

TRIMBLE INC.  
Form 424B5  
June 07, 2018  
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**The information in this preliminary prospectus supplement and the accompanying prospectus is not complete and may be changed. This preliminary prospectus supplement and the accompanying prospectus are not offers to sell these securities and we are not soliciting offers to buy these securities in any jurisdiction where the offer or sale is not permitted.**

**SUBJECT TO COMPLETION, DATED JUNE 7, 2018**

**PRELIMINARY PROSPECTUS SUPPLEMENT**

(To Prospectus dated April 5, 2018)

\$

**TRIMBLE INC.**

\$ % Senior Notes due 2023

\$ % Senior Notes due 2028

We are offering \$ aggregate principal amount of our % Senior Notes due 2023 (the 2023 Notes ) and \$ aggregate principal amount of our % Senior Notes due 2028 (the 2028 Notes ), which we collectively refer to as the notes. We will pay interest semi-annually on the notes on and of each year, beginning on , 2018. The interest rate payable on each series of notes will be subject to adjustment as described under Description of Notes Interest Rate Adjustment. The 2023 Notes will mature on , 2023 and the 2028 Notes will mature on , 2028.

On April 23, 2018, we entered into an Agreement and Plan of Merger (the Merger Agreement ), by and among us, Jefferson Merger Sub Inc., a wholly-owned subsidiary of ours ( Merger Sub ), Waterfall Holdings, Inc. ( Waterfall ) and Bain Capital Private Equity, LP, solely in its capacity as representative, pursuant to which we will acquire Viewpoint, Inc. ( Viewpoint ), the operating company and an indirect wholly-owned subsidiary of Waterfall (the Viewpoint Acquisition ). We expect to use a portion of the net proceeds from this offering of the notes to repay the indebtedness outstanding under our 2018 interim credit facility. The remaining proceeds of this offering, together with the borrowings under our new term loan facility and additional borrowings under our other credit facilities, will be used to fund the cash consideration and other amounts payable under the Merger Agreement, which includes the repayment of outstanding indebtedness of Viewpoint, and to pay fees and expenses associated with the foregoing. Pending the full application of the net proceeds of this offering of the notes, we may elect to temporarily repay amounts outstanding under our new revolving facility and our uncommitted facilities. This offering is not contingent on the consummation of the Viewpoint Acquisition. If the Viewpoint Acquisition is not consummated, we intend to use the net proceeds from the offering of the 2028 Notes for general corporate purposes and will redeem the 2023 Notes as described below.

If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018 (the termination date of the Merger Agreement), or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will be required to redeem all of the outstanding 2023 Notes at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on such notes to, but not including, the special mandatory redemption date (as defined below). We refer to such redemption as a special mandatory redemption. There is no escrow

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account for or security interest in the proceeds of this offering for the benefit of holders of the 2023 Notes. The 2028 Notes are not subject to a special mandatory redemption. See [Description of Notes](#) [Special Mandatory Redemption of the 2023 Notes](#). In addition to the special mandatory redemption with respect to the 2023 Notes, we may redeem the notes of each series in whole or in part at any time at the respective redemption prices described under [Description of Notes](#) [Optional Redemption](#).

The notes will be unsecured obligations of ours and will rank equally with our existing and future unsecured senior indebtedness, including our existing 4.750% notes due 2024.

The notes will not be listed on any securities exchange. Currently, there are no public markets for the notes.

**Investing in the notes involves risk. Please read [Risk Factors](#) beginning on page S-16 of this prospectus supplement and the risks described in the documents incorporated by reference in this prospectus supplement and the accompanying prospectus for a discussion of certain risks you should consider in connection with an investment in these notes.**

Neither the Securities and Exchange Commission ( SEC ) nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

	Per 2023 Note	Total	Per 2028 Note	Total
Public offering price <sup>(1)</sup>	%	\$	%	\$
Underwriting discount	%	\$	%	\$
Proceeds, before expenses, to us	%	\$	%	\$

(1) Plus accrued interest, if any, from \_\_\_\_\_, 2018.

The notes will be ready for delivery in book-entry form only through the facilities of The Depository Trust Company for the accounts of its participants, which may include Clearstream Banking, société anonyme, and Euroclear Bank S.A./N.V., as operator of the Euroclear System, against payment on or about \_\_\_\_\_, 2018.

### *Joint Book-Running Managers*

**J.P. Morgan**

**BofA Merrill Lynch**

**Goldman Sachs & Co. LLC**

**Scotiabank**

**Wells Fargo Securities**

**The date of this prospectus supplement is \_\_\_\_\_, 2018.**

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

This document is in two parts. The first is this prospectus supplement, which describes the specific terms of this offering, the notes and matters relating to us and our financial performance and condition. The second part is the accompanying prospectus dated April 5, 2018, which is part of our Registration Statement on Form S-3. The accompanying prospectus provides a more general description of the terms and conditions of the various securities we may offer under our Registration Statement, some of which does not apply to this offering. If the description of this offering and the notes varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement. Except as otherwise indicated, all references in this prospectus supplement to Trimble, company, we, our and us refer to Trimble Inc. and its consolidated subsidiaries.

In various places in this prospectus supplement and the accompanying prospectus, we refer you to sections of other documents for additional information (described in this prospectus supplement in the section titled "Where You Can Find More Information") by indicating the caption heading of the other sections. All cross references in this prospectus supplement are to captions contained in this prospectus supplement and not in the accompanying prospectus, unless otherwise indicated.

You should carefully read this prospectus supplement, the accompanying prospectus and the documents incorporated by reference in their entirety. They contain information that you should consider when making your investment decision.

We have not, and the underwriters have not, authorized any other person, including any dealer, salesperson or other individual, to provide you with any information or to make any representations other than those contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not, and the underwriters are not, making an offer to sell these notes in any jurisdiction where the offer or sale is not permitted. You should assume that the information in this prospectus supplement, the accompanying prospectus and the documents incorporated by reference is accurate only as of the date of such document. Our business, financial condition, results of operations and prospects may have changed since those dates. We undertake no obligation to publicly update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

This prospectus supplement and the accompanying prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the securities to which they relate or an offer to sell or the solicitation of an offer to buy such securities in any circumstances in which such offer or solicitation is unlawful. Neither the delivery of this prospectus supplement and the accompanying prospectus nor any sale made hereunder or thereunder shall, under any circumstances, create any implication that there has been no change in our affairs since the date hereof or that the information contained in any document incorporated by reference herein or therein is correct as of any time subsequent to the date of such document.

We expect to deliver the notes against payment for the notes on \_\_\_\_\_, which is the \_\_\_\_\_ business day following pricing ( T+ \_\_\_\_\_ ). Under Rule 15c6-1 of the Securities Exchange Act of 1934, as amended (the Exchange Act), trades in the secondary market generally are required to settle in two business days, unless the parties to a trade expressly agree otherwise. Accordingly, purchasers who wish to trade notes on the date of pricing or the next succeeding \_\_\_\_\_ business days will be required, by virtue of the fact that the notes initially will settle in T+ \_\_\_\_\_, to specify alternative settlement arrangements to prevent a failed settlement.

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**MARKET AND INDUSTRY DATA**

This prospectus supplement and the accompanying prospectus, including documents we incorporate by reference, contain information related to industry conditions and forecasts that we obtained from internal industry research, publicly available information (including industry publications), and surveys and market research provided by consultants. The publicly available information and the reports, forecasts and other research provided by consultants generally state that the information contained therein has been obtained from sources believed to be reliable, but there can be no assurance as to the accuracy and completeness of such information. We have not independently verified any of the data from third-party sources, nor have we ascertained the underlying economic assumptions relied upon therein. Similarly, our internal research and forecasts are based upon our management's understanding of industry conditions, and such information has not been verified by any independent sources.

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**FORWARD-LOOKING STATEMENTS**

This prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein or therein contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Exchange Act, which are subject to the safe harbor created by those sections. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management. In some cases, you can identify forward-looking statements by terms such as may, will, should, could, goal, would, expect, plan, anticipate, believe, estimate, project, predict, potential intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance, time frames or achievements to be materially different from any future results, performance, time frames or achievements expressed or implied by the forward-looking statements. We discuss many of these risks, uncertainties and other factors in this prospectus supplement, in our Annual Reports on Form 10-K and in our Quarterly Reports on Form 10-Q under the heading Risk Factors. Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of the document containing the applicable statement. You should read this prospectus supplement, the accompanying prospectus and the documents incorporated by reference herein or therein completely and with the understanding that our actual future results may be materially different from what we expect. We hereby qualify our forward-looking statements by these cautionary statements. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

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**SUMMARY**

*This summary highlights information contained elsewhere in this prospectus supplement and the accompanying prospectus. It does not contain all of the information that you should consider before making an investment decision, and it is qualified in its entirety by the more detailed information and financial statements, including the notes to those financial statements, that are part of the reports we file with the SEC and that are incorporated by reference in this prospectus supplement and the accompanying prospectus. We urge you to read carefully and consider the information contained in the entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference in this prospectus supplement and the accompanying prospectus, including our historical financial statements and notes to those financial statements. Please read the Risk Factors in this prospectus supplement and in our Annual Report on Form 10-K for the fiscal year ended December 29, 2017 and in our Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2018 for more information about important risks that you should consider before investing in the notes.*

**Trimble Inc.**

Trimble, a Delaware corporation, is a leading provider of technology solutions that enable professionals and field mobile workers to improve or transform their work processes. Our comprehensive work process solutions are used across a range of industries including agriculture, architecture, civil engineering, survey and land administration, construction, geospatial, government, natural resources, transportation, and utilities. Representative Trimble customers include engineering and construction firms, contractors, surveying companies, farmers and agricultural companies, transportation and logistics companies, energy, utility companies, and state, federal and municipal governments.

We transform the way the world works by delivering products and services that connect the physical and digital worlds. Core technologies used in positioning, modeling, connectivity and data analytics enable customers to improve productivity, quality, safety, and sustainability. Our products are sold based on return on investment and provide benefits such as lower operational costs, higher productivity, improved quality, enhanced safety and regulatory compliance, and reduced environmental impact. Representative products include equipment that automates and enables increased precision within large industrial equipment such as tractors and bulldozers; integrated systems that track fleets of vehicles and workers and provide real-time information and analytics to the back-office; data collection systems that enable the management of large amounts of geo-referenced information; software solutions that connect all aspects of a construction site or a farm; and building information modeling software that is used throughout the design, build, and operation of buildings.

Many of our products integrate real-time positioning or location technologies with wireless communications and software or information technologies. Information about location or position is transmitted via a wireless link to a domain-specific software application which enhances the productivity of the worker, asset, or work process. Position is provided through a number of technologies including the Global Positioning System, other Global Navigation Satellite Systems and their augmentation systems, and systems that use laser, optical, inertial or other technologies to establish real-time position. Integration of wireless communications in our solutions facilitates real-time data flow, communication and situational awareness within sites and between work sites or vehicles and offices.

Software is a key element of most of our solutions and accounts for a steadily increasing portion of our business. Our software products and services range from embedded real-time firmware to application software that integrates field data with large scale enterprise back-office applications. Many of our software solutions are built on configurable and enterprise grade scalable platforms that can be tailored to the workflows that our customers follow to implement their customized business processes. Our software capabilities include extensive



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3-D modeling, analysis and design solutions, civil engineering alignment selection solutions, design and data preparation software, building information modeling software, cloud-based collaboration solutions, applications for advanced surveying and geospatial data collection and analysis, as well as a large suite of domain-specific software applications used across a host of industries including agriculture, construction, utilities, and transportation. Our software is sold as a perpetual license or as a subscription, and can be delivered for on-premise installation or in a hosted environment as Software as a Service. Our software products allow our customers to optimize their work processes for targeted outcomes, improve their productivity, gain insight into their projects and operations, to enhance their decision making and to gain maximum benefit from a broad range of other Trimble products and systems.

Our global operations include major development, manufacturing or logistics operations in the United States, Sweden, Finland, Germany, New Zealand, Canada, the United Kingdom, the Netherlands, China, and India. Products are sold in more than 100 countries, through dealers, representatives, joint ventures and other channels throughout the world, as well as direct sales to end-users. Sales are supported by our own offices located in over 40 countries around the world.

We began operations in 1978 and were originally incorporated in California as Trimble Navigation Limited in 1981. On October 1, 2016, Trimble Navigation Limited changed its name to Trimble Inc. and changed its state of incorporation from the State of California to the State of Delaware. Our principal executive offices are located at 935 Stewart Drive, Sunnyvale, California 94085, and our telephone number is (408) 481-8000. We maintain a website at [www.trimble.com](http://www.trimble.com). The information on or accessible through our website is not incorporated by reference in this prospectus supplement or the accompanying prospectus, and you should not consider it a part of this prospectus supplement or the accompanying prospectus.

The information above concerning Trimble is only a summary and does not purport to be comprehensive. For additional information about Trimble, you should refer to the information described in [Where You Can Find More Information](#) in this prospectus supplement.

## **Recent Developments**

### ***Proposed Acquisition of Viewpoint***

As previously disclosed in our Current Report on Form 8-K filed with the SEC, on April 23, 2018, we entered into the Merger Agreement by and among us, Merger Sub, Waterfall and Bain Capital Private Equity, LP, solely in its capacity as representative. Pursuant to the terms and conditions of the Merger Agreement, Merger Sub, our wholly-owned subsidiary, will merge with and into Waterfall, the parent of Viewpoint, with Waterfall surviving as our wholly-owned subsidiary on the closing date.

The aggregate purchase price payable on the closing date is approximately \$1.2 billion in cash, which includes the repayment of outstanding indebtedness of Viewpoint. We expect to fund a portion of the Viewpoint Acquisition purchase price and other amounts payable under the terms of the Merger Agreement and related fees and expenses with new debt as described under [Financing Transactions](#) below. We expect to use a portion of the net proceeds from this offering of the notes to repay the indebtedness outstanding under our 2018 interim credit facility. The remaining proceeds of this offering, together with the borrowings under our new term loan facility and additional borrowings under our other credit facilities, will be used to fund the cash consideration and other amounts payable under the Merger Agreement, which includes the repayment of outstanding indebtedness of Viewpoint, and to pay fees and expenses associated with the foregoing. Pending the full application of the net proceeds of this offering of the notes, we may elect to temporarily repay amounts outstanding under our new revolving facility and our uncommitted facilities. This offering is not contingent on the consummation of the Viewpoint Acquisition. If the Viewpoint Acquisition is not consummated, we intend to use the net proceeds from

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the offering of the 2028 Notes for general corporate purposes and will redeem the 2023 Notes as described under **Description of Notes** **Special Mandatory Redemption of the 2023 Notes**.

We expect that the acquisition will close in the third quarter of 2018, although there can be no assurance that the transaction will occur within the expected time period or at all. Closing of the Viewpoint Acquisition is subject to customary closing conditions.

The foregoing description of the Merger Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of the Merger Agreement, which is filed as Exhibit 2.1 to our Current Report on Form 8-K filed on April 24, 2018 and incorporated herein by reference.

### *About Viewpoint*

Viewpoint is a leading global provider of integrated software solutions for the construction industry. Viewpoint software enables customers to integrate operations across the office, team and field to improve project profitability, enhance productivity, manage risk and effectively collaborate across a broad ecosystem that includes owners, general contractors, subcontractors, project managers, architects, engineers and more. Viewpoint is driving innovations that are transforming the construction industry by fully integrating operations across financial and HR systems, project management tools and mobile field solutions. Viewpoint's nearly 8,000 clients include 46 percent of the Engineering News-Record top 400, and 34 percent of the Engineering News-Record top 600. With over 700 employees, Viewpoint is headquartered in Portland, Oregon with major offices in Newcastle, England and Sydney, Australia.

The information above concerning Viewpoint is only a summary and does not purport to be comprehensive. See **Risks Related to the Viewpoint Acquisition** for more information.

### *Financing Transactions*

We intend to fund the cash consideration and other amounts payable under the terms of the Merger Agreement, which includes the repayment of outstanding indebtedness of Viewpoint, and to pay fees and expenses associated with the foregoing, with the net proceeds from this offering of notes together with the proceeds from borrowings under our new term loan facility and additional borrowings under our new revolving facility described below.

### *Bridge Loan Commitment Letter*

In connection with entering into the Merger Agreement, on April 23, 2018, we entered into a Bridge Loan Commitment Letter, by and among Trimble, JPMorgan Chase Bank, N.A. ( **JPMorgan** ), Goldman Sachs Bank USA, Bank of America, N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the **Bridge Commitment Letter** ). Pursuant to the Bridge Commitment Letter, the lenders party thereto have committed to provide a 364-day senior unsecured bridge term loan facility in an aggregate principal amount of up to \$1.2 billion. The commitments under the Bridge Commitment Letter were reduced to \$700 million upon entering into the new term loan facility described below and will be reduced in their entirety by the proceeds of the notes offered hereby.

### *New Credit Agreement*

On May 15, 2018, we entered into a New Credit Agreement, by and among Trimble, the borrowing subsidiaries from time to time party thereto, the lenders from time to time party thereto and JPMorgan, as

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administrative agent (the New Credit Agreement). The New Credit Agreement provided for an unsecured revolving credit facility in an aggregate principal amount of \$1.25 billion (the new revolving facility) and a delayed draw term loan facility in an aggregate principal amount of \$500 million (the new term loan facility). As of June 1, 2018, we had outstanding \$300.0 million aggregate principal amount of revolving loans and no term loans under the New Credit Agreement, which term loans may be borrowed only in connection with the consummation of the Viewpoint Acquisition.

The proceeds of the revolving loans under the New Credit Agreement may be used by us for working capital and general corporate purposes, including the financing of acquisitions. Subject to the satisfaction of certain conditions, we may use the proceeds from the new term loan facility solely to finance the Viewpoint Acquisition, the repayment of certain indebtedness of Viewpoint, and the payment of fees and expenses incurred in connection with the Viewpoint Acquisition and the financing thereof. The commitments for the new term loan facility terminate on the earliest to occur of (i) August 28, 2018, (ii) the date of the consummation of the Viewpoint Acquisition and (iii) the termination of the Merger Agreement (such earlier date, the term loan commitment termination date).

We may borrow, repay and reborrow funds under the new revolving facility until its maturity on May 15, 2023, at which time the new revolving facility will terminate, and all outstanding loans under the new revolving facility, together with all accrued and unpaid interest, must be repaid. We may borrow funds under the new term loan facility in a single drawing prior to the term loan commitment termination date, subject to certain conditions precedent, including the consummation of the Viewpoint Acquisition. The term loans would mature on the third anniversary of their funding date and would not be subject to amortization prior to their maturity date.

Borrowings under the New Credit Agreement will bear interest, at our option, at either: (a) the alternate base rate, which is defined as a fluctuating rate per annum equal to the greatest of (i) the prime rate then in effect, (ii) the federal funds rate then in effect, plus 0.50% per annum, and (iii) an adjusted LIBOR rate determined on the basis of a one-month interest period, plus 1.00%, in each case, plus a margin of between 0.00% and 0.875%; (b) an adjusted LIBOR rate (based on one, two, three or six-month interest periods), plus a margin of between 1.00% and 1.875%; or (c) an adjusted EURIBOR rate (based on one, two, three or six-month interest periods), plus a margin of between 1.00% and 1.875%. The applicable margin in each case is determined based on either our credit rating at such time or our leverage ratio as of our most recently ended fiscal quarter, whichever results in more favorable pricing to us.

The New Credit Agreement contains customary affirmative and negative covenants including, among other requirements, negative covenants that restrict our and our subsidiaries' ability to create liens and enter into sale and leaseback transactions, and that restrict the ability of our subsidiaries to incur indebtedness. Further, the New Credit Agreement contains financial covenants that require the maintenance of maximum leverage and minimum interest coverage ratios. Moreover, the New Credit Agreement contains events of default that include, among others, non-payment of principal, interest or fees, breach of covenants, inaccuracy of representations and warranties, cross defaults to certain other indebtedness, bankruptcy and insolvency events, material judgments, and events constituting a change of control.

The foregoing description of the New Credit Agreement and the transactions contemplated thereby does not purport to be complete and is qualified in its entirety by reference to the full text of the New Credit Agreement, which is filed as Exhibit 10.1 to our Current Report on Form 8-K filed May 16, 2018 and incorporated herein by reference.

This offering is not conditioned on the completion of the Viewpoint Acquisition or the borrowings pursuant to the Bridge Commitment Letter or the New Credit Agreement. However, if the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such

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date other than as a result of consummating the Viewpoint Acquisition, then we will be required to redeem all of the outstanding 2023 Notes on the special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on the principal amount of such notes to, but not including, the special mandatory redemption date. See Description of Notes Special Mandatory Redemption of the 2023 Notes. The 2028 Notes are not subject to a special mandatory redemption.

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**The Offering**

*The summary below describes the principal terms of the notes. Certain of the terms described below are subject to important limitations and exceptions. The Description of Notes section of this prospectus supplement and the Description of Debt Securities section of the accompanying prospectus contain a more detailed description of the terms of the notes.*

Issuer	Trimble Inc.		
Securities Offered \$ aggregate principal amount of	\$	aggregate principal amount of	% Senior Notes due 2023. % Senior Notes due 2028.
Maturity Date , 2028 for the 2028 Notes.		, 2023 for the 2023 Notes.	
Interest Rates % per year for the 2028 Notes.		% per year for the 2023 Notes.	
Interest Rate Adjustment	The interest rate payable on each series of notes will be subject to adjustment from time to time if Moody's or S&P (or, if applicable, a substitute rating agency) downgrades (or subsequently upgrades) its rating assigned to the respective series of notes. See Description of Notes Interest Rate Adjustment.		
Interest Payment Dates	Interest will be paid on the notes semi-annually on and of each year, beginning on , 2018. Interest on the notes will accrue from , 2018.		
Use of Proceeds	We estimate that the net proceeds from this offering will be approximately \$ , after deducting underwriting discounts and estimated offering expenses. We expect to use a portion of the net proceeds from this offering of the notes to repay the indebtedness outstanding under our 2018 interim credit facility. The remaining proceeds of this offering, together with the borrowings under our new term loan facility and additional borrowings under our other credit facilities, will be used to fund the cash consideration and other amounts payable under the Merger Agreement, which includes the repayment of outstanding indebtedness of Viewpoint, and to pay fees and expenses associated with the foregoing. Pending the full application of the net proceeds of this offering of the notes, we may elect to temporarily repay amounts outstanding under our new revolving facility and our uncommitted facilities.		
If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will use the net proceeds of the 2023 Notes, together with cash on hand, to redeem such notes pursuant to the special mandatory redemption provisions described below.			
The 2028 Notes are not subject to the special mandatory redemption. If the Viewpoint Acquisition is not consummated, we intend to use			



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the net proceeds from the offering of the 2028 Notes for general corporate purposes.

See Use of Proceeds and Description of Notes Special Mandatory Redemption of the 2023 Notes.

Sinking Fund

None.

Special Mandatory Redemption of the 2023 Notes

If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will be required to redeem all of the outstanding 2023 Notes on the special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on the principal amount of such notes to, but not including, the special mandatory redemption date. See Description of Notes Special Mandatory Redemption of the 2023 Notes.

Optional Redemption

We may redeem the notes of each series for cash in whole, at any time, or in part, from time to time, prior to maturity, at the respective redemption prices described under Description of Notes Optional Redemption.

Change of Control Repurchase Event

Upon the occurrence of a change of control repurchase event, as defined under Description of Notes Purchase of Notes upon Change of Control Repurchase Event, each holder will have the right to require us to repurchase all or any part of that holder's notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest to, but not including, the date of repurchase.

Certain Covenants

The indenture governing the notes contains covenants limiting our ability and the ability of our restricted subsidiaries (as defined therein) to:

create certain liens;

enter into certain sale and leaseback transactions; and

consolidate or merge with, or convey, transfer or lease all or substantially all our assets to, another person.

However, each of these covenants is subject to a number of significant qualifications and exceptions. You should read Description of Notes Certain Covenants in this prospectus supplement for a description of these covenants. Exceptions to these covenants will allow us and our subsidiaries to incur liens with respect to material assets owned by us.

Ranking

The notes will be our unsecured senior obligations and will rank equally with all our existing and future unsecured and unsubordinated indebtedness from time to time outstanding, including our existing 4.750% notes due 2024. The notes will be structurally

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subordinated to the liabilities of our subsidiaries and will be effectively subordinated to any secured indebtedness to the extent of the value of the assets

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securing such indebtedness. All existing and future liabilities of our subsidiaries will be effectively senior to the notes.

The indenture does not limit the amount of debt we may incur.

**Further Issuances**

We may, without the consent of existing holders, increase the principal amount of notes of any series by issuing more notes in the future, on the same terms and conditions (other than the issue date and possibly the price to the public) and with the same CUSIP number (unless the additional notes of a series are not fungible for U.S. federal income tax purposes with such series, in which case the additional notes will have a separate CUSIP number), in each case, as the notes being offered by this prospectus supplement. We do not plan to inform the existing holders if we re-open any series of notes to issue and sell additional notes of such series in the future. Additional notes issued in this manner will be consolidated with and will form a single series with the applicable series of notes being offered hereby.

**Listing**

The notes are new issues of securities with no established trading market. The notes are not, and are not expected to be, listed on any national securities exchange or included in any automated dealer quotation system.

**Denominations**

The notes will be issued in minimum denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof.

**Governing Law**

The indenture will provide that New York law shall govern any action regarding the notes brought pursuant to the indenture.

**Trustee**

U.S. Bank National Association.

**Risk Factors**

You should consider carefully all the information set forth and incorporated by reference in this prospectus supplement and the accompanying prospectus and, in particular, you should evaluate the specific factors set forth under the heading **Risk Factors** beginning on page S-5 of this prospectus supplement and in our Annual Report on Form 10-K for the fiscal year ended December 29, 2017 and in our Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2018, as well as the other information contained or incorporated herein by reference, before investing in any of the notes offered hereby.

**Conflicts of Interest**

Affiliates of certain of the underwriters in this offering may receive more than 5% of the net proceeds of this offering contemporaneously with the consummation of this offering. See **Use of Proceeds** in this prospectus supplement. In such event, this offering will be made in compliance with the requirements of the Financial Industry Regulatory Authority ( **FINRA** ) Rule 5121. No underwriter having a conflict of interest will confirm sales to accounts over which discretionary authority is exercised without the prior written consent of the accountholder. Because the notes offered hereby will be rated investment grade, pursuant to FINRA Rule 5121, the appointment of a qualified independent underwriter is not necessary. See **Underwriting (Conflicts of Interest)**.



