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

FORM 8-K

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

Date of Report (Date of earliest event reported): June 1, 2016

Weatherford International public limited company
(Exact name of registrant as specified in its charter)

Ireland	**001-36504**	**98-0606750**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(I.R.S. Employer Identification Number)**

Bahnhofstrasse 1, 6340 Baar, Switzerland	**CH 6340**
(Address of principal executive offices)	**(Zip Code)**

+41.22.816.1500
(Registrant's telephone number, including area code)

Not Applicable
(Former Name or Former Address, if changed since last report)

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

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

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

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

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

Item 1.01 Entry into a Material Definitive Agreement

Underwriting Agreement

On June 1, 2016, we entered into an underwriting agreement (the "Underwriting Agreement") with RBC Capital Markets, LLC and Citigroup Global Markets Inc., as representatives of the several underwriters named in Schedule II thereto (the "Underwriters"), which provides for the offer and sale (the "Offering") by Weatherford International Ltd., a Bermuda exempted company ("Weatherford Bermuda") and an indirect, wholly owned subsidiary of Weatherford International plc, an Irish public limited company ("Weatherford Ireland"), and the purchase by the Underwriters, of $1.1 billion aggregate principal amount of Weatherford Bermuda's 5.875% Exchangeable Senior Notes due 2021 (the "Notes"). On June 3, 2016, the Underwriters exercised their option to purchase an additional $165 million aggregate principal amount of the Notes, bringing the total Offering to $1.265 aggregate principal amount of the Notes. The Notes have been registered under the Securities Act of 1933, as amended (the "Securities Act"), pursuant to a Registration Statement (the "Registration Statement") on Form S-3 (File Nos. 333-194431, 333-194431-01 and 333-194431-02), which became effective immediately upon filing with the U.S. Securities and Exchange Commission (the "SEC") on June 17, 2014, as amended, and as supplemented by a prospectus supplement filed with the SEC on June 3, 2016 (together with the Registration Statement, the "Prospectus Supplement"). The closing of the Offering occurred on June 7, 2016.

We intend to use the net proceeds from the Offering to fund all or a portion of the $1.1 billion maximum aggregate purchase price, excluding accrued interest, for the cash tender offers announced on June 1, 2016 to purchase 6.35% senior notes due 2017 of Weatherford International, LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of Weatherford Ireland and indirect subsidiary of Weatherford Bermuda ("Weatherford Delaware"), and Weatherford Bermuda's 6.00% senior notes due 2018, 9.625% senior notes due 2019 and 5.125% senior notes due 2020 (collectively, the "Tender Offers"). In the event the Tender Offers, which are subject to market conditions and other factors, are not consummated or the aggregate purchase price for the notes tendered and accepted for payment is less than the proceeds of the Offering, we may use such proceeds to repay or retire other outstanding indebtedness, which may include amounts under Weatherford Bermuda's revolving credit facility. Weatherford Bermuda and Weatherford Delaware have retained Deutsche Bank Securities Inc., RBC Capital Markets, LLC, Citigroup Global Markets Inc. and Wells Fargo Securities, LLC to act as Dealer Managers in connection with the Tender Offers and have agreed to pay these Dealer Managers a customary fee for their services in connection with the Tender Offers, as well as reimburse them for their reasonable out-of-pocket expenses.

The Notes will pay interest semi-annually in arrears on July 1 and January 1 of each year, beginning on January 1, 2017. The Notes will mature on July 1, 2021, unless earlier repurchased, redeemed or exchanged. The Notes will be fully and unconditionally guaranteed, on a senior, unsecured basis, by Weatherford Ireland, and by Weatherford Delaware. We also refer to Weatherford Ireland and Weatherford Delaware together as the guarantors.

The Notes may be exchanged at the option of the holders in the circumstances and during the periods described in the Indenture (defined below), and Weatherford Bermuda will settle exchanges by paying or delivering, as applicable, cash, ordinary shares of Weatherford Ireland (the "ordinary shares") or a combination of cash and ordinary shares, at its election, based on an initial exchange rate of 129.1656 ordinary shares per $1,000 principal amount of Notes (which represents an initial exchange price of approximately $7.74 per ordinary share), subject to adjustment. If a "make-whole fundamental change" (as defined in the Indenture (defined below)) occurs, then we will in certain circumstances increase the exchange rate for a specified period of time.

The Notes may not be redeemed by Weatherford Bermuda at its option, except in limited circumstances in connection with a change in tax law. If a "fundamental change" (as defined in the Indenture) occurs, then holders may require us to repurchase their Notes at a cash repurchase price equal to the principal amount of the Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The Notes and the guarantees will be senior, unsecured obligations of Weatherford Bermuda and the guarantors, respectively, and will be (1) equal in right of payment with existing and future senior, unsecured indebtedness of Weatherford Bermuda and the guarantors, respectively; (2) senior in right of payment to existing and future

indebtedness of Weatherford Bermuda and the guarantors, respectively, that is expressly subordinated to the Notes and the guarantees, as applicable; and (3) effectively subordinated to existing and future secured indebtedness of Weatherford Bermuda and the guarantors, respectively, to the extent of the value of the collateral securing that indebtedness. Holders' right to payment under the Notes and the guarantees is also structurally subordinated to all existing and future indebtedness and other liabilities, including trade payables, and (to the extent Weatherford Bermuda, Weatherford Ireland or Weatherford Delaware, as applicable, is not a holder thereof) preferred equity, if any, of Weatherford Ireland's subsidiaries, other than Weatherford Bermuda and Weatherford Delaware.

The Underwriting Agreement contains customary representations, warranties, covenants and agreements by Weatherford Ireland, Weatherford Delaware and Weatherford Bermuda, indemnification obligations of Weatherford Ireland, Weatherford Delaware and Weatherford Bermuda and the Underwriters, including for liabilities under the Securities Act, other obligations of the parties and termination provisions. The representations, warranties and covenants contained in the Underwriting Agreement were made only for purposes of such agreement and as of specific dates, were solely for the benefit of the parties to such agreement, and may be subject to limitations agreed upon by the contracting parties.

A copy of the Underwriting Agreement is attached to this Current Report on Form 8-K as Exhibit 1.1 and is incorporated into this Item 1.01. The foregoing is only a brief description of the material terms of the Underwriting Agreement and does not purport to be a complete description of the rights and obligations of the parties thereunder and such description is qualified in its entirety by reference to this Exhibit.

Ninth Supplemental Indenture

The Notes were issued under an Indenture (as previously supplemented and amended, the "Base Indenture"), dated as of October 1, 2003, among Weatherford Bermuda, as issuer, Weatherford International, Inc., as guarantor, and Deutsche Bank Trustee Company Americas, as trustee (the "Trustee"), as supplemented by the Ninth Supplemental Indenture, dated as of June 7, 2016, by and among Weatherford Bermuda, as issuer, Weatherford Ireland, as guarantor, Weatherford Delaware, as guarantor, and the Trustee (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"). The terms of the Notes and the Indenture are described in the Prospectus Supplement under the caption "Description of Notes," which description is incorporated herein by reference.

A copy of the Supplemental Indenture is attached to this Current Report on Form 8-K as Exhibit 4.1 and is incorporated into this Item 1.01. The foregoing is only a brief description of the material terms of the Supplemental Indenture and does not purport to be a complete description of the rights and obligations of the parties thereunder and such description is qualified in its entirety by reference to this Exhibit.

Legal Opinions

The legal opinions of Conyers, Dill & Pearman Ltd., Latham & Watkins LLP, and Matheson relating to the Notes are filed herewith as Exhibits 5.1, 5.2, and 5.3, respectively.

Relationships

As more fully described under the caption "Underwriting" in the Prospectus Supplement, certain of the Underwriters have performed commercial banking, investment banking and advisory services for Weatherford Ireland from time to time for which they have received customary fees and reimbursement of expenses. The Underwriters or their affiliates may, from time to time, engage in transactions with and perform services for Weatherford Ireland in the ordinary course of their business for which they may receive customary fees and reimbursement of expenses.

An affiliate of Deutsche Bank Securities Inc. serves as trustee under the Indenture.

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

The information regarding the Notes and the Indenture set forth in Item 1.01 of this report is incorporated into this Item 2.03.

Item 9.01 Financial Statements and Exhibits

(d) Exhibits.

Exhibit No.	Description
1.1	Underwriting Agreement, dated June 1, 2016, by and among Weatherford International plc, Weatherford International Ltd., Weatherford International, LLC and RBC Capital Markets, LLC and Citigroup Global Markets Inc., on behalf of themselves and the several Underwriters named in Schedule II to the Underwriting Agreement.
4.1	Ninth Supplemental Indenture, dated June 7, 2016, by and among Weatherford International Ltd., as issuer, Weatherford International plc, as guarantor, Weatherford International, LLC, as guarantor, and Deutsche Bank Trustee Company Americas, as trustee.
4.2	Form of 5.875% Exchangeable Senior Notes due 2021 (set forth as Exhibit A to the Ninth Supplemental Indenture attached as Exhibit 4.1 hereto).
5.1	Opinion of Conyers, Dill & Pearman Ltd.
5.2	Opinion of Latham & Watkins LLP
5.3	Opinion of Matheson
23.1	Consent of Conyers, Dill & Pearman Ltd. (included in Exhibit 5.1 hereto)
23.2	Consent of Latham & Watkins LLP (included in Exhibit 5.2 hereto)
23.3	Consent of Matheson (included in Exhibit 5.3 hereto)

SIGNATURE

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

Dated: June 7, 2016

WEATHERFORD INTERNATIONAL PLC

/s/ Krishna Shivram

Krishna Shivram
Executive Vice President and Chief Financial Officer

EXHIBIT INDEX

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Exhibit 1.1

Weatherford International Ltd.

$1,100,000,000

5.875% Exchangeable Senior Notes due 2021

Underwriting Agreement

New York, New York
June 1, 2016

To the Representatives
named in Schedule I
hereto of the several
Underwriters named in
Schedule II hereto

Ladies and Gentlemen:

Weatherford International Ltd., a Bermuda exempted company (the "Company"), proposes to sell to the several underwriters named in Schedule II hereto (the "Underwriters"), for whom you (the "Representatives") are acting as representatives, the principal amount of its exchangeable senior notes identified in Schedule I hereto (the "Underwritten Notes"). The Company also proposes to grant to the Underwriters an option to purchase up to an additional principal amount of notes set forth in Schedule I hereto to cover over-allotments (the "Option Notes"; the Option Notes, together with the Underwritten Notes, hereinafter called the "Notes"). As used herein, the term "Underwritten Securities" collectively refers to the Underwritten Notes and Guarantees (defined below), the term "Option Securities" collectively refers to the Option Notes and Guarantees, and the term "Securities" collectively refers to the Underwritten Securities and Option Securities. The Securities are to be issued under an Indenture, dated October 1, 2003 (the "Base Indenture"), as amended and supplemented by a ninth supplemental indenture (the "Supplemental Indenture" and, together with the Base Indenture, the "Indenture"), to be dated as of the Closing Date (as defined below), between the Issuer, the Parent Guarantor (defined below) and Deutsche Bank Trust Company Americas, as trustee (the "Trustee"), and will be fully and unconditionally guaranteed on a senior basis (the "Guarantees") by the Parent Guarantor and Weatherford International LLC, a Delaware limited liability company and indirect, wholly owned subsidiary of the Parent Guarantor ("Subsidiary Guarantor" and, together with the Parent Guarantor, the "Guarantors") as set forth in the Indenture.

The Securities are exchangeable into ordinary shares, par value $0.001 USD per share (the "Ordinary Shares"), of Weatherford International public limited company, an Irish public limited company (the "Parent Guarantor"), at the applicable exchange rate set forth in the Final Prospectus (as defined herein).

To the extent there are no additional Underwriters listed on Schedule I other than you, the term Representatives as used herein shall mean you, as Underwriters, and the terms Representatives and Underwriters shall mean either the singular or plural as the context requires. Any reference herein to the Registration Statement, the Base Prospectus, any Preliminary

Prospectus or the Final Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 which were filed under the Exchange Act on or before the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be; and any reference herein to the terms "amend," "amendment" or "supplement" with respect to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Final Prospectus shall be deemed to refer to and include the filing of any document under the Exchange Act after the Effective Date of the Registration Statement or the issue date of the Base Prospectus, any Preliminary Prospectus or the Final Prospectus, as the case may be, deemed to be incorporated therein by reference. Certain terms used herein are defined in Section 20 hereof.

1. Representations and Warranties. The Company and the Guarantors jointly and severally represent and warrant to, and agree with, each Underwriter as set forth below in this Section 1.

