters named therein.

The Notes are governed by and were issued pursuant to the terms of an indenture, dated as of August 19, 2014 (the "Base Indenture"), between the Company and U.S. Bank National Association, as trustee (the "Trustee"), as supplemented by a first supplemental indenture, dated as of April 26, 2018, between the Company and the Trustee (the "First Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

In connection with this opinion letter, we have (i) investigated such questions of law; (ii) examined originals or copies, certified or otherwise identified to our satisfaction, of such agreements, instruments, documents and records of the Company (including, without limitation, the Underwriting Agreement, the Indenture, the global certificates evidencing the Notes in the forms executed and delivered by the Company to, and authenticated by, the Trustee, resolutions of the Board of Directors adopted on February 20, 2018, the action of pricing committee, dated April 23, 2018, and the Certificate of Incorporation and the Bylaws of the Company, as amended and restated through the date hereof), such certificates of public officials and such other documents; and (iii) received such information from officers and representatives of the Company and others, in each case, as we have deemed necessary or appropriate for the purposes of the opinions hereafter expressed. In all such investigations and examinations and for purposes of rendering these opinions, we have assumed the legal capacity and competency of all natural persons executing documents and certificates submitted to us, the genuineness of all signatures, the authenticity of original and certified documents submitted to us, the conformity to original or certified documents of all copies submitted to us as conformed or reproduction copies and that any certificate or document upon which we have relied and which was given or dated earlier than the date of this opinion letter continues to remain accurate, insofar as relevant to the opinions contained herein, from such earlier date through and including the date hereof. As to various questions of fact relevant to the opinions expressed herein, we have relied upon, and assumed the accuracy and completeness of, statements contained in the Indenture and any other documents executed, delivered or

entered into in connection with the offering of the Notes and certificates and oral or written statements and other information of or from public officials and officers and representatives of the Company and others and assumed compliance on the part of all parties to the Indenture with their covenants and agreements contained therein. We have also assumed that (i) the Trustee had and continues to have the power and authority to enter into and perform its obligations under the Indenture, and to consummate the transactions contemplated thereby; (ii) the First Supplemental Indenture was duly authorized, executed and delivered by, and the Indenture constitutes a legal, valid and binding obligation of, the Trustee enforceable against the Trustee in accordance with its terms, and that the Trustee will comply with all of its obligations under the Indenture; (iii) the Company will comply with all applicable laws; (iv) the Registration Statement, and any amendments thereto filed on or prior to the date hereof, are and remain effective, no stop order suspending the effectiveness of the Registration Statement or preventing its use or the use of any prospectus or prospectus supplement has been or will be issued and no proceedings for that purpose have been or will be instituted or threatened by the SEC; and (v) the Notes were issued and sold in compliance with and in the manner described in the Prospectus and were duly authenticated by the Trustee in the manner provided in the Indenture. With your permission, all assumptions and statements of reliance herein have been made without any independent investigation or verification on our part except to the extent otherwise expressly stated, and we express no opinion with respect to the accuracy of such assumptions or items relied upon.

Based upon the foregoing and subject to the limitations, qualifications and assumptions set forth herein, we are of the opinion that the Notes were validly authorized and issued and are binding obligations of the Company, enforceable against the Company in accordance with their terms.

The opinions set forth above are subject to the following:

(i) bankruptcy, insolvency, reorganization, moratorium (or other related judicial doctrines) and other laws now or hereafter in effect affecting creditors' rights and remedies generally;

(ii) general principles of equity (including, without limitation, standards of materiality, good faith, fair dealing and reasonableness, equitable defenses and limits as to the availability of equitable remedies), whether such principles are considered in a proceeding in equity or at law; and

(iii) the application of any applicable fraudulent conveyance, fraudulent transfer, fraudulent obligation, or preferential transfer law or any law governing the distribution of assets of any person now or hereafter in effect affecting creditors' rights and remedies generally.

The opinions expressed herein are limited to matters governed by the laws of the State of New York (which opinions are given by lawyers in this firm who are licensed to practice in the State of New York), the General Corporation Law of the State of Delaware and the federal laws of the United States of America that, in our experience, are normally applicable to transactions such as the offer and sale of the Notes and the issuance and delivery thereof, each as currently in effect, and no opinion is expressed with respect to such laws as subsequently amended, or any other laws, or any effect that such amended or other laws may have on the opinions expressed herein. The opinions expressed herein are limited to the matters stated herein and no opinion is implied or may be inferred beyond the matters expressly stated herein. The opinions expressed herein are given as of the date hereof, and we undertake no obligation to advise you of any changes in applicable laws after the date hereof or of any facts that might change the opinions expressed herein that we may become aware of after the date hereof or for any other reason.

We hereby consent to the filing of this opinion letter as an exhibit to the Company's Current Report on Form 8-K being filed on the date hereof and the incorporation by reference of this opinion letter as an exhibit to the Registration Statement. We also hereby consent to the reference to this firm under the caption "Legal Matters" in the Prospectus. In giving such consent, we do not believe and do not hereby admit that we are in the category of such persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ Moore & Van Allen PLLC

Moore & Van Allen PLLC