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**Summary Historical Consolidated and Unaudited Pro Forma Combined Financial Data of Trimble**

In the tables below, we provide you with summary historical consolidated and unaudited pro forma combined financial data of Trimble. The summary unaudited pro forma combined financial data are derived from the unaudited pro forma combined financial statements included in Trimble's Current Report on Form 8-K filed with the SEC on June 4, 2018, which is incorporated by reference in this prospectus supplement. Our summary historical consolidated financial data is shown as adjusted for accounting changes to reflect our adoption of certain new accounting standards on a retrospective basis, including Revenue from Contracts with Customers (ASC 606). See Note 2 to the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement for further information. The historical consolidated financial data as adjusted for accounting changes is not included in the reports of our auditors incorporated by reference in this prospectus supplement.

Historical results are not necessarily indicative of the results that may be expected in the future. You should read the summary historical consolidated financial data of Trimble with the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement and Trimble's historical consolidated financial statements and the related notes incorporated by reference into this prospectus supplement. See [Where You Can Find More Information](#) in this prospectus supplement.

The unaudited pro forma combined statement of income and balance sheet incorporated by reference in this prospectus supplement give effect to the Viewpoint Acquisition and the related transactions described herein as if such transactions occurred on the first day of the fiscal year ended December 29, 2017 for statement of income purposes and on the last day of the fiscal year ended December 29, 2017 for balance sheet purposes. The summary unaudited pro forma combined financial data presented should be read together with (i) the unaudited pro forma combined financial statements and the related notes included in Trimble's Current Report on Form 8-K filed with the SEC on June 4, 2018, (ii) the historical consolidated financial statements of Trimble included in its Annual Report on Form 10-K for the year ended December 29, 2017 and (iii) the audited consolidated financial statements of Viewpoint as of and for the year ended December 31, 2017 included in Trimble's Current Report on Form 8-K filed with the SEC on June 4, 2018, in each case incorporated by reference herein.

Viewpoint is the operating company and an indirect wholly-owned subsidiary of Waterfall. Waterfall was formed solely for the purpose of holding the common stock of Waterfall Intermediate Holdings, Inc. (Intermediate), which was formed solely for the purpose of holding the common stock of Viewpoint. Neither Waterfall nor Intermediate is engaged in any business activities other than acting as a holding company, and neither Waterfall nor Intermediate has any material tangible assets or liabilities, except ownership of stock in the subsidiary. Audited historical financial statements for Waterfall and its consolidated subsidiaries are not currently available. Following the closing of the Viewpoint Acquisition, we will be required to prepare and file with the SEC historical financial information, including quarterly financial information, for Waterfall and its consolidated subsidiaries, which will be prepared in accordance with U.S. generally accepted accounting principles (GAAP) applicable to public companies, as well as related pro forma financial information giving effect to the Viewpoint Acquisition on our financial results for those periods. The historical financial information for Waterfall and its consolidated subsidiaries included in those SEC filings may differ materially from the historical financial information for Viewpoint due to the amortization of intangible assets and the tax effects thereof, purchase price allocation adjustments and changes that may be required to present such statements in accordance with GAAP applicable to public companies.

The unaudited pro forma combined financial data are based on the historical consolidated financial statements of Trimble and Viewpoint for the fiscal years ended December 29, 2017 and December 31, 2017, respectively, after giving effect to the completion of the Viewpoint Acquisition and the related transactions described herein and the assumptions and adjustments described in the accompanying notes to the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement.

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Such pro forma adjustments are directly attributable to the Viewpoint Acquisition and the related transactions described herein, are factually supportable and, for purposes of the unaudited pro forma combined statement of income, are expected to have a continuing impact on the combined results. The unaudited pro forma adjustments, which Trimble believes are reasonable under the circumstances, have been made solely for the purpose of providing the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement. The unaudited pro forma adjustments are preliminary and based upon available information and certain assumptions described in the notes to the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement. Until the Viewpoint Acquisition is consummated, we will not have complete access to all relevant information. Trimble management believes the fair values recognized for the assets to be acquired and the liabilities to be assumed are based on reasonable estimates and assumptions currently available. The final determination of the acquisition consideration and fair values of Viewpoint's assets and liabilities will be based on the actual net tangible and intangible assets of Viewpoint that exist as of the date of completion of the Viewpoint Acquisition. Consequently, the amounts allocated to goodwill and intangible assets could change significantly from those allocations used in the unaudited pro forma combined financial data presented below and could result in a material change in amortization of acquired finite lived intangible assets.

The summary unaudited pro forma combined financial data is provided for illustrative purposes only and does not purport to represent what the actual consolidated results of operations or the consolidated financial position of Trimble would have been had the Viewpoint Acquisition occurred on the date assumed, nor is it necessarily indicative of future consolidated results of operations or consolidated financial position. The summary unaudited pro forma combined financial data does not include the realization of cost savings from operating efficiencies or restructuring costs anticipated to result from the Viewpoint Acquisition.

The Viewpoint Acquisition is subject to certain conditions that, if not satisfied or waived, could delay closing or prevent it from occurring at all. This information is only a summary and should be read in conjunction with the sections titled "Use of Proceeds" and "Capitalization" in this prospectus supplement, with the historical consolidated financial statements and related notes of Trimble and Viewpoint and with the unaudited pro forma combined financial statements and the related notes thereto, in each case incorporated by reference in this prospectus supplement.

	2017	Fiscal Year 2016	2017
	Historical As Adjusted for Accounting Changes (1)	Historical As Adjusted for Accounting Changes (1)	Pro Forma Combined
<i>(In millions, except per share amounts)</i>			
<b>Summary Income Statement:</b>			
Revenue	\$ 2,646.5	\$ 2,362.1	\$ 2,800.6
Gross margin	1,377.6	1,234.5	1,452.4
Operating income	235.7	180.4	194.0
Income tax provision	129.7	43.9	79.6
Net income attributable to Trimble Inc.	\$ 118.4	\$ 132.4	\$ 77.9
Diluted earnings per share	\$ 0.46	\$ 0.52	\$ 0.30

- (1) See Note 2 to the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement for details of the adjustments for accounting changes to reflect the adoption of certain new accounting standards on a retrospective basis to our reported historical consolidated financial data.

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	At the End of Fiscal Year		
	2017	2016	2017
<i>(In millions)</i>	Historical As Adjusted for Accounting Changes (1)	Historical As Adjusted for Accounting Changes (1)	Pro Forma Combined
<b>Consolidated Balance Sheet:</b>			
Cash, cash equivalents and short-term Investments	\$ 537.4	\$ 327.2	\$ 540.0
Accounts receivable, net	427.7	366.2	444.9
Inventories	264.6	213.3	264.6
Goodwill	2,287.1	2,077.6	3,104.4
Other purchased intangible assets, net	364.8	333.3	814.8
Other assets	434.7	374.6	453.8
<b>Total assets</b>	<b>\$ 4,316.3</b>	<b>\$ 3,692.2</b>	<b>\$ 5,622.5</b>
Short-term debt	128.4	130.3	128.4
Long-term debt	785.5	489.6	1,978.2
Deferred revenue	276.6	246.4	296.0
Other liabilities	711.3	470.7	824.1
Stockholders' equity	2,414.5	2,355.2	2,395.8
<b>Total liabilities and equity</b>	<b>\$ 4,316.3</b>	<b>\$ 3,692.2</b>	<b>\$ 5,622.5</b>

- (1) See Note 2 to the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement for details of the adjustments for accounting changes to reflect the adoption of certain new accounting standards on a retrospective basis to our reported historical consolidated financial data.

**Other Financial Data of Trimble**

	Fiscal Year	
	2017	2016
<i>(In millions)</i>	Historical As Adjusted for Accounting Changes	Historical As Adjusted for Accounting Changes
Net cash provided by operating activities	\$ 429.7	\$ 431.1
Non-GAAP operating income	470.0	404.9
Adjusted EBITDA	\$ 534.1	\$ 459.5

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The table below provides a reconciliation between GAAP operating income and non-GAAP operating income and adjusted EBITDA:

	Fiscal Year	
	2017	2016
	Historical As Adjusted for Accounting Changes (1)	Historical As Adjusted for Accounting Changes (1)
<i>(In millions)</i>		
<b>GAAP operating income</b>	\$ 235.7	\$ 180.4
Restructuring charges	10.5	13.3
Amortization of purchased intangible assets	148.8	150.8
Stock-based compensation	64.8	52.6
Amortization of acquisition-related inventory step-up	2.8	
Acquisition / divestiture items	7.4	6.8
Executive transition costs		1.0
<b>Non-GAAP operating income (2)</b>	470.0	404.9
Depreciation expense	34.6	37.0
Income from equity method investments, net	29.5	17.6
<b>Adjusted EBITDA (2)</b>	\$ 534.1	\$ 459.5

- (1) See Note 2 to the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement for details of the adjustments for accounting changes to reflect the adoption of certain new accounting standards on a retrospective basis to our reported historical consolidated financial data.
- (2) Adjusted EBITDA refers to non-GAAP operating income plus depreciation and income from equity method investments. Non-GAAP operating income excludes restructuring charges, amortization of purchased intangible assets, stock-based compensation, amortization of acquisition-related inventory step-up, acquisition/divestiture items associated with external and incremental costs resulting directly from merger and acquisition activities such as legal, due diligence, integration, and other required closing costs and executive transition costs. We supplement the financial results that we provide in accordance with GAAP with non-GAAP financial measures to help our investors understand our past financial performance and our future results. The method we use to provide non-GAAP operating income and adjusted EBITDA is not computed according to GAAP and may differ from the methods used by other companies. Our non-GAAP measures are not meant to be considered in isolation or as a substitute for comparable GAAP measures and should be read only in conjunction with our consolidated financial statements prepared in accordance with GAAP. Our management team regularly uses our supplemental non-GAAP financial measures internally to understand, manage and evaluate the business and make operating decisions. These non-GAAP measures are among the primary factors management uses in planning and forecasting future periods. We believe that these non-GAAP financial measures reflect an additional way of viewing aspects of our operations that provide a supplemental understanding of factors and trends affecting our liquidity.

**Table of Contents****Summary Historical Consolidated Financial Data of Viewpoint**

In the tables below, we provide you with summary historical consolidated financial data of Viewpoint. Viewpoint's summary historical consolidated statements of operations for the fiscal year ended December 31, 2017 and summary historical consolidated balance sheet information as of December 31, 2017 are derived from the historical consolidated financial statements of Viewpoint incorporated by reference into this prospectus supplement. Historical results are not necessarily indicative of the results that may be expected in the future. You should read the summary historical consolidated financial data of Viewpoint with Viewpoint's historical consolidated financial statements and the related notes thereto incorporated by reference into this prospectus supplement. See "Where You Can Find More Information" in this prospectus supplement.

Viewpoint's historical consolidated financial data does not include, and is not presented after any adjustment for, the impact of the adoption of ASC 606.

Viewpoint is the operating company and an indirect wholly-owned subsidiary of Waterfall. Waterfall was formed solely for the purpose of holding the common stock of Intermediate, which was formed solely for the purpose of holding the common stock of Viewpoint. Neither Waterfall nor Intermediate is engaged in any business activities other than acting as a holding company, and neither Waterfall nor Intermediate has any material tangible assets or liabilities, except ownership of stock in the subsidiary. Audited historical financial statements for Waterfall and its consolidated subsidiaries are not currently available. Following the closing of the Viewpoint Acquisition, we will be required to prepare and file with the SEC historical financial information, including quarterly financial information, for Waterfall and its consolidated subsidiaries, which will be prepared in accordance with GAAP applicable to public companies, as well as related pro forma financial information giving effect to the Viewpoint Acquisition on our financial results for those periods. The historical financial information for Waterfall and its consolidated subsidiaries included in those SEC filings may differ materially from the historical financial information for Viewpoint due to the amortization of intangible assets and the tax effects thereof, purchase price allocation adjustments and changes that may be required to present such statements in accordance with GAAP applicable to public companies.

	<b>Fiscal Year 2017</b>
	Historical As Reported
<i>(In millions)</i>	
<b>Summary Income Statement:</b>	
Revenue	\$ 155.2
Gross margin	102.3
Operating income (loss)	(1.1)
Income tax benefit	(4.6)
Net loss attributable to Viewpoint, Inc.	\$ (5.8)

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	<b>At the End of Fiscal Year 2017</b>
	Historical As Reported
<i>(In millions)</i>	
<b>Consolidated Balance Sheet:</b>	
Cash and cash equivalents	\$ 19.2
Accounts receivable, net	15.8
Goodwill	194.7
Other purchased intangible assets, net	106.3
Other assets	21.9
<b>Total assets</b>	<b>\$ 357.9</b>
Short-term debt	2.6
Long-term debt	291.9
Deferred revenue	31.5
Other liabilities	27.4
Stockholders' equity	4.5
<b>Total liabilities and equity</b>	<b>\$ 357.9</b>

**Other Financial Data of Viewpoint**

	<b>Fiscal Year 2017</b>
	Historical As Reported
<i>(In millions)</i>	
Net cash provided by operating activities	\$ 17.8
Non-GAAP operating income	22.4
Adjusted EBITDA	\$ 25.2

The table below provides a reconciliation between GAAP operating loss and non-GAAP operating income and adjusted EBITDA:

	<b>Fiscal Year 2017</b>
	Historical As Reported
<i>(In millions)</i>	
<b>GAAP operating loss</b>	<b>\$ (1.1)</b>
Restructuring charges	3.0
Amortization of purchased intangible assets and other	14.8
Stock-based compensation	1.4
Acquisition/divestiture items	4.3
<b>Non-GAAP operating income (1)</b>	<b>22.4</b>
Depreciation	2.8
<b>Adjusted EBITDA (1)</b>	<b>\$ 25.2</b>



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- (1) Adjusted EBITDA for Viewpoint refers to non-GAAP operating income plus depreciation. Non-GAAP operating income excludes restructuring charges, amortization of purchased intangible assets and other, stock-based compensation, acquisition/divestiture items associated with external and incremental costs resulting directly from merger and acquisition activities such as legal, due diligence and integration costs.

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The method Viewpoint uses to provide non-GAAP operating income and adjusted EBITDA is not computed according to GAAP and may differ from the methods used by other companies. The non-GAAP measures of Viewpoint are not meant to be considered in isolation or as a substitute for comparable GAAP measures and should be read only in conjunction with Viewpoint's consolidated financial statements prepared in accordance with GAAP. Trimble's management team uses Viewpoint's supplemental non-GAAP financial measures to understand, manage and evaluate the business.

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**RISK FACTORS**

*Investing in the notes involves risks. Before making a decision to invest in the notes, you should carefully consider the risks related to the notes set forth below, as well as the risk factors related to our business and operations described in Part I, Item 1A of our Annual Report on Form 10-K for the fiscal year ended December 29, 2017 under the heading Risk Factors and in Part II, Item 1.A of our Quarterly Report on Form 10-Q for the fiscal quarter ended March 30, 2018 under the heading Risk Factors, which are incorporated by reference in this prospectus supplement and the accompanying prospectus. See Where You Can Find More Information in this prospectus supplement and the accompanying prospectus.*

**Risks Related to the Viewpoint Acquisition**

**The Viewpoint Acquisition is subject to certain closing conditions that, if not satisfied or waived, could delay closing or prevent it from occurring at all.**

The Viewpoint Acquisition is subject to customary closing conditions. If any condition to the acquisition is not satisfied or waived, the completion of the acquisition could be significantly delayed, or may not occur at all. We and Waterfall may also terminate the Merger Agreement under certain circumstances. For additional information, see our Form 8-K filed with the SEC on April 24, 2018. If we do not consummate the Viewpoint Acquisition, or if the closing is significantly delayed, our projected financial results may be adversely affected. We cannot assure you that the conditions to the closing of the Viewpoint Acquisition will be satisfied or waived or that the Viewpoint Acquisition will be consummated.

**If we do not consummate the Viewpoint Acquisition, holders of the 2028 Notes will not have any right to require us to redeem the 2028 Notes and our management will have broad discretion to use the net proceeds of the offering of the 2028 Notes.**

The 2028 Notes are not subject to the special mandatory redemption. Accordingly, holders of the 2028 Notes will not have any right to require us to redeem the 2028 Notes if we do not consummate the Viewpoint Acquisition. Additionally, if the Viewpoint Acquisition is not consummated, the holders of the 2028 Notes will not receive the anticipated benefits of the acquisition and, as a result, may not obtain their expected return on such notes.

Moreover, if the Viewpoint Acquisition is not consummated, our management will have broad discretion to use the net proceeds of the 2028 Notes for general corporate purposes. See Use of Proceeds. In such case, the holders of the 2028 Notes will be relying on the judgment of management with respect to the application of the net proceeds of this offering. Our management's judgments may not result in positive returns on your investment and you will not have an opportunity, as part of your investment decision, to evaluate the economic, financial or other information upon which our management bases its decisions. If the net proceeds are not applied effectively, our business, financial condition and results of operations may be adversely affected.

**Investing in and integrating Viewpoint could be costly, place a significant strain on our management systems and resources, or may fail to deliver the expected return on investment, which could negatively impact our operating results.**

The Viewpoint Acquisition entails numerous risks, including:

potential inability to successfully integrate acquired operations and products or to realize cost savings or other anticipated benefits from integration;

loss of key employees or customers of acquired operations;

difficulty of assimilating geographically dispersed operations and personnel of Waterfall;

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potential disruption of our business or the acquired business, including as a result of any interim operating restrictions in the Merger Agreement that limit our or Waterfall's ability to conduct business operations;

challenges of managing a larger combined business;

unanticipated expenses or delays related to the Viewpoint Acquisition, including potential change of control payments;

unanticipated difficulties in conforming business practices, policies, procedures, internal controls and financial records of Waterfall with our own business;

impairment of relationships with employees, customers, vendors, distributors or business partners of either Waterfall or our own business;

inability to accurately forecast the performance of Waterfall, resulting in unforeseen adverse effects on our operating results;

potential liabilities, including liabilities resulting from known or unknown compliance or legal issues, associated with Waterfall; and

negative accounting impact to our results of operations because of purchase accounting treatment and the business or accounting practices of Waterfall.

Any such effects from the Viewpoint Acquisition could be costly and place a significant strain on our management systems and resources.

As a result of the Viewpoint Acquisition, we will have significant assets that include goodwill and other purchased intangibles. The testing of goodwill and intangibles for impairment under established accounting guidelines requires significant use of judgment and assumptions. Changes in business conditions or in the prospects or results of operations of the acquired business could require negative adjustments to the valuation of these assets resulting in write-offs which adversely affect our results. If we divest a business and the proceeds are less than the net book value at the time, we would be forced to write off the difference. In addition, changes in the operating results or stock price of companies in which we have investments may have a direct impact on our financial statements or could result in our having to write-down the value of such investment.

Even if successfully negotiated and closed, the Viewpoint Acquisitions may not yield expected synergies, may not advance our business strategy as expected, may fall short of expected return-on-investment targets, or may not prove successful or effective for our business. Companies that we acquire may operate with different cost and margin structures, which could further cause fluctuations in our operating results and adversely affect our operating margins.

**We will incur substantial indebtedness to finance the acquisition of Viewpoint.**

In connection with the closing of the Viewpoint Acquisition and the repayment of Viewpoint's indebtedness, we expect to incur approximately \$\_\_\_\_\_ of indebtedness through a combination of senior unsecured notes and our new term loan facility. As a result of the announcement of the Viewpoint Acquisition and our plans to incur additional indebtedness, Moody's Investor Service, Inc. downgraded our ratings from Baa2 to Baa3 and, while our Standard & Poor's ratings were stable, we received a negative outlook. As a result of this downgrade, we expect our interest expense on our existing credit facilities to increase by 0.25% per annum. Any further downgrade in our ratings would further increase our interest expense. We publicly announced that, until we are able to deleverage, we intend to limit additional acquisitions and temporarily suspend our share repurchase program. The substantial indebtedness we expect to incur in connection with the Viewpoint Acquisition could have other important consequences, such as:

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requiring us to dedicate a portion of our cash flow from operations and other capital resources to debt service, thereby reducing our ability to fund working capital, capital expenditures, general corporate

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purposes and other cash requirements, particularly if the ratings assigned to our debt securities by rating organizations were further revised downward;

increasing our vulnerability to adverse economic and industry conditions;

reducing our ability to make investments and acquisitions which support the growth of the company, or to repurchase shares of our common stock;

placing us at a competitive disadvantage as compared to our competitors, to the extent that they are not as highly leveraged;

limiting our flexibility in planning for, or reacting to, changes and opportunities in our industry, which may place us at a competitive disadvantage; and

limiting our ability to incur additional debt on acceptable terms, if at all.

Our ability to incur additional indebtedness over time may be limited due to applicable financial covenants and restrictions, and due to the risk that significantly increasing our level of indebtedness could impact the ratings assigned to our debt securities by rating organizations, which in turn would increase the interest rates and fees that we pay in connection with our indebtedness.

If and to the extent this offering is not completed or our new term loan facility is not funded, we may fund any shortfall with borrowings under our new bridge facility. Any borrowings under our new bridge facility will mature 364 days after they are incurred. We may not be able to refinance borrowings under our new bridge facility on favorable terms or at all before their maturity. In addition, the interest rate applicable to borrowings under our new bridge facility will increase at the end of each three-month period after the borrowing date. Accordingly, we may incur additional interest expense if we are unable to refinance borrowings under our new bridge facility before the interest rate increases take effect.

**The unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement are preliminary and based on the historical financial information of Viewpoint, the operating company subsidiary of the acquired company, and our actual financial condition and results of operations after completing the Viewpoint Acquisition may differ materially.**

As of the date of this prospectus supplement, the Viewpoint Acquisition has not closed and we have not completed the detailed valuation analysis necessary to arrive at the required estimates of the fair value of Waterfall's assets to be acquired and liabilities to be assumed and the related allocations of purchase price, nor have we identified all adjustments necessary to conform Waterfall's accounting policies to our accounting policies. A final determination of the fair value of Waterfall's assets and liabilities, including intangible assets, will be based on the actual net tangible and intangible assets and liabilities of Waterfall as of the closing date of the Viewpoint Acquisition.

Moreover, the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement are based on the historical financial data of Viewpoint, the operating company and an indirect wholly-owned subsidiary of Waterfall, for the fiscal year ended December 31, 2017. Following the closing of the Viewpoint Acquisition, we will be required to file with the SEC historical financial information, including quarterly financial information, for Waterfall and its consolidated subsidiaries that is prepared in accordance with GAAP applicable to public companies, as well as related pro forma financial information giving effect to the Viewpoint Acquisition on our financial results for those periods. The historical financial information for Waterfall and its consolidated subsidiaries included in those SEC filings may differ materially from the historical financial information for Viewpoint due to the amortization of intangible assets and the tax effects thereof, purchase price allocation adjustments and changes that may be required to present such statements in accordance with GAAP applicable to public companies.

As a result, the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement are preliminary and is provided for illustrative purposes only. It is not necessarily



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indicative of operating results and the financial position that would have been achieved had the Viewpoint Acquisition occurred on the date assumed for purposes of that presentation and is subject to change as additional information becomes available and as additional analyses are performed. Furthermore, the unaudited pro forma combined financial statements incorporated by reference in this prospectus supplement do not purport to project the future operating results or financial position of the combined company following the Viewpoint Acquisition. The adjustments applied to the historical financial information of Viewpoint are based on estimates using historical information prepared by Viewpoint's management. The adjustments are based on estimates and assumptions that may not prove to be accurate, which may cause variations in the final purchase accounting. Additionally, in connection with the final purchase accounting, additional differences in the accounting policies of Trimble and Waterfall may be identified, which could result in further variations from the pro forma financial information incorporated by reference herein.

### **Risks Related to the Notes**

#### **The notes are structurally subordinated, which may affect your ability to receive payments on the notes.**

The notes are obligations exclusively of Trimble Inc. and not our subsidiaries. We currently conduct a significant portion of our operations through our subsidiaries and our subsidiaries have significant liabilities. In addition, we may, and in some cases we have plans to, conduct additional operations through our subsidiaries in the future and, accordingly, our subsidiaries' liabilities will increase. Our cash flow and our ability to service our debt, including the notes, therefore substantially depends upon the earnings of our subsidiaries, and we may depend on the distribution of earnings, loans or other payments by those subsidiaries to us.

Our subsidiaries are separate and distinct legal entities. Our subsidiaries have no obligation to pay any amounts due on the notes or, subject to existing or future contractual obligations between us and our subsidiaries, to provide us with funds for our payment obligations, whether by dividends, distributions, loans or other payments. In addition, any payment of dividends, distributions, loans or advances by our subsidiaries to us could be subject to statutory or contractual restrictions and taxes on distributions. Payments to us by our subsidiaries will also be contingent upon our subsidiaries' earnings and business considerations.

Our right to receive any assets of any of our subsidiaries upon liquidation or reorganization, and, as a result, the right of the holders of the notes to participate in those assets, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors and preferred stockholders, if any. As of March 30, 2018, our subsidiaries had \$1.4 million of promissory notes and other notes payable outstanding. The notes do not restrict the ability of our subsidiaries to incur additional liabilities. In addition, even if we were a creditor of any of our subsidiaries, our rights as a creditor would be subordinate to any security interest in the assets of our subsidiaries and any indebtedness of our subsidiaries senior to indebtedness held by us.

#### **The notes are subject to prior claims of any secured creditors under any secured debt that we may incur in the future, and if a default occurs, we may not have sufficient funds to fulfill our obligations under the notes.**

The notes are our senior unsecured general obligations, ranking equally with all of our other existing and future senior unsecured indebtedness, including our existing 4.750% notes due 2024. The indenture governing the notes permits us and our subsidiaries to incur additional secured debt under specified circumstances. If we incur any secured debt, all or a portion of our assets and the assets of our subsidiaries will be subject to prior claims by our secured creditors. In the event of our bankruptcy, liquidation, reorganization, dissolution or other winding up, assets that secure debt will be available to pay obligations on the notes only after all debt secured by those assets has been repaid in full. Holders of the notes will participate in our remaining assets ratably with all of our other unsecured and senior creditors, including our trade creditors. As of March 30, 2018, we had no secured indebtedness.