(a) The Company and the Guarantors meet the requirements for use of Form S-3 under the Act and have prepared and filed with the Commission an automatic shelf registration statement, as defined in Rule 405 (the file number of which is set forth in Schedule I hereto) on Form S-3, including a related Base Prospectus, for registration under the Act of the offering and sale of the Securities. Such Registration Statement, including any amendments thereto filed prior to the Execution Time, became effective upon filing. The Company and the Guarantors may have filed with the Commission, as part of an amendment to the Registration Statement or pursuant to Rule 424(b), one or more Preliminary Prospectuses relating to the Securities, each of which has previously been furnished to you. The Company and the Guarantors will file with the Commission a Final Prospectus relating to the Securities in accordance with Rule 424(b). As filed, such Final Prospectus shall contain all information required by the Act and the rules thereunder, and, except to the extent the Representatives shall agree in writing to a modification, shall be in all substantive respects in the form furnished to you prior to the Execution Time or, to the extent not completed at the Execution Time, shall contain only such specific additional information and other changes (beyond that contained in the Base Prospectus and any Preliminary Prospectus) as the Company has advised you, prior to the Execution Time, will be included or made therein. The Registration Statement, at the Execution Time, meets the requirements set forth in Rule 415(a)(1)(x). The initial Effective Date of the Registration Statement was not earlier than the date three years before the Execution Time.

(b) On each Effective Date, the Registration Statement did, and when the Final Prospectus is first filed in accordance with Rule 424(b) and on the Closing Date and on any date on which Option Securities are purchased, if such date is not the Closing Date (a "settlement date"), the Final Prospectus (and any supplement thereto) will, comply in all material respects with the applicable requirements of the Act, the Exchange Act and the Trust Indenture Act and the respective rules thereunder; on each Effective Date, at the Execution Time and on the Closing Date, the Registration Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading; on the Effective Date and on the Closing Date the Indenture did or will

comply in all material respects with the applicable requirements of the Trust Indenture Act and the rules thereunder; and on the date of any filing pursuant to Rule 424(b) and on the Closing Date and any settlement date, the Final Prospectus (together with any supplement thereto) will not include any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that the Company and the Guarantors make no representations or warranties as to (i) that part of the Registration Statement which shall constitute the Statement of Eligibility and Qualification (Form T-1) under the Trust Indenture Act of the Trustee or (ii) the information contained in or omitted from the Registration Statement or the Final Prospectus (or any supplement thereto) in reliance upon and in conformity with information furnished in writing to the Company or the Guarantors by or on behalf of any Underwriter through the Representatives specifically for inclusion in the Registration Statement or the Final Prospectus (or any supplement thereto), it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(c) (i) The Disclosure Package and (ii) each electronic road show, when taken together as a whole with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Company or the Guarantors by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(d) (i) At the time of filing the Registration Statement, (ii) at the time of the most recent amendment thereto for the purposes of complying with Section 10(a)(3) of the Act (whether such amendment was by post-effective amendment, incorporated report filed pursuant to Sections 13 or 15(d) of the Exchange Act or form of prospectus), (iii) at the time the Company, or any person acting on its behalf (within the meaning, for this clause only, of Rule 163(c)), made any offer relating to the Securities in reliance on the exemption in Rule 163, and (iv) at the Execution Time (with such date being used as the determination date for purposes of this clause (iv)), the Parent Guarantor was or is (as the case may be) a “well-known seasoned issuer” as defined in Rule 405. The Company agrees to pay the fees required by the Commission relating to the Securities within the time required by Rule 456(b)(1) without regard to the proviso therein and otherwise in accordance with Rules 456(b) and 457(r).

(e) (i) At the earliest time after the filing of the Registration Statement that the Company or another offering participant made a *bona fide* offer (within the meaning of Rule 164(h)(2)) of the Securities and (ii) as of the Execution Time (with such date being used as the determination date for purposes of this clause (ii)), neither the Company nor either Guarantor was or is an Ineligible Issuer (as defined in Rule 405), without taking account of any determination by the Commission pursuant to Rule 405 that it is not necessary that the Company or either of the Guarantors be considered an Ineligible Issuer.

(f) Each Issuer Free Writing Prospectus and the final term sheet prepared and filed pursuant to Section 5(b) hereto does not include any information that conflicts with the information contained in the Registration Statement, including any document incorporated by reference therein and any prospectus supplement deemed to be a part thereof that has not been superseded or modified. The foregoing sentence does not apply to statements in or omissions from any Issuer Free Writing Prospectus based upon and in conformity with written information furnished to the Company or either Guarantor by any Underwriter through the Representatives specifically for use therein, it being understood and agreed that the only such information furnished by or on behalf of any Underwriter consists of the information described as such in Section 8 hereof.

(g) The interactive data in the eXtensible Business Reporting Language ("XBRL") included as an exhibit to the Registration Statement and the documents incorporated by reference therein fairly presents the information called for in all material respects and has been prepared in accordance with the Commission's rules and guidelines applicable thereto.

(h) The Company and the Guarantors have not distributed and will not distribute, prior to the later of the Closing Date and the completion of the Underwriters' distribution of the Securities, any offering material in connection with the offering and sale of the Securities other than the Preliminary Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus included in Schedule III hereto, the final term sheet prepared and filed pursuant to Section 5(b) hereof, any Permitted Free Writing Prospectus or the Registration Statement.

(i) The documents incorporated or deemed to be incorporated by reference in the Registration Statement, the Final Prospectus and the Disclosure Package (collectively, the "Incorporated Documents") at the time they were or hereafter are filed with the Commission, complied and will comply in all material respects with the requirements of the Exchange Act, and, when read together with the other information in such Registration Statement, Final Prospectus or Disclosure Package, as the case may be, at the time the Registration Statement became effective, at the time the Final Prospectus was issued, at the Execution Time and at the Closing Date, did not and will not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading.

(j) The accountants who certified the financial statements and supporting schedules included in the Registration Statement, the Disclosure Package and the Final Prospectus are an independent registered public accounting firm as required by the Act.

(k) The consolidated financial statements included in the Registration Statement, the Final Prospectus and the Disclosure Package present fairly in all material respects the financial position of the Parent Guarantor and its consolidated subsidiaries at the dates indicated and the statement of operations, shareholders' equity and cash flows

of the Parent Guarantor and its consolidated subsidiaries for the periods specified all prepared in conformity with generally accepted accounting principles ("GAAP") (subject, in the case of interim statements, to normal year-end audit adjustments); the consolidated financial statements and the related financial statement schedules included in the Registration Statement comply as to form in all material respects with the applicable accounting requirements of the Act and the Exchange Act and the related rules and regulations adopted by the Commission; and neither the Company nor either Guarantor has any material contingent obligation that is not disclosed in such financial statements or in the Registration Statement, Final Prospectus or Disclosure Package. The supporting schedules, if any, included in the Registration Statement present fairly in accordance with GAAP the information required to be stated therein. The capitalization table and the ratio of earnings to fixed charges included in the Final Prospectus and the Disclosure Package present fairly the information shown therein and have been compiled on a basis consistent with that of the audited financial statements included in the Registration Statement.

(l) Since the respective dates as of which information is given in the Registration Statement, the Final Prospectus and the Disclosure Package, except as otherwise stated therein, (A) there has been no material adverse change in the consolidated financial position, shareholders' equity, prospects, results of operations or business of the Company, the Parent Guarantor and their respective subsidiaries considered as one enterprise, whether or not arising in the ordinary course of business (a "Material Adverse Effect"), (B) there have been no transactions entered into by the Company, either of the Guarantors or any of their respective subsidiaries, other than those in the ordinary course of business, which are material with respect to the Company, the Parent Guarantor and their respective subsidiaries considered as one enterprise, and (C) there has been no dividend or distribution of any kind declared, paid or made by each of the Company (other than to the Parent Guarantor or its wholly owned subsidiaries) or the Parent Guarantor on any class of its share capital.

(m) The Company has been duly organized and is validly existing as an exempted company in good standing under the laws of Bermuda and has corporate power and authority to own, lease and operate its properties and to conduct its business as described in the Final Prospectus and the Disclosure Package and to enter into and perform its obligations under this Agreement, the Indenture and the Notes; the Parent Guarantor has been duly organized and is validly existing as a public limited company in good standing (to the extent applicable) under the laws of Ireland and has company power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and the Disclosure Package and to enter into and perform its obligations under this Agreement, the Indenture and the Parent Guarantee, including the issuance of the Ordinary Shares upon the exchange of the Notes; the Subsidiary Guarantor has been duly organized and is validly existing as a limited liability company in good standing under the laws of the State of Delaware and has limited liability company power and authority to own, lease and operate its properties and to conduct its business as described in the Prospectus and the Disclosure Package and to enter into and perform its obligations under this Agreement, the Indenture and the Subsidiary Guarantee; the Company is duly qualified as a foreign corporation to transact business

and is in good standing (to the extent applicable) in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, except where the failure so to qualify or to be in good standing (to the extent applicable) would not result in a Material Adverse Effect; the Parent Guarantor is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, expect where the failure to so qualify or to be in good standing would not result in a Material Adverse Effect; the Subsidiary Guarantor is duly qualified as a foreign corporation to transact business and is in good standing in each other jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business, expect where the failure to so qualify or to be in good standing would not result in a Material Adverse Effect.

(n) All of the subsidiaries (as defined in Rule 405 of the Act) of the Company and the Parent Guarantor have been duly incorporated or formed and are validly existing as corporations, limited liability companies, limited partnerships or other forms of entities, as the case may be, in good standing under the laws of their respective jurisdictions of incorporation or formation (to the extent applicable), have the requisite power and authority to own their respective properties and conduct their respective businesses, are duly qualified to do business and are in good standing as foreign corporations, limited liability companies, limited partnerships or other forms of entities in each jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect.

(o) The Parent Guarantor's authorized equity capitalization is as set forth in the Disclosure Package and the Final Prospectus, and all of the issued shares of the Parent Guarantor conform to the description thereof contained in the Disclosure Package and the Final Prospectus; the issued Ordinary Shares have been duly and validly authorized and issued, are fully paid and non-assessable and conform to the description thereof contained in the Disclosure Package and the Final Prospectus; the Ordinary Shares initially issuable upon exchange of the Notes have been duly authorized and, when issued upon exchange of the Notes, will be validly issued, fully paid and nonassessable; the Board of Directors of the Parent Guarantor has duly and validly adopted resolutions reserving such Ordinary Shares for issuance upon exchange of the Notes; and the holders of outstanding shares of each of the Company and the Parent Guarantor are not entitled to preemptive or other rights to subscribe for the Securities or Ordinary Shares issuable upon exchange thereof; and, except as set forth in the Disclosure Package and the Final Prospectus, no options, warrants or other rights to purchase, agreements or other obligations to issue, or rights to convert any obligations into or exchange any securities for, shares of capital stock of or ownership interest in the Company or the Parent Guarantor are outstanding; the Company is an indirect, wholly owned subsidiary of the Parent Guarantor.

(p) All the outstanding shares of capital stock of each subsidiary of each of the Company and the Parent Guarantor have been duly and validly authorized and issued

and are fully paid and non-assessable and, except as otherwise set forth in the Disclosure Package and the Prospectus and other than the equity interests in joint ventures that are held by third parties, all outstanding shares of capital stock of each subsidiary of each of the Company and the Parent Guarantor are owned by the Company or the Parent Guarantor, as the case may be, free and clear of all liens, encumbrances, equities or claims except for liens, encumbrances, equities or claims permitted or arising under or in connection with that certain Term Loan Agreement, dated May 4, 2016, by and among the Company, as borrower, the Parent Guarantor, as guarantor, the lenders party thereto and J.P. Morgan Chase Bank, N.A., as administrative agent and lender; and the Ordinary Shares are duly listed, and admitted and authorized for trading, subject to official notice of issuance and evidence of satisfactory distribution on the New York Stock Exchange.

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

(r) The Indenture has been duly authorized by the Company and the Guarantors, duly qualified under the 1939 Act and duly executed and delivered by the Company and the Guarantors. The Indenture constitutes a valid and binding agreement of the Company and the Guarantors, enforceable against the Company and the Guarantors in accordance with its terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law).

(s) The Securities have been duly authorized and, at the applicable Closing Date, will have been duly executed by the Company and each of the Guarantors, as the case may be, for issuance and sale pursuant to this Agreement. The Securities, when authenticated, issued and delivered in the manner provided for in the Indenture and delivered against payment of the purchase price therefor as provided in this Agreement, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the Company and the Guarantors, enforceable against the Company and each Guarantor, as the case may be, in accordance with their terms, except as the enforcement thereof may be limited by bankruptcy, insolvency (including, without limitation, all laws relating to fraudulent transfers), reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and except as enforcement thereof is subject to general principles of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and will be in the form contemplated by, and entitled to the benefits of, the Indenture.

(t) The Securities and the Indenture will conform in all material respects to the respective statements relating thereto contained in the Final Prospectus and the Disclosure Package and will be in substantially the respective forms filed or incorporated by reference, as the case may be, as exhibits to the Registration Statement.