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### **We may not be able to purchase all of the notes upon a change of control triggering event, which would result in a default under the notes.**

We will be required to offer to purchase the notes upon the occurrence of a change of control triggering event as provided in the indenture governing the notes. However, we may not have sufficient funds to purchase the notes in cash at the time of any change of control triggering event. In addition, our ability to purchase the notes for cash may be limited by law or the terms or other agreements relating to our indebtedness outstanding at the time. Accordingly, we may not be able to satisfy our obligations to purchase your notes unless we are able to refinance or obtain consents from the holders of such indebtedness. Our failure to purchase your notes upon a change of control triggering event would cause a default under the indenture and could cause a cross-default or acceleration under certain agreements governing our other indebtedness.

### **The provisions in the indenture that govern the notes relating to change of control transactions will not necessarily protect you in the event of a highly leveraged transaction.**

The provisions in the indenture will not necessarily afford you protection in the event of a highly leveraged transaction that may adversely affect you, including a reorganization, restructuring, merger or other similar transaction involving us. These transactions may not involve a change in voting power or beneficial ownership or, even if they do, may not involve a change of the magnitude required under the definition of change of control repurchase event in the indenture to trigger these provisions, notably that the transactions are accompanied or followed within 60 days by a downgrade in the rating of the notes, following which the notes are no longer rated investment grade. Except as described under Description of Notes Purchase of Notes upon Change of Control Repurchase Event, the indenture does not contain provisions that permit the holders of the notes to require us to repurchase the notes in the event of a takeover, recapitalization or similar transaction.

### **You may not be able to determine when a change of control repurchase event has occurred and may not be able to require us to repurchase notes as a result of a change in the composition of the directors on our board.**

The definition of change of control, which is a condition precedent to a change of control repurchase event, includes a phrase relating to the sale, lease or transfer of all or substantially all of our assets. There is no precisely established definition of the phrase substantially all under applicable law. Accordingly, your ability to require us to repurchase your notes as a result of a sale, lease or transfer of less than all of our assets to another individual, group or entity may be uncertain.

In addition, a Delaware Chancery Court decision found that incumbent directors are permitted to approve as a continuing director any person, including one nominated by a dissident stockholder and not recommended by the board, as long as the approval is granted in good faith and in accordance with the board's fiduciary duties. Accordingly, you may not be able to require us to repurchase your notes as a result of a change in the composition of the directors on our board unless a court were to find that such approval was not granted in good faith or violated the board's fiduciary duties. The court also observed that certain provisions in an indenture, such as continuing director provisions, could function to entrench an incumbent board of directors and could raise enforcement concerns if adopted in violation of a board's fiduciary duties. If such a provision was found unenforceable, you would not be able to require us to repurchase your notes upon a change of control resulting from a change in the composition of our board.

### **Despite our current debt levels and the indebtedness we expect to incur in connection with the Viewpoint Acquisition, we may still incur substantially more debt.**

We may be able to incur substantial indebtedness in the future. The notes and the terms of the indenture under which the notes will be issued do not limit the amount of indebtedness that we may incur. If we incur any

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additional indebtedness that ranks equally with the notes, the holders of that indebtedness will be entitled to share ratably with the holders of the notes in any proceeds distributed in connection with any insolvency, liquidation, reorganization, dissolution or other winding up of our company. Our incurrence of additional debt may have important consequences for you as a holder of the notes, including making it more difficult for us to satisfy our obligations with respect to the notes, a loss in the market value of your notes and a risk that the credit rating of the notes is downgraded or withdrawn, which could negatively impact the price of bonds.

**If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will be required to redeem all of the outstanding 2023 Notes on the special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on the principal amount of such notes to, but not including, the special mandatory redemption date and, as a result, holders of the 2023 Notes may not obtain their expected return on such notes.**

We may not consummate the Viewpoint Acquisition on or prior to August 23, 2018, or the Merger Agreement may be terminated prior to such date other than as a result of consummating the Viewpoint Acquisition. Our ability to consummate the Viewpoint Acquisition is subject to customary closing conditions, including regulatory approvals and other matters over which we have limited or no control. If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will be required to redeem all of the outstanding 2023 Notes on the special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on the principal amount of such notes to, but not including, the special mandatory redemption date. See Description of Notes Special Mandatory Redemption of the 2023 Notes. If we redeem the 2023 Notes pursuant to the special mandatory redemption, you may not obtain your expected return on such notes. Your decision to invest in the 2023 Notes is made at the time of the offering of such notes. You will have no rights under the special mandatory redemption provision if the closing of the Viewpoint Acquisition occurs on or prior to August 23, 2018, nor will you have any right to require us to redeem your 2023 Notes if, between the closing of the notes offering and the closing of the Viewpoint Acquisition, we experience any changes in our business or financial condition or if the terms of the Viewpoint Acquisition change.

**We are not obligated to place the proceeds from the sale of the 2023 Notes in escrow prior to the closing of the Viewpoint Acquisition.**

If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will be required to redeem all of the outstanding 2023 Notes at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on such notes to, but not including, the special mandatory redemption date. See Description of Notes Special Mandatory Redemption of the 2023 Notes. We are not obligated to place the proceeds from the sale of the 2023 Notes in escrow prior to the closing of the Viewpoint Acquisition or to provide a security interest in those proceeds, and there are no restrictions on our use of those proceeds during such time. Accordingly, we will need to fund any special mandatory redemption using cash on hand, proceeds of this offering that we have voluntarily retained or from other sources of liquidity. We cannot assure you that we will have sufficient funds available when needed to make any required redemption of the 2023 Notes offered hereby. Any failure to make any required redemption of the 2023 Notes would constitute a default under the indenture governing the 2023 Notes.

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### **The limited covenants in the indenture for the notes and the terms of the notes do not provide protection against some types of important corporate events and may not protect your investment.**

The indenture for the notes does not:

require us to maintain any financial ratios or specific levels of net worth, revenues, income, cash flow or liquidity and, accordingly, does not protect holders of the notes in the event that we experience significant adverse changes in our financial condition or results of operations;

limit our subsidiaries' ability to incur indebtedness, which could effectively rank senior to the notes;

limit our ability to incur substantial secured indebtedness that would effectively rank senior to the notes to the extent of the value of the assets securing the indebtedness;

limit our ability to incur indebtedness that is equal in right of payment to the notes;

restrict our subsidiaries' ability to issue securities or otherwise incur indebtedness that would be senior to our equity interests in our subsidiaries;

restrict our ability to repurchase or prepay our securities;

restrict our ability to enter into highly leveraged transactions; or

restrict our ability to make investments or to repurchase or pay dividends or make other payments in respect of our common stock or other securities ranking junior to the notes.

Furthermore, the indenture for the notes contains only limited protections in the event of a change in control. We could engage in many types of transactions, such as certain acquisitions, refinancings or recapitalizations, that could substantially affect our capital structure and the value of the notes. For these reasons, you should not consider the covenants in the indenture as a significant factor in evaluating whether to invest in the notes.

### **The negative covenants in the indenture that govern the notes may have a limited effect.**

The indenture governing the notes contains covenants limiting our ability and the ability of our restricted subsidiaries to create certain liens on principal property or the capital stock of restricted subsidiaries, enter into certain sale and leaseback transactions with respect to principal property, and consolidate or merge with, or convey, transfer or lease all or substantially all our assets, taken as a whole, to, another person. The covenants limiting liens and sale and leaseback transactions contain exceptions that will allow us and our restricted subsidiaries to incur liens with respect to material assets. See "Description of Notes—Certain Covenants" in this prospectus supplement. In light of these exceptions and other factors described above, holders of the notes may be structurally or contractually subordinated to new lenders.

### **A downgrade of our credit ratings could adversely impact your investment in the notes.**

We are subject to periodic review by independent credit rating agencies. Increases in the level of our outstanding indebtedness, repurchases of our equity by us, or other events could cause the rating agencies to downgrade, place on negative watch or change their outlook on our debt credit rating generally, and the ratings on the notes, which could adversely impact the trading prices for, or the liquidity of, the notes. Certain of these ratings have been downgraded in the past, and any of these ratings may be downgraded in the future. Any such downgrade, placement on

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negative watch or change in outlook could also adversely affect our cost of borrowing, limit our access to the capital markets or result in more restrictive covenants in future debt agreements.

**We have a substantial amount of indebtedness, which could limit our financing and other options and adversely affect our ability to make payments on the notes.**

We have a substantial amount of indebtedness. As of March 30, 2018, we had \$1,122.3 million of total debt, including \$1.4 million of promissory notes and other notes payable of our consolidated subsidiaries. In addition,

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since March 30, 2018 and to the date of this prospectus supplement, we incurred an additional \$5 million of indebtedness under our revolving facility. Our level of indebtedness could have important consequences to holders of the notes. For example, it may limit:

our ability to obtain additional financing for working capital, capital expenditures or general corporate purposes, particularly if the ratings assigned to our debt securities by rating organizations were revised downward; and

our flexibility to adjust to changing business and market conditions and make us more vulnerable to a downturn in general economic conditions as compared to our competitors.

There are various financial covenants and other restrictions in our debt instruments. If we fail to comply with any of these requirements, the related indebtedness (and other unrelated indebtedness) could become due and payable prior to its stated maturity, and we may not be able to repay the indebtedness that becomes due. A default under our debt instruments may also significantly affect our ability to obtain additional or alternative financing.

Our ability to make scheduled payments or to refinance our obligations with respect to indebtedness will depend on our operating and financial performance, which in turn, is subject to prevailing economic conditions and to financial, business and other factors beyond our control.

### **The credit ratings assigned to the notes may not reflect all risks of an investment in the notes.**

The credit ratings assigned to the notes reflect the rating agencies' assessments of our ability to make payments on the notes when due. Consequently, actual or anticipated changes in these credit ratings will generally affect the market value of the notes. These credit ratings, however, may not reflect the potential impact of risks related to structure, market or other factors related to the value of the notes.

### **Redemption may adversely affect your return on the notes.**

The notes are redeemable at our option, and therefore we may choose to redeem the notes at times when prevailing interest rates are relatively low. As a result, you may not be able to reinvest the proceeds you receive from the redemption in a comparable security at an effective interest rate as high as the interest rate on your notes being redeemed.

### **An active trading market for the notes may not develop.**

The notes are new issues of securities for which there is currently no public market, and no active trading market might ever develop. If the notes are traded after their initial issuance, they may trade at a discount from their initial offering price, depending on prevailing interest rates, the market for similar securities, the ratings of our indebtedness assigned by the various credit rating agencies, our performance and other factors. To the extent that an active trading market does not develop, the liquidity and trading prices for the notes may be harmed.

We have no plans to list the notes on a securities exchange. We have been advised by the underwriters that they presently intend to make a market in the notes. However, the underwriters are not obligated to do so. Any market-making activity, if initiated, may be discontinued at any time, for any reason or for no reason, without notice. If the underwriters cease to act as the market makers for the notes, we cannot assure you another firm or person will make a market in the notes.

The liquidity of any market for the notes will depend upon the number of holders of the notes, our results of operations and financial condition, the market for similar securities, the interest of securities dealers in making a market in the notes and other factors. An active or liquid trading market for the notes may not develop.

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**USE OF PROCEEDS**

We estimate that the net proceeds from this offering will be approximately \$ , after deducting underwriting discounts and estimated offering expenses. We expect to use a portion of the net proceeds from this offering of the notes to repay the indebtedness outstanding under our 2018 interim credit facility. The remaining proceeds of this offering, together with the borrowings under our new term loan facility and additional borrowings under our other credit facilities, will be used to fund the cash consideration and other amounts payable under the Merger Agreement, which includes the repayment of outstanding indebtedness of Viewpoint, and to pay fees and expenses associated with the foregoing. Pending the full application of the net proceeds of this offering of the notes, we may elect to temporarily repay amounts outstanding under our new revolving facility and our uncommitted facilities. If the Viewpoint Acquisition is not consummated, we intend to use the net proceeds from the offering of the 2028 Notes for general corporate purposes and will redeem the 2023 Notes as described below.

Viewpoint's existing credit facilities mature on July 21, 2024 and July 21, 2025, and amounts outstanding thereunder bear interest at 3.25% for alternate base rate loans or 4.25% for LIBOR loans, as applicable, plus the alternate base rate or relevant LIBOR rate, as applicable, and at 7.25% for alternate base rate loans or 8.25% for LIBOR loans, as applicable, plus the alternate base rate or relevant LIBOR rate, as applicable, respectively. As of December 31, 2017, there was approximately \$294.5 million of borrowings outstanding under Viewpoint's credit facilities. See [Description of Other Indebtedness](#) for more information about our credit facilities.

Certain affiliates of the underwriters are lenders and/or agents under our new revolving facility, our new term loan facility, our 2018 interim credit facility, our uncommitted facilities and/or Viewpoint's credit facilities. Therefore, affiliates of the underwriters will receive a portion of the net proceeds from this offering used to repay the outstanding loans under such credit facilities. See [Underwriting \(Conflicts of Interest\)](#) for more information.

This offering is not contingent on the consummation of the Viewpoint Acquisition. However, if the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition, then we will use the net proceeds of the 2023 Notes, together with cash on hand, to redeem such notes on the special mandatory redemption date at a redemption price equal to 101% of the aggregate principal amount of such notes, plus accrued and unpaid interest on the principal amount of such notes to, but not including, the special mandatory redemption date, as described under [Description of Notes - Special Mandatory Redemption of the 2023 Notes](#) in this prospectus supplement. The 2028 Notes are not subject to a special mandatory redemption.

**Table of Contents****CAPITALIZATION**

The following table sets forth our capitalization as of March 30, 2018:

on an actual basis;

as adjusted to give effect to this offering (but not the use of proceeds therefrom); and

as further adjusted to give effect to this offering and the use of proceeds therefrom as described under Use of Proceeds, and the use of cash and incurrence of debt to consummate the Viewpoint Acquisition as described under Summary Recent Developments Financing Transactions.

Actual amounts may vary from the as further adjusted amounts set forth below depending on several factors, including potential changes in our financing plans as a result of market conditions or the timing of the consummation of the Viewpoint Acquisition.

You should read the data set forth in the table below in conjunction with Use of Proceeds and with our unaudited consolidated financial statements as of and for the quarter ended March 30, 2018, and the information under the caption Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations in our Quarterly Report on Form 10-Q for the quarter ended March 30, 2018, in each case incorporated by reference in this prospectus supplement. The as further adjusted information set forth below may not reflect our cash, debt and capitalization in the future and does not otherwise reflect any cash or indebtedness of Viewpoint as of March 30, 2018.

	At March 30, 2018	
	Actual	As Further Adjusted (1)
	(unaudited, in millions, except par value)	
Cash and cash equivalents	\$ 274.5	
Total debt:		
New term loan facility (2)	\$	
New revolving facility (2)		
2018 interim credit facility	300.0	
2014 Credit Facility	295.0	
4.750% Notes due 2024 (3)	395.9	
% Notes due 2023		
% Notes due 2028		
Uncommitted facilities (4)	130.0	
Promissory notes and other debt	1.4	
Total debt	1,122.3	
Stockholders' equity:		
Preferred stock, par value \$0.001; authorized 3.0 shares; none outstanding		
Common stock, par value \$0.001; authorized 360.0 shares; issued and outstanding 248.7 shares	\$ 0.2	
Additional paid-in capital	1,497.0	
Retained earnings	1,103.6	
Accumulated other comprehensive loss	(101.1)	

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Total Trimble Inc. stockholders equity	2,499.7
Noncontrolling interests	0.2
Total stockholders equity	2,499.9
Total capitalization	\$ 3,622.2

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- (1) This assumes the purchase price of the Viewpoint Acquisition is as currently anticipated. If the Viewpoint Acquisition is not consummated, then we will be required to redeem all of the outstanding 2023 Notes. See Description of Notes Special Mandatory Redemption of the 2023 Notes.
- (2) As of June 1, 2018, we had approximately \$300 million of outstanding indebtedness under the new revolving facility and no borrowings under our new term loan facility, and we had approximately \$950 million of unused borrowing availability under our new revolving facility and \$500 million of unused borrowing availability under our new term loan facility.
- (3) Net of unamortized discount and debt issuance costs.
- (4) As of June 1, 2018, we had approximately \$126 million of outstanding indebtedness under the uncommitted facilities, and we had approximately \$24 million of unused borrowing availability under our uncommitted facilities.

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**Table of Contents****RATIO OF EARNINGS TO FIXED CHARGES**

The table below reflects our ratio of earnings to fixed charges for the previous five fiscal years and for the first fiscal quarter of 2018. Fiscal years 2017 and 2016 are adjusted for the impact of accounting changes as noted. Fiscal year 2017 and the first fiscal quarter of 2018 are also shown on a pro forma basis giving effect to this offering and the use of proceeds therefrom, as if the notes were issued on December 31, 2016, which is the first day of fiscal year 2017. The pro forma ratio of earnings to fixed charges presented below does not include adjustments related to purchase accounting resulting from the consummation of the Viewpoint Acquisition. No shares of our preferred stock were outstanding during any of the fiscal years that are below presented. Therefore, the ratios of earnings to fixed charges and preferred dividends are not separately stated from the ratios of earnings to fixed charges.

	Three Months Ended			For the Fiscal Years Ended			
	March 30, 2018	December 29, 2017 Pro Forma	December 29, 2017 As Adjusted for Accounting Changes(c)	December 30, 2016 As Adjusted for Accounting Changes(c)	January 1, 2016 As Reported	January 2, 2015 As Reported	January 3, 2014 As Reported
Ratio of earnings to fixed charges(a)	6.9x		8.0x	6.5x	5.9x	12.7x	11.2x

- (a) The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. For this purpose, earnings consists of income before taxes excluding income or loss from equity method investees, adding distributed income from equity method investees and fixed charges. Fixed charges consists of interest on all indebtedness, amortization of debt issuance costs, and estimated interest as a component of rental expense.
- (b) The pro forma ratio of earnings to fixed charges does not include Viewpoint's loss before income tax and related pro forma adjustments resulting from purchase accounting.
- (c) Financial data has been adjusted for the fiscal 2018 adoption of ASC 606 and *Improving the Presentation of Net Periodic Pension Cost and Net Periodic Postretirement Benefit Cost*, ASU 2017-07, which are reflected on a retrospective basis for fiscal 2016 and 2017.

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**DESCRIPTION OF NOTES**

*The following description of the particular terms of the notes offered by this prospectus supplement should be read in conjunction with the description of the general terms and provisions of the debt securities under the caption "Description of Debt Securities" beginning on page 14 of the accompanying prospectus.*

The notes will be issued in two separate series under the indenture, dated October 30, 2014 (the "base indenture"), between the Company (formerly Trimble Navigation Ltd.) and U.S. Bank National Association, as trustee (the "trustee"), as supplemented by the first supplemental indenture, dated November 24, 2014, the second supplemental indenture, dated October 1, 2016, and one or more supplemental indentures to be entered into concurrently with the delivery of the notes (as so supplemented, the "indenture"). The following summary of provisions of the indenture and the notes does not purport to be complete and is subject to, and qualified in its entirety by reference to, all of the provisions of the indenture, including definitions therein of certain terms and provisions made a part of the indenture by reference to the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act").

This summary may not contain all information that you may find useful. You should read the indenture and the notes, copies of which are available from the Company upon request. The base indenture has been filed as an exhibit to the registration statement of which this prospectus supplement and the accompanying prospectus form a part. You may also request copies of the indenture from us at our address set forth under "Where You Can Find More Information" in this prospectus supplement.

Capitalized terms used and not defined in this summary have the meanings specified in the indenture. References to "the Company" in this section of this prospectus supplement are only to Trimble Inc. and not to any of its subsidiaries.

**General**

The notes will have the following basic terms:

the notes will be senior unsecured obligations of the Company and will rank equally with all other existing and future unsecured and unsubordinated debt obligations of the Company, including its existing 4.750% notes due 2024, indebtedness it may incur from time to time under its unsecured \$1.25 billion new revolving facility, its unsecured \$500 million new term loan facility and its unsecured \$300 million revolving credit facility with The Bank of Nova Scotia (together with the new revolving facility and the new term loan facility, the "credit facilities");

the notes will be effectively subordinated in right of payment to all existing and future secured indebtedness of the Company to the extent of the value of the assets securing such indebtedness. As of March 30, 2018, the Company did not have any outstanding secured indebtedness;

the notes will be senior in right of payment to any existing and future indebtedness of the Company that is subordinated to the notes;

the notes will be structurally subordinated to all liabilities of the Company's subsidiaries. As of March 30, 2018, the Company's subsidiaries had approximately \$1.4 million of promissory notes and other notes payable outstanding;

the 2023 notes initially will be limited to \$ \_\_\_\_\_ million aggregate principal amount and the 2028 notes initially will be limited to \$ \_\_\_\_\_ million aggregate principal amount (in each case subject to the rights of the Company to issue additional notes as described under "Further Issuances" below);

the 2023 notes will accrue interest at a rate of \_\_\_\_\_ % per year and the 2028 notes will accrue interest at a rate of \_\_\_\_\_ % per year, in each case subject to adjustment as described under "Interest Rate Adjustment";



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the 2023 notes will mature on \_\_\_\_\_, 2023 and the 2028 notes will mature on \_\_\_\_\_, 2028, in each case unless redeemed or repurchased prior to that date;

interest will accrue on the notes of each series from the most recent interest payment date to or for which interest has been paid or duly provided for (or if no interest has been paid or duly provided for, from the issue date of such notes), payable semi-annually in arrears on \_\_\_\_\_ and \_\_\_\_\_ of each year, beginning on \_\_\_\_\_, 2018;

the Company may redeem the notes of each series prior to maturity, in whole or in part, as described under \_\_\_\_\_ Optional Redemption below;

the Company will be required to redeem the 2023 notes if the Company does not consummate the Viewpoint Acquisition, as described under \_\_\_\_\_ Special Mandatory Redemption of the 2023 notes \_\_\_\_\_ below;

the Company may be required to repurchase the notes of each series in whole or in part at your option in connection with the occurrence of a \_\_\_\_\_ change of control repurchase event \_\_\_\_\_ as described under \_\_\_\_\_ Purchase of Notes upon Change of Control Repurchase Event below;

the notes of each series will be issued in registered form in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof;

the notes of each series will be represented by one or more global notes registered in the name of a nominee of The Depository Trust Company ( \_\_\_\_\_ DTC \_\_\_\_\_), but in certain limited circumstances may be represented by notes in definitive form (see \_\_\_\_\_ Book-Entry; Delivery and Form; Global Notes \_\_\_\_\_ below); and

the notes of each series will be exchangeable and transferable at the office or agency of the Company maintained for such purposes (which initially will be the corporate trust office of the trustee).  
Interest on the notes of each series will be paid to the person in whose name that note is registered at the close of business on \_\_\_\_\_ or \_\_\_\_\_, as the case may be, immediately preceding the relevant interest payment date. Interest on the notes of each series will be computed on the basis of a 360-day year comprised of twelve 30-day months.

If any interest or other payment date of a note falls on a day that is not a business day, the required payment of principal, premium, if any, or interest will be due on the next succeeding business day as if made on the date that the payment was due, and no interest will accrue on that payment for the period from and after that interest or other payment date, as the case may be, to the date of that payment on the next succeeding business day. The term \_\_\_\_\_ business day \_\_\_\_\_ when used with respect to any note, means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in New York, New York (or such other place of payment as may be subsequently specified by the Company) are authorized or obligated by law or executive order to close.

The Company does not intend to list the notes on any national securities exchange or include the notes in any automated quotation system.

The notes will not be subject to any sinking fund.

The Company may, subject to compliance with applicable law, at any time purchase notes in the open market or otherwise.

The indenture does not contain any provisions that would limit the Company's ability to incur additional unsecured indebtedness or require the maintenance of financial ratios or specified levels of net worth or liquidity.

**Payment and Transfer or Exchange**

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Principal of and premium, if any, and interest on the notes will be payable, and the notes may be exchanged or transferred, at the office or agency maintained by the Company for such purpose (which initially will be the

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corporate trust office of the trustee). Payment of principal of and premium, if any, and interest on a global note registered in the name of or held by DTC or its nominee will be made in immediately available funds to DTC or its nominee, as the case may be, as the registered holder of such global note. If the notes are no longer represented by a global note, payment of interest on certificated notes in definitive form may, at the option of the Company, be made by check mailed directly to holders at their registered addresses or wire transfer to an account located in the United States maintained by the payee. See [Book-Entry; Delivery and Form; Global Notes](#) below.

A holder may transfer or exchange any certificated notes in definitive form at the same location set forth in the preceding paragraph. No service charge will be made for any registration of transfer or exchange of notes, but the Company may require payment of a sum sufficient to cover any transfer tax or other similar governmental charge payable in connection therewith. The Company is not required to transfer or exchange any note selected for redemption during a period of 15 days before mailing of a notice of redemption of notes to be redeemed.

The registered holder of a note will be treated as the owner of that note for all purposes.

All amounts of principal of and premium, if any, and interest on the notes paid by the Company that remain unclaimed two years after such payment was due and payable will be repaid to the Company, and the holders of such notes will thereafter look solely to the Company for payment.

### **Ranking**

The notes will be senior unsecured obligations of the Company and will rank equally in right of payment with all existing and future unsecured and unsubordinated obligations of the Company, including its existing 4.750% notes due 2024 and any indebtedness the Company may incur from time to time under the credit facilities. As of March 30, 2018, the Company had \$1,122.3 million of outstanding senior indebtedness. On a pro forma as adjusted basis after giving effect to the Viewpoint Acquisition, including the incurrence of indebtedness to fund the acquisition, we would have had approximately \$2,223.3 million of outstanding indebtedness and an additional \$974 million of available borrowing under our credit facilities, all of which would be unsecured indebtedness. See [Capitalization](#) for more information.

The notes will effectively rank junior to all existing and future secured indebtedness of the Company to the extent of the assets securing such indebtedness, and to all liabilities of its subsidiaries. As of March 30, 2018, the Company did not have any outstanding secured indebtedness. The Company derives a portion of its operating income and cash flow from its subsidiaries. Therefore, the Company's ability to make payments when due to the holders of the notes is, in large part, dependent upon the receipt of sufficient funds from its subsidiaries. As of March 30, 2018, the Company's subsidiaries had approximately \$1.4 million of promissory notes and other notes payable outstanding.

Claims of creditors of the Company's subsidiaries generally will have priority with respect to the assets and earnings of such subsidiaries over the claims of the Company's creditors, including holders of the notes. Accordingly, the notes will be effectively subordinated to creditors, including trade creditors and preferred stockholders, if any, of the Company's subsidiaries.

### **Interest Rate Adjustment**

The interest rate payable on each series of notes will be subject to adjustment from time to time if Moody's or S&P (or, if applicable, a substitute rating agency) (each as defined under [Purchase of Notes upon Change of Control Repurchase Event](#)) downgrades (or subsequently upgrades) its rating assigned to the respective series of notes, as set forth below. Each of Moody's, S&P and any substitute rating agency is an Interest Rate Rating Agency, and together they are Interest Rate Rating Agencies.

If the rating of any series of notes from Moody's (or, if applicable, any substitute rating agency) with respect to such series of notes is decreased to a rating set forth in the immediately following table, the interest

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rate on such series of notes will increase from the interest rate payable on such series of notes on the date of their initial issuance by an amount equal to the percentage set forth opposite that rating:

<b>Moody's Rating*</b>	<b>Percentage</b>
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

\* Including the equivalent ratings of any substitute rating agency.

If the rating of any series of notes from S&P (or, if applicable, any substitute rating agency) with respect to such series of notes is decreased to a rating set forth in the immediately following table, the interest rate on such series of notes will increase from the interest rate payable on such series of notes on the date of their initial issuance by an amount equal to the percentage set forth opposite that rating:

<b>S&amp;P Rating*</b>	<b>Percentage</b>
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

\* Including the equivalent ratings of any substitute rating agency.

Each adjustment required by any decrease or increase in a rating set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any substitute rating agency), shall be made independent of any and all other adjustments.

No adjustment in the interest rate on any series of notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating on such series of notes. If at any time less than two Interest Rate Rating Agencies provide a rating on a series of notes for reasons beyond our control, we will use commercially reasonable efforts to obtain a rating on such notes from a substitute rating agency for purposes of determining any increase or decrease in the per annum interest rate on a series of notes pursuant to the tables above, (1) such substitute rating agency will be substituted for the last Interest Rate Rating Agency to provide a rating on such series of notes but which has since ceased to provide such rating, (2) the relative ratings scale used by such substitute rating agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by us and, for purposes of determining the applicable ratings included in the applicable table above with respect to such substitute rating agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (3) the per annum interest rate on such notes will increase or decrease, as the case may be, such that the interest rate equals the interest rate payable on such series of notes on the date of their initial issuance plus the appropriate percentage, if any, set forth opposite the rating from such substitute rating agency in the applicable table above (taking into account the provisions of clause (2) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency). For so long as (a) only one Interest Rate Rating Agency provides a rating on a series of notes, any increase or decrease in the interest rate on such notes necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above and (b) no Interest Rate Rating Agency provides a rating on such notes, the interest rate on that series of notes will increase to, or remain at, as the case may be, 2.00% above the interest rate payable on such series of notes on the date of their initial issuance. In no event shall (x) the interest rate for a series of notes be reduced to below the interest rate payable on such series of notes on the date of their initial issuance or (y) the total increase in the interest rate on a series of notes exceed 2.00% above the interest rate payable on such series of notes on the date of their initial issuance. If Moody's or S&P ceases to rate a series of notes or make a rating of such notes publicly available for reasons within our control, we will not be



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entitled to obtain a rating from a substitute rating agency and the increase or decrease in the per annum interest rate on the notes of such series shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on such notes, as the case may be.

If at any time the interest rate on any series of notes has been adjusted upward and any of the Interest Rate Rating Agencies subsequently increases its rating of such notes, the interest rate on the notes of that series will be decreased such that the interest rate on such notes equals the interest rate payable on such series of notes on the date of their initial issuance plus the applicable percentages set forth opposite the ratings in effect immediately following the increase in the tables above; provided that if Moody's or any substitute rating agency subsequently increases its rating on any series of notes to Baa3 (or its equivalent if with respect to any substitute rating agency) or higher and S&P or any substitute rating agency subsequently increases its rating on such series of notes to BBB- (or its equivalent if with respect to any substitute rating agency) or higher, the per annum interest rate on such notes will be decreased to the interest rate payable on such series of notes on the date of their initial issuance.

Any interest rate increase or decrease described above will take effect from the first day of the first interest payment period following the interest payment period during which a rating change occurs that requires an adjustment in the interest rate. As such, interest will not accrue at such increased or decreased rate until the next interest payment date following the date on which a rating change occurs.

If any Interest Rate Rating Agency changes its rating of any series of notes more than once during any particular interest period, the last such change by such agency to occur will control in the event of a conflict for purposes of any interest rate increase or decrease with respect to such series of notes described above.

The interest rates on any series of notes will permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by any Interest Rate Rating Agency) if such notes become rated Baa1 (or its equivalent) or higher by Moody's (or any substitute rating agency) and BBB+ (or its equivalent) or higher by S&P (or any substitute rating agency), or one of those ratings if rated by only one Interest Rate Rating Agency, in each case with a stable or positive outlook.

If the interest rate payable on any series of notes is increased as described above, the term "interest", as used with respect to such series of notes, will be deemed to include any such additional interest unless the context otherwise requires.

The Company is solely responsible for calculating any adjustment of the interest rate. The Company shall deliver written notice to the trustee and the holders of any change to the interest rate. In the case of global notes, any change to the interest rate shall be made in accordance with the applicable provisions of DTC. Neither the trustee nor the paying agent shall have any duty to determine whether the interest rate should be adjusted or the amount of any such adjustment.

### **Special Mandatory Redemption of the 2023 Notes**

If the Viewpoint Acquisition is not consummated on or prior to August 23, 2018, or if the Merger Agreement is terminated at any time prior to such date other than as a result of consummating the Viewpoint Acquisition (either of the foregoing, a "special mandatory redemption event"), then the Company will be required to redeem all of the outstanding 2023 notes on the special mandatory redemption date (as defined below) at a redemption price equal to 101% of the aggregate principal amount of such notes (the "special mandatory redemption price"), plus accrued and unpaid interest on the principal amount of such notes to, but not including, the special mandatory redemption date. The Company will cause any notice of special mandatory redemption to be sent to each holder of the 2023 notes, with a copy to the trustee, within five business days after the occurrence of a special mandatory redemption event. The "special mandatory redemption date" will be the date that is 10 business days following any special mandatory redemption event and will be specified in the notice of special mandatory redemption sent to holders of the 2023 notes.

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If funds sufficient to pay the special mandatory redemption price of the 2023 notes on the special mandatory redemption date are deposited with the trustee or a paying agent on or before such special mandatory redemption date, then, on and after such special mandatory redemption date, such notes will cease to bear interest. The proceeds of this offering will not be deposited into an escrow account pending any special mandatory redemption of the 2023 notes. See Risk Factors Risks Related to the Notes We are not obligated to place the proceeds from the sale of the 2023 Notes in escrow prior to the closing of the Viewpoint Acquisition.

The 2028 Notes are not subject to the special mandatory redemption and will remain outstanding even if we do not consummate the Viewpoint Acquisition.

### **Optional Redemption**

The notes of a series may be redeemed by the Company at its option at any time or from time to time prior to the Par Call Date applicable to such series, either in whole or in part, at a redemption price equal to the greater of (i) 100% of the aggregate principal amount of the notes to be redeemed and (ii) the sum of the present values of the Remaining Scheduled Payments, plus in each case, accrued and unpaid interest thereon to, but excluding, the redemption date, subject to the rights of holders of the notes on the relevant record date to receive interest due on the relevant interest payment date.

On or after the Par Call Date applicable to such series, the notes of a series may be redeemed at any time or from time to time, either in whole or in part, at a redemption price equal to 100% of the aggregate principal amount of the notes being redeemed, plus accrued and unpaid interest thereon to, but excluding, the redemption date.

In determining the present values of the Remaining Scheduled Payments, the Company will discount such payments to the redemption date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) using a discount rate equal to the Treasury Rate plus basis points.

The following terms are relevant to the determination of the redemption price.

**Comparable Treasury Issue** means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the notes to be redeemed as if such notes had a stated maturity that was the same as the Par Call Date applicable to such notes.

**Comparable Treasury Price** means, with respect to any redemption date, (1) the arithmetic average of the applicable Reference Treasury Dealer Quotations for such redemption date after excluding the highest and lowest Reference Treasury Dealer Quotations, (2) if the Quotation Agent obtains fewer than four applicable Reference Treasury Dealer Quotations, the arithmetic average of all applicable Reference Treasury Dealer Quotations for such redemption date or (3) if only one Reference Treasury Dealer Quotation is received, such quotation.

**Par Call Date** means (one month prior to maturity) in the case of the 2023 notes, and (three months prior to maturity) in the case of the 2028 notes.

**Quotation Agent** means one of the Reference Treasury Dealers, or their respective successors, as may be appointed from time to time by the Company; provided, however, that if the foregoing ceases to be a primary U.S. Government securities dealer in the United States (a primary treasury dealer), the Company will substitute another primary treasury dealer.

**Reference Treasury Dealer** means Goldman Sachs & Co. LLC, J.P. Morgan Securities LLC, Merrill Lynch, Pierce, Fenner & Smith Incorporated and one other primary treasury dealer selected by the Company, or one of their respective affiliates or successors and any other primary treasury dealers selected by the Company.

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**Reference Treasury Dealer Quotations** means, with respect to each Reference Treasury Dealer and any redemption date, the arithmetic average, as determined by the Quotation Agent, of the bid and asked prices for the applicable Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Quotation Agent by such Reference Treasury Dealer as of 3:30 p.m., New York City time, on the third business day preceding such redemption date.

**Remaining Scheduled Payments** means, with respect to any 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 (i) for purposes of calculating such remaining scheduled payments, the stated maturity of such note is deemed to be the Par Call Date applicable to such note; and (ii) if such redemption date is not an interest payment date with respect to such note, the amount of the next scheduled interest payment thereon will be reduced by the amount of interest accrued thereon to such redemption date.

**Treasury Rate** means, with respect to any redemption date, the rate per annum equal to the semi-annual equivalent yield to maturity (computed as of the third business day immediately preceding that redemption date) of the applicable Comparable Treasury Issue. In determining this rate, the Company will assume a price for the applicable Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the applicable Comparable Treasury Price for such business day.

A partial redemption of the notes of a series may be effected pro rata or by lot and may provide for the selection for redemption of portions (equal to the minimum authorized denomination for the notes or any integral multiple thereof) of the principal amount of notes of a denomination larger than the minimum authorized denomination for the notes.

Notice of any redemption will be sent by first-class mail (or, in the case of global notes, in accordance with the procedures of the depository) at least 30 days but not more than 60 days before the redemption date to each holder of the notes to be redeemed. At the Company's request, the trustee will give the notice of redemption on behalf of the Company.

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.

### **Purchase of Notes upon Change of Control Repurchase Event**

If a change of control repurchase event occurs, unless the Company has exercised its right to redeem the notes of each series as described above, each holder of the applicable notes will have the right to require the Company to repurchase all or any part (in excess of \$2,000 and in integral multiples of \$1,000) of that holder's notes, as applicable (a "change of control offer"), at a repurchase price in cash equal to 101% of the aggregate principal amount of the notes repurchased plus any accrued and unpaid interest on the notes repurchased to, but excluding, the date of repurchase (a "change of control payment"). Within 30 days following any change of control repurchase event or, at the option of the Company, prior to any change of control, but after the public announcement of the change of control or event that may constitute the change of control, the Company will send, by first class mail (or, in the case of global notes, in accordance with the procedures of the depository), a notice to each holder (a "change of control notice"), with a copy to the trustee, describing the transaction or transactions that constitute or may constitute the change of control repurchase event and the Company's obligation to repurchase the notes on the payment date specified in the notice (the "change of control payment date"), which date will, other than as may be required by law, be no earlier than 30 days and no later than 60 days from the date such notice is sent. The notice shall, if sent prior to the date of consummation of the change of control, state that the Company's obligation to repurchase the notes is conditioned on a change of control repurchase event occurring on or prior to the payment date specified in the notice. Holders of definitive notes electing to have a note purchased pursuant to a change of control offer will be required to surrender the note, with the form entitled "Option of Holder to Elect Purchase" on the reverse of the note completed, to the paying agent at the address specified in the notice, or holders of global notes must transfer their notes to the paying agent by book-entry transfer pursuant to the applicable procedures of the paying agent, prior to the close of business on the business day prior to the change of control payment date.

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The Company will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of notes as a result of a change of control repurchase event. To the extent that the provisions of any securities laws or regulations conflict with the change of control repurchase event provisions of the notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the change of control repurchase event provisions of the notes by virtue of such conflict.

On the repurchase date following a change of control repurchase event, the Company will, to the extent lawful:

- (1) accept for payment all the notes or portions of the notes properly tendered pursuant to its change of control notice;
- (2) deposit with the paying agent an amount equal to the aggregate repurchase price in respect of all the notes or portions of the notes properly tendered; and
- (3) deliver or cause to be delivered to the trustee the notes properly accepted, together with an officers certificate stating the aggregate principal amount of notes of each series being repurchased by the Company.

The paying agent will promptly deliver to each holder of notes properly tendered the repurchase price for the notes, and the trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each holder a new note of the applicable series equal in principal amount to any unpurchased portion of any notes surrendered.

The Company will not be required to repurchase the notes upon a change of control repurchase event if a third party agrees to repurchase such notes in the manner, at the times and otherwise in compliance with the requirements for the Company under the indenture for such notes and such third party repurchases all notes properly tendered and not withdrawn by the holders. In addition, the Company will not repurchase any notes if there has occurred and is continuing on the change of control payment date an event of default under the indenture, other than a default in the payment of the Change of Control Payment upon a change of control repurchase event.

The change of control repurchase event feature of the notes may in certain circumstances make more difficult or discourage a sale or takeover of the Company and, thus, the removal of incumbent management. The change of control repurchase event feature is a result of negotiations between the Company and the underwriters. The Company has no present intention to engage in a transaction involving a change of control, although it is possible that the Company could decide to do so in the future. Subject to the limitations discussed below, the Company could, in the future, enter into certain transactions, including acquisitions, refinancings or other recapitalizations, that would not constitute a change of control under the indenture, but that could increase the amount of indebtedness outstanding at such time or otherwise affect the capital structure of the Company or credit ratings of the notes. Restrictions on the ability of the Company to incur liens and enter into sale and leaseback transactions are contained in the covenants as described under Certain Covenants Limitation on Liens and Certain Covenants Limitation on Sale and Leaseback Transactions. Except for the limitations contained in such covenants and the covenant relating to repurchases upon the occurrence of a change of control repurchase event, however, the indenture will not contain any covenants or provisions that may afford holders of the notes protection in the event of a highly leveraged transaction.

The phrase all or substantially all, as used with respect to the assets of the Company and its subsidiaries in the definition of change of control, is subject to interpretation under applicable state law, and its applicability in a given instance would depend upon the facts and circumstances. As a result, there may be a degree of uncertainty in ascertaining whether a sale or transfer of all or substantially all the assets of the Company and its subsidiaries has occurred in a particular instance, in which case a holder's ability to obtain the benefit of these

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provisions could be unclear. In addition, it should be noted that recent case law suggests that, in the event that incumbent directors are replaced as a result of a contested election, issuers may nevertheless avoid triggering a change of control under a clause similar to clause (4) of the definition of change of control, if the outgoing directors were to approve the new directors for the purpose of such change of control clause.

The Company may not have sufficient funds to repurchase all the notes upon a change of control repurchase event. In addition, even if it has sufficient funds, the Company may be prohibited from repurchasing the notes under the terms of its future debt instruments. Furthermore, a change of control could constitute an event of default under its credit facilities. See Risk Factors Risks Related to the Notes We may not be able to purchase all of the notes upon a change of control repurchase event, which would result in a default under the notes.

For purposes of the foregoing discussion of a repurchase at the option of holders, the following definitions are applicable:

change of control means the occurrence of any of the following: (1) the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Company and its subsidiaries taken as a whole to 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; (2) the adoption of a plan by the Company's board of directors relating to the Company's liquidation or dissolution; (3) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any person (as defined above) becomes the beneficial owner, directly or indirectly, of more than 50% of the aggregate of the total voting power of the voting stock of the Company or other voting stock into which the Company's voting stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; provided, however, that a person shall not be deemed beneficial owner of, or to own beneficially, (A) any securities tendered pursuant to a tender or exchange offer made by or on behalf of such person or any of such person's affiliates until such tendered securities are accepted for purchase or exchange thereunder, or (B) any securities if such beneficial ownership (i) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made pursuant to the applicable rules and regulations under the Exchange Act, and (ii) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act; (4) the first day on which a majority of the members of the board of directors of the Company are not continuing directors; or (5) the Company consolidates with, or merges with or into, any person (as defined above), or any person consolidates with, or merges with or into, the Company, in any such event pursuant to a transaction in which any of the outstanding voting stock of the Company or the outstanding voting stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of the Company's voting stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, a majority of the voting stock of the surviving person or any direct or indirect parent company of any surviving person immediately after giving effect to such transaction.

Notwithstanding the foregoing, a transaction will not be deemed to involve a change of control if (a) the Company becomes a direct or indirect wholly-owned subsidiary of a holding company and (b)(i) the holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of the Company's voting stock immediately prior to that transaction or (ii) no person (as that term is used in Section 13(d)(3) of the Exchange Act) (other than a holding company satisfying the requirements of this sentence) becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the voting power of the voting stock of such holding company immediately following such transaction.

change of control repurchase event means the occurrence of both a change of control and a ratings event.

continuing directors means, as of any date of determination, any member of the board of directors of the Company who (1) was a member of such board of directors on the date of the indenture, as supplemented; or

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(2) was nominated for election, elected or appointed to such board of directors with the approval of a majority of the continuing directors who were members of such board of directors at the time of such nomination, election or appointment (either by specific vote or by approval by the Company's board of directors in a proxy statement in which such member was named as a nominee for election as a director without objection by its board of directors to such nomination). Under a Delaware Chancery Court interpretation of the foregoing definition of continuing director, a board of directors may approve, for purposes of such definition, a slate of stockholder-nominated directors without endorsing them, or while simultaneously recommending and endorsing its own slate instead. The foregoing interpretation would permit the Company's board of directors to approve a slate of directors that included a majority of dissident directors nominated pursuant to a proxy contest, and the ultimate election of such dissident slate would not constitute a change of control repurchase event that would trigger your right to require the Company to repurchase your notes as described above.

investment grade means a rating of Baa3 or better by Moody's (or its equivalent under any successor rating categories of Moody's); a rating of BBB- or better by S&P (or its equivalent under any successor rating categories of S&P); or, if applicable, the equivalent investment grade credit rating from any substitute rating agency.

Moody's means Moody's Investors Service, Inc. and its successors.

rating agency means (1) each of Moody's and S&P; and (2) if either of 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 control of the Company, a substitute rating agency.

rating category means (i) with respect to S&P, any of the following categories: BBB, BB, B, CCC, CC, C and D (or equivalent successor categories); (ii) with respect to Moody's, any of the following categories: Baa, Ba, B, Caa, Ca, C and D (or equivalent successor categories); and (iii) the equivalent of any such category of S&P or Moody's used by another rating agency. In determining whether the rating of the notes has decreased by one or more gradations, gradations within rating categories (+ and for S&P; 1, 2 and 3 for Moody's; or the equivalent gradations for another rating agency) shall be taken into account (e.g., with respect to S&P, a decline in a rating from BB+ to BB, as well as from BB to B+, will constitute a decrease of one gradation).

ratings event with respect to a series of notes means that the notes of that series cease to be rated investment grade by both rating agencies on any day during the period (the trigger period) commencing on the earlier of (a) the first public notice of the occurrence of a change of control or (b) the public announcement by the Company of its intention to effect a change of control, and ending 60 days following consummation of such change of control (which period shall be extended so long as the rating of the series of notes is under publicly announced consideration for a possible rating downgrade by either of the rating agencies on such 60th day, such extension to last with respect to each such rating agency until the date on which such rating agency considering such possible downgrade either (x) rates the series of notes below investment grade or (y) publicly announces that it is no longer considering the notes for possible downgrade, provided that no such extension will occur if on such 60th day the series of notes is rated investment grade by at least one of such rating agencies in question and is not subject to review for possible downgrade by such rating agency). If either rating agency is not providing a rating of the series of notes on any day during the trigger period for any reason, the rating of such rating agency shall be deemed to have ceased to be rated investment grade during the trigger period.

S&P means Standard & Poor's Financial Services LLC and its successors.

substitute rating agency means a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) of the Exchange Act, selected by us (as certified by a resolution of the Company's board of directors or a committee thereof) as a replacement agency for Moody's or S&P, or both of them, as the case may be.

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

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### **Further Issuances**

The Company may from time to time, without notice to or the consent of the holders of the notes, create and issue additional notes having the same terms as, and ranking equally and ratably with, the notes in all respects (except for the issue price, the issue date and, if applicable, the payment of interest accruing prior to the issue date of such additional notes and the first payment of interest following the issue date of such additional notes). Such additional notes of either series may be consolidated and form a single series with, and will have the same terms as to ranking, redemption, waivers, amendments or otherwise as the applicable series of notes offered hereby and will vote together as one class on all matters with respect to such applicable series of notes; provided that if the additional notes are not fungible with the outstanding notes of such series for U.S. federal income tax purposes, the additional notes will have one or more separate CUSIP numbers.

### **Certain Covenants**

Except as set forth below, neither the Company nor any of its subsidiaries will be restricted by the indenture from:

incurring any indebtedness or other obligation,

paying dividends or making distributions on the capital stock of the Company or of such subsidiaries, or

purchasing or redeeming capital stock of the Company or such subsidiaries.

In addition, the Company will not be required to maintain any financial ratios or specified levels of net worth or liquidity or to repurchase or redeem or otherwise modify the terms of the notes upon a change of control or other events involving the Company or any of its subsidiaries which may adversely affect the creditworthiness of the notes, except to the limited extent provided under Special Mandatory Redemption of the 2023 Notes and Purchase of Notes upon Change of Control Repurchase Event. Among other things, the indenture will not contain covenants designed to afford holders of the notes any protections in the event of a highly leveraged or other transaction involving the Company that may adversely affect holders of the notes, except to the limited extent provided under Purchase of Notes upon Change of Control Repurchase Event.

The indenture will contain the following principal covenants:

#### *Limitation on Liens*

The Company will not incur, and will not permit any of its restricted subsidiaries to incur, any indebtedness secured by a mortgage, security interest, pledge, lien, charge or other similar encumbrance (each of the foregoing, a Lien ) upon (a) any Principal Property of the Company or any of its restricted subsidiaries or (b) any shares of stock or indebtedness of any of its restricted subsidiaries (whether such Principal Property or shares or indebtedness of any restricted subsidiary are now existing or owned or hereafter created or acquired), in each case, unless prior to or at the same time, the notes (together with, at the option of the Company, any other indebtedness or guarantees of the Company or any of its subsidiaries ranking equally in right of payment with the notes or such guarantee) are secured on an equal and ratable basis with or, at the option of the Company, prior to, such secured indebtedness.

The foregoing restriction does not apply to:

- (1) Liens on property, shares of stock or indebtedness existing with respect to any person at the time such person becomes a subsidiary of the Company or a subsidiary of any subsidiary of the Company, provided that such Liens were not incurred in anticipation of such person becoming a subsidiary;
- (2) Liens on property, shares of stock or indebtedness existing at the time of acquisition by the Company or any of its subsidiaries or a subsidiary of any subsidiary of the Company of such property, shares of stock or indebtedness or Liens on property, shares of stock or indebtedness to secure the payment of all





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or any part of the purchase price of such property, shares of stock or indebtedness, or Liens on property, shares of stock or indebtedness to secure any indebtedness for borrowed money incurred prior to, at the time of, or within 18 months after, the latest of the acquisition of such property, shares of stock or indebtedness or, in the case of property, the completion of construction, the completion of improvements or the commencement of substantial commercial operation of such property for the purpose of financing all or any part of the purchase price of the property and related costs and expenses, the construction or the making of the improvements;

- (3) Liens securing indebtedness of the Company or any of the Company's subsidiaries owing to the Company or any of its subsidiaries;
- (4) Liens existing on the date of the initial issuance of the notes (other than any additional notes);
- (5) Liens on property or assets of a person existing at the time such person is merged into or consolidated with the Company or any of its subsidiaries, at the time such person becomes a subsidiary of the Company, or at the time of a sale, lease or other disposition of all or substantially all of the properties or assets of a person to the Company or any of its subsidiaries, provided that such Lien was not incurred in anticipation of the merger, consolidation, or sale, lease, other disposition or other such transaction;
- (6) Liens created in connection with a project financed with, and created to secure, a Non-recourse Obligation;
- (7) Liens created to secure the notes;
- (8) Liens imposed by law, such as materialmen's, workmen or repairmen, carriers', warehousemen's and mechanic's Liens and other similar Liens, in each case for sums not yet overdue by more than 30 calendar days or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such person with respect to which such person shall then be proceeding with an appeal or other proceedings for review and Liens arising solely by virtue of any statutory or common law provision relating to banker's Liens, rights of set-off or similar rights and remedies as to deposit accounts or other funds maintained with a creditor depository institution;
- (9) Liens for taxes, assessments or other governmental charges not yet due or payable or subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings;
- (10) Liens to secure the performance of bids, trade contracts, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature;
- (11) Liens or deposits under workmen's compensation, unemployment insurance, or similar legislation and liens of judgments thereunder which are not currently dischargeable, or deposits to secure public or statutory obligations, or deposits in connection with obtaining or maintaining self-insurance or to obtain the benefits of any law, regulation or arrangement pertaining to workmen's compensation, unemployment insurance, old age pensions, social security or similar matters, or deposits of cash or obligations of the United States to secure surety, appeal or customs bonds, or deposits in litigation or other proceedings such as, but not limited to, interpleader proceedings;
- (12) Liens consisting of easements, rights-of-way, zoning restrictions, restrictions on the use of real property, and defects and irregularities in the title thereto, landlords' Liens and other similar Liens none of which interfere materially with the use of the property covered thereby in the ordinary course of business and which do not, in the Company's opinion, materially detract from the value of such properties;

- (13) Liens in favor of the United States or any state, territory or possession thereof (or the District of Columbia), or any department, agency, instrumentality or political subdivision of the United States or any state, territory or possession thereof (or the District of Columbia), 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 constructing or improving the property subject to such Liens;

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- (14) Liens incident to construction or maintenance of real property, now or hereafter filed of record for sums not yet delinquent or being contested in good faith, if reserves or other appropriate provisions, if any, as shall be required by U.S. GAAP shall have been made therefore; or
  
- (15) any extensions, renewals or replacements of any Lien referred to in clauses (1) through (14) without increase of the principal of the indebtedness secured by such Lien (except to the extent of any fees or other costs associated with any such extension, renewal or replacement); provided, however, that any Liens permitted by any of clauses (1) through (14) shall not extend to or cover any property of the Company or any of its subsidiaries, as the case may be, other than the property specified in such clauses and improvements to such property.