(u) Neither the Company, either of the Guarantors nor any of their respective subsidiaries is (i) in violation of its charter, constitution, memorandum and articles of association or bye-laws or similar governing document, as applicable, (ii) in default, and no event has occurred which, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, obligation, agreement, covenant or condition contained in any contract, indenture, mortgage, deed of trust, loan or credit agreement, lease or other agreement or instrument to which it is a party or by which it is bound or which any of its properties or assets may be subject (collectively, "Agreements and Instruments") or (iii) in violation of any law, ordinance, governmental rule, regulation or court decree to which it or its property or assets may be subject, except with respect to (ii) or (iii), for any such violations or defaults that would not be reasonably likely, singly or in the aggregate, to have a Material Adverse Effect; and the execution, delivery and performance of this Agreement, the Indenture and the Securities and the consummation of the transactions contemplated herein and in the Registration Statement (including the issuance and sale of the Securities and the use of the proceeds from the sale of the Securities as described in the Disclosure Package and the Final Prospectus under the caption "Use of Proceeds") and compliance by the Company and the Guarantors with their respective obligations hereunder and under the Indenture, and the fulfillment of the terms hereof or thereof, including the issuance of the Ordinary Shares upon the exchange of the Notes, have been duly authorized by all necessary corporate action and do not and will not, whether with or without the giving of notice or passage of time or both, (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default or Repayment Event (as defined below) under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company or either of the Guarantors or any of their respective subsidiaries pursuant to, the Agreements and Instruments, (ii) result in any violation of the provisions of the charter, articles or memorandum of association, organizational regulations or bye-laws (or similar governing document) of the Company or either Guarantor or any of their respective subsidiaries or (iii) result in any violation of any applicable law, statute, rule, regulation, judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company or the Guarantors or any of their respective subsidiaries or any of their assets, properties or operations; except for such conflict, breach, violation or default which would, for purposes of clauses (i) and (iii) above, either individually or in the aggregate, not have a Material Adverse Effect or materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company and each Guarantor of their respective obligations hereunder. As used herein, a "Repayment Event" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company or either Guarantor or any of their respective subsidiaries.

(v) With respect to the ordinary share options (the "Ordinary Share Options") granted pursuant to the ordinary share-based compensation plans of the Parent Guarantor and its subsidiaries (the "Parent Ordinary Share Plans"), (i) each grant of an Ordinary Share Option was duly authorized no later than the date on which the grant of such

Ordinary Share Option was by its terms to be effective by all necessary corporate action, including, as applicable, approval by the board of directors of the Parent Guarantor (or a duly constituted and authorized committee thereof) and any required shareholder approval by the necessary number of votes or written consents, and the award agreement governing such grant (if any) was duly executed and delivered by each party thereto, and (ii) each such grant was made in accordance with the terms of the Parent Ordinary Share Plans, the Act, the Exchange Act and all other applicable laws and regulatory rules or requirements. The Parent Guarantor has not knowingly granted, and there is no and has been no policy or practice of the Parent Guarantor of granting, Ordinary Share Options prior to, or otherwise coordinating the grant of Ordinary Share Options with, the release or other public announcement of material information regarding the Parent Guarantor or its subsidiaries or their results of operations or prospects.

(w) No labor dispute with the employees of the Company, either Guarantor or any of their respective subsidiaries exists or, to the knowledge of the Company or either Guarantor, is imminent, which would reasonably be expected to have a Material Adverse Effect; and there are no significant unfair labor practice complaints pending against the Company, either Guarantor or any of their respective subsidiaries or, to the knowledge of the Company or either Guarantor, threatened against any of them.

(x) Except as described in the Registration Statement, the Final Prospectus and the Disclosure Package, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or governmental agency or body, domestic or foreign, now pending, or, to the knowledge of the Company or either Guarantor, threatened, against or affecting the Company, either Guarantor or any of their respective subsidiaries, which is required to be disclosed in the Registration Statement or the Prospectus, or which would reasonably be expected to result in a Material Adverse Effect, or which would reasonably be expected to materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company and the Guarantors of their respective obligations hereunder, including the issuance of the Ordinary Shares upon the exchange of the Notes; the aggregate of all pending legal or governmental proceedings to which the Company, the Guarantors or any of their respective subsidiaries is a party or of which any of their respective property or assets is the subject which are not described in the Registration Statement, the Final Prospectus or the Disclosure Package, including ordinary routine litigation incidental to the business, would not reasonably be expected to result in a Material Adverse Effect.

(y) There are no contracts or documents which are required to be described in the Registration Statement, the Final Prospectus or the documents incorporated by reference therein or to be filed as exhibits thereto which have not been so described and filed as required.

(z) The Company, the Guarantors and their respective subsidiaries own or possess adequate rights to use all material patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights and licenses necessary for the conduct of their respective businesses and have no reason to believe that the conduct of their respective businesses will conflict with, and

have not received any notice of any claim of conflict with, any such rights of others, except where such conflict could not reasonably be expected to have a Material Adverse Effect.

(aa) None of the Company, the Guarantors or any of their affiliates has taken, nor will the Company, the Guarantors or any of their affiliates take, directly or indirectly, any action which is designed to or which has constituted or which would be expected to cause or result in stabilization or manipulation of the price of any security of the Company or either Guarantor to facilitate the sale or resale of the Securities.

(bb) No filing with, or authorization, approval, consent, license, order, registration, qualification or decree of, any court or governmental authority or agency is necessary or required for the performance by the Company and the Guarantors of their respective obligations hereunder, in connection with the offering, issuance or sale of the Securities hereunder or the consummation of the transactions contemplated by this Agreement, including the issuance of the Ordinary Shares upon the exchange of the Notes, or for the due execution, delivery or performance of the Indenture by the Company and each Guarantor, except (A) as may be required under the Act or state or securities laws and the Companies Act 1981 of Bermuda and except for the qualification of the Indenture under the 1939 Act, (B) the listing of the Ordinary Shares on the New York Stock Exchange or (C) as have already been made, obtained or rendered, as applicable, and except where the failure to so make, obtain or render, singly or in the aggregate, would not reasonably be expected to result in a Material Adverse Effect.

(cc) The Company, the Guarantors and their respective subsidiaries possess such permits, licenses, approvals, consents and other authorizations (collectively, “Governmental Licenses”) issued by the appropriate federal, state, local or foreign regulatory agencies or bodies necessary to conduct the business now operated by them, except where the failure so to possess would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; the Company, the Guarantors and their respective subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses, except where the failure so to comply would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; all of the Governmental Licenses are valid and in full force and effect, except when the invalidity of such Governmental Licenses or the failure of such Governmental Licenses to be in full force and effect would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; and neither the Company, the Guarantors nor any of their respective subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses which, singly or in the aggregate, if the subject of an unfavorable decision, ruling or finding, would result in a Material Adverse Effect.

(dd) The Company, the Guarantors and their respective subsidiaries have good and indefeasible title in fee simple to all real property owned by the Company, the Guarantors or their respective subsidiaries, as applicable, and good and valid title to all other properties owned by them, in each case, free and clear of all mortgages, pledges, liens, security interests, claims, restrictions or encumbrances of any kind except such as

(a) are described in the Disclosure Package and the Final Prospectus or (b) would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect; and all of the leases and subleases material to the business of the Company, the Guarantors and their respective subsidiaries, and under which the Company, the Guarantors or any of their respective subsidiaries holds properties described in the Disclosure Package and the Final Prospectus, are in full force and effect, and neither the Company, the Guarantors nor any of their respective subsidiaries has any notice of any claim of any sort that has been asserted by anyone adverse to the rights of the Company, the Guarantors or any of their respective subsidiaries under any of the leases or subleases mentioned above, or affecting or questioning the rights of the Company, the Guarantors or any such subsidiary to the continued possession of the leased or subleased premises under any such lease or sublease except such as (a) are described in the Disclosure Package and the Final Prospectus or (b) would not, singly or in the aggregate, reasonably be expected to result in a Material Adverse Effect.

(ee) Reserved.

(ff) Neither the Company nor either Guarantor is, and upon the issuance and sale of the Securities as herein contemplated and the application of the net proceeds therefrom as described in the Disclosure Package and the Final Prospectus, will be, an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the U.S. Investment Company Act of 1940, as amended (the "1940 Act").

(gg) Except as described in the Registration Statement, the Final Prospectus and the Disclosure Package and except as would not, singly or in the aggregate, result in a Material Adverse Effect, (A) neither the Company, the Guarantors nor any of their respective subsidiaries is in violation of any federal, state, local or foreign statute, law, rule, regulation, ordinance, code, policy or rule of common law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent, decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products, asbestos-containing materials or mold (collectively, "Hazardous Materials") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "Environmental Laws"), (B) the Company, the Guarantors and their respective subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, (C) there are no pending or, to the knowledge of the Company or the Guarantors, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of noncompliance or violation, investigation or proceedings relating to any Environmental Law against the Company, the Guarantors or any of their respective subsidiaries and (D) there are no events or circumstances that would reasonably be expected to form the basis of an order for clean-up or remediation, or an action, suit or proceeding by any private party or

governmental body or agency, against or affecting the Company, the Guarantors or any of their respective subsidiaries relating to Hazardous Materials or any Environmental Laws.

(hh) All material tax returns required to be filed by the Company or the Guarantors have been timely filed or are in the process of being filed, and all material taxes and other assessments of a similar nature (whether imposed directly or through withholding) including any interest, additions to tax or penalties applicable thereto due or claimed to be due from the Company or the Guarantors have been timely paid, other than such tax returns, taxes or other assessments (i) being contested in good faith or (ii) for which adequate reserves have been provided.

(ii) Neither the Company, the Guarantors nor any of their respective subsidiaries has sustained, since the date of the latest audited financial statements included in the Registration Statement, the Final Prospectus and the Disclosure Package, any material loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, otherwise than as set forth or contemplated in the Registration Statement, the Final Prospectus or the Disclosure Package; and, since such date, there has not been any material change in the share capital or long-term debt of the Company, the Guarantors or any of their respective subsidiaries, or any material adverse change or any development involving a prospective material adverse change in the condition, financial or otherwise, or in the earnings or business of the Company, the Guarantors or their respective subsidiaries, otherwise than as set forth or contemplated in the Registration Statement, the Prospectus or the Disclosure Package.

(jj) The Company, the Guarantors and each of their respective subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as they reasonably deem sufficient for the conduct of their respective businesses and the value of their respective properties, and neither the Company, the Guarantors nor any of their respective subsidiaries has received notice of cancellation or non-renewal of such insurance.

(kk) Each of the Company, the Guarantors and their respective subsidiaries (i) makes and keeps books and records, which accurately reflect transactions and dispositions of its assets, and (ii) maintains internal accounting controls which provide reasonable assurance that (A) transactions are executed in accordance with management’s general and specific authorization, (B) transactions are recorded as necessary to permit preparation of its financial statements and to maintain accountability for its assets, (C) access to its assets is permitted only in accordance with management’s general and specific authorization and (D) the recorded accountability for its assets is compared with existing assets at reasonable intervals.

(ll) No holders of securities of the Company or the Guarantors have rights to the registration of such securities under the Registration Statement.

(mm) Neither the Company, the Guarantors nor any of their respective subsidiaries nor, to the knowledge of the Company or the Guarantors, any director, officer, agent, employee, affiliate or other person acting on behalf of the Company, the Guarantors or any of their respective subsidiaries is aware of or has taken any action, directly or indirectly, that could result in a violation or a sanction for violation by such persons of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Company, the Guarantors and their respective subsidiaries and, to the knowledge of the Company and the Guarantors, their respective affiliates, have conducted their business in compliance with the FCPA and have instituted and maintain policies and procedures to ensure compliance therewith. No part of the proceeds of the offering will be used, directly or indirectly, in violation of the Foreign Corrupt Practices Act of 1977 or the U.K. Bribery Act 2010, each as may be amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder.

(nn) The operations of the Company, the Guarantors and their respective subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements and the money laundering statutes of all applicable jurisdictions and the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "Money Laundering Laws") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company, the Guarantors or any of their respective subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company or the Guarantors, threatened.

(oo) Neither the Company, the Guarantors nor any of their respective subsidiaries nor, to the knowledge of the Company or the Guarantors, any director, officer, agent, employee or affiliate of the Company, the Guarantors or any of their respective subsidiaries (i) is, or is controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that are currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, a member state of the European Union (including sanctions administered or enforced by Her Majesty's Treasury of the United Kingdom) or other relevant sanctions authority (collectively, "Sanctions" and such persons, "Sanctioned Persons" and each such person, a "Sanctioned Person"), (ii) is located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (collectively, "Sanctioned Countries" and each, a "Sanctioned Country") or (iii) will, directly or indirectly, use the proceeds of this offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise).

(pp) Neither the Company, the Guarantors nor any of their respective subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding three years, nor does the Company, the Guarantors or any of their respective subsidiaries have any plans to engage in dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country.

(qq) Neither the Company, the Guarantors nor any of their respective subsidiaries has taken, or will take, any action that might cause this Agreement or the issuance or sale of the Securities to violate Regulation T (12 C.F.R. Part 220), Regulation U (12 C.F.R. Part 221) or Regulation X (12 C.F.R. Part 224) of the Board of Governors of the Federal Reserve System.