Notwithstanding the restrictions set forth in the preceding paragraph, the Company and its restricted subsidiaries will be permitted to incur indebtedness secured by Liens which would otherwise be subject to the foregoing restrictions without equally and ratably securing the notes, provided that, after giving effect to such indebtedness, the aggregate principal amount of all indebtedness secured by Liens (not including Liens permitted under clauses (1) through (15) above), together with all attributable debt outstanding pursuant to the second paragraph of the Limitation on Sale and Leaseback Transactions covenant described below, does not exceed 15% of the Consolidated Net Assets of the Company. The Company and its restricted subsidiaries also may, without equally and ratably securing the notes, create or incur Liens that extend, renew, substitute or replace (including successive extensions, renewals, substitutions or replacements), in whole or in part, any Lien permitted pursuant to the preceding sentence.

*Limitation on Sale and Leaseback Transactions*

The Company will not, and will not permit any of its restricted subsidiaries to, enter into any sale and leaseback transaction for the sale and leasing back of any Principal Property, whether now owned or hereafter acquired, unless:

- (1) such transaction was entered into prior to the date of the initial issuance of the notes (other than any additional notes);
  
- (2) such transaction was for the sale and leasing back to the Company or any of its wholly-owned subsidiaries of any Principal Property by one of its restricted subsidiaries;
  
- (3) such transaction involves a lease for not more than three years (or which may be terminated by the Company or its subsidiaries within a period of not more than three years);
  
- (4) the Company or such restricted subsidiary would be entitled to incur indebtedness secured by a Lien with respect to such sale and leaseback transaction without equally and ratably securing the notes pursuant to the second paragraph of the Limitation on Liens covenant described above; or
  
- (5) the Company or any restricted subsidiary applies an amount equal to the net proceeds from the sale of such Principal Property to the purchase, construction, development, expansion or improvement of other property or assets used or useful in its business (including the purchase or development of other Principal Property) or to the retirement of indebtedness (including the notes) of the Company or any of its subsidiaries (other than Indebtedness that is subordinated to the notes) within 365 days before or after the effective date of any such sale and leaseback transaction, provided that, in lieu of applying such amount to the retirement of such indebtedness, the Company may deliver notes to the trustee for cancellation, such notes to be credited at the cost thereof to it.

Notwithstanding the restrictions set forth in the preceding paragraph, the Company and its restricted subsidiaries may enter into any sale and leaseback transaction which would otherwise be subject to the foregoing restrictions, if after giving effect thereto the aggregate amount of all attributable debt with respect to such transactions, together with all indebtedness outstanding pursuant to the third paragraph of the Limitation on Liens covenant described above, does not exceed 15% of the Consolidated Net Assets of the Company.



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### **Definitions**

The indenture will contain the following defined terms:

**attributable debt** means, with respect to any sale and leaseback transaction, at the time of determination, the lesser of (1) the fair market value of such Principal Property as determined in good faith by the Company's board of directors, and (2) the total obligation (discounted to the present value at the implicit interest factor, determined in accordance with U.S. GAAP, included in the rental payments) of the lessee for rental payments (other than amounts required to be paid on account of property taxes as well as maintenance, repairs, insurance, water rates and other items which do not constitute payments for property rights) during the remaining portion of the base term of the lease included in such transaction.

**Consolidated Net Assets** means, as of the time of determination, the aggregate amount of the assets of the Company and the assets of its consolidated subsidiaries after deducting all goodwill, trade names, trademarks, service marks, patents, unamortized debt discount and expense and other intangible assets, as reflected on the most recent consolidated balance sheet prepared by the Company in accordance with U.S. GAAP contained in an annual report on Form 10-K or a quarterly report on Form 10-Q filed or any amendment thereto (and not subsequently disclaimed as not being reliable by the Company) pursuant to the Exchange Act by the Company prior to the time as of which Consolidated Net Assets is being determined or, if the Company is not required to so file, as reflected on its most recent consolidated balance sheet prepared by the Company in accordance with U.S. GAAP.

**guarantee** means any obligation, contingent or otherwise, of any person directly or indirectly guaranteeing any indebtedness of any other person and any obligation, direct or indirect, contingent or otherwise, of such person (1) to purchase or pay (or advance or supply funds for the purchase or payment of) such indebtedness of such other person (whether arising by virtue of partnership arrangements, or by agreement to keep well, to purchase assets, goods, securities or services, to take or pay or to maintain financial statement conditions or otherwise) or (2) entered into for purposes of assuring in any other manner the obligee of such indebtedness of the payment thereof or to protect such obligee against loss in respect thereof (in whole or in part); provided, however, that the term **guarantee** will not include endorsements for collection or deposit in the ordinary course of business. The term **guarantee**, when used as a verb, has a correlative meaning.

**incur** means issue, assume, guarantee or otherwise become liable for.

**indebtedness** means, with respect to any person, indebtedness of such person for borrowed money (including, without limitation, indebtedness for borrowed money evidenced by notes, bonds, debentures or similar instruments, but other than obligations with respect to letters of credit securing obligations entered into in the ordinary course of business of such person to the extent such letters of credit are not drawn upon or, if and to the extent drawn upon, such drawing is reimbursed no later than the fifth business day following receipt by such person of a demand for reimbursement following payment on the letter of credit). Notwithstanding the foregoing, the term **indebtedness** excludes any indebtedness of the Company or any of the Company's subsidiaries to the Company or a subsidiary of the Company.

**Non-recourse Obligation** means indebtedness or other obligations substantially related to (1) the acquisition of assets not previously owned by the Company or any direct or indirect subsidiaries of the Company or (2) the financing of a project involving the development or expansion of properties of the Company or any direct or indirect subsidiaries of the Company, as to which the obligee with respect to such indebtedness or obligation has no recourse to the Company or any direct or indirect subsidiary of the Company or such subsidiary's assets other than the assets which were acquired with the proceeds of such transaction or the project financed with the proceeds of such transaction (and the proceeds thereof).

**person** means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or political subdivision thereof.

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**Principal Property** means the land, improvements, buildings and fixtures owned by the Company or any of its subsidiaries that constitute the Company's principal offices in Sunnyvale, California, any research and development facility, and manufacturing, assembly or distribution facility and any service and support facility (in each case including associated office facilities) located within the territorial limits of the States of the United States of America, except such as the Company's board of directors (or authorized committee thereof) by resolution determines in good faith (taking into account, among other things, the importance of such property to the business, financial condition and earnings of the Company and its subsidiaries taken as a whole) not to be of material importance to the Company's and its subsidiaries' business, taken as a whole; provided, however, that any office or facility with a value of less than \$5.0 million shall in no event be deemed a Principal Property.

**restricted subsidiary** means any domestic subsidiary that owns any Principal Property other than:

(1) Any subsidiary primarily engaged in financing receivables or in the finance business; or

(2) Any of the Company's less than 80%-owned subsidiaries if the common stock of such subsidiary is traded on any national securities exchange or on the over-the-counter markets.

**subsidiary** of any specified person means any corporation, association or other business entity of which more than 50% of the total voting power of shares of capital stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by such person or one or more of the other subsidiaries of that person or a combination thereof.

**U.S. GAAP** means generally accepted accounting principles in the United States of America in effect from time to time.

## **Events of Default**

Each of the following, in addition to the events of default described in the accompanying prospectus, is an event of default under the indenture with respect to the notes of each series:

- (1) a failure to make the payment of any interest upon any notes of such series when it becomes due and payable, and continuance of that default for a period of 30 days (unless the entire amount of the payment is deposited by the Company with the trustee or with a paying agent prior to the expiration of the 30-day period);
- (2) a failure to pay principal of or premium, if any, on any note of the applicable series when due at its stated maturity date, upon optional redemption or otherwise;
- (3) a failure by the Company to repurchase notes of the applicable series tendered for repurchase following the occurrence of a change of control repurchase event in conformity with the covenant set forth under Purchase of Notes upon Change of Control Repurchase Event ;
- (4) in the case of the 2023 notes only, a failure by the Company to redeem the 2023 notes following the occurrence of a special mandatory redemption event in conformity with the covenant set forth under Special Mandatory Redemption of the 2023 notes ;
- (5) default in the performance or breach of any other covenant or warranty by the Company in the indenture (other than a covenant or warranty that has been included in the indenture solely for the benefit of a series of debt securities other than that series), which default continues uncured for a period of 60 days after the Company receives written notice from the trustee or the Company and the trustee receive written notice from the holders of not less than a majority in principal amount of the outstanding debt securities of that series as provided in the indenture;

- (6) (a) a failure by the Company to make any payment at maturity, including any applicable grace period, on any indebtedness of the Company (other than indebtedness of the Company owing to any of its

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subsidiaries) outstanding in an amount in excess of \$75 million and continuance of this failure to pay or (b) a default by the Company on any indebtedness of the Company (other than indebtedness owing to any of its subsidiaries), which default results in the acceleration of such indebtedness in an amount in excess of \$75 million without such indebtedness having been discharged or the acceleration having been cured, waived, rescinded or annulled, in the case of clause (a) or (b) above, for a period of 30 days after written notice thereof to the Company by the trustee or to the Company and the trustee by the holders of not less than a majority in principal amount of outstanding notes (including any additional notes); provided, however, that if any failure, default or acceleration referred to in clause (a) or (b) above ceases or is cured, waived, rescinded or annulled, then the event of default will be deemed cured; and

(7) certain events of bankruptcy, insolvency or reorganization of the Company.

### **Amendments and Waivers**

For a description of provisions related to modifications to, and waivers under, the indenture, see the section captioned, **Modification and Waiver** in the accompanying prospectus.

### **Same-Day Settlement and Payment**

The notes will trade in the same-day funds settlement system of DTC until maturity or until the Company issues the notes in certificated form. DTC will therefore require secondary market trading activity in the notes to settle in immediately available funds. The Company can give no assurance as to the effect, if any, of settlement in immediately available funds on trading activity in the notes.

### **Book-Entry; Delivery and Form; Global Notes**

The notes will be represented by one or more global notes in definitive, fully registered form without interest coupons. Each global note will be deposited with the trustee as custodian for DTC and registered in the name of a nominee of DTC in New York, New York for the accounts of participants in DTC.

Investors may hold their interests in a global note directly through DTC if they are DTC participants, or indirectly through organizations that are DTC participants. Except in the limited circumstances described below, holders of notes represented by interests in a global note will not be entitled to receive their notes in fully registered certificated form.

DTC has advised as follows: DTC is a limited-purpose trust company organized under New York Banking Law, a banking organization within the meaning of the New York Banking Law, a member of the Federal Reserve System, a clearing corporation within the meaning of the New York Uniform Commercial Code and a clearing agency registered pursuant to the provisions of Section 17A of the Exchange Act. DTC was created to hold securities of institutions that have accounts with DTC ( participants ) and to facilitate the clearance and settlement of securities transactions among its participants in such securities through electronic book-entry changes in accounts of the participants, thereby eliminating the need for physical movement of securities certificates. DTC s participants include securities brokers and dealers (which may include the initial purchasers), banks, trust companies, clearing corporations and certain other organizations. Access to DTC s book-entry system is also available to others such as banks, brokers, dealers and trust companies that clear through or maintain a custodial relationship with a participant, whether directly or indirectly.

### **Ownership of Beneficial Interests**

Upon the issuance of each global note, DTC will credit, on its book-entry registration and transfer system, the respective principal amount of the individual beneficial interests represented by the global notes to the accounts of participants. Ownership of beneficial interests in each global note will be limited to participants or persons that may hold interests through participants. Ownership of beneficial interests in each global note will be shown on, and the transfer of those ownership interests will be effected only through, records maintained by DTC (with respect to participants interests) and such participants (with respect to the owners of beneficial interests in the global notes other than participants).



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So long as DTC or its nominee is the registered holder and owner of a global note, DTC or such nominee, as the case may be, will be considered the sole legal owner of the notes represented by the global note for all purposes under the indenture, the notes and applicable law. Except as set forth below, owners of beneficial interests in a global note will not be entitled to receive certificated notes and will not be considered to be the owners or holders of any notes under the global note. The Company understands that under existing industry practice, in the event an owner of a beneficial interest in a global note desires to take any actions that DTC, as the holder of the global note, is entitled to take, DTC would authorize the participants to take such action, and that participants would authorize beneficial owners owning through such participants to take such action or would otherwise act upon the instructions of beneficial owners owning through them. No beneficial owner of an interest in a global note will be able to transfer the interest except in accordance with DTC's applicable procedures, in addition to those provided for under the indenture. Because DTC can only act on behalf of participants, who in turn act on behalf of others, the ability of a person having a beneficial interest in a global note to pledge that interest to persons that do not participate in the DTC system, or otherwise to take actions in respect of that interest, may be impaired by the lack of physical certificate of that interest.

All payments on the notes represented by a global note registered in the name of and held by DTC or its nominee will be made to DTC or its nominee, as the case may be, as the registered owner and holder of the global note.

The Company expects that DTC or its nominee, upon receipt of any payment of principal, premium, if any, or interest in respect of a global note, will credit participants' accounts with payments in amounts proportionate to their respective beneficial interests in the principal amount of the global note as shown on the records of DTC or its nominee. The Company also expects that payments by participants to owners of beneficial interests in the global notes held through such participants will be governed by standing instructions and customary practices as is now the case with securities held for accounts for customers registered in the names of nominees for such customers. These payments, however, will be the responsibility of such participants and indirect participants, and neither the Company, the underwriters, the trustee nor any paying agent will have any responsibility or liability for any aspect of the records relating to, or payments made on account of beneficial ownership interests in any global note or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests or for any other aspect of the relationship between DTC and its participants or the relationship between such participants and the owners of beneficial interests in the global notes.

For so long as the notes of any series are represented by one or more global notes registered in the name and held by DTC or its nominee, any notices required to be given to the holders of such notes will be given to DTC or its nominee, as the registered holder of the global notes.

Unless and until it is exchanged in whole or in part for certificated notes, each global note may not be transferred except as a whole by DTC to a nominee of DTC or by a nominee of DTC to DTC or another nominee of DTC. Transfers between participants in DTC will be effected in the ordinary way in accordance with DTC rules and will be settled in same-day funds.

The Company expects that DTC will take any action permitted to be taken by a holder of notes (including the presentation of notes for exchange as described below) only at the direction of one or more participants to whose account the DTC interests in a global note are credited and only in respect of such portion of the aggregate principal amount of the notes as to which such participant or participants has or have given such direction.

Although the Company expects that DTC will agree to the foregoing procedures in order to facilitate transfers of interests in each global note among participants of DTC, DTC is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. Neither the Company, the underwriters, nor the trustee will have any responsibility for the performance or nonperformance by DTC or its participants or indirect participants of their respective obligations under the rules and procedures governing their operations.

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Under certain circumstances described in the accompanying prospectus, DTC may exchange the global notes for notes of the applicable series in certificated form of like tenor and of an equal principal amount, in authorized denominations. These certificated notes will be registered in such name or names as DTC shall instruct the trustee. It is expected that such instructions may be based upon directions received by DTC from participants with respect to ownership of beneficial interests in global securities.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Company believes to be reliable, but the Company does not take responsibility for its accuracy.

### **Euroclear and Clearstream, Luxembourg**

If the depository for a global security is DTC, you may hold interests in the global notes through Clearstream Banking, société anonyme, which is referred to as Clearstream, Luxembourg, or Euroclear Bank S.A./N.V., as operator of the Euroclear System, which is referred to as Euroclear, in each case, as a participant in DTC. Euroclear and Clearstream, Luxembourg will hold interests, in each case, on behalf of their participants through customers' securities accounts in the names of Euroclear and Clearstream, Luxembourg on the books of their respective depositories, which in turn will hold such interests in customers' securities in the depositories' names on DTC's books.

Payments, deliveries, transfers, exchanges, notices and other matters relating to the notes made through Euroclear or Clearstream, Luxembourg must comply with the rules and procedures of those systems. Those systems could change their rules and procedures at any time. The Company has no control over those systems or their participants, and it takes no responsibility for their activities. Transactions between participants in Euroclear or Clearstream, Luxembourg, on the one hand, and other participants in DTC, on the other hand, would also be subject to DTC's rules and procedures.

Investors will be able to make and receive through Euroclear and Clearstream, Luxembourg payments, deliveries, transfers, exchanges, notices and other transactions involving any securities held through those systems only on days when those systems are open for business. Those systems may not be open for business on days when banks, brokers and other institutions are open for business in the United States.

In addition, because of time-zone differences, U.S. investors who hold their interests in the notes through these systems and wish, on a particular day, to transfer their interests, or to receive or make a payment or delivery or exercise any other right with respect to their interests, may find that the transaction will not be effected until the next business day in Luxembourg or Brussels, as applicable. Thus, investors who wish to exercise rights that expire on a particular day may need to act before the expiration date. In addition, investors who hold their interests through both DTC and Euroclear or Clearstream, Luxembourg may need to make special arrangements to finance any purchase or sales of their interests between the U.S. and European clearing systems, and those transactions may settle later than transactions within one clearing system.

### **Governing Law**

The indenture and the notes, including any claim or controversy arising out of or relating to the indenture or the notes, will be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the State of New York.

### **Regarding the Trustee**

U.S. Bank National Association is the trustee under the indenture and has also been appointed by the Company to act as registrar, transfer agent and paying agent for the notes. The Company and its affiliates maintain various commercial and service relationships with the trustee and its affiliates in the ordinary course of business, including asset and investment management and insurance services.

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**DESCRIPTION OF OTHER INDEBTEDNESS**

For information concerning our existing indebtedness, see Management's Discussion and Analysis of Financial Condition and Results of Operations Liquidity and Capital Resources Debt in our Annual Report on Form 10-K for the year ended December 29, 2017 and our Quarterly Report on Form 10-Q for the quarter ended March 30, 2018, each incorporated by reference in this prospectus supplement and note 7 to our consolidated financial statements included in such Form 10-K and Form 10-Q. You should read this information in conjunction with (1) the sections entitled Prospectus Supplement Summary, Risk Factors and Capitalization included in this prospectus supplement, (2) Management's Discussion and Analysis of Financial Condition and Results of Operations contained in our Annual Report on Form 10-K for the year ended December 29, 2017, and in our Quarterly Report on Form 10-Q for the quarter ended March 30, 2018, each incorporated by reference in this prospectus supplement, (3) our Current Reports on Form 8-K filed with the SEC on May 16, 2018, and the exhibits filed therewith, and on April 24, 2018 relating to the proposed Viewpoint Acquisition (solely with respect to Item 8.01), which are incorporated by reference in this prospectus supplement and (4) the consolidated financial statements of Trimble and the related notes incorporated by reference into this prospectus supplement.

In connection with entering into the Merger Agreement, we entered into the Bridge Commitment Letter, pursuant to which the lenders party thereto have committed to provide a 364-day senior unsecured bridge term loan facility in an aggregate principal amount of up to \$1.2 billion. The commitments under the Bridge Commitment Letter were reduced to \$700 million upon entering into the new term loan facility described below and will be reduced in their entirety by the proceeds of the notes offered hereby. Although we do not currently expect to make any borrowings under the bridge facility, there can be no assurance that such borrowings will not be made. In that regard, we may be required to borrow under the bridge facility if any of the financing transactions are not completed. See Summary Recent Developments Financing Transactions Bridge Loan Commitment Letter.

On May 15, 2018, we entered into the New Credit Agreement, which provided for a \$1.25 billion new revolving facility and a \$500 million new term loan facility. As of June 1, 2018, we had outstanding \$300.0 million aggregate principal amount of revolving loans and no term loans under the New Credit Agreement, which term loans may be borrowed only in connection with the consummation of the Viewpoint Acquisition. Our new revolving facility matures on May 15, 2023. The term loans would mature on the third anniversary of their funding date. Borrowings under the New Credit Agreement will bear interest, at our option, at either: (a) the alternate base rate, which is defined as a fluctuating rate per annum equal to the greatest of (i) the prime rate then in effect, (ii) the federal funds rate then in effect, plus 0.50% per annum, and (iii) an adjusted LIBOR rate determined on the basis of a one-month interest period, plus 1.00%, in each case, plus a margin of between 0.00% and 0.875%; (b) an adjusted LIBOR rate (based on one, two, three or six-month interest periods), plus a margin of between 1.00% and 1.875%; or (c) an adjusted EURIBOR rate (based on one, two, three or six-month interest periods), plus a margin of between 1.00% and 1.875%. The applicable margin in each case is determined based on either our credit rating at such time or our leverage ratio as of our most recently ended fiscal quarter, whichever results in more favorable pricing to us. See Summary Recent Developments Financing Transactions New Credit Agreement.

In November 2014, we issued \$400.0 million of 4.750% notes due 2024 in a public offering registered with the Securities and Exchange Commission. The notes mature on December 1, 2024 and accrue interest at a rate of 4.75% per annum, payable semiannually in arrears in cash on December 1 and June 1 of each year.

In November 2014, we entered into a five-year credit agreement with a group of lenders, which provided for an unsecured revolving loan facility of \$1.0 billion (the 2014 Credit Facility). As of March 30, 2018, we had an outstanding balance of \$295.0 million under the 2014 Credit Facility and the interest rate was 2.85%, payable on a quarterly basis. The 2014 Credit Facility was subsequently replaced by the New Credit Agreement.

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In addition, we have two uncommitted \$75.0 million revolving credit facilities, pursuant to which there was an outstanding balance of \$130.0 million as of March 30, 2018. The weighted average interest rate on the uncommitted facilities was 2.27% at the end of the first quarter of fiscal 2018, payable on a monthly basis.

On February 2, 2018, we entered into the 2018 interim credit facility with The Bank of Nova Scotia in connection with the acquisition of e-Builder, Inc., pursuant to which there was an outstanding balance of \$300.0 million as of March 30, 2018. The interest rate under the 2018 interim credit facility was 2.75% at the end of the first quarter of fiscal 2018, payable on a monthly basis.

As of March 30, 2018, we had promissory notes and other notes payable totaling approximately \$1.4 million.

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**Table of Contents****UNITED STATES FEDERAL INCOME TAX CONSIDERATIONS**

The following discussion is a summary of United States federal income tax considerations generally applicable to the ownership and disposition of the notes by Non-U.S. Holders (as defined below) that purchase the notes pursuant to this prospectus supplement at the price set forth on the cover of this prospectus supplement. This summary is based upon United States federal income tax law in effect on the date of this prospectus supplement, which is subject to differing interpretations or change, possibly with retroactive effect. This summary does not address all aspects of United States federal income taxation which may be relevant to particular investors in light of their particular investment circumstances, such as investors subject to special tax rules (e.g., banks or other financial institutions, insurance companies, broker-dealers, entities or arrangements treated as partnerships for United States federal income tax purposes and their partners, traders in securities who elect to apply a mark-to-market method of accounting, tax-exempt organizations (including private foundations), controlled foreign corporations, United States expatriates, holders subject to the alternative minimum tax, passive foreign investment companies, persons deemed to sell the notes under the constructive sale provisions of the Internal Revenue Code of 1986, as amended (the Code), persons that will hold the notes as part of a straddle, hedge, conversion, constructive sale, or other integrated security transaction for United States federal income tax purposes or persons required to recognize any item of gross income with respect to the notes as a result of such income being recognized on an applicable financial statement), all of whom may be subject to tax rules that differ significantly from those summarized below. This summary does not discuss any state, local, or non-United States tax considerations, the Medicare contribution tax on investment income, or any non-income tax considerations, including gift or estate tax. This summary addresses Non-U.S. Holders that will hold the notes as capital assets under the Code. We expect, and this discussion assumes, that the notes will be issued with less than de minimis original issue discount.

**Each prospective investor is urged to consult its tax advisor regarding the United States federal, state, local, and non-United States income and other tax consequences of the ownership and disposition of the notes.**

For the purposes of this summary, a Non-U.S. Holder is a beneficial owner of a note that, for United States federal income tax purposes, is not (i) an individual who is a citizen or resident of the United States, (ii) a partnership or other entity or arrangement treated as a partnership for United States federal income tax purposes, (iii) a corporation or other entity treated as a corporation for United States federal income tax purposes created in, or organized under the laws of, the United States, any State thereof, or the District of Columbia, (iv) an estate the income of which is includible in gross income for United States federal income tax purposes regardless of its source, or (v) a trust (A) the administration of which is subject to the primary supervision of a United States court and which has one or more United States persons who have the authority to control all substantial decisions of the trust or (B) that has otherwise elected to be treated as a United States person under the Code.

If a partnership (including any entity or arrangement treated as a partnership for United States federal income tax purposes) is a holder of a note, the United States federal income tax treatment of a partner in the partnership generally will depend upon the status of the partner and the activities of the partnership. Partners and partnerships are urged to consult their tax advisors as to the particular United States federal income tax consequences applicable to them.

**Interest**

Payments of interest on the notes made to a Non-U.S. Holder will generally not be subject to United States federal withholding tax provided that (i) such Non-U.S. Holder (A) does not actually or constructively own 10% or more of the total combined voting power of all classes of stock of the company entitled to vote and (B) is not a controlled foreign corporation that is related to the company (within the meaning of section 864(d)(4) of the Code) and (ii) the requirements of section 871(h) or 881(c) of the Code are satisfied as described below under the heading Owner's Statement Requirement. A Non-U.S. Holder that does not meet the above criteria will be subject to United States federal withholding tax at a flat rate of 30%, unless the withholding tax rate is reduced or

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eliminated by an applicable income tax treaty, and such Non-U.S. Holder is a qualified resident of the treaty country and complies with certain certification requirements.

If interest on the notes is effectively connected with the conduct of a United States trade or business of the Non-U.S. Holder, and, if required by an applicable income tax treaty, such interest is attributable to a United States permanent establishment of the Non-U.S. Holder, the Non-U.S. Holder, although exempt from United States federal withholding tax provided certain certification requirements are met, will generally be subject to United States federal income tax on the receipt or accrual of such interest on a net income basis in the same manner as if it were a United States person. In addition, if such Non-U.S. Holder is a foreign corporation, it may be subject to an additional branch profits tax equal to 30% (or lower applicable treaty rate) of its effectively connected earnings and profits for the taxable year, subject to adjustments. These holders are urged to consult their tax advisors concerning the United States federal income tax consequences to them of the ownership and disposition of the notes as well as the application of state, local and non-United States income and other tax laws.

### **Owner's Statement Requirement**

In order to avoid withholding tax on interest on a note under section 871(h) or 881(c) of the Code, either the Non-U.S. Holder of the note or a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business (a Financial Institution) and that holds the note on behalf of such holder must timely file a statement with us or our agent to the effect that the Non-U.S. Holder is not a United States person within the meaning of the Code. This requirement will be satisfied if we or our agent timely receives (i) a statement (an Owner's Statement) from the Non-U.S. Holder of the note in which such holder certifies, under penalties of perjury, that such holder is not a United States person and provides such holder's name and address and, if applicable, information with respect to tax treaty benefits, on an IRS Form W-8BEN or W-8BEN-E (or suitable substitute form) or (ii) a statement from the Financial Institution holding the note on behalf of the Non-U.S. Holder in which the Financial Institution certifies, under penalties of perjury, that it has received the Owner's Statement, together with a copy of the Owner's Statement and in either case, neither we nor our agent have actual knowledge that any of the information, certifications or statements in such Owner's Statement are incorrect. The Non-U.S. Holder must inform us or our agent (or, in the case of a statement described in clause (ii) of the immediately preceding sentence, the Financial Institution) within 30 days of any change in information on the Owner's Statement.

### **Sale, Exchange, Redemption, or Other Disposition**

A Non-U.S. Holder will generally not be subject to United States federal income tax on any gain realized upon a sale, exchange, redemption, or other taxable disposition of the notes, unless:

(i) such gain is effectively connected with the conduct of a trade or business in the United States (and if required by an applicable tax treaty, such gain is attributable to a United States permanent establishment of the Non-U.S. Holder); or

(ii) in the case of a Non-U.S. Holder that is an individual, such Non-U.S. Holder is present in the United States for 183 days or more during the taxable year in which such sale, exchange, redemption, or other taxable disposition occurs and certain other conditions are met.

Gain that is effectively connected with the conduct of a trade or business in the United States generally will be subject to United States federal income tax on a net income basis, in the same manner as if the Non-U.S. Holder were a United States person, and, in the case of a corporation, may be subject to an additional branch profits tax equal to 30% (or lower applicable treaty rate) of its effectively connected earnings and profits for the taxable year, subject to adjustments. An individual Non-U.S. Holder who is subject to United States federal income tax because the Non-U.S. Holder was present in the United States for 183 days or more during the year of sale, exchange, redemption, or other disposition of the notes will be subject to a flat 30% tax (or, if applicable, a lower treaty rate) on the gain derived from such sale or other taxable disposition, which may be offset by certain United States source capital losses.

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**The Foreign Account Tax Compliance Act, or FATCA**

Provisions under Sections 1471 through 1474 of the Code and applicable U.S. Treasury Regulations, collectively commonly referred to as FATCA, generally impose withholding at a rate of 30% in certain circumstances on interest paid on notes and, after December 31, 2018, gross proceeds from a disposition of notes, in each case, that are held by or through (i) a foreign financial institution (within the meaning of the Code), whether such entity is the beneficial owner or an intermediary, unless such entity enters into, and complies with, an agreement with the IRS to report on an annual basis its United States account holders (within the meaning of the Code) and meets certain other specified requirements; or (ii) a non-financial foreign entity (within the meaning of the Code), whether such entity is the beneficial owner or an intermediary, unless such entity provides a certification that the beneficial owner of the payment does not have any substantial United States owners (within the meaning of the Code) or provides certain information with respect to each substantial U.S. owner and complies with certain other requirements. Accordingly, the entity through which notes are held will affect the determination of whether withholding under FATCA is required. An intergovernmental agreement between the United States and an applicable foreign country may modify these requirements. We will not pay any additional amounts in respect of any amounts withheld. Investors should consult with their tax advisors regarding these rules in their particular situations.

**Table of Contents****UNDERWRITING (CONFLICTS OF INTEREST)**

Subject to the terms and conditions of the underwriting agreement, the underwriters named below, through their representatives, J.P. Morgan Securities LLC, Goldman Sachs & Co. LLC, and Merrill Lynch, Pierce, Fenner & Smith Incorporated, have severally agreed to purchase from us the following respective principal amounts of notes listed opposite their name below at the public offering price less the underwriting discounts and commissions set forth on the cover page of this prospectus supplement:

<b>Underwriters</b>	<b>Principal Amount of the 2023 Notes</b>	<b>Principal Amount of the 2028 Notes</b>
Goldman Sachs & Co. LLC	\$	\$
J.P. Morgan Securities LLC	\$	\$
Merrill Lynch, Pierce, Fenner & Smith Incorporated	\$	\$
Scotia Capital (USA) Inc.	\$	\$
Wells Fargo Securities, LLC	\$	\$
Total	\$	\$

The underwriting agreement provides that the obligations of the several underwriters to purchase the notes offered hereby are subject to certain conditions precedent and that the underwriters will purchase all of the notes offered by this prospectus supplement if any of these notes are purchased. The offering of the notes by the underwriters is subject to receipt and acceptance and subject to the underwriters' right to reject any order in whole or in part.

We have been advised by the representatives of the underwriters that the underwriters propose to offer the notes initially to the public at the initial public offering price set forth on the cover of this prospectus supplement and to dealers at a price that represents a concession not in excess of % of the principal amount of the 2023 Notes or % of the principal amount of the 2028 Notes. The underwriters may allow, and these dealers may re-allow, a concession of not more than % of the principal amount of the 2023 Notes or % of the principal amount of the 2028 Notes to other dealers. After the initial public offering, the representatives of the underwriters may change the offering price and other selling terms.

We estimate that our expenses of this offering, excluding underwriting discounts and commissions, will be approximately \$ .

We have agreed to indemnify the several underwriters and their officers, directors and controlling persons against some specified types of liabilities, including liabilities under the Securities Act of 1933, as amended, and to contribute to payments any of those persons may be required to make in respect of any of these liabilities.

The notes are new issuances of securities with no established trading market. The notes will not be listed on any securities exchange. The underwriters have advised us that they may make a market in the notes after completion of the offering, but will not be obligated to do so and may discontinue any market-making activities at any time without notice. No assurance can be given as to the liquidity of the trading market for the notes or that an active public market for the notes will develop. If an active public trading market for the notes does not develop, the market price and liquidity of the notes may be adversely affected.

In connection with the offering, the underwriters may purchase and sell the notes in the open market. These transactions may include short sales, purchases to cover positions created by short sales and stabilizing transactions. If the underwriters engage in these transactions, they may discontinue doing so at any time.

Short sales involve the sale by the underwriters of a greater principal amount of notes than they are required to purchase in the offering. The underwriters may close out any short position by purchasing notes in the open market. A short position is more likely to be created if underwriters are concerned that there may be downward pressure on the price of the notes in the open market prior to the completion of the offering.





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Stabilizing transactions consist of various bids for or purchases of the notes made by the underwriters in the open market prior to the completion of the offering.

The underwriters may impose a penalty bid. This occurs when a particular underwriter repays to the other underwriters a portion of the underwriting discount received by it because the representatives of the underwriters have repurchased notes sold by or for the account of that underwriter in stabilizing or short covering transactions.

Purchases to cover a short position and stabilizing transactions may have the effect of preventing or slowing a decline in the market price of the notes. Additionally, these purchases, along with the imposition of the penalty bid, may stabilize, maintain or otherwise affect the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market. These transactions may be effected in the over-the-counter market or otherwise.

The underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the underwriters or their respective affiliates have from time to time performed various financial advisory, commercial banking, investment banking, or hedging services for us in the ordinary course of their respective businesses, for which they have received customary fees and reimbursement of expenses. Certain of the underwriters or their affiliates are lenders, and are also agents, under the 2018 interim credit facility, our new term loan facility and new revolving facility, and certain of the underwriters or their affiliates have agreed to provide us with interim financing in an aggregate amount of up to \$1.2 billion under the bridge term loan facility.

As certain of the underwriters or their affiliates may receive more than 5% of the proceeds of this offering, not including underwriting compensation, certain of the underwriters may have a conflict of interest as defined in Rule 5121 adopted by Financial Industry Regulatory Authority. Consequently, this offering will be conducted in accordance with Rule 5121. No underwriter having a conflict of interest will confirm sales to accounts over which discretionary authority is exercised without the prior written consent of the account holder. In accordance with Rule 5121, a qualified independent underwriter is not required because the notes offered are investment grade rated, as that term is defined in Rule 5121.

In the ordinary course of their various business activities, the underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively traded securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to our assets, securities and/or instruments (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with us. If any of the underwriters or their affiliates have a lending relationship with us, certain of those underwriters or their affiliates routinely hedge, and certain other of those underwriters or their affiliates may hedge, their credit exposure to us consistent with their customary risk management policies. Typically, these underwriters and their affiliates would hedge such exposure by entering into transactions which consist of either the purchase of credit default swaps or the creation of short positions in our securities, including potentially the notes offered hereby. Any such credit default swaps or short positions could adversely affect future trading prices of the notes offered hereby. The underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

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### **Selling Restrictions**

#### *Canada*

The notes may be sold in Canada only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and are permitted clients, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations. Any resale of the notes must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if this offering circular (including any amendment thereto) contains a misrepresentation, provided that the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser's province or territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal advisor.

Pursuant to section 3A.3 of National Instrument 33-105 Underwriting Conflicts (NI 33-105), the underwriters are not required to comply with the disclosure requirements of NI 33-105 regarding underwriter conflicts of interest in connection with this offering.

#### *Dubai*

This prospectus supplement relates to an Exempt Offer in accordance with the Markets Rules 2012 of the Dubai Financial Services Authority ( DFSA ). This prospectus supplement is intended for distribution only to persons of a type specified in the Markets Rules 2012 of the DFSA. It must not be delivered to, or relied on by, any other person. The DFSA has no responsibility for reviewing or verifying any documents in connection with Exempt Offers. The DFSA has not approved this prospectus supplement nor taken steps to verify the information set forth herein and has no responsibility for this document. The securities to which this document relates may be illiquid and/or subject to restrictions on their resale. Prospective purchasers of the securities offered should conduct their own due diligence on the securities. If you do not understand the contents of this document you should consult an authorized financial advisor.

In relation to its use in the DIFC, this prospectus supplement is strictly private and confidential and is being distributed to a limited number of investors and must not be provided to any person other than the original recipient, and may not be reproduced or used for any other purpose. The interests in the securities may not be offered or sold directly or indirectly to the public in the DIFC.

#### *European Economic Area*

The notes are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (the EEA ). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, MiFID II ); or (ii) a customer within the meaning of Directive 2002/92/EC (as amended, the Insurance Mediation Directive ), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in Directive 2003/71/EC (as amended, the Prospectus Directive ). Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the PRIIPs Regulation ) for offering or selling the notes or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the notes or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation. This prospectus supplement has been prepared on the basis that any offer of the notes in any Member State of the EEA will be made pursuant to an exemption under the Prospectus

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Directive from the requirement to publish a prospectus for offers of the notes. This prospectus supplement is not a prospectus for the purposes of the Prospectus Directive.

*Hong Kong*

Each underwriter (i) has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any notes other than (a) to professional investors as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the SFO) and any rules made under that Ordinance; or (b) in other circumstances which do not result in the document being a prospectus as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong or which do not constitute an offer to the public within the meaning of that Ordinance; and (ii) has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the notes, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to the notes which are or are intended to be disposed of only to persons outside Hong Kong or only to professional investors as defined in the SFO and any rules made under that Ordinance.

*Japan*

The notes have not been and will not be registered pursuant to Article 4, Paragraph 1 of the Financial Instruments and Exchange Act. Accordingly, none of the notes nor any interest therein may be offered or sold, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organized under the laws of Japan), or to others for re-offering or resale, directly or indirectly, in Japan or to or for the benefit of a resident of Japan, except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and any other applicable laws, regulations and ministerial guidelines of Japan in effect at the relevant time.

*People's Republic of China*

The notes are not being offered or sold and may not be offered or sold, directly or indirectly, in the People's Republic of China (the PRC) (for such purposes, not including the Hong Kong and Macau Special Administrative Regions or Taiwan), except as permitted by the securities laws of the PRC.

*Singapore*

This prospectus supplement and the accompanying prospectus have not been registered as a prospectus with the Monetary Authority of Singapore. Accordingly, this prospectus supplement, the accompanying prospectus and any other document or material in connection with the offer or sale, or invitation for subscription or purchase, of the notes may not be circulated or distributed, nor may the notes be offered or sold, or be made the subject of an invitation for subscription or purchase, whether directly or indirectly, to persons in Singapore other than (i) to an institutional investor under Section 274 of the Securities and Futures Act, Chapter 289 of Singapore (the SFA), (ii) to a relevant person, or any person pursuant to Section 275(1A), and in accordance with the conditions, specified in Section 275 of the SFA or (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the notes are subscribed or purchased under Section 275 by a relevant person which is: (i) a corporation (which is not an accredited investor), the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or (ii) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary is an accredited investor, securities (as defined in Section 239(1) of the SFA) of that corporation or the

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beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the notes pursuant to an offer made under Section 275 of the SFA, except: (A) to an institutional investor under Section 274 of the SFA (as defined in Section 275(2) of the SFA), or to any person arising from an offer referred to in Section 275(1A), or Section 276(4)(i)(B) of the SFA; (B) where no consideration is or will be given for the transfer; (C) where the transfer is by operation of law; (D) as specified in Section 276(7) of the SFA; or (E) as specified in Regulation 32 of the Securities and Futures (Offers of Investments) (Shares and Debentures) Regulations 2005 of Singapore.

### *Switzerland*

This prospectus supplement is not intended to constitute an offer or solicitation to purchase or invest in the notes described herein. The notes may not be publicly offered, sold or advertised, directly or indirectly, in, into or from Switzerland and will not be listed on the SIX Swiss Exchange or on any other exchange or regulated trading facility in Switzerland. Neither this prospectus supplement nor any other offering or marketing material relating to the notes constitute a prospectus as such term is understood pursuant to article 652a or article 1156 of the Swiss Code of Obligations, and neither this prospectus supplement nor any other offering or marketing material relating to the notes may be publicly distributed or otherwise made publicly available in Switzerland.

### *Taiwan*

The notes have not been and will not be registered with the Financial Supervisory Commission of Taiwan pursuant to relevant securities laws and regulations and may not be sold, issued or offered within Taiwan through a public offering or in circumstances which constitute an offer within the meaning of the Securities and Exchange Act of Taiwan that requires a registration or approval of the Financial Supervisory Commission of Taiwan. No person or entity in Taiwan has been authorized to offer, sell, give advice regarding or otherwise intermediate the offering and sale of the notes in Taiwan.

### *United Arab Emirates*

The notes have not been, and are not being, publicly offered, sold, promoted or advertised in the United Arab Emirates (including the Dubai International Financial Centre) other than in compliance with the laws of the United Arab Emirates (and the Dubai International Financial Centre) governing the issue, offering and sale of securities. Further, this prospectus does not constitute a public offer of securities in the United Arab Emirates (including the Dubai International Financial Centre) and is not intended to be a public offer. This prospectus has not been approved by or filed with the Central Bank of the United Arab Emirates, the Securities and Commodities Authority or the Dubai Financial Services Authority.

### *United Kingdom*

Each underwriter has represented and agreed that:

- (i) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of the notes in circumstances in which Section 21(1) of the FSMA does not apply to us; and
- (ii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the notes in, from or otherwise involving the United Kingdom.

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**VALIDITY OF THE NOTES**

Certain legal matters in connection with this offering will be passed upon for us by Skadden, Arps, Slate, Meagher & Flom LLP, Palo Alto, California. Certain legal matters will be passed upon for the underwriters by Cravath, Swaine & Moore LLP, New York, New York.

**EXPERTS**

Ernst & Young LLP, an independent registered public accounting firm, has audited our consolidated financial statements and schedule included in our Annual Report on Form 10-K for the year ended December 29, 2017, and the effectiveness of our internal control over financial reporting as of December 29, 2017, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements and schedule are incorporated by reference in reliance on Ernst & Young LLP's report, given on their authority as experts in accounting and auditing.

The consolidated financial statements of Viewpoint, Inc. as of December 31, 2017 and for the year then ended have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

**WHERE YOU CAN FIND MORE INFORMATION**

The SEC allows us to incorporate by reference into this prospectus supplement the information we file with the SEC, which means:

incorporated documents are considered part of this prospectus supplement;

we can disclose important information to you by referring you to those documents; and

information we file with the SEC will automatically update and supersede the information in this prospectus supplement and any information that was previously incorporated.

We incorporate by reference the documents listed below and any future documents we file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act, until we terminate this offering (excluding any information furnished and not filed pursuant to Items 2.02 or 7.01 and any related Item 9.01 on any Current Report on Form 8-K):

our Annual Report on Form 10-K for the fiscal year ended December 29, 2017;

portions of our Definitive Proxy Statement on Schedule 14A for the 2018 annual meeting of stockholders incorporated by reference in the Annual Report on Form 10-K for the fiscal year ended December 29, 2017;

our Quarterly report on Form 10-Q for the fiscal quarter ended March 30, 2018; and

our Current Reports on Form 8-K filed on January 3, 2018, February 2, 2018 (Items 1.01, 2.01, 2.03 and Exhibit 2.1 only), February 7, 2018, April 24, 2018 (Items 1.01, 8.01 and Exhibit 2.1 only), May 3, 2018, May 11, 2018, May 16, 2018 and June 4, 2018.

You can obtain any of the filings incorporated by reference in this document through us, or from the SEC through the SEC's website at <http://www.sec.gov> or at the SEC's Public Reference Room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the SEC's Public Reference Room by calling 1-800-SEC-0330. We will provide without charge upon written or oral request a copy of any or all of the



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documents that are incorporated by reference in this prospectus supplement, other than exhibits which are not specifically incorporated by reference into such documents. Requests should be directed to our Investor Relations department at Trimble Inc., 935 Stewart Drive, Sunnyvale, California 94085. Our telephone number is (408) 481-8000.

Any statement contained in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus supplement and the accompanying prospectus to the extent that a statement contained herein or in any other subsequently filed document that is incorporated by reference herein modifies or supersedes such earlier statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus supplement and the accompanying prospectus.

You should rely only on the information incorporated by reference or provided in this prospectus supplement and the accompanying base prospectus. We have not authorized anyone else to provide you with different information.

You will be deemed to have notice of all information incorporated by reference in this prospectus supplement as if that information was included in this prospectus supplement.

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**TRIMBLE INC.**  
**COMMON STOCK**  
**PREFERRED STOCK**  
**DEPOSITARY SHARES**  
**DEBT SECURITIES**  
**WARRANTS**  
**STOCK PURCHASE CONTRACTS**  
**STOCK PURCHASE UNITS**

We may offer and sell from time to time, in one or more offerings, in amounts, at prices and on terms determined at the time of any such offering, (1) shares of our common stock, (2) shares of our preferred stock, which we may issue in one or more series, (3) depositary shares representing preferred stock, (4) debt securities, which may be senior debt securities or subordinated debt securities, (5) warrants, (6) stock purchase contracts or (7) stock purchase units, each representing ownership of a stock purchase contract and debt securities or debt obligations of third-parties, including U.S. treasury securities or any combination of the foregoing, accruing the holder's obligation to purchase our common stock or other securities under the stock purchase contracts.

Our common stock is listed on the NASDAQ Global Select Market under the symbol TRMB.

We urge you to read carefully this prospectus and the accompanying prospectus supplement, which will describe the specific terms of the securities being offered to you, before you make your investment decision.

**NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR DETERMINED IF THIS PROSPECTUS OR THE ACCOMPANYING PROSPECTUS SUPPLEMENT IS TRUTHFUL OR COMPLETE. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.**

**This prospectus may not be used to sell securities unless accompanied by a prospectus supplement.**

**The date of this prospectus is April 5, 2018.**

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Unless otherwise indicated or the context otherwise requires, all references in this prospectus to Trimble, the company, we, our, us or similar terms refer to Trimble Inc., together with its subsidiaries.

**ABOUT THIS PROSPECTUS**

This prospectus is part of a shelf registration statement that we filed with the Securities and Exchange Commission (the Commission or SEC). By using a shelf registration statement, we may sell, from time to time, in one or more offerings, any combination of the securities described in this prospectus.

This prospectus provides you with a general description of the securities we may offer. Each time we sell securities, we will provide a prospectus supplement that will contain specific information about the terms of that offering. The accompanying prospectus supplement may also add, update or change information contained in this prospectus. References to the applicable prospectus supplement are to the prospectus supplement to this prospectus that describes the specific terms and conditions of the applicable security. You should read both this prospectus and the accompanying prospectus supplement together with additional information described under the heading Where You Can Find More Information.

We may include agreements as exhibits to the registration statement of which this prospectus forms a part. In reviewing such agreements, please remember that they are included to provide you with information regarding their terms and are not intended to provide any other factual or disclosure information about us or the other parties to the agreements. The agreements may contain representations and warranties by each of the parties to the applicable agreement. These representations and warranties have been made solely for the benefit of the other parties to the applicable agreement and:

should not in all instances be treated as categorical statements of fact, but rather as a way of allocating the risk to one of the parties if those statements prove to be inaccurate;

may have been qualified by disclosures that were made to the other party in connection with the negotiation of the applicable agreement, which disclosures would not necessarily be reflected in the agreement;

may apply standards of materiality in a way that is different from what may be viewed as material to you or other investors; and

were made only as of the date of the applicable agreement or such other date or dates as may be specified in the agreement and are subject to more recent developments.

Accordingly, these representations and warranties may not describe the actual state of affairs as of the date they were made or at any other time. Additional information about us may be found elsewhere in the registration statement of which this prospectus forms a part and our other public filings, which are available without charge through the SEC's website at <http://www.sec.gov>.

We have not authorized any other person, including any dealer, salesperson or other individual, to provide you with any information or to make any representations other than those contained or incorporated by reference in this

prospectus. We take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you. We are not making an offer to sell these securities in any jurisdiction where the offer or sale is not permitted. You should assume that the information in this prospectus and the documents incorporated by reference is accurate only as of their respective dates.

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**WHERE YOU CAN FIND MORE INFORMATION**

We file reports, proxy statements, and other information with the SEC. Such reports, proxy statements, and other information concerning us can be read and copied at the SEC's Public Reference Room at 100 F Street, N.E., Room 1580, Washington, D.C. 20549 or on the Internet at <http://www.sec.gov>. Please call the SEC at 1-800-SEC-0330 for further information on the Public Reference Room. Our common stock is listed on the NASDAQ Global Select Market, and these reports, proxy statements and other information are also available for inspection at the offices of the NASDAQ Stock Market, Inc. located at 1735 K Street, NW, Washington, D.C. 20006.

This prospectus is part of a registration statement filed with the SEC by us. The full registration statement can be obtained from the SEC as indicated above, or from us.

The SEC allows us to incorporate by reference the information we file with the SEC. This permits us to disclose important information to you by referring to these filed documents. Any information referred to in this way is considered part of this prospectus, and any information filed with the SEC by us after the date of this prospectus will automatically be deemed to update and supersede this information. We incorporate by reference the following documents that have been filed with the SEC (other than information in such documents that is not deemed to be filed):

Annual Report on Form 10-K for the fiscal year ended December 29, 2017;

Portions of the Definitive Proxy Statement on Schedule 14A for the 2018 annual meeting of stockholders incorporated by reference in the Annual Report on Form 10-K for the fiscal year ended December 29, 2017; and

Current Reports on Form 8-K filed on January 3, 2018, February 2, 2018 and February 7, 2018.

We also incorporate by reference any future filings (other than information in such documents that is not deemed to be filed) made with the SEC pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), until we file a post-effective amendment which indicates the termination of the offering of the securities made by this prospectus.

We will provide without charge upon written or oral request a copy of any or all of the documents that are incorporated by reference into this prospectus, other than exhibits which are specifically incorporated by reference into such documents. Requests should be directed to our Investor Relations department at Trimble Inc., 935 Stewart Drive, Sunnyvale, California 94085. Our telephone number is (408) 481-8000.

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**SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS**

This prospectus and the documents incorporated by reference herein contain forward-looking statements within the meaning of Section 27A of the Securities Act of 1933, as amended (the Securities Act), and Section 21E of the Exchange Act, which are subject to the safe harbor created by those sections. Forward-looking statements are based on our management's beliefs and assumptions and on information currently available to our management. In some cases, you can identify forward-looking statements by terms such as may, will, should, could, goal, would, plan, anticipate, believe, estimate, project, predict, potential and similar expressions intended to identify forward-looking statements. These statements involve known and unknown risks, uncertainties and other factors, which may cause our actual results, performance, time frames or achievements to be materially different from any future results, performance, time frames or achievements expressed or implied by the forward-looking statements. We discuss many of these risks, uncertainties and other factors in our Annual Reports on Form 10-K, in our Quarterly Reports on Form 10-Q and in any prospectus supplement related hereto in greater detail under the heading Risk Factors. Given these risks, uncertainties and other factors, you should not place undue reliance on these forward-looking statements. Also, these forward-looking statements represent our estimates and assumptions only as of the date of the document containing the applicable statement. You should read this prospectus and the documents incorporated by reference herein completely and with the understanding that our actual future results may be materially different from what we expect. We hereby qualify our forward-looking statements by these cautionary statements. Except as required by law, we assume no obligation to update these forward-looking statements publicly, or to update the reasons actual results could differ materially from those anticipated in these forward-looking statements, even if new information becomes available in the future.

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**TRIMBLE INC.**

We are a leading provider of technology solutions that enable professionals and field mobile workers to improve or transform their work processes. Our solutions are used across a range of industries including agriculture, architecture, civil engineering, survey and land administration, construction, geospatial, government, natural resources, transportation, and utilities. Representative Trimble customers include engineering and construction firms, contractors, surveying companies, farmers and agricultural companies, transportation and logistics companies, energy, utility companies, and state, federal and municipal governments.