(rr) (i) The Company and each Guarantor has established and maintains disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act); (ii) such disclosure controls and procedures are designed to ensure that information required to be disclosed by the Company or the Guarantors, as applicable, in the reports it files or submits under the Exchange Act is accumulated and communicated to its management, including its principal executive officer and its principal financial officer, as appropriate, to allow timely decisions regarding required disclosure; and (iii) such disclosure controls and procedures are effective in all material respects to perform the functions for which they were established. Since the date of the most recent evaluation of such disclosure controls and procedures, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses.

(ss) Since the date of the latest audited financial statements included or incorporated by reference in the Final Prospectus, there has not been (i) any significant deficiency in the design or operation of internal controls which could adversely affect the ability of the Parent Guarantor to record, process, summarize and report financial data nor any material weaknesses in internal controls; or (ii) any fraud, whether or not material, that involves management or other employees who have a significant role in the internal controls of the Parent Guarantor. Since the date of the latest audited financial statements included or incorporated by reference in the Final Prospectus, there have been no significant changes in internal controls or in other factors that could significantly affect internal controls, including any corrective actions with regard to significant deficiencies and material weaknesses. The Parent Guarantor has designed and maintains internal control over financial reporting (as such term is defined in Rules 13a-15(f) and Rules 15d-15(f) under the Exchange Act, referred to herein as “Reporting Controls”), and the Reporting Controls are (i) designed to, and sufficient to, provide reasonable assurance (A) that transactions are executed in accordance with management’s general or specific authorizations; (B) that transactions are recorded as necessary to permit preparation of financial statements in conformity with GAAP and to maintain asset accountability; (C) that access to assets is permitted only in accordance with management’s general or specific authorization; (D) that the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to

any differences; and (E) regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP and include, without limitation, those processes specifically referred to in Rule 13a-15(f) and Rule 15d-15(f) and (ii) to the knowledge of the Company or the Parent Guarantor, effective to perform the functions for which they are maintained.

(tt) Under the current laws and regulations of Ireland and any political subdivision thereof or therein having the power to tax, payments on the Notes shall be paid free and clear, and without any deduction or withholding for or on account of, any current or future taxes, levies, imposts, duties, charges or other deductions or withholdings levied in Ireland or any political subdivision thereof or therein having the power to tax and without the necessity of obtaining any governmental authorization in Ireland or any political subdivision thereof or therein having the power to tax.

Any certificate signed by any officer of the Company or the Parent Guarantor and delivered to the Representatives or counsel for the Underwriters in connection with the offering of the Securities shall be deemed a representation and warranty by the Company or the Parent Guarantor, as the case may be, as to matters covered thereby, to each Underwriter.

2. Purchase and Sale. (a) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company and the Guarantors agree to sell to each Underwriter, and each Underwriter agrees, severally and not jointly, to purchase from the Company and the Guarantors, at the purchase price set forth in Schedule I hereto the principal amount of the Securities set forth opposite such Underwriter's name in Schedule II hereto.

(b) Subject to the terms and conditions and in reliance upon the representations and warranties herein set forth, the Company and the Guarantors hereby grant an option to the several Underwriters to purchase, severally and not jointly, up to the principal amount of Option Securities set forth in Schedule I hereto at the same purchase price set forth in Schedule I hereto (plus accrued interest, if any) for the Underwritten Securities. Said option may be exercised only to cover over-allotments in the sale of the Underwritten Securities by the Underwriters. Said option may be exercised in whole or in part at any time on or before the 30th day after the date of the Prospectus upon written or electronic notice by the Representatives to the Company and the Guarantors setting forth the aggregate principal amount of the Option Securities as to which the several Underwriters are exercising the option and the settlement date. The aggregate principal amount of Option Securities to be purchased by each Underwriter shall be the same percentage of the total aggregate principal amount of the Option Securities to be purchased by the several Underwriters as such Underwriter is purchasing of the Underwritten Securities, subject to such adjustments as you in your absolute discretion shall make to ensure that the Option Securities are not issued in minimum denominations of less than $1,000 and integral multiples of $1,000 in excess thereof.

3. Delivery and Payment. Delivery of and payment for the Underwritten Securities and the Option Securities (if the option provided for in Section 2(b) hereof shall have been exercised on or before the third Business Day immediately preceding the Closing Date) shall be made on the date and at the time specified in Schedule I hereto or at such time on such

later date not more than three Business Days after the foregoing date as the Representatives shall designate, which date and time may be postponed by agreement between the Representatives and the Company or as provided in Section 9 hereof (such date and time of delivery and payment for the Securities being herein called the "Closing Date"). Delivery of the Securities shall be made to the Representatives for the respective accounts of the several Underwriters against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. Delivery of the Underwritten Securities and the Option Securities shall be made through the facilities of The Depository Trust Company unless the Representatives shall otherwise instruct.

If the option provided for in Section 2(b) hereof is exercised after the third Business Day immediately preceding the Closing Date, the Company will deliver the Option Securities (at the expense of the Company) to the Representatives, at Three World Financial Center, 200 Vesey Street, New York, New York 10281, attention of Equity Syndicate Desk, on the date specified by the Representatives (which shall be within three Business Days after exercise of said option) for the respective accounts of the several Underwriters, against payment by the several Underwriters through the Representatives of the purchase price thereof to or upon the order of the Company by wire transfer payable in same-day funds to an account specified by the Company. If settlement for the Option Securities occurs after the Closing Date, the Company will deliver to the Representatives on the settlement date for the Option Securities, and the obligation of the Underwriters to purchase the Option Securities shall be conditioned upon receipt of, supplemental opinions, certificates and letters confirming as of such date the opinions, certificates and letters delivered on the Closing Date pursuant to Section 6 hereof.

4. Offering by Underwriters. It is understood that the several Underwriters propose to offer the Securities for sale to the public as set forth in the Final Prospectus.

5. Agreements. The Company and the Guarantors jointly and severally agree with the several Underwriters that:

(a) Prior to the termination of the offering of the Securities, the Company and the Guarantors will not file any amendment of the Registration Statement or supplement (including the Final Prospectus or any Preliminary Prospectus) to the Base Prospectus unless the Company has furnished you a copy for your review prior to filing and will not file any such proposed amendment or supplement to which you reasonably object. The Company and the Guarantors will cause the Final Prospectus, properly completed, and any supplement thereto to be filed in a form approved by the Representatives with the Commission pursuant to the applicable paragraph of Rule 424(b) within the time period prescribed and will provide evidence satisfactory to the Representatives of such timely filing. The Company and the Guarantors will promptly advise the Representatives (i) when the Final Prospectus, and any supplement thereto, shall have been filed (if required) with the Commission pursuant to Rule 424(b), (ii) when, prior to termination of the offering of the Securities, any amendment to the Registration Statement shall have been filed or become effective, (iii) of any request by the Commission or its staff for any amendment of the Registration Statement, or for any supplement to the Final Prospectus or for any additional information, (iv) of the issuance by the Commission of any stop

order suspending the effectiveness of the Registration Statement or of any notice objecting to its use or the institution or threatening of any proceeding for that purpose and (v) of the receipt by the Company or the Guarantors of any notification with respect to the suspension of the qualification of the Securities for sale in any jurisdiction or the institution or threatening of any proceeding for such purpose. The Company and the Guarantors will use their reasonable best efforts to prevent the issuance of any such stop order or the occurrence of any such suspension or objection to the use of the Registration Statement and, upon such issuance, occurrence or notice of objection, to obtain as soon as reasonably possible the withdrawal of such stop order or relief from such occurrence or objection, including, if necessary, by filing an amendment to the Registration Statement or a new registration statement and using their reasonable best efforts to have such amendment or new registration statement declared effective as soon as practicable.

(b) To prepare a final term sheet, containing solely the final terms of the Securities and the offering thereof, in the form approved by you and attached as Schedule IV hereto and to file such term sheet pursuant to Rule 433(d) within the time required by such Rule.

(c) If, at any time prior to the filing of the Final Prospectus pursuant to Rule 424(b), any event occurs as a result of which the Disclosure Package would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made or the circumstances then prevailing not misleading, the Company and the Guarantors will (i) notify promptly the Representatives so that any use of the Disclosure Package may cease until it is amended or supplemented, (ii) amend or supplement the Disclosure Package to correct such statement or omission and (iii) supply any amendment or supplement to you in such quantities as you may reasonably request.

(d) If, at any time when a prospectus relating to the Securities is required to be delivered under the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), any event occurs as a result of which the Final Prospectus as then supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein in the light of the circumstances under which they were made at such time not misleading, or if it shall be necessary to amend the Registration Statement, file a new registration statement or supplement the Final Prospectus to comply with the Act or the Exchange Act or the respective rules thereunder, including in connection with use or delivery of the Final Prospectus, the Company and the Guarantors promptly will (i) notify the Representatives of any such event, (ii) prepare and file with the Commission, subject to the second sentence of paragraph (a) of this Section 5, an amendment or supplement or new registration statement which will correct such statement or omission or effect such compliance, (iii) use their reasonable best efforts to have any amendment to the Registration Statement or new registration statement declared effective as soon as practicable in order to avoid any disruption in use of the Final Prospectus and (iv) supply any supplemented Final Prospectus to you in such quantities as you may reasonably request.

(e) As soon as practicable, the Parent Guarantor will make generally available to its security holders and to the Representatives an earnings statement or statements of the Parent Guarantor and its subsidiaries which will satisfy the provisions of Section 11(a) of the Act and Rule 158.

(f) The Company and the Guarantors will use the net proceeds received by them from the sale of the Securities in the manner specified in the Final Prospectus under "Use of Proceeds."

(g) The Company and the Guarantors will furnish to the Representatives and counsel for the Underwriters, without charge, signed copies of the Registration Statement (including exhibits thereto) and to each other Underwriter a copy of the Registration Statement (without exhibits thereto) and, so long as delivery of a prospectus by an Underwriter or dealer may be required by the Act (including in circumstances where such requirement may be satisfied pursuant to Rule 172), as many copies of each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus and any supplement thereto as the Representatives may reasonably request.

(h) The Company and the Guarantors will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may reasonably request and will maintain such qualifications in effect so long as required for the distribution of the Securities; provided that in no event shall the Company and the Guarantors be obligated to (i) qualify to do business in any jurisdiction where they are not now so qualified, (ii) to take any action that would subject them to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where they are not now so subject or (iii) take any action that could subject them to taxation in any such jurisdiction if they are not otherwise so subject.

(i) Each of the Company and the Guarantors agrees that, unless it has or shall have obtained the prior written consent of the Representatives, and each Underwriter, severally and not jointly, agrees with the Company and the Guarantors that, unless it has or shall have obtained, as the case may be, the prior written consent of the Company and the Guarantors, it has not made and will not make any offer relating to the Securities that would constitute an Issuer Free Writing Prospectus or that would otherwise constitute a "free writing prospectus" (as defined in Rule 405) required to be filed by the Company or the Guarantors with the Commission or retained by the Company under Rule 433, other than the free writing prospectus containing the information contained in the final term sheet prepared and filed pursuant to Section 5(b) hereto; provided that the prior written consent of the parties hereto shall be deemed to have been given in respect of the Free Writing Prospectuses included in Schedule III hereto and any electronic road show. Any such free writing prospectus consented to by the Representatives or the Company is hereinafter referred to as a "Permitted Free Writing Prospectus." The Company agrees that (x) it has treated and will treat, as the case may be, each Permitted Free Writing Prospectus as an Issuer Free Writing Prospectus and (y) it has complied and will comply, as the case may be, with the requirements of Rules 164 and 433 applicable to any Permitted Free Writing Prospectus, including in respect of timely filing with the Commission, legending and record keeping.

(j) The Company and the Guarantors will not, without the prior written consent of RBC Capital Markets, LLC, offer, sell, contract to sell, pledge, or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Company, the Guarantors or any affiliate of the Company or the Guarantors or any person in privity with the Company or the Guarantors or any affiliate of the Company or the Guarantors), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Exchange Act, any Ordinary Shares or any securities convertible into, or exercisable, or exchangeable for, Ordinary Shares; or publicly announce an intention to effect any such transaction, until the Business Day set forth on Schedule I hereto, provided, however, that (i) the Parent Guarantor may issue and sell Ordinary Shares pursuant to any employee stock option plan, stock ownership plan or dividend reinvestment plan of the Parent Guarantor in effect at the Execution Time; (ii) the Parent Guarantor may issue Ordinary Shares issuable upon the conversion of securities or the exercise of warrants outstanding at the Execution Time; and (iii) in connection with any exchange of the Notes.

(k) The Company and the Guarantors will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Company, the Guarantors or their respective subsidiaries to facilitate the sale or resale of the Securities.

(l) The Parent Guarantor will reserve and keep available at all times, free of preemptive rights, the full number of Ordinary Shares issuable upon exchange of the Notes. The Parent Guarantor will use all reasonable best efforts to maintain the listing of the Ordinary Shares issuable upon exchange of the Notes on the New York Stock Exchange for so long as any Notes are outstanding.

(m) Between the date hereof and the Closing Date, the Company and the Parent Guarantor will not do or authorize any act or thing that would result in an adjustment of the exchange rate set forth in the Final Prospectus.

(n) The Company agrees to pay the costs and expenses relating to the following matters: (i) the preparation, printing or reproduction and filing with the Commission of the Registration Statement (including financial statements and exhibits thereto), each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and each amendment or supplement to any of them; (ii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of the Registration Statement, each Preliminary Prospectus, the Final Prospectus and each Issuer Free Writing Prospectus, and all amendments or supplements to any of them, as may, in each case, be reasonably

requested for use in connection with the offering and sale of the Securities; (iii) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities to the Underwriters; (iv) the printing (or reproduction) and delivery of this Agreement, any blue sky memorandum and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (v) the registration of the Securities under the Exchange Act and the listing of the Ordinary Shares on the New York Stock Exchange; (vi) any registration or qualification of the Securities for offer and sale under the securities or blue sky laws of the several states (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such registration and qualification); (vii) any filings required to be made with the Financial Industry Regulatory Authority, Inc. ("FINRA") (including filing fees and the reasonable fees and expenses of counsel for the Underwriters relating to such filings); (viii) the transportation and other expenses incurred by or on behalf of representatives of the Company or the Guarantors in connection with presentations to prospective purchasers of the Securities; (ix) the fees and expenses of the Parent Guarantor's accountants and the fees and expenses of counsel (including local and special counsel) for the Company and the Guarantors; (x) the fees and expenses of the Trustee, including the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities; (xi) any fees payable in connection with the rating of the Securities, and (xii) all other costs and expenses incident to the performance by the Company and the Guarantors of their obligations hereunder; provided that the Underwriters shall pay their own costs and expenses, including the costs and expenses of counsel, any transfer taxes on the Securities that they may sell and the expenses of advertising any offering of the Securities made by the Underwriters.

(o) The Company and the Guarantors will cooperate with the Representatives and use commercially reasonable efforts to permit the Securities to be eligible for clearance and settlement through the facilities of DTC.

6. Conditions to the Obligations of the Underwriters. The obligations of the Underwriters to purchase the Underwritten Securities and the Option Securities, as the case may be, shall be subject to the accuracy of the representations and warranties on the part of the Company contained herein as of the Execution Time, the Closing Date and any settlement date pursuant to Section 3 hereof, to the accuracy of the statements of the Company and the Guarantors made in any certificates pursuant to the provisions hereof, to the performance by the Company and the Guarantors of their respective obligations hereunder and to the following additional conditions:

(a) The Final Prospectus, and any supplement thereto, have been filed in the manner and within the time period required by Rule 424(b); the final term sheet contemplated by Section 5(b) hereto and any other material required to be filed by the Company or the Guarantors pursuant to Rule 433(d) under the Act shall have been filed with the Commission within the applicable time periods prescribed for such filings by Rule 433; and no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use shall have been issued and no proceedings for that purpose shall have been instituted or threatened.

(b) The Company and the Guarantors shall have requested and caused Latham & Watkins LLP, counsel for the Company and the Guarantors, to have furnished to the Representatives their opinion and negative assurance letters, each dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, to the effect set forth in Annex A-1 and Annex A-2, respectively.

(c) The Company and the Guarantors shall have requested and caused the Executive Vice President, General Counsel & Corporate Secretary of the Company and the Guarantors, to have furnished to the Representatives her opinion, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, to the effect set forth in Annex B.

(d) The Company and the Guarantors shall have requested and caused Conyers Dill & Pearman Limited, special Bermuda counsel for the Company, to have furnished to the Representatives their opinion, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, to the effect set forth in Annex C.

(e) The Company and the Guarantors shall have requested and caused Matheson, special Ireland counsel for the Parent Guarantor, to have furnished to the Representatives their opinion, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, to the effect set forth in Annex D.

(f) The Company and the Guarantors shall have requested and caused PwC Switzerland, special advisor for the Parent Guarantor to have furnished to the Representatives their opinion, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, to the effect set forth in Annex E.

(g) The Representatives shall have received from Vinson & Elkins L.L.P., counsel for the Underwriters, such opinion or opinions, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company and the Guarantors shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(h) The Representatives shall have received from Appleby (Bermuda) Limited, special Bermuda counsel for the Underwriters, such opinion or opinions, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company and the Guarantors shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(i) The Representatives shall have received from A&L Goodbody, special Ireland counsel for the Underwriters, such opinion or opinions, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, and addressed to the Representatives, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Disclosure Package, the Final Prospectus (together with any supplement thereto) and other related matters as the Representatives may reasonably require, and the Company and the Guarantors shall have furnished to such counsel such documents as they request for the purpose of enabling them to pass upon such matters.

(j) The Company and the Guarantors shall have furnished to the Representatives a certificate of the Company and the Guarantors, signed by the Chairman of the Board or the President and the principal financial or accounting officer of the Company and the Guarantors, dated the Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package, the Final Prospectus and any supplements or amendments thereto, as well as each electronic road show used in connection with the offering of the Securities, and this Agreement and that:

(i) the representations and warranties of the Company and the Guarantors in this Agreement are true and correct on and as of the Closing Date with the same effect as if made on the Closing Date and that the Company and each Guarantor has materially complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing Date;

(ii) no stop order suspending the effectiveness of the Registration Statement or any notice objecting to its use has been issued and no proceedings for that purpose have been instituted or, to the knowledge of the Company or the Guarantors, threatened; and

(iii) since the date of the most recent financial statements included in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto), there has been no material adverse effect on the condition (financial or otherwise), prospects, earnings, business or properties of the Company, the Guarantors and their respective subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any supplement thereto).

(k) Immediately following the Execution Time, the Representatives shall receive from KPMG LLP a letter, dated as of the date of this Agreement, in form and substance satisfactory to the Representatives, together with signed or reproduced copies of such letter for each of the other Underwriters containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect

to the financial statements and certain financial information relating to the Parent Guarantor and its subsidiaries contained in the Registration Statement and the Preliminary Prospectus.

(l) On the Closing Date, the Representatives shall have received from KPMG LLP a letter, dated as of Closing Date, and, if applicable, any settlement date pursuant to Section 3 hereof, to the effect that they reaffirm the statements made in the letter furnished pursuant to subsection (j) of this Section, except that the cut-off date for certain procedures performed by them shall be a date not more than two business days prior to the Closing Date or settlement date, and providing information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information relating to the Parent Guarantor and its subsidiaries contained in the Final Prospectus.

(m) The Company shall have received and provided to the Representatives an assurance from the Minister of Finance under the Exempted Undertakings Tax Protection Act, 1966 that, in the event of there being enacted in Bermuda any legislation imposing tax computed on profits or income or computed on any capital asset, gain or appreciation, or any tax in the nature of estate duty or inheritance tax, then the imposition of any such tax shall not until 31 March 2035 be applicable to the Company or any of its operations or its shares, debentures or other obligations, except insofar as such tax applies to persons ordinarily resident in Bermuda or to tax payable in accordance with the provisions of the Land Tax Act 1967 or otherwise payable in relation to any land leased to the Company.

(n) Subsequent to the Execution Time or, if earlier, the dates as of which information is given in the Registration Statement (exclusive of any amendment thereof) and the Final Prospectus (exclusive of any amendment or supplement thereto), there shall not have been (i) any change or decrease specified in the letter or letters referred to in paragraph (j) of this Section 6 or (ii) any change, or any development involving a prospective change, in or affecting the condition (financial or otherwise), earnings, business or properties of the Company, the Guarantors and their respective subsidiaries taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto) the effect of which, in any case referred to in clause (i) or (ii) above, is, in the sole judgment of the Representatives, so material and adverse as to make it impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by the Registration Statement (exclusive of any amendment thereof), the Disclosure Package and the Final Prospectus (exclusive of any amendment or supplement thereto).

(o) The Ordinary Shares issuable upon exchange of the Securities shall have been approved for listing on the New York Stock Exchange, subject to official notice of issuance, and satisfactory evidence of such actions shall have been provided to the Representatives.

(p) At the Execution Time, the Company and the Guarantors shall have furnished to the Representatives a letter substantially in the form of Exhibit A hereto from each person listed in Exhibit B hereto and addressed to the Representatives.

(q) For the purpose of effecting delivery of the Securities in book-entry form, the Company agrees to issue, in the name of Cede & Co., such Securities being issued to the Underwriters and to instruct Cede & Co. to deliver the book-entry interest in such Securities to broker accounts as directed by the Representatives on behalf of the Underwriters.

(r) Prior to the Closing Date, the Company and the Guarantors shall have furnished to the Representatives such further information, certificates and documents as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Agreement shall not be reasonably satisfactory in form and substance to the Representatives and counsel for the Underwriters, this Agreement and all obligations of the Underwriters hereunder may be canceled at, or at any time prior to, the Closing Date by the Representatives. Notice of such cancellation shall be given to the Company and the Guarantors in writing or by telephone or facsimile confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the office of Latham & Watkins LLP, special counsel to the Company and the Guarantors, at 811 Main Street, Suite 3700, Houston, Texas 77002, on the Closing Date.

7. Reimbursement of Underwriters' Expenses. If the sale of the Securities provided for herein is not consummated because any condition to the obligations of the Underwriters set forth in Section 6 hereof is not satisfied, because of any termination pursuant to Section 10 hereof (other than Sections 10(i)(B), (ii), (iii) or (iv)) or because of any refusal, inability or failure on the part of the Company or the Guarantors to perform any agreement herein or comply with any provision hereof other than by reason of a default by any of the Underwriters, the Company and Guarantors will reimburse the Underwriters severally through RBC Capital Markets LLC on demand for all reasonable documented out-of-pocket expenses (including reasonable fees and disbursements of counsel) that shall have been incurred by them in connection with the proposed purchase and sale of the Securities.

8. Indemnification and Contribution. (a) Each of the Company and the Guarantors agrees to indemnify and hold harmless each Underwriter, its affiliates, directors, officers and employees, and agents who have or who are alleged to have participated in the distribution of the Securities as Underwriters (the "Selling Agents") and each person who controls any Underwriter within the meaning of either the Act or the Exchange Act against any and all losses, claims, damages or liabilities, joint or several, to which they or any of them may become subject under the Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material

fact contained in the Registration Statement as originally filed or in any amendment thereof, or in the Base Prospectus, any Preliminary Prospectus, the Final Prospectus, any Issuer Free Writing Prospectus, or in any amendment thereof or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse each such indemnified party, as incurred, for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that each of the Company and the Guarantors will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Company and the Guarantors by or on behalf of any Underwriter through the Representatives specifically for inclusion therein. This indemnity agreement will be in addition to any liability which the Company or the Guarantors may otherwise have.

(b) Each Underwriter severally and not jointly agrees to indemnify and hold harmless the Company and the Guarantors, each of their respective directors or members, each of their respective officers who signs the Registration Statement, and each person who controls the Company or the Guarantors within the meaning of either the Act or the Exchange Act, to the same extent as the foregoing indemnity from the Company and the Guarantors to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Company and the Guarantors by or on behalf of such Underwriter through the Representatives specifically for inclusion in the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which any Underwriter may otherwise have. Each of the Company and the Guarantors acknowledges that the statements set forth (i) in the last paragraph of the cover page regarding delivery of the Securities and, under the heading “Underwriting” or “Plan of Distribution”, (ii) the sentences related to concessions and reallowances and (iii) the paragraph related to stabilization, syndicate covering transactions and penalty bids in any Preliminary Prospectus and the Final Prospectus constitute the only information furnished in writing by or on behalf of the several Underwriters for inclusion in any Preliminary Prospectus, the Final Prospectus or any Issuer Free Writing Prospectus.

(c) Promptly after receipt by an indemnified party under this Section 8 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 8, notify the indemnifying party in writing of the commencement thereof; but the failure so to notify the indemnifying party (i) will not relieve it from liability under paragraph (a) or (b) above unless and to the extent it did not otherwise learn of such action and such failure results in the forfeiture by the indemnifying party of substantial rights and defenses and (ii) will not, in any event, relieve the indemnifying party from any obligations to any indemnified party other than the indemnification obligation provided in paragraph (a) or (b) above. The indemnifying party shall be entitled to appoint counsel of the indemnifying party’s choice at the indemnifying party’s expense to represent the indemnified party in any action for which indemnification is sought (in which case the

indemnifying party shall not thereafter be responsible for the fees and expenses of any separate counsel retained by the indemnified party or parties except as set forth below); provided, however, that such counsel shall be reasonably satisfactory to the indemnified party. Notwithstanding the indemnifying party's election to appoint counsel to represent the indemnified party in an action, the indemnified party shall have the right to employ separate counsel (including local counsel), and the indemnifying party shall bear the reasonable fees, costs and expenses of such separate counsel if (i) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest, (ii) the actual or potential defendants in, or targets of, any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, (iii) the indemnifying party shall not have employed counsel reasonably satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of the institution of such action or (iv) the indemnifying party shall authorize the indemnified party to employ separate counsel at the expense of the indemnifying party; provided, however, that an indemnifying party shall not be liable for the fees and expenses of more than one such separate counsel (in addition to local counsel) in connection with any proceeding or related proceeding in the same jurisdiction. An indemnifying party shall not be liable for any settlement of any proceeding effected without its consent (which consent shall not be unreasonably withheld). Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by Section 8(a) or (b) hereof, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 45 days after receipt by such indemnifying party of the aforesaid request, (ii) such indemnifying party shall have received notice of the terms of such settlement at least 30 days before such settlement is entered into and (iii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request or disputed in good faith the indemnified party's entitlement to such reimbursement prior to the date of such settlement. An indemnifying party will not, without the prior written consent (which consent shall not be unreasonably withheld) of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent: (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include an admission of fault by or on behalf of any indemnified party.

(d) In the event that the indemnity provided in paragraph (a), (b) or (c) of this Section 8 is unavailable to or insufficient to hold harmless an indemnified party for any reason, the Company, the Guarantors and the Underwriters severally agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending the same) (collectively "Losses") to which the Company, the Guarantors and one or more of the Underwriters

may be subject in such proportion as is appropriate to reflect the relative benefits received by the Company and the Guarantors, on the one hand, and by the Underwriters, on the other, from the offering of the Securities. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Company, the Guarantors and the Underwriters severally shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Company and the Guarantors, on the one hand, and of the Underwriters, on the other, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Company and the Guarantors shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) received by them, and benefits received by the Underwriters shall be deemed to be equal to the total underwriting discounts and commissions, in each case as set forth on the cover page of the Final Prospectus. Relative fault shall be determined by reference to, among other things, whether any untrue or any alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information provided by the Company or the Guarantors, on the one hand, or the Underwriters, on the other, the intent of the parties and their relative knowledge, access to information and opportunity to correct or prevent such untrue statement or omission. The Company, the Guarantors and the Underwriters agree that it would not be just and equitable if contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 8, each person who controls an Underwriter within the meaning of either the Act or the Exchange Act and each director, officer, employee, affiliate and agent of an Underwriter shall have the same rights to contribution as such Underwriter, and each person who controls the Company or the Guarantors within the meaning of either the Act or the Exchange Act, each officer of the Company or the Guarantors who shall have signed the Registration Statement and each director or member of the Company or the Guarantors shall have the same rights to contribution as the Company and the Guarantors, subject in each case to the applicable terms and conditions of this paragraph (d).

9. Default by an Underwriter. If any one or more Underwriters shall fail to purchase and pay for any of the Securities agreed to be purchased by such Underwriter or Underwriters hereunder and such failure to purchase shall constitute a default in the performance of its or their obligations under this Agreement, the remaining Underwriters shall be obligated severally to take up and pay for (in the respective proportions which the principal amount of Securities set forth opposite their names in Schedule II hereto bears to the aggregate principal amount of Securities set forth opposite the names of all the remaining Underwriters) the Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase;

provided, however, that in the event that the aggregate principal amount of Securities which the defaulting Underwriter or Underwriters agreed but failed to purchase shall exceed 10% of the aggregate principal amount of Securities set forth in Schedule II hereto, the remaining Underwriters shall have the right to purchase all, but shall not be under any obligation to purchase any, of the Securities, and if such nondefaulting Underwriters do not purchase all the Securities, this Agreement will terminate without liability to any nondefaulting Underwriter or the Company. In the event of a default by any Underwriter as set forth in this Section 9, the Closing Date shall be postponed for such period, not exceeding five Business Days, as the Representatives shall determine in order that the required changes in the Registration Statement and the Final Prospectus or in any other documents or arrangements may be effected. Nothing contained in this Agreement shall relieve any defaulting Underwriter of its liability, if any, to the Company and the Guarantors and any nondefaulting Underwriter for damages occasioned by its default hereunder.

10. Termination. This Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Company prior to delivery of and payment for the Securities, if at any time prior to such delivery and payment (i) (A) trading in the Parent Guarantor's Ordinary Shares or any securities of the Parent Guarantor shall have been suspended or limited by the Commission or the New York Stock Exchange or (B) trading in securities generally on the New York Stock Exchange or in The NASDAQ Stock Market shall have been suspended or limited or minimum prices shall have been established on either of such exchanges, (ii) a banking moratorium shall have been declared either by Federal, Bermuda, Ireland or New York State authorities, (iii) there shall have occurred a material disruption in commercial banking or securities settlement or clearance services or (iv) there shall have occurred any outbreak or escalation of hostilities, declaration by the United States of a national emergency or war, or other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Representatives, impractical or inadvisable to proceed with the offering or delivery of the Securities as contemplated by any Preliminary Prospectus or the Final Prospectus (exclusive of any amendment or supplement thereto).

11. Representations and Indemnities to Survive. The respective agreements, representations, warranties, indemnities and other statements of the Company, the Guarantors or their respective officers and of the Underwriters set forth in or made pursuant to this Agreement will remain in full force and effect, regardless of any investigation made by or on behalf of any Underwriter or the Company, the Guarantors or any of the officers, directors, employees, affiliates, Selling Agents or controlling persons referred to in Section 8 hereof, and will survive delivery of and payment for the Securities. The provisions of Sections 7 and 8 hereof shall survive the termination or cancellation of this Agreement.

12. Notices. All communications hereunder will be in writing and effective only on receipt, and, if sent to the Representatives, will be mailed, delivered or telefaxed to RBC Capital Markets, Three World Financial Center, 200 Vesey Street, New York, New York 10281, attention of Equity Syndicate Desk; or, if sent to the Company or the Guarantors, will be mailed or delivered to Bahnhofstrasse 1, Baar, 6340, Switzerland, and confirmed to it at c/o Weatherford International, LLC, 2000 St. James Place, Houston, Texas 77056, U.S.A., attention of General Counsel.

13. Successors. This Agreement will inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers, directors, employees, agents and controlling persons referred to in Section 8 hereof, and no other person will have any right or obligation hereunder.

14. No fiduciary duty. Each of the Company and the Guarantors hereby acknowledges that (a) the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Company and the Guarantors, on the one hand, and the Underwriters and any affiliate through which it may be acting, on the other, (b) each Underwriter is acting as principal and not as an agent or fiduciary of either the Company or the Guarantors and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, each of the Company and the Guarantors agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company or the Guarantors on related or other matters). Each of the Company and the Guarantors agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to either the Company or the Guarantors, in connection with such transaction or the process leading thereto.

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

16. Applicable Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York applicable to contracts made and to be performed within the State of New York.

17. Submission to Jurisdiction and Waiver. By the execution and delivery of this Agreement, the Company and the Guarantors submit to the non-exclusive jurisdiction of any federal or New York State court located in the City of New York in any suit or proceeding arising out of or relating to the Securities or this Agreement. Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement in any New York State or federal court in the City of New York, or any appellate court with respect to any of the foregoing. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court. To the extent that the Company or Parent Guarantor has or hereafter may acquire any immunity from jurisdiction of any court (including, without limitation, any court in the United States, the State of New York, Ireland, Bermuda, Switzerland or any political subdivision thereof) or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property or assets, this Agreement, or any other actions to enforce judgments in respect of any thereof, the Company and the Parent Guarantor hereby irrevocably waive such immunity, and any defense based on such immunity, in respect of their respective obligations under the above-referenced documents and the transactions contemplated thereby, to the fullest extent permitted by law.

In addition to the foregoing, each of the Company and the Guarantors agrees to irrevocably appoint CT Corporation Systems as its authorized agent on which any and all legal process may be served in any such action, suit or proceeding brought in the courts specified in the preceding paragraph. Each of the Company and the Guarantors agrees that service of process in respect of it upon such agent shall be deemed to be effective service of process upon it in any such action, suit or proceeding. Each of the Company and the Guarantors agrees that the failure of such agent to give notice to it of any such service shall not impair or affect the validity of such service or any judgment rendered in any such action, suit or proceeding based thereon. If for any reason such agent shall cease to be available to act as such, each of the Company and the Guarantors agrees to irrevocably appoint another such agent in New York City as its authorized agent for service of process, on the terms and for the purposes of this Section 17. Nothing herein shall in any way be deemed to limit the ability of the Underwriters, the Trustee or any other person to serve any such legal process in any other manner permitted by applicable law or to obtain jurisdiction over the Company or the Guarantors or bring actions, suits or proceedings against them in such other jurisdiction, and in such matter, as may be permitted by applicable law.

18. Waiver of Jury Trial. Each of the Company and the Guarantors hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

19. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall constitute an original and all of which together shall constitute one and the same agreement.

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

21. Definitions. The terms that follow, when used in this Agreement, shall have the meanings indicated.

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

"Base Prospectus" shall mean the base prospectus referred to in paragraph 1(a) above contained in the Registration Statement at the Execution Time.

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

"Commission" shall mean the Securities and Exchange Commission.

"Disclosure Package" shall mean (i) the Base Prospectus, (ii) the Preliminary Prospectus used most recently prior to the Execution Time, (iii) the Issuer Free Writing Prospectuses, if any, identified in Schedule III hereto, (iv) the final term sheet prepared

and filed pursuant to Section 5(b) hereto, and (v) any other Free Writing Prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package.

"Effective Date" shall mean each date and time that the Registration Statement and any post-effective amendment or amendments thereto became or becomes effective.

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

"Execution Time" shall mean the date and time that this Agreement is executed and delivered by the parties hereto.

"Final Prospectus" shall mean the prospectus supplement relating to the Securities that was first filed pursuant to Rule 424(b) after the Execution Time, together with the Base Prospectus.

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

"Issuer Free Writing Prospectus" shall mean an issuer free writing prospectus, as defined in Rule 433.

"Preliminary Prospectus" shall mean any preliminary prospectus supplement to the Base Prospectus referred to in paragraph 1(a) above which is used prior to the filing of the Final Prospectus, together with the Base Prospectus.

"Registration Statement" shall mean the registration statement referred to in paragraph 1(a) above, including exhibits and financial statements and any prospectus supplement relating to the Securities that is filed with the Commission pursuant to Rule 424(b) and deemed part of such registration statement pursuant to Rule 430B, as amended on each Effective Date and, in the event any post-effective amendment thereto becomes effective prior to the Closing Date, shall also mean such registration statement as so amended.

"Rule 158", "Rule 163", "Rule 164", "Rule 172", "Rule 405", "Rule 415", "Rule 424", "Rule 430B" and "Rule 433" refer to such rules under the Act.

"Trust Indenture Act" shall mean the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission promulgated thereunder.

"Well-Known Seasoned Issuer" shall mean a well-known seasoned issuer, as defined in Rule 405.

If the foregoing is in accordance with your understanding of our agreement, please sign and return to us the enclosed duplicate hereof, whereupon this letter and your acceptance shall represent a binding agreement among the Company, the Parent Guarantor and the several Underwriters.

Very truly yours,

WEATHERFORD INTERNATIONAL PUBLIC LIMITED COMPANY,
an Irish public limited company

By: /s/ Jennifer Presnall
Name: Jennifer Presnall
Title: Vice President

WEATHERFORD INTERNATIONAL LTD.,
a Bermuda exempted company

By: /s/ Yazid Tamimi
Name: Yazid Tamimi
Title: Vice President

WEATHERFORD INTERNATIONAL LLC
a Delaware limited liability company

By: /s/ Mark Rothleitner
Name: Mark Rothleitner
Title: Vice President & Treasurer

The foregoing Agreement is
hereby confirmed and accepted
as of the date specified in
Schedule I hereto.

RBC CAPITAL MARKETS, LLC

By: RBC Capital Markets, LLC

By: /s/ Shauvik Kundagrami
Name: Shauvik Kundagrami
Title: Managing Director

CITIGROUP GLOBAL MARKETS INC.

By: Citigroup Global Markets Inc.

By: /s/ Jason Howard
Name: Jason Howard
Title: Director

For themselves and the other
several Underwriters, if any,
named in Schedule II to the
foregoing Agreement.

SCHEDULE I

Underwriting Agreement dated June 1, 2016

Registration Statement No. 333-194431

Representatives: RBC Capital Markets, LLC and Citigroup Global Markets Inc.

Title, Purchase Price and Description of Securities:

Title: 5.875% Exchangeable Senior Notes due 2021

Principal amount of Underwritten Securities: $1,100,000,000

Purchase price (include accrued interest or amortization, if any) to the underwriters: 97.5%

Sinking fund provisions: None

Redemption provisions: The Notes may not be redeemed at the Issuer's option, except in limited circumstances described in the Preliminary Prospectus Supplement in connection with a change in tax law. Notice of such a redemption would be deemed to constituted a "make-whole fundamental change," which will in certain circumstances result in a temporarily increased exchange rate. See "Description of Notes—Exchange of the Notes—Increase in Exchange Rate in Connection with a Make-Whole Fundamental Change" in the Preliminary Prospectus Supplement.

Principal Amount of Option Securities: $165,000,000

Closing Date, Time and Location: June 7, 2016 at 10:00 a.m. EST at Latham & Watkins LLP, special counsel for the Company and the Parent Guarantor, at 811 Main Street, Suite 3700, Houston, Texas 77002

Type of Offering: Non-Delayed

Date referred to in Section 5(i) after which the Company may offer or sell securities issued by the Company without the consent of the Representative(s): 60 days after pricing hereof

Modification of items to be covered by the letter KPMG LLP delivered pursuant to Section 6(e) at the Execution Time: None

SCHEDULE II

Underwriters	Principal Amount of Underwritten Securities to be Purchased
RBC Capital Markets, LLC	$ 275,000,000
Citigroup Global Markets Inc.	$ 176,000,000
Deutsche Bank Securities Inc.	$ 86,900,000
J.P. Morgan Securities LLC	$ 86,900,000
Mitsubishi UFJ Securities (USA), Inc.	$ 86,900,000
Morgan Stanley & Co. LLC	$ 86,900,000
Wells Fargo Securities, LLC	$ 86,900,000
Barclays Capital Inc.	$ 49,500,000
Skandinaviska Enskilda Banken AB	$ 49,500,000
TD Securities (USA) LLC	$ 49,500,000
UniCredit Capital Markets LLC	$ 49,500,000
BBVA Securities Inc.	$ 16,500,000
Total	$ 1,100,000,000

SCHEDULE III

Schedule of Free Writing Prospectuses included in the Disclosure Package

Free Writing Prospectus filed with the SEC on June 1, 2016

SCHEDULE IV

Weatherford International Ltd.
$1,100,000,000
5.875% Exchangeable Senior Notes due 2021

The information in this pricing term sheet (the "Pricing Term Sheet") supplements Weatherford International Ltd.'s preliminary prospectus supplement, dated June 1, 2016 (the "Preliminary Prospectus Supplement"), and supersedes the information in the Preliminary Prospectus Supplement only to the extent inconsistent with the information in the Preliminary Prospectus Supplement. In all other respects, the Pricing Term Sheet is qualified in its entirety by reference to the Preliminary Prospectus Supplement, including all documents incorporated by reference therein. Terms used herein but not defined herein shall have the respective meanings as set forth in the Preliminary Prospectus Supplement. All references to dollar amounts are references to U.S. dollars.

Issuer:	Weatherford International Ltd., a Bermuda exempted company.
Guarantors:	Weatherford International plc, an Irish public limited company (the "Parent"), and Weatherford International, LLC, a Delaware limited liability company.
Securities Offered:	5.875% Exchangeable Senior Notes due 2021 (the "Notes"). Unless the context requires otherwise, as used in this Pricing Term Sheet, each Note refers to a Note having a principal amount of $1,000.
Ticker / Exchange for Ordinary Shares of the Parent (the "Ordinary Shares"):	WFT / NYSE.
Aggregate Principal Amount Offered:	$1,100,000,000 aggregate principal amount of Notes.
Public Offering Price, Underwriting Discount and Proceeds to the Issuer, Before Expenses:	The following table shows the public offering price, underwriting discount and proceeds to the Issuer, before expenses.

	Per Note	Total
Public Offering Price (1)	$ 1,000	$1,100,000,000
Underwriting Discount	$ 25	$ 27,500,000
Proceeds to the Issuer (before expenses)	$ 975	$1,072,500,000

(1) Plus accrued interest from June 7, 2016, if settlement occurs after that date.

Underwriters' Over-Allotment Option:	$165,000,000 aggregate principal amount of Notes.
Trade Date:	June 2, 2016.
Expected Settlement Date:	June 7, 2016 (T+3).
Issue Price:	The Notes will be issued at a price of 100% of their principal amount.
Maturity:	The Notes will mature on July 1, 2021, unless earlier exchanged, redeemed or repurchased.

Interest Rate:	5.875% per year, accruing from the Expected Settlement Date.
Interest Payment Dates:	Interest will accrue from the Expected Settlement Date and will be payable semi-annually in arrears on July 1 and January 1 of each year, beginning on January 1, 2017.
NYSE Last Reported Sale Price on June 1, 2016:	$5.53 per Ordinary Share.
Exchange Premium:	Approximately 40.0% above the NYSE Last Reported Sale Price on June 1, 2016.
Initial Exchange Price:	Approximately $7.74 per Ordinary Share.
Initial Exchange Rate:	129.1656 Ordinary Shares per $1,000 principal amount of Notes.
Redemption at the Issuer's Option:	The Notes may not be redeemed at the Issuer's option, except in limited circumstances described in the Preliminary Prospectus Supplement in connection with a change in tax law. Notice of such a redemption would be deemed to constitute a "make-whole fundamental change," which will in certain circumstances result in a temporarily increased exchange rate. See "Description of Notes—Exchange of the Notes—Increase in Exchange Rate in Connection with a Make-Whole Fundamental Change" in the Preliminary Prospectus Supplement.
Joint Book-Running Managers:	RBC Capital Markets, LLC Citigroup Global Markets Inc. Deutsche Bank Securities Inc. J.P. Morgan Securities LLC Mitsubishi UFJ Securities (USA), Inc. Morgan Stanley & Co. LLC Wells Fargo Securities, LLC
Co-Managers:	Barclays Capital Inc. Skandinaviska Enskilda Banken AB TD Securities (USA) LLC UniCredit Capital Markets LLC BBVA Securities Inc.
CUSIP Number:	947075 AH0
ISIN:	US947075AH03
Tender Offers:	The Maximum Purchase Amount will be increased from $1.0 billion to $1.1 billion.

Increase in Exchange Rate in Connection with a Make-Whole Fundamental Change:

The following table sets forth, for each stock price and make-whole fundamental change effective date set forth below, the number of additional shares by which the exchange rate will be increased in connection with a make-whole fundamental change per $1,000 principal amount of Notes exchanged with an exchange date that occurs during the related make-whole fundamental change exchange period:

Make-Whole Fundamental Change Effective Date	Stock Price											
	$5.53	$6.00	$6.50	$7.00	$7.74	$10.00	$12.50	$15.00	$25.00	$35.00	$45.00	$55.00
June 7, 2016	51.6662	50.3265	46.4092	40.8214	34.3243	22.2250	15.3920	11.4480	4.6788	2.0823	0.7331	0.0000
July 1, 2017	51.6662	49.3012	43.4477	37.7300	31.1770	19.4150	13.1584	9.7113	4.0192	1.8334	0.6627	0.0000
July 1, 2018	51.6662	47.9617	40.3815	34.3829	27.6395	16.1430	10.5672	7.7167	3.2508	1.5414	0.6024	0.0000
July 1, 2019	51.6662	45.5983	37.1985	30.6414	23.4548	12.1490	7.4968	5.4093	2.3416	1.1549	0.4989	0.0000
July 1, 2020	51.6662	44.1850	34.1508	26.3571	18.0711	6.9490	3.8664	2.8040	1.2712	0.6500	0.3053	0.0000
July 1, 2021	51.6662	42.9510	31.2575	23.3786	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

If such make-whole fundamental change effective date or stock price are not set forth in the table above, then:

- if such stock price is between two stock prices in the table above or the make-whole fundamental change effective date is between two make-whole fundamental change effective dates in the table above, then the number of additional shares will be determined by a straight-line interpolation between the numbers of additional shares set forth for the higher and lower stock prices in the table and the earlier and later make-whole fundamental change effective dates in the table above, as applicable, based on a 365- or 366-day year, as applicable;
- if the stock price is greater than $55.00 per share (subject to adjustment in the same manner as the stock prices set forth in the column headings of the table above are adjusted, as described in the Preliminary Prospectus Supplement under the caption “Description of Notes—Exchange of the Notes—Increase in Exchange Rate in Connection with a Make-Whole Fundamental Change—Adjustment of Stock Prices and Number of Additional Shares”), then no additional shares will be added to the exchange rate; and
- if the stock price is less than $5.53 per share (subject to adjustment in the same manner as the stock prices set forth in the column headings of the table above are adjusted, as described in the Preliminary Prospectus Supplement under the caption “Description of Notes—Exchange of the Notes—Increase in Exchange Rate in Connection with a Make-Whole Fundamental Change—Adjustment of Stock Prices and Number of Additional Shares”), then no additional shares will be added to the exchange rate.

Notwithstanding anything to the contrary, in no event will the exchange rate be increased to an amount that exceeds 180.8318 ordinary shares per $1,000 principal amount of Notes, which amount is subject to adjustment in the same manner as, and at the same time and for the same events for which, the exchange rate is required to be adjusted pursuant to the provisions described in clauses (1) through (5) in the Preliminary Prospectus Supplement under the caption “Description of Notes—Exchange of the Notes—Exchange Rate Adjustments.”

The Issuer has filed a registration statement (including a prospectus) and a preliminary prospectus supplement with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement, the preliminary prospectus supplement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Notes offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the Issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus and the preliminary prospectus supplement if you request it by contacting RBC Capital Markets at RBC Capital Markets, 3 World Financial Center, 200 Vesey Street, 8th Floor, New York, New York 10281, Attention: Equity Syndicate, or by telephone at (877) 822-4089, or by email at equityprospectus@rbccm.com; or Citigroup at Citigroup Global Markets Inc., c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717, or by telephone at (800) 831-9146.

EXHIBIT A

[Letterhead of officer or director of
Weatherford International public limited company]
Weatherford International public limited company
Public Offering of Exchangeable Securities

June 1, 2016

RBC Capital Markets, LLC
Citigroup Global Markets Inc.
As Representatives of the several Underwriters,

c/o RBC Capital Markets, LLC
Three World Financial Center
200 Vesey Street
New York, New York 10281

Ladies and Gentlemen:

This letter is being delivered to you in connection with the proposed Underwriting Agreement (the "Underwriting Agreement") by and among Weatherford International Ltd., a Bermuda exempted company (the "Company"), Weatherford International public limited company, an Irish public limited company (the "Parent Guarantor"), Weatherford International LLC, a Delaware limited liability company (the "Subsidiary Guarantor"), and each of you as representatives of a group of Underwriters named therein, relating to an underwritten public offering of $1,100,000,000 5.875% Exchangeable Senior Notes due 2021 (the "Exchangeable Notes") of the Company. The Exchangeable Notes will be exchangeable into ordinary shares, par value $0.001 USD per share (the "Ordinary Shares"), of the Parent Guarantor.

In order to induce you and the other Underwriters to enter into the Underwriting Agreement, the undersigned will not, without the prior written consent of RBC Capital Markets, LLC, offer, sell, contract to sell, pledge or otherwise dispose of, (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the undersigned or any affiliate of the undersigned or any person in privity with the undersigned or any affiliate of the undersigned), directly or indirectly, including the filing (or participation in the filing) of a registration statement with the Securities and Exchange Commission in respect of, or establish or increase a put equivalent position or liquidate or decrease a call equivalent position within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and the rules and regulations of the Securities and Exchange Commission promulgated thereunder with respect to, any Ordinary Shares of the Parent Guarantor or any securities convertible into or exercisable or exchangeable for such capital stock, or publicly announce an intention to effect any such transaction, for a period of 60 days after the date of the Underwriting Agreement, other than (i) Ordinary Shares disposed of as bona fide gifts approved by RBC Capital Markets, LLC. or (ii) sold by the Chief Accounting Officer of the Parent Guarantor pursuant to a trading plan under Rule 10b5-1 of the Exchange Act, in existence on the date hereof.

If for any reason the Underwriting Agreement shall be terminated prior to the Closing Date (as defined in the Underwriting Agreement), the agreement set forth above shall likewise be terminated.

Yours very truly,

[Signature of officer or director]

EXHIBIT B

List of lock-up parties:

(1) Mohamed A. Awad
(2) David J. Butters
(3) Dr. Bernard J. Duroc-Danner
(4) John D. Gass
(5) Sir Emyr Jones Parry
(6) Francis S. Kalman
(7) William E. Macaulay
(8) Robert K. Moses, Jr.
(9) Dr. Guillermo Ortiz
(10) Robert A. Rayne
(11) Krishna Shivram
(12) Douglas M. Mills
(13) Antony J. Branch
(14) Lance Marklinger
(15) Christina Ibrahim

FORM OF OPINION OF COMPANY'S COUNSEL
TO BE DELIVERED PURSUANT TO
SECTION 6(b)

1. The Subsidiary Guarantor is a limited liability company under the Delaware Limited Liability Company Act (the "DLLCA") with limited liability company power and authority to own its properties and to conduct its business as described in the Registration Statement, the Preliminary Prospectus and the Final Prospectus. With your consent, based solely on certificates from public officials, we confirm that the Subsidiary Guarantor is validly existing and in good standing under the laws of the State of Delaware.

2. Assuming the Indenture has been duly authorized, executed and delivered by the Company, the Indenture is the legally valid and binding agreement of the Company, enforceable against the Company in accordance with its terms.

2. Assuming the Indenture has been duly authorized, executed and delivered by the Parent Guarantor, the Indenture, including the Parent Guarantee contained therein, is the legally valid and binding agreement of the Parent Guarantor, enforceable against the Parent Guarantor in accordance with its terms.

3. The execution, delivery and performance of the Indenture have been duly authorized by all necessary limited liability company action of the Subsidiary Guarantor, and the Indenture, including the Subsidiary Guarantee contained therein, has been duly executed and delivered by the Subsidiary Guarantor and is the legally valid and binding agreement of the Subsidiary Guarantor, enforceable against the Subsidiary Guarantor in accordance with its terms.

4. Assuming the Notes have been duly authorized, when executed, issued and authenticated in accordance with the terms of the Indenture and delivered and paid for in accordance with the terms of the Underwriting Agreement, will be legally valid and binding obligations of the Company, enforceable against the Company in accordance with their terms.

5. The Indenture has been qualified under the Trust Indenture Act of 1939, as amended.

6. The execution and delivery of the Underwriting Agreement and the Indenture, and the issuance and sale of the Securities by the Company to you and the other Underwriters pursuant to the Underwriting Agreement do not on the date hereof:

(i) violate any federal, New York or Texas statute, rule or regulation applicable to the Company or violate the DLLCA;

(ii) result in the breach of or a default under any of the Specified Agreements[1]; or

(iii) require any consents, approvals, or authorizations to be obtained by the Company from, or any registrations, declarations or filings to be made by the Company with, any governmental authority under any federal, New York or Texas statute, rule or regulation applicable to the Company or the DLLCA on or prior to the date hereof that have not been obtained or made.

7. The Registration Statement has become effective under the Act. With your consent, based solely on a review of a list of stop orders on the Commission's website at http://www.sec.gov/litigation/stoporders.shtml, we confirm that no stop order suspending the effectiveness of the Registration Statement has been issued under the Act and no proceedings therefor have been initiated by the Commission. The Preliminary Prospectus has been filed in accordance with Rule 424(b) under the Act, the Prospectus has been filed in accordance with Rule 424(b) and 430B under the Act, and the specified Issuer Free Writing Prospectus has been filed in accordance with Rule 433(d) under the Act.

8. The Registration Statement at [●], including the information deemed to be a part thereof pursuant to Rule 430B under the Act, and the Prospectus, as of its date, each appeared on their face to be appropriately responsive in all material respects to the applicable form requirements for registration statements on Form S-3 under the Act and the rules and regulations thereunder; it being understood, however, that we express no view with respect to Regulation S-T or the financial statements, schedules, or other financial data, included in, incorporated by reference in, or omitted from, the Registration Statement or the Prospectus. For purposes of this paragraph, we have assumed that the statements made in the Registration Statement and the Prospectus are correct and complete.

9 (A) The statements in the Prospectus under the caption "Description of Notes," insofar as they purport to describe or summarize certain provisions of the documents referred to therein, are accurate descriptions or summaries in all material respects and (B) the statements under the caption "Material United States Federal Income Tax Considerations" in the Disclosure Package and the Registration Statement, insofar as such statements purport to constitute summaries of United States federal income tax law and regulations or legal conclusions with respect thereto, constitute accurate summaries of the matters described therein in all material respects.

10. Each of the Company and Parent Guarantor is not, and immediately after giving effect to the sale of the Securities in accordance with the Underwriting Agreement and the application of the proceeds as described in the Prospectus under the caption "Use of Proceeds," will not be required to be, registered as an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

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1 NTD: List will include debt documents filed as exhibits to the Exchange Act filings.

FORM OF NEGATIVE ASSURANCE LETTER OF COMPANY'S COUNSEL
TO BE DELIVERED PURSUANT TO
SECTION 6(b)

The primary purpose of our professional engagement was not to establish or confirm factual matters or financial or quantitative information. Therefore, we are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of the statements contained in, or incorporated by reference in, the Registration Statement, the Preliminary Prospectus, any Specified IFWP, the Final Prospectus or the Incorporated Documents[2] (except to the extent expressly set forth in the numbered paragraph 8 of our letter to the Underwriters of even date), and have not made an independent check or verification thereof (except as aforesaid). However, in the course of acting as special counsel to the Company and the Guarantors in connection with the preparation by the Company and the Guarantors of the Registration Statement, the Preliminary Prospectus, each Specified IFWP, and the Final Prospectus, we reviewed the Registration Statement, the Preliminary Prospectus, the Specified IFWP, the Final Prospectus and the Incorporated Documents, and participated in conferences and telephone conversations with officers and other representatives of the Company and the Guarantors, the independent public accountants for the Company and the Guarantors, representatives of the Underwriters, and the Underwriters' counsel, during which conferences and conversations the contents of the Registration Statement, the Preliminary Prospectus, the Specified IFWP and the Final Prospectus and related matters were discussed. Such counsel also reviewed and relied upon certain corporate records and documents, letters from counsel and accountants, and oral and written statements of officers and other representatives of the Company and the Guarantors and others as to the existence and consequence of certain factual and other matters.

Based on our participation, review and reliance as described above, we advise you that no facts came to our attention that caused us to believe that:

- the Registration Statement, as of the most recent effective date, including the information deemed to be a part of the Registration Statement pursuant to Rule 430B under the Act (together with the Incorporated Documents at that time), contained an untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein not misleading;
- the Preliminary Prospectus, as of June 1, 2016 (together with the Incorporated Documents at that date and the Specified IFWP), when taken together with the Pricing Information Annex, contained an untrue statement of a material fact or omitted to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

[2] Incorporated Documents" means "the reports filed by the Parent Guarantor with the SEC and, in each case giving effect to Rule 412 under the Act, incorporated in the Registration Statement, the Preliminary Prospectus, or the Final Prospectus by reference"

- the Final Prospectus, as of its date or as of the date hereto, (together with the Incorporated Documents at that those dates), contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

it being understood that we express no belief with respect to the financial statements, schedules, or other financial data included or incorporated by reference in, or omitted from, the Registration Statement, the Preliminary Prospectus, the Specified IFWPs, the Pricing Information Annex, the Final Prospectus, the Incorporated Documents, or the Form T-1.

FORM OF OPINION OF COMPANY'S AND PARENT GUARANTOR'S IN-HOUSE COUNSEL
TO BE DELIVERED PURSUANT TO
SECTION 6(c)

(i) To my knowledge, there is no action, suit or proceeding before or by any government, governmental instrumentality or court, domestic or foreign, now pending or threatened against or affecting the Company, the Guarantors or any of their respective subsidiaries, or to which any of their respective properties are subject, that are of a character required to be described in the Registration Statement, the Disclosure Package or the Final Prospectus that are not so described.

(ii) The (i) execution and delivery of, and the performance by each of the Company and the Guarantors of its respective obligations under, the Underwriting Agreement, the Indenture and the Securities (collectively, the "Transaction Agreements"), (ii) consummation of the transactions contemplated in the Underwriting Agreement (including the use of the proceeds from the sale of the Securities as described in the Final Prospectus under the caption "Use of Proceeds"), and (iii) compliance by each of the Company and the Guarantors with its respective obligations under the Transaction Agreements, and the fulfillment of the terms under the Transaction Agreements, including the issuance of the Ordinary Shares upon the exchange of the Securities, do not and will not, whether with or without the giving of notice or lapse of time or both, constitute a breach of, or default or Repayment Event (as defined in Section 1(a)(t) of the Underwriting Agreement) under any indenture, mortgage, deed of trust, loan or credit agreement, note, lease or any other agreement or instrument, known to me, to which the Company, the Guarantors or any of their respective subsidiaries is a party or by which any of them may be bound (excluding the Specified Agreements covered by the opinion of Latham & Watkins LLP), or to which any of the property or assets of the Company, the Guarantors or any of their respective subsidiaries is subject (except for such breaches, defaults or Repayment Events that would not reasonably be expected to have a Material Adverse Effect, or in the case of the Guarantors, a Parent Guarantor Material Adverse Effect), nor will such action result in any violation of the provisions of the charter or by-laws or other governing documents of the Company, the Guarantors or any of the Scheduled Subsidiaries or any applicable law, judgment, order, writ or decree known to me of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Company, the Guarantors or any of their respective subsidiaries or any of their respective properties, assets or operations.

(iii) All descriptions in the Registration Statement of contracts and other documents to which the Company, the Guarantors or any of their respective subsidiaries is a party are fair summaries in all material respects; and to my knowledge, there are no franchises, contracts, indentures, mortgages, loan agreements, notes, leases or other instruments required to be described or referred to in the Registration Statement or to be filed as exhibits to the Registration Statement, other than those described or referred to therein or filed or incorporated by reference as exhibits thereto.

The opinions expressed above are limited to matters governed by the federal laws of the United States of America, the laws of the State of Texas and the General Corporation Law of the State of Delaware. In addition, this opinion is subject to customary exceptions and qualifications.

FORM OF OPINION OF COMPANY COUNSEL
TO BE DELIVERED PURSUANT TO
SECTION 6(d)

(i) The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority, or to pay any Bermuda government fee or tax, which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).

(ii) The Company has the necessary corporate power and authority to enter into and perform its obligations under the Underwriting Agreement, the Indenture and the Notes (collectively, the "Documents") and the necessary corporate power to conduct its business as described under the captions "About Us" in the Base Prospectus and "Prospectus Supplement Summary –Overview" in the Preliminary Prospectus and the Final Prospectus. The execution and delivery of the Documents by the Company and the performance by the Company of its obligations thereunder will not violate the memorandum of association or bye-laws of the Company nor any applicable law, regulation, order or decree in Bermuda.

(iii) The Company has taken all corporate action required to authorise its execution, delivery and performance of the Documents. The Documents have been duly executed and delivered by or on behalf of the Company and constitute the valid, binding and enforceable obligations of the Company, enforceable against the Company in accordance with the terms thereof.

(iv) No order, consent, approval, licence, authorisation or validation of, filing with or exemption by any government or public body or authority of Bermuda or any sub-division thereof is required to authorise or is required in connection with the execution, delivery, performance and enforcement of the Documents, except such as have been duly obtained in accordance with Bermuda law.

(v) It is not necessary or desirable to ensure the enforceability in Bermuda of the Documents that they be registered in any register kept by, or filed with, any governmental authority or regulatory body in Bermuda. However, to the extent that any of the Documents creates a charge over assets of the Company, it may be desirable to ensure the priority in Bermuda of the charge that it be registered in the Register of Charges in accordance with Section 55 of the Companies Act 1981. On registration, to the extent that Bermuda law governs the priority of a charge, such charge will have priority in Bermuda over any unregistered charges, and over any subsequently registered charges, in respect of the assets which are the subject of the charge. A registration fee of $603 will be payable in respect of the registration.

While there is no exhaustive definition of a charge under Bermuda law, a charge includes any interest created in property by way of security (including any mortgage, assignment, pledge, lien or hypothecation). As the Documents are governed by the laws of the State of New York (the "Foreign Laws"), the question of whether they create such an interest in property would be determined under the Foreign Laws.

(vi) The Documents will not be subject to ad valorem stamp duty in Bermuda and no registration, documentary, recording, transfer or other similar tax, fee or charge is payable in Bermuda in connection with the execution, delivery, filing, registration or performance of the Documents other than as stated in paragraph 5 hereof.

(vii) Based solely upon a review of the register of members of the Company dated [●], 2016, the issued share capital of the Company consists of [●] common shares, par value US$1.00, each of which is validly issued, fully paid and non-assessable (which term when used herein means that no further sums are required to be paid by the holders thereof in connection with the issue thereof). The issued shares of the Company are not subject to any statutory pre-emptive or similar statutory rights.

(viii) The statements contained in the Preliminary Prospectus and the Final Prospectus under the caption "Certain Bermuda Tax Considerations" and in the Base Prospectus under the caption "Item 15—Indemnification of Directors and Officers" of the Registration Statement, to the extent that they constitute statements of Bermuda law, are accurate in all material respects.

(ix) Based solely on a search of the public records in respect of the Company maintained at the offices of the Registrar of Companies at [●] on [●], 2016 (which would not reveal details of matters which have not been lodged for registration or have been lodged for registration but not actually registered at the time of our search) and a search of the Cause Book of the Supreme Court of Bermuda conducted at [●] on [●], 2016 (which would not reveal details of proceedings which have been filed but not actually entered in the Cause Book at the time of our search), no details have been registered of any steps taken in Bermuda for the appointment of a receiver or liquidator to, or for the winding-up, dissolution, reconstruction or reorganisation of, the Company, though it should be noted that the public files maintained by the Registrar of Companies do not reveal whether a winding up petition or application to the Court for the appointment of a receiver has been presented and entries in the Cause Book may not specify the