We focus on integrating broad technological and application capabilities to create system-level solutions that transform how work is done within the industries we serve. Products are sold based on return on investment and provide benefits such as lower operational costs, higher productivity, improved quality, enhanced safety and regulatory compliance, and reduced environmental impact. Representative products include equipment that automates large industrial equipment such as tractors and bulldozers; integrated systems that track fleets of vehicles and workers and provide real-time information and powerful analytics to the back-office; data collection systems that enable the management of large amounts of geo-referenced information; software solutions that connect all aspects of a construction site or a farm; and building information modeling software that is used throughout the design, build, and operation of buildings.

Our principal executive offices are located at 935 Stewart Drive, Sunnyvale, California 94085, and our telephone number is (408) 481-8000.



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**USE OF PROCEEDS**

Unless otherwise set forth in a prospectus supplement with respect to the proceeds from the sale of the particular securities to which such prospectus supplement relates, we intend to use the net proceeds from the sale of the offered securities for general corporate purposes, which may include funding the repayment or redemption of outstanding debt, dividend payments, share repurchases, ongoing operations, capital expenditures and possible acquisitions of businesses or assets.

**Table of Contents****RATIO OF EARNINGS TO FIXED CHARGES**

No shares of our preferred stock were outstanding during the fiscal years ended December 29, 2017, December 30, 2016, January 1, 2016, January 2, 2015 and January 3, 2014. Therefore, the ratios of earnings to fixed charges and preferred dividends are not separately stated from the ratios of earnings to fixed charges for the periods listed above. The table below reflects our ratio of earnings to fixed charges for each of the five fiscal years in the period ended December 29, 2017.

	<b>For the Fiscal Years Ended</b>				
	<b>December 29, 2017</b>	<b>December 30, 2016</b>	<b>January 1, 2016</b>	<b>January 2, 2015</b>	<b>January 3, 2014</b>
Ratio of earnings to fixed charges (a)	8.4x	6.5x	5.9x	12.7x	11.2x

- (a) The ratio of earnings to fixed charges was computed by dividing earnings by fixed charges. For this purpose, earnings consists of consolidated income from continuing operations before income taxes before adjustment for income or loss from equity investees, distributed income of equity investees and fixed charges, and fixed charges consists of interest on all indebtedness, amortization of debt issuance costs and estimated interest as a component of rental expense.

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**DESCRIPTION OF SECURITIES**

This prospectus contains a summary of our common stock, preferred stock, depositary shares, debt securities, warrants, stock purchase contracts and stock purchase units. These summaries are not meant to be a complete description of each security. The particular terms of any security to be issued pursuant hereto will be set forth in a related prospectus supplement. This prospectus and the accompanying prospectus supplement will contain the material terms and conditions for each security.

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**DESCRIPTION OF CAPITAL STOCK**

The following description of our capital stock, certain provisions of our certificate of incorporation and bylaws and certain provisions of Delaware law is a summary and is qualified in its entirety by reference to our certificate of incorporation, bylaws and the Delaware General Corporation Law (the "DGCL"). Copies of our certificate of incorporation and our bylaws have been filed with the SEC and are filed as exhibits to the registration statement of which this prospectus forms a part.

Our authorized capital stock consists of 360,000,000 shares of common stock, \$0.001 par value, and 3,000,000 shares of preferred stock, \$0.001 par value. As of February 22, 2018, there were 248,266,451 shares of common stock outstanding and no shares of preferred stock outstanding.

**Common Stock**

The holders of common stock are entitled to one vote for each share held of record on all matters submitted to a vote of the stockholders. The holders of common stock are not entitled to cumulative voting rights with respect to the election of directors, and as a consequence, minority stockholders are not able to elect directors on the basis of their votes alone. Subject to preferences that may be applicable to any shares of preferred stock currently outstanding or issued in the future, holders of common stock are entitled to receive ratably such dividends as may be declared by our board of directors out of funds legally available therefor. In the event of our liquidation, dissolution or winding up, holders of our common stock are entitled to share ratably in all assets remaining after payment of liabilities and the liquidation preference of any then outstanding preferred stock. Holders of common stock have no preemptive rights and no right to convert their common stock into any other securities. There are no redemption or sinking fund provisions applicable to the common stock.

**Preferred Stock**

Our board of directors has the authority, without further action by the stockholders, to issue up to 3,000,000 shares of preferred stock in one or more series and to fix the rights, preferences, privileges and restrictions thereof, including dividend rights, conversion rights, voting rights, terms of redemption, liquidation preferences, sinking fund terms and the number of shares constituting any series or the designation of such series.

The particular terms of any series of preferred stock will be described in the prospectus supplement relating to that series of preferred stock. Those terms may include:

the title and stated value;

the number of shares we are offering;

the liquidation preference per share;

the purchase price;

the dividend rate, period and payment date and method of calculation for dividends;

whether dividends will be cumulative or non-cumulative and, if cumulative, the date from which dividends will accumulate;

the procedures for any auction and remarketing, if any;

the provisions for a sinking fund, if any;

the provisions for redemption or repurchase, if applicable, and any restrictions on our ability to exercise those redemption and repurchase rights;

any listing of the preferred stock on any securities exchange or market;

whether the preferred stock will be convertible into our common stock, and, if applicable, the conversion price, or how it will be calculated, and the conversion period;

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whether the preferred stock will be exchangeable into debt securities, and, if applicable, the exchange price, or how it will be calculated, and the exchange period;

voting rights, if any, of the preferred stock;

preemption rights, if any;

restrictions on transfer, sale or other assignment, if any;

whether interests in the preferred stock will be represented by depositary shares;

a discussion of any material or special United States federal income tax considerations applicable to the preferred stock;

the relative ranking and preferences of the preferred stock as to dividend rights and rights if we liquidate, dissolve or wind up our affairs;

any limitations on issuance of any class or series of preferred stock ranking senior to or on a parity with the series of preferred stock as to dividend rights and rights if we liquidate, dissolve or wind up our affairs; and

any other specific terms, preferences, rights or limitations of, or restrictions on, the preferred stock.

The DGCL provides that the holders of preferred stock will have the right to vote separately as a class on any proposal involving fundamental changes in the rights of holders of that preferred stock. This right is in addition to any voting rights that may be provided for in the applicable certificate of designation.

The issuance of preferred stock could adversely affect the voting power, conversion or other rights of holders of common stock. Preferred stock could be issued quickly with terms calculated to delay or prevent a change in control of our company or make removal of management more difficult. Additionally, the issuance of preferred stock may have the effect of decreasing the market price of our common stock.

**Anti-Takeover Effects of Provisions of Delaware Law and Our Charter Documents**

*Certificate of Incorporation*

Stockholders have no cumulative voting rights.

The lack of cumulative voting will make it more difficult for our existing stockholders to replace our board of directors as well as for another party to obtain control of us by replacing our board of directors. Since our board of directors has the power to retain and discharge our officers, these provisions could also make it more difficult for existing stockholders or another party to effect a change in management.

These and other provisions may have the effect of deterring hostile takeovers or delaying changes in control or management. These provisions are intended to enhance the likelihood of continued stability in the composition of our board of directors and in the policies of our board of directors and to discourage certain types of transactions that may involve an actual or threatened change in control. These provisions are designed to reduce our vulnerability to an unsolicited acquisition proposal. The provisions also are intended to discourage certain tactics that may be used in proxy rights. However, such provisions could have the effect of discouraging others from making tender offers for our shares and, as a consequence, such provisions also may inhibit fluctuations in the market price of our shares that could result from actual or rumored takeover attempts. Such provisions also may have the effect of preventing changes in our management.

*Section 203 of the DGCL*

We are subject to Section 203 of the DGCL, which, subject to certain exceptions, prohibits a Delaware corporation from engaging in a business combination with any interested stockholder for a period of three years following the time that such stockholder became an interested stockholder, unless:

prior to such time, the board of directors of the corporation approved either the business combination or the transaction that resulted in the stockholder becoming an interested holder;

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upon consummation of the transaction that resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the number of shares outstanding those shares owned (a) by persons who are directors and also officers and (b) by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or

at or subsequent to such time, the business combination is approved by the board of directors and authorized at an annual or special meeting of stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

In general, Section 203 of the DGCL defines *business combination* to include the following:

any merger or consolidation involving the corporation and the interested stockholder;

any sale, transfer, pledge or other disposition of 10% or more of the assets of the corporation involving the interested stockholder;

subject to certain exceptions, any transaction that results in the issuance or transfer by the corporation of any stock of the corporation to the interested stockholder;

any transaction involving the corporation that has the effect of increasing the proportionate share of the stock or any class or series of the corporation beneficially owned by the interested stockholder; or

the receipt by the interested stockholder of the benefit of any loans, advances, guarantees, pledges or other financial benefits provided by or through the corporation.

In general, Section 203 of the DGCL defines *interested stockholder* as an entity or person beneficially owning 15% or more of the outstanding voting stock of the corporation and any entity or person affiliated with or controlling or controlled by such entity or person.

*Certain Transactions*

Our bylaws provide that we will indemnify our directors and executive officers to the fullest extent permitted by the DGCL and any other applicable law. We are also empowered under our bylaws to indemnify other officers, employees and other agents as set forth in the DGCL or any other applicable law and to enter into indemnification contracts with our directors and executive officers and to purchase insurance on behalf of any person whom we are required or permitted to indemnify.

In addition, our certificate of incorporation provides that the liability of our directors for monetary damages shall be eliminated to the fullest extent permissible under Delaware law. Pursuant to Delaware law, our directors shall not be liable for monetary damages for breach of the directors' fiduciary duty of care to us and our stockholders. However, this provision does not eliminate the duty of care, and in appropriate circumstances, equitable remedies such as



injunctive or other forms of non-monetary relief that will remain available under Delaware law. In addition, each director will continue to be subject to liability for (1) breach of the director's duty of loyalty to us or our stockholders, (2) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) violating Section 174 of the DGCL, or (4) any transaction from which the director derived an improper personal benefit. The provision also does not affect a director's responsibilities under any other law, such as the federal securities laws or state or federal environmental laws.

**Transfer Agent and Registrar**

American Stock Transfer & Trust Company is the transfer agent and registrar for our common stock. American Stock Transfer & Trust Company's address is 59 Maiden Lane, Plaza Level, New York, New York 11038.

**Listing**

Our common stock is listed on the NASDAQ Global Select Market under the symbol **TRMB**.

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**DESCRIPTION OF DEPOSITARY SHARES**

The depositary shares will be issued under deposit agreements to be entered into between us and a bank or trust company, as depositary, all to be set forth in the applicable prospectus supplement relating to any or all depositary shares in respect of which this prospectus is being delivered. We will file a copy of the deposit agreement and the depositary receipt with the SEC each time we issue a series of depositary shares, and these depositary receipts and deposit agreement will be incorporated by reference into the registration statement of which this prospectus forms a part.

**General**

If we elect to offer fractional interests in shares of preferred stock, we will provide for the issuance by a depositary to the public of receipts for depositary shares. Each depositary share will represent fractional interests of preferred stock. We will deposit the shares of preferred stock underlying the depositary shares under a deposit agreement between us and a bank or trust company selected by us. The bank or trust company must have its principal office in the United States and a combined capital and surplus of at least \$50 million. The depositary receipts will evidence the depositary shares issued under the deposit agreement.

The deposit agreement will contain terms applicable to the holders of depositary shares in addition to the terms stated in the depositary receipts. Each owner of depositary shares will be entitled to all the rights and preferences of the preferred stock underlying the depositary shares in proportion to the applicable fractional interest in the underlying shares of preferred stock. The depositary will issue the depositary receipts to individuals purchasing the fractional interests in shares of the related preferred stock according to the terms of the offering described in a prospectus supplement.

**Dividends and Other Distributions**

The depositary will distribute all cash dividends or other cash distributions received for the preferred stock to the entitled record holders of depositary shares in proportion to the number of depositary shares that the holder owns on the relevant record date. The depositary will distribute only an amount that can be distributed without attributing to any holder of depositary shares a fraction of one cent. The depositary will add the undistributed balance to and treat it as part of the next sum received by the depositary for distribution to holders of depositary shares.

If there is a non-cash distribution, the depositary will distribute property received by it to the entitled record holders of depositary shares, in proportion, insofar as possible, to the number of depositary shares owned by the holders, unless the depositary determines, after consultation with us, that it is not feasible to make such distribution. If this occurs, the depositary may, with our approval, sell such property and distribute the net proceeds from the sale to the holders. The deposit agreement also will contain provisions relating to how any subscription or similar rights that we may offer to holders of the preferred stock will be available to the holders of the depositary shares.

**Conversion, Exchange and Redemption**

If any series of preferred stock underlying the depositary shares may be converted or exchanged, each record holder of depositary receipts will have the right or obligation to convert or exchange the depositary shares represented by the depositary receipts.

Whenever we redeem shares of preferred stock held by the depositary, the depositary will redeem, at the same time, the number of depositary shares representing the preferred stock. The depositary will redeem the depositary shares

from the proceeds it receives from the corresponding redemption, in whole or in part, of the applicable series of preferred stock. The depositary will mail a notice of redemption to the record holders of the

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depository shares that are to be redeemed between 30 and 60 days before the date fixed for redemption. The redemption price per depository share will be equal to the applicable fraction of the redemption price per share on the applicable series of preferred stock. If less than all the depository shares are to be redeemed, the depository will select which shares to be redeemed by lot, proportionate allocation or another method.

After the date fixed for redemption, the depository shares called for redemption will no longer be outstanding. When the depository shares are no longer outstanding, all rights of the holders will end, except the right to receive money, securities or other property payable upon redemption.

## **Voting**

When the depository receives notice of a meeting at which the holders of the preferred stock are entitled to vote, the depository will mail the particulars of the meeting to the record holders of the depository shares. Each record holder of depository shares on the record date may instruct the depository on how to vote the shares of preferred stock underlying the holder's depository shares. The depository will try, if practical, to vote the number of shares of preferred stock underlying the depository shares according to the instructions. The depository will abstain from voting shares of the preferred stock to the extent it does not receive specific instructions from the holders of depository shares representing such preferred stock. We will agree to take all reasonable action requested by the depository to enable it to vote as instructed.

## **Record Date**

Whenever (1) any cash dividend or other cash distribution shall become payable, any distribution other than cash shall be made, or any rights, preferences or privileges shall be offered with respect to the preferred stock, or (2) the depository shall receive notice of any meeting at which holders of preferred stock are entitled to vote or of which holders of preferred stock are entitled to notice, or of the mandatory conversion of or any election on our part to call for the redemption of any preferred stock, the depository shall in each such instance fix a record date (which shall be the same as the record date for the preferred stock) for the determination of the holders of depository receipts (x) who shall be entitled to receive such dividend, distribution, rights, preferences or privileges or the net proceeds of the sale thereof or (y) who shall be entitled to give instructions for the exercise of voting rights at any such meeting or to receive notice of such meeting or of such redemption or conversion, subject to the provisions of the deposit agreement.

## **Amendments**

We and the depository may agree to amend the deposit agreement and the depository receipt evidencing the depository shares. Any amendment that (a) imposes or increases certain fees, taxes or other charges payable by the holders of the depository shares as described in the deposit agreement or (b) otherwise prejudices any substantial existing right of holders of depository shares, will not take effect until 30 days after the depository has mailed notice of the amendment to the record holders of depository shares. Any holder of depository shares that continues to hold its shares at the end of the 30-day period will be deemed to have agreed to the amendment.

## **Termination**

We may direct the depository to terminate the deposit agreement by mailing a notice of termination to holders of depository shares at least 30 days prior to termination. In addition, a deposit agreement will automatically terminate if:

the depositary has redeemed all related outstanding depositary shares, or

we have liquidated, terminated or wound up our business and the depositary has distributed the preferred stock of the relevant series to the holders of the related depositary shares.

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The depositary may likewise terminate the deposit agreement if at any time 60 days shall have expired after the depositary shall have delivered to us a written notice of its election to resign and a successor depositary shall not have been appointed and accepted its appointment. If any depositary receipts remain outstanding after the date of termination, the depositary thereafter will discontinue the transfer of depositary receipts, will suspend the distribution of dividends to the holders thereof, and will not give any further notices (other than notice of such termination) or perform any further acts under the deposit agreement except as provided below and except that the depositary will continue (1) to collect dividends on the preferred stock and any other distributions with respect thereto and (2) to deliver the preferred stock together with such dividends and distributions and the net proceeds of any sales of rights, preferences, privileges or other property, without liability for interest thereon, in exchange for depositary receipts surrendered. At any time after the expiration of two years from the date of termination, the depositary may sell the preferred stock then held by it at public or private sales, at such place or places and upon such terms as it deems proper and may thereafter hold the net proceeds of any such sale, together with any money and other property then held by it, without liability for interest thereon, for the pro rata benefit of the holders of depositary receipts which have not been surrendered.

## **Payment of Fees and Expenses**

We will pay all fees, charges and expenses of the depositary, including the initial deposit of the preferred stock and any redemption of the preferred stock. Holders of depositary shares will pay transfer and other taxes and governmental charges and any other charges as are stated in the deposit agreement for their accounts.

## **Resignation and Removal of Depositary**

At any time, the depositary may resign by delivering notice to us, and we may remove the depositary. Resignations or removals will take effect upon the appointment of a successor depositary and its acceptance of the appointment. The successor depositary must be appointed within 60 days after delivery of the notice of resignation or removal and must be a bank or trust company having its principal office in the United States and having a combined capital and surplus of at least \$50 million.

## **Reports**

The depositary will forward to the holders of depositary shares all reports and communications from us that are delivered to the depositary and that we are required by law, the rules of an applicable securities exchange or our amended and restated certificate of incorporation to furnish to the holders of the preferred stock. Neither we nor the depositary will be liable if the depositary is prevented or delayed by law or any circumstances beyond its control in performing its obligations under the deposit agreement. The deposit agreement limits our obligations and the depositary's obligations to performance in good faith of the duties stated in the deposit agreement. Neither we nor the depositary will be obligated to prosecute or defend any legal proceeding connected with any depositary shares or preferred stock unless the holders of depositary shares requesting us to do so furnish us with satisfactory indemnity. In performing our obligations, we and the depositary may rely upon the written advice of our counsel or accountants, on any information that competent people provide to us and on documents that we believe are genuine.

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**Table of Contents****DESCRIPTION OF DEBT SECURITIES**

We have summarized below general terms and conditions of the debt securities that we will offer and sell pursuant to this prospectus. When we offer to sell a particular series of debt securities, we will describe the specific terms and conditions of the series in a prospectus supplement to this prospectus. We will also indicate in the applicable prospectus supplement whether the general terms and conditions described in this prospectus apply to the series of debt securities. The terms and conditions of the debt securities of a series may be different in one or more respects from the terms and conditions described below. If so, those differences will be described in the applicable prospectus supplement.

We may issue, from time to time, senior debt securities ( Senior Debt Securities ) in one or more series under an indenture, dated as of October 30, 2014, between us and U.S. Bank National Association, as trustee (the Senior Indenture ), as amended by the first supplemental indenture, dated November 24, 2014, between us and U.S. Bank National Association, as trustee and as further amended by the second supplemental indenture, dated October 1, 2016, among us, Trimble Navigation Limited and U.S. Bank National Association, as trustee (the Senior Trustee ). Senior subordinated debt ( Senior Subordinated Debt Securities ), subordinated debt ( Subordinated Debt Securities ) or junior subordinated debt ( Junior Subordinated Debt Securities ) and, together with the Senior Subordinated Debt Securities and the Subordinated Debt Securities, the Subordinated Securities ) and convertible or exchangeable debt securities ( Convertible Securities ) will be issued under a separate indenture (the Omnibus Indenture ) to be entered into between us and a trustee to be designated prior to the issuance of any such securities (the Omnibus Trustee ), the form of which Omnibus Indenture is filed as an exhibit to the registration statement. The Senior Indenture and the Omnibus Indenture are sometimes collectively referred to herein as the indentures, the Senior Debt Securities, the Subordinated Securities and the Convertible Securities are sometimes collectively referred to herein as the debt securities, and the Senior Trustee and the Omnibus Trustee are sometimes collectively referred to herein as the trustees and individually as the trustee. We and the respective trustee may enter into supplements to the indentures from time to time.

The following description of provisions of the indentures does not purport to be complete and is subject to, and qualified in its entirety by reference to, the indentures, which have been filed with the SEC as an exhibit to the registration statement of which this prospectus forms a part. A form of each debt security, any future supplemental indenture or similar document also will be so filed. You should read the indentures and any supplemental indenture or similar document because they, and not this description, define your rights as holder of our debt securities. All capitalized terms have the meanings specified in the indentures.

For purposes of this section of this prospectus, references to we, us and our are to Trimble Inc. and not to any of its subsidiaries.

**General**

The indentures do not limit the amount of debt securities that we may issue. We may, without the consent of the holders of the debt securities of any series, issue additional debt securities ranking equally with, and otherwise similar in all respects to, the debt securities of the series (except for any differences in the issue price and, if applicable, the initial interest accrual date and interest payment date) so that those additional debt securities will be consolidated and form a single series with the debt securities of the series previously offered and sold; provided that if the additional debt securities are not fungible with the debt securities of the series previously offered or sold for U.S. federal income tax purposes, the additional debt securities will have a separate CUSIP or other identifying number.

The indentures provide that we may issue debt securities up to the principal amount that we may authorize and may be in any currency or currency unit designated by us. Except for the limitations on consolidation, merger and sale of all

or substantially all of our assets contained in the indentures, the terms of the indentures do not contain any covenants or other provisions designed to afford holders of any debt securities protection with respect to our operations, financial condition or transactions involving us.



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We may issue the debt securities issued under the indentures as discount securities, which means they may be sold at a discount below their stated principal amount. These debt securities, as well as other debt securities that are not issued at a discount, may, for U.S. federal income tax purposes, be treated as if they were issued with original issue discount, because of interest payment and other characteristics. Special U.S. federal income tax considerations applicable to debt securities issued with original issue discount will be described in more detail in any applicable prospectus supplement.

## **Provisions of the Indenture**

The applicable prospectus supplement for a series of debt securities that we issue will describe, among other things, the following terms of the offered debt securities:

the title and type of the debt securities;

any limit on the aggregate principal amount of debt securities of such series;

whether issued in the form of one or more global securities and whether all or a portion of the principal amount of the debt securities is represented thereby;

the price or prices at which the debt securities will be issued;

the date or dates on which principal is payable;

the place or places where and the manner in which principal, premium or interest will be payable and the place or places where the debt securities may be presented for transfer and, if applicable, conversion or exchange;

interest rates, and the dates from which interest, if any, will accrue, and the dates when interest is payable;

the right, if any, to extend the interest payment periods and the duration of the extensions;

our rights or obligations to redeem or purchase the debt securities, including sinking fund or partial redemption payments;

conversion or exchange provisions, if any, including conversion or exchange prices or rates and adjustments thereto;

the currency or currencies of payment of principal or interest;

the terms applicable to any debt securities issued at a discount from their stated principal amount;

the terms, if any, pursuant to which any debt securities will be subordinate to any of our other debt;

if the amount of payments of principal or interest is to be determined by reference to an index or formula, or based on a coin or currency other than that in which the debt securities are stated to be payable, the manner in which these amounts are determined and the calculation agent, if any, with respect thereto;

if other than the entire principal amount of the debt securities when issued, the portion of the principal amount payable upon acceleration of maturity as a result of an Event of Default;

any provisions for the remarketing of the debt securities;

if applicable, covenants affording holders of debt protection with respect to our operations, financial condition or transactions involving us; and

any other specific terms of any debt securities.

The applicable prospectus supplement will set forth certain U.S. federal income tax considerations for holders of any debt securities and the securities exchange or quotation system on which any debt securities are listed or quoted, if any.

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Debt securities issued by us will be structurally subordinated to all indebtedness and other liabilities of our subsidiaries, except to the extent any such subsidiary guarantees or is otherwise obligated to make payment on such debt securities.

### **Senior Debt Securities**

Payment of the principal of, and premium, if any, and interest on, Senior Debt Securities will rank on a parity with all of our other unsecured and unsubordinated debt.

### **Senior Subordinated Debt Securities**

Payment of the principal of, and premium, if any, and interest on, Senior Subordinated Debt Securities will be junior in right of payment to the prior payment in full of all of our unsubordinated debt. We will set forth in the applicable prospectus supplement relating to any Senior Subordinated Debt Securities the subordination terms of such securities as well as the aggregate amount of outstanding debt, as of the most recent practicable date, that by its terms would be senior to the Senior Subordinated Debt Securities. We will also set forth in such prospectus supplement limitations, if any, on issuance of additional debt ranking senior to the Senior Subordinated Debt Securities.

### **Subordinated Debt Securities**

Payment of the principal of, and premium, if any, and interest on, Subordinated Debt Securities will be subordinated and junior in right of payment to the prior payment in full of all of our unsubordinated and senior subordinated debt. We will set forth in the applicable prospectus supplement relating to any Subordinated Debt Securities the subordination terms of such securities as well as the aggregate amount of outstanding indebtedness, as of the most recent practicable date, that by its terms would be senior to the Subordinated Debt Securities. We will also set forth in such prospectus supplement limitations, if any, on issuance of additional debt ranking senior to the Subordinated Debt Securities.

### **Junior Subordinated Debt Securities**

Payment of the principal of, and premium, if any, and interest on, Junior Subordinated Debt Securities will be subordinated and junior in right of payment to the prior payment in full of all of our unsubordinated, senior subordinated and subordinated debt. We will set forth in the applicable prospectus supplement relating to any Junior Subordinated Debt Securities the subordination terms of such securities as well as the aggregate amount of outstanding debt, as of the most recent practicable date, that by its terms would be senior to the Junior Subordinated Debt Securities. We will also set forth in such prospectus supplement limitations, if any, on issuance of additional debt ranking senior to the Junior Subordinated Debt Securities.

### **Conversion or Exchange Rights**

Debt securities may be convertible into or exchangeable for other securities or property of us. The terms and conditions of conversion or exchange will be set forth in the applicable prospectus supplement. The terms will include, among others, the following:

the conversion or exchange price;

the conversion or exchange period;

provisions regarding the ability of us or the holder to convert or exchange the debt securities;

events requiring adjustment to the conversion or exchange price; and

provisions affecting conversion or exchange in the event of our redemption of the debt securities.

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### **Consolidation, Merger and Sale of Assets**

We may not consolidate with or merge with or into, or convey, transfer or lease all or substantially all of our properties and assets to, any person, which we refer to as a successor person, unless:

we are the surviving corporation or the successor person (if other than Trimble) is a corporation organized and validly existing under the laws of any U.S. domestic jurisdiction and expressly assumes our obligations on the debt securities and under the indentures;

immediately after giving effect to the transaction, no Event of Default (as defined below), and no event which, after notice or lapse of time, or both, would become an Event of Default, shall have occurred and be continuing under the indentures; and

certain other conditions are met.

### **Events of Default**

Unless otherwise indicated, the term Event of Default, when used in the indentures with respect to the debt securities of any series, means any of the following:

default in the payment of any interest upon any debt security of that series when it becomes due and payable, and continuance of that default for a period of 30 days (unless the entire amount of the payment is deposited by us with the trustee or with a paying agent prior to the expiration of the 30-day period);

default in the payment of principal of or premium on any debt security of that series when due and payable;

default in the performance or breach of any other covenant or warranty by us in the indentures (other than a covenant or warranty that has been included in the indentures solely for the benefit of a series of debt securities other than that series), which default continues uncured for a period of 60 days after we receive written notice from the trustee or we and the trustee receive written notice from the holders of not less than a majority in principal amount of the outstanding debt securities of that series as provided in the applicable indenture;

certain events of bankruptcy, insolvency or reorganization of us; or

any other Event of Default provided in the applicable resolution of our board of directors or the officers certificate or supplemental indenture under which we issue such series of debt securities.

An Event of Default for a particular series of debt securities does not necessarily constitute an Event of Default for any other series of debt securities issued under the indentures.

If an Event of Default with respect to debt securities of any series at the time outstanding occurs and is continuing, then the trustee or the holders of not less than a majority in principal amount of the outstanding debt securities of that series may, by a notice in writing to us (and to the trustee if given by the holders), declare to be due and payable immediately the principal (or, if the debt securities of that series are discount securities, that portion of the principal amount as may be specified in the terms of that series) of, and accrued and unpaid interest (if any) on, all debt securities of that series. In the case of an Event of Default resulting from certain events of bankruptcy, insolvency or reorganization, the principal (or such specified amount) of, and accrued and unpaid interest (if any) on, all outstanding debt securities will become and be immediately due and payable without any declaration or other act on the part of the trustee or any holder of outstanding debt securities. At any time after a declaration of acceleration with respect to debt securities of any series has been made, but before a judgment or decree for payment of the money due has been obtained by the trustee, the holders of a majority in principal amount of the outstanding debt securities of that series may rescind and annul the acceleration if all events of default, other than the non-payment of accelerated principal and interest (if any) with respect to debt securities of that series, have been cured or waived as provided in the applicable indenture. We refer you to the prospectus supplement relating to any series of debt securities that are discount securities for the particular provisions relating to acceleration of a portion of the principal amount of such discount securities upon the occurrence of an Event of Default.

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The indentures impose limitations on suits brought by holders of debt securities against us with respect to an Event of Default. Except as provided below, no holder of debt securities of any series may institute any action against us under the indentures unless:

an Event of Default has occurred and is continuing and such holder has previously given to the trustee written notice of such continuing Event of Default; and

the holders of at least a majority in principal amount of the outstanding debt securities of the affected series have requested that the trustee institute the action in respect of such Event of Default;

the requesting holders have offered the trustee security or indemnity reasonably satisfactory to it for expenses and liabilities that may be incurred by bringing the action;

the trustee has not instituted the action within 60 days of the request; and

the trustee has not received inconsistent direction by the holders of a majority in principal amount of the outstanding debt securities of the affected series.

Notwithstanding the foregoing, each holder of debt securities of any series has the right, which is absolute and unconditional, to receive payment of the principal of, and premium and interest, if any, on, such debt securities when due and to institute suit for the enforcement of any such payment, and such rights may not be impaired without the consent of that holder of debt securities.

The indentures require us, within 120 days after the end of our fiscal year, to furnish to the trustee a statement as to compliance with the indentures. The indentures provide that the trustee may withhold notice to the holders of debt securities of any series of any default or Event of Default (except in payment on any debt securities of that series) with respect to debt securities of that series if it in good faith determines that withholding notice is in the interest of the holders of those debt securities.

## **Transfer and Exchange**

Each debt security will be represented by either one or more global securities registered in the name of The Depository Trust Company, as Depository, or a nominee (we will refer to any debt security represented by a global debt security as a book-entry debt security ), or a certificate issued in definitive registered form (we will refer to any debt security represented by a certificated security as a certificated debt security ) as set forth in the applicable prospectus supplement. Except as set forth under the heading Global Debt Securities and Book-Entry System below, book-entry debt securities will not be issuable in certificated form.

*Certificated Debt Securities.* You may transfer or exchange certificated debt securities at any office we maintain for this purpose in accordance with the terms of the indentures. No service charge will be made for any transfer or exchange of certificated debt securities, but we may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with a transfer or exchange.

You may effect the transfer of certificated debt securities and the right to receive the principal of, and premium and interest on, certificated debt securities only by surrendering the certificate representing those certificated debt securities and either reissuance by us or the trustee of the certificate to the new holder or the issuance by us or the trustee of a new certificate to the new holder.

*Global Debt Securities and Book-Entry System.* Each global debt security representing book-entry debt securities will be deposited with, or on behalf of, the depository, and registered in the name of the depository or a nominee of the depository.

The depository has indicated that it intends to follow the following procedures with respect to book-entry debt securities.



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Ownership of beneficial interests in book-entry debt securities will be limited to persons that have accounts with the depository for the related global debt security, which we refer to as participants, or persons that may hold interests through participants. Upon the issuance of a global debt security, the depository will credit, on its book-entry registration and transfer system, the participants' accounts with the respective principal amounts of the book-entry debt securities represented by such global debt security beneficially owned by such participants. The accounts to be credited will be designated by any dealers, underwriters or agents participating in the distribution of the book-entry debt securities. Ownership of book-entry debt securities will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by the depository for the related global debt security (with respect to interests of participants) and on the records of participants (with respect to interests of persons holding through participants). The laws of some states may require that certain purchasers of securities take physical delivery of such securities in definitive form. These laws may impair the ability to own, transfer or pledge beneficial interests in book-entry debt securities.

So long as the depository for a global debt security, or its nominee, is the registered owner of that global debt security, the depository or its nominee, as the case may be, will be considered the sole owner or holder of the book-entry debt securities represented by such global debt security for all purposes under the indentures. Except as described below, beneficial owners of book-entry debt securities will not be entitled to have securities registered in their names, will not receive or be entitled to receive physical delivery of a certificate in definitive form representing securities and will not be considered the owners or holders of those securities under the indentures. Accordingly, each person beneficially owning book-entry debt securities must rely on the procedures of the depository for the related global debt security and, if such person is not a participant, on the procedures of the participant through which such person owns its interest, to exercise any rights of a holder under the indentures.

We understand, however, that under existing industry practice, the depository will authorize the persons on whose behalf it holds a global debt security to exercise certain rights of holders of debt securities, and the indentures provide that we, the trustee and our respective agents will treat as the holder of a debt security the persons specified in a written statement of the depository with respect to that global debt security for purposes of obtaining any consents or directions required to be given by holders of the debt securities pursuant to the indentures.

We will make payments of principal of, and premium and interest on, book-entry debt securities to the depository or its nominee, as the case may be, as the registered holder of the related global debt security. Our company, the trustee and any other agent of ours or agent of the trustee will not have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests in a global debt security or for maintaining, supervising or reviewing any records relating to beneficial ownership interests.

We expect that the depository, upon receipt of any payment of principal of, or premium or interest on, a global debt security, will immediately credit participants' accounts with payments in amounts proportionate to the respective amounts of book-entry debt securities held by each participant as shown on the records of such depository. We also expect that payments by participants to owners of beneficial interests in book-entry debt securities held through those participants will be governed by standing customer instructions and customary practices, as is now the case with the securities held for the accounts of customers registered in street name, and will be the responsibility of those participants.

We will issue certificated debt securities in exchange for each global debt security if the depository is at any time unwilling or unable to continue as depository or ceases to be a clearing agency registered under the Exchange Act, and a successor depository registered as a clearing agency under the Exchange Act is not appointed by us within 90 days. In addition, we may at any time and in our sole discretion determine not to have the book-entry debt securities of any series represented by one or more global debt securities and, in that event, will issue certificated debt securities in

exchange for the global debt securities of that series. Any certificated

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debt securities issued in exchange for a global debt security will be registered in such name or names as the depository shall instruct the trustee. We expect that such instructions will be based upon directions received by the depository from participants with respect to ownership of book-entry debt securities relating to such global debt security.

We have obtained the foregoing information concerning the depository and the depository's book-entry system from sources we believe to be reliable, but we take no responsibility for the accuracy of this information.

## **Modification and Waiver**

We may modify and amend the indentures with the consent of the holders of at least a majority in principal amount of the outstanding debt securities of each series affected by the modifications or amendments. We may not make any modification or amendment without the consent of the holders of each affected debt security then outstanding if that amendment will:

reduce the principal amount of debt securities whose holders must consent to an amendment or waiver;

reduce the rate of or extend the time for payment of interest (including default interest) on any debt security;

reduce the principal of or premium on or change the fixed maturity of any debt security or reduce the amount of, or postpone the date fixed for, the payment of any sinking fund or analogous obligation with respect to any series of debt securities;

reduce the principal amount of discount securities payable upon acceleration of maturity;

waive a default in the payment of the principal of, or premium and interest on, any debt security (except a rescission of acceleration of the debt securities of any series by the holders of at least a majority in aggregate principal amount of the then outstanding debt securities of that series and a waiver of the payment default that resulted from such acceleration);

make the principal of, or premium and interest on, any debt security payable in currency other than that stated in the debt security;

make any change to certain provisions of the indentures relating to, among other things, the right of holders of debt securities to receive payment of the principal of, and premium and interest, on those debt securities and to institute suit for the enforcement of any such payment and to waivers or amendments; or

waive a redemption payment with respect to any debt security, provided that such redemption is made at our option.

Except for certain specified provisions, the holders of at least a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all debt securities of that series waive our compliance with provisions of the indentures. The holders of a majority in principal amount of the outstanding debt securities of any series may on behalf of the holders of all the debt securities of such series waive any past default under the indentures with respect to that series and its consequences, except a default in the payment of the principal of, or premium and any interest on, any debt security of that series; provided, however, that the holders of a majority in principal amount of the outstanding debt securities of any series may rescind an acceleration and its consequences, including any related payment default that resulted from the acceleration.

Notwithstanding the foregoing, without the consent of any holder of notes, we and the trustee may modify and amend the indentures or the notes to:

cure any ambiguity, defect or inconsistency;

provide for the assumption of our obligations under the notes in the case of a merger, consolidation or sale, lease, conveyance or other disposition of all or substantially all of our assets;

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provide for uncertificated notes in addition to or in place of certificated notes;

make any change that does not adversely affect the rights of any holder of notes;

provide for the issuance of and establish the form and terms and conditions of any notes as permitted by the indentures;

evidence and provide for the acceptance of appointment of a successor trustee with respect to the notes and add to or change any provisions of the indentures as necessary to provide for or facilitate the administration of the trusts under the indentures by more than one trustee; or

comply with the requirements of the SEC in order to effect or maintain the qualification of the indentures under the Trust Indenture Act of 1939.

**Discharge, Defeasance and Covenant Defeasance**

*Legal Defeasance.* The indentures provide that, unless otherwise provided by the terms of the applicable series of debt securities, we may be discharged from any and all obligations in respect of the debt securities of any series (except for certain obligations to register the transfer or exchange of debt securities of such series, to replace stolen, lost or mutilated debt securities of such series, and to maintain paying agencies and certain provisions relating to the treatment of funds held by paying agents). We will be so discharged upon the deposit with the trustee, in trust, of money and/or U.S. government obligations, that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants or a nationally recognized financial advisory firm to pay and discharge each installment of principal, premium and interest on and any mandatory sinking fund payments in respect of the debt securities of that series on the stated maturity of those payments in accordance with the terms of the applicable indenture and those debt securities.

This discharge may occur only if, among other things, we have delivered to the trustee an opinion of counsel stating that we have received from, or there has been published by, the United States Internal Revenue Service a ruling or, since the date of execution of the applicable indenture, there has been a change in the applicable United States federal income tax law, in either case to the effect that, and based thereon such opinion shall confirm that, the holders of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit, defeasance and discharge and will be subject to United States federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit, defeasance and discharge had not occurred.

*Defeasance of Certain Covenants.* The indentures provide that, unless otherwise provided by the terms of the applicable series of debt securities, upon compliance with certain conditions:

we may omit to comply with the covenant described under the heading Consolidation, Merger and Sale of Assets and certain other covenants set forth in the indentures, as well as any additional covenants which may be set forth in the applicable prospectus supplement; and

any omission to comply with those covenants will not constitute a default or an Event of Default with respect to the debt securities of that series, or covenant defeasance.

The conditions include:

depositing with the trustee money and/or U.S. government obligations, that, through the payment of interest and principal in accordance with their terms, will provide money in an amount sufficient in the opinion of a nationally recognized firm of independent public accountants or a nationally recognized financial advisory firm to pay and discharge each installment of principal of, premium and interest on and any mandatory sinking fund payments in respect of the debt securities of that series on the stated maturity of those payments in accordance with the terms of the indentures and those debt securities; and

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delivering to the trustee an opinion of counsel to the effect that the holders of the debt securities of that series will not recognize income, gain or loss for United States federal income tax purposes as a result of the deposit and related covenant defeasance and will be subject to United States federal income tax on the same amounts and in the same manner and at the same times as would have been the case if the deposit and related covenant defeasance had not occurred.

*Covenant Defeasance and Events of Default.* In the event we exercise our option to effect covenant defeasance with respect to any series of debt securities and the debt securities of that series are declared due and payable because of the occurrence of any Event of Default, the amount of money and/or U.S. government obligations on deposit with the trustee will be sufficient to pay amounts due on the debt securities of that series at the time of their stated maturity but may not be sufficient to pay amounts due on the debt securities of that series at the time of the acceleration resulting from the Event of Default. However, we shall remain liable for those payments:

**No Individual Liability of Incorporators, Stockholders, Officers or Directors**

The indentures provide that no incorporator and no past, present or future stockholder, officer or director of us or any successor corporation in their capacity as such shall have any individual liability for any of our obligations, covenants or agreements under the debt securities or the indentures.

**Governing Law**

The indentures and the debt securities will be governed by, and construed in accordance with, the laws of the State of New York.

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**DESCRIPTION OF WARRANTS**

**General**

We may issue debt warrants for the purchase of debt securities or stock warrants for the purchase of preferred stock or common stock.

The warrants will be issued under warrant agreements to be entered into between us and a bank or trust company, as warrant agent, all to be set forth in the applicable prospectus supplement relating to any or all warrants in respect of which this prospectus is being delivered. We will file a copy of the warrant and warrant agreement with the SEC each time we issue a series of warrants, and these warrants and warrant agreements will be incorporated by reference into the registration statement of which this prospectus forms a part.

The following description sets forth certain general terms and provisions of the warrants to which any prospectus supplement may relate. The particular terms of the warrants to which any prospectus supplement may relate and the extent, if any, to which such general provisions may apply to the warrants so offered will be described in the applicable prospectus supplement. The following summary of certain provisions of the warrants, warrant agreements and warrant certificates does not purport to be complete and is subject to, and is qualified in its entirety by express reference to, all the provisions of the warrant agreements and warrant certificates, including the definitions therein of certain terms.

**Debt Warrants**

*General.* Reference is made to the applicable prospectus supplement for the terms of debt warrants in respect of which this prospectus is being delivered, the debt securities warrant agreement relating to such debt warrants and the debt warrant certificates representing such debt warrants, including the following:

the designation, aggregate principal amount and terms of the debt securities purchasable upon exercise of such debt warrants and the procedures and conditions relating to the exercise of such debt warrants;

the designation and terms of any related debt securities with which such debt warrants are issued and the number of such debt warrants issued with each such debt security;

the date, if any, on and after which such debt warrants and any related offered securities will be separately transferable;

the principal amount of debt securities purchasable upon exercise of each debt warrant and the price at which such principal amount of debt securities may be purchased upon such exercise;

the date on which the right to exercise such debt warrants shall commence and the date on which such right shall expire;



a discussion of the material U.S. federal income tax considerations applicable to the ownership or exercise of debt warrants;

whether the debt warrants represented by the debt warrant certificates will be issued in registered or bearer form, and, if registered, where they may be transferred and registered;

call provisions of such debt warrants, if any; and

any other terms of the debt warrants.

The debt warrant certificates will be exchangeable for new debt warrant certificates of different denominations and debt warrants may be exercised at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement. Prior to the exercise of their debt warrants, holders of debt warrants will not have any of the rights of holders of the debt securities purchasable upon such exercise and will not be entitled to any payments of principal and premium, if any, and interest, if any, on the debt securities purchasable upon such exercise.

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*Exercise of Debt Warrants.* Each debt warrant will entitle the holder to purchase for cash such principal amount of debt securities at such exercise price as shall in each case be set forth in, or be determinable as set forth in, the applicable prospectus supplement relating to the debt warrants offered thereby. Unless otherwise specified in the applicable prospectus supplement, debt warrants may be exercised at any time up to 5:00 p.m., New York City time, on the expiration date set forth in the applicable prospectus supplement. After 5:00 p.m., New York City time, on the expiration date, unexercised debt warrants will become void.

Debt warrants may be exercised as set forth in the applicable prospectus supplement relating to the debt warrants. Upon receipt of payment and the debt warrant certificate properly completed and duly executed at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement, we will, as soon as practicable, forward the debt securities purchasable upon such exercise. If less than all of the debt warrants represented by such debt warrant certificate are exercised, a new debt warrant certificate will be issued for the remaining amount of debt warrants.

## **Stock Warrants**

*General.* Reference is made to the applicable prospectus supplement for the terms of stock warrants in respect of which this prospectus is being delivered, the stock warrant agreement relating to such stock warrants and the stock warrant certificates representing such stock warrants, including the following:

the type and number of shares of preferred stock or common stock purchasable upon exercise of such stock warrants and the procedures and conditions relating to the exercise of such stock warrants;

the date, if any, on and after which such stock warrants and related offered securities will be separately tradeable;

the offering price of such stock warrants, if any;

the initial price at which such shares may be purchased upon exercise of stock warrants and any provision with respect to the adjustment thereof;

the date on which the right to exercise such stock warrants shall commence and the date on which such right shall expire;

a discussion of the material U.S. federal income tax considerations applicable to the ownership or exercise of stock warrants;

call provisions of such stock warrants, if any;

any other terms of the stock warrants;

anti-dilution provisions of the stock warrants, if any; and

information relating to any preferred stock purchasable upon exercise of such stock warrants.

The stock warrant certificates will be exchangeable for new stock warrant certificates of different denominations and stock warrants may be exercised at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement. Prior to the exercise of their stock warrants, holders of stock warrants will not have any of the rights of holders of shares of capital stock purchasable upon such exercise, and will not be entitled to any dividend payments on such capital stock purchasable upon such exercise.

*Exercise of Stock Warrants.* Each stock warrant will entitle the holder to purchase for cash such number of shares of preferred stock or common stock, as the case may be, at such exercise price as shall in each case be set forth in, or be determinable as set forth in, the applicable prospectus supplement relating to the stock warrants offered thereby. Unless otherwise specified in the applicable prospectus supplement, stock warrants may be exercised at any time up to 5:00 p.m., New York City time, on the expiration date set forth in the applicable prospectus supplement. After 5:00 p.m., New York City time, on the expiration date, unexercised stock warrants will become void.

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Stock warrants may be exercised as set forth in the applicable prospectus supplement relating thereto. Upon receipt of payment and the stock warrant certificates properly completed and duly executed at the corporate trust office of the warrant agent or any other office indicated in the applicable prospectus supplement, we will, as soon as practicable, forward a certificate representing the number of shares of capital stock purchasable upon such exercise. If less than all of the stock warrants represented by such stock warrant certificate are exercised, a new stock warrant certificate will be issued for the remaining amount of stock warrants.

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**DESCRIPTION OF STOCK PURCHASE CONTRACTS AND STOCK PURCHASE UNITS**

We may issue stock purchase contracts, representing contracts obligating holders to purchase from us, and requiring us to sell to the holders, a specified number of shares of common stock at a future date or dates. The price per share of common stock may be fixed at the time the stock purchase contracts are issued or may be determined by reference to a specific formula set forth in the stock purchase contracts. The stock purchase contracts may be issued separately or as a part of units, or stock purchase units, consisting of a stock purchase contract and either (x) senior debt securities, senior subordinated debt securities, subordinated debt securities or junior subordinated debt securities, or (y) debt obligations of third parties, including U.S. Treasury securities, in each case, securing the holder's obligations to purchase the common stock under the stock purchase contracts. The stock purchase contracts may require us to make periodic payments to the holders of the stock purchase contracts or vice versa, and such payments may be unsecured or prefunded on some basis. The stock purchase contracts may require holders to secure their obligations thereunder in a specified manner and in certain circumstances we may deliver newly issued prepaid stock purchase contracts, or prepaid securities, upon release to a holder of any collateral securing such holder's obligations under the original stock purchase contract.

The applicable prospectus supplement will describe the terms of any stock purchase contracts or stock purchase units and, if applicable, prepaid securities. The description in the prospectus supplement will not purport to be complete and will be qualified in its entirety by reference to the stock purchase contracts, the collateral arrangements and depositary arrangements, if applicable, relating to such stock purchase contracts or stock purchase units and, if applicable, the prepaid securities and the document pursuant to which such prepaid securities will be issued, which will be filed with the SEC each time we issue stock purchase contracts or stock purchase units.

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**PLAN OF DISTRIBUTION**

We may sell common stock, preferred stock, depositary shares, debt securities, warrants, stock purchase contracts or stock purchase units in one or more of the following ways from time to time:

to or through underwriters or dealers;

directly to one or more purchasers;

through agents or dealers; or

through a combination of any of these methods of sale.

The prospectus supplements relating to an offering of offered securities will set forth the terms of such offering, including:

the name or names of any underwriters, dealers or agents;

the purchase price of the offered securities and the proceeds to us from the sale;

any underwriting discounts and commissions or agency fees and other items constituting underwriters' or agents' compensation; and

any initial public offering price, any discounts or concessions allowed or reallocated or paid to dealers and any securities exchanges on which such offered securities may be listed.

Any initial public offering prices, discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time.

If underwriters are used in the sale, the underwriters will acquire the offered securities for their own account and may resell them from time to time in one or more transactions, including negotiated transactions, at a fixed public offering price or at varying prices determined at the time of sale. The offered securities may be offered either to the public through underwriting syndicates represented by one or more managing underwriters or by one or more underwriters without a syndicate. Unless otherwise set forth in a prospectus supplement, the obligations of the underwriters to purchase any series of securities will be subject to certain conditions precedent, and the underwriters will be obligated to purchase all of such series of securities if any are purchased.

In connection with underwritten offerings of the offered securities and in accordance with applicable law and industry practice, underwriters may over-allot or effect transactions that stabilize, maintain or otherwise affect the market price of the offered securities at levels above those that might otherwise prevail in the open market, including by entering

stabilizing bids, effecting syndicate covering transactions or imposing penalty bids, each of which is described below.

A stabilizing bid means the placing of any bid, or the effecting of any purchase, for the purpose of pegging, fixing or maintaining the price of a security.

A syndicate covering transaction means the placing of any bid on behalf of the underwriting syndicate or the effecting of any purchase to reduce a short position created in connection with the offering.

A penalty bid means an arrangement that permits the managing underwriter to reclaim a selling concession from a syndicate member in connection with the offering when offered securities originally sold by the syndicate member are purchased in syndicate covering transactions.

These transactions may be effected on the NASDAQ, in the over-the-counter market, or otherwise. Underwriters are not required to engage in any of these activities, or to continue such activities if commenced.

If a dealer is used in the sale, we will sell such offered securities to the dealer, as principal. The dealer may then resell the offered securities to the public at varying prices to be determined by that dealer at the time for resale. The names of the dealers and the terms of the transaction will be set forth in the prospectus supplement relating to that transaction.

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Offered securities may be sold directly by us to one or more institutional purchasers, or through agents designated by us from time to time, at a fixed price or prices, which may be changed, or at varying prices determined at the time of sale. Any agent involved in the offer or sale of the offered securities in respect of which this prospectus is delivered will be named, and any commissions payable by us to such agent will be set forth, in the prospectus supplement relating to that offering. Unless otherwise indicated in such prospectus supplement, any such agent will be acting on a best efforts basis for the period of its appointment.

Underwriters, dealers and agents may be entitled under agreements entered into with us to indemnification by us against certain civil liabilities, including liabilities under the Securities Act, or to contribution with respect to payments that the underwriters, dealers or agents may be required to make in respect thereof. Underwriters, dealers and agents may be customers of, engage in transactions with, or perform services for us and our affiliates in the ordinary course of business.

Other than our common stock, which is listed on the NASDAQ Global Select Market, each of the securities issued hereunder will be a new issue of securities, will have no prior trading market, and may or may not be listed on a national securities exchange. Any common stock sold pursuant to a prospectus supplement will be listed on the NASDAQ Global Select Market, subject to official notice of issuance. Any underwriters to whom we sell securities for public offering and sale may make a market in the securities, but such underwriters will not be obligated to do so and may discontinue any market making at any time without notice. We cannot assure you that there will be a market for the offered securities.



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**LEGAL MATTERS**

The validity of the securities being offered hereby is being passed upon for us by Skadden, Arps, Slate, Meagher & Flom LLP, Palo Alto, California. Any underwriters will also be advised about the validity of the securities and other legal matters by their own counsel, which will be named in the applicable prospectus supplement.

**EXPERTS**

Ernst & Young LLP, independent registered public accounting firm, has audited our consolidated financial statements and schedule included in our Annual Report on Form 10-K for the year ended December 29, 2017, and the effectiveness of our internal control over financial reporting as of December 29, 2017, as set forth in their reports, which are incorporated by reference in this prospectus and elsewhere in the registration statement. Our financial statements and schedule are incorporated by reference in reliance on Ernst & Young LLP's reports, given on their authority as experts in accounting and auditing.

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\$

**TRIMBLE INC.**

\$ % Notes due 2023

\$ % Notes due 2028

**Prospectus Supplement**

*Joint Book-Running Managers*

**J.P. Morgan**

**BofA Merrill Lynch**

**Goldman Sachs & Co. LLC**

**Scotiabank**

**Wells Fargo Securities**

, 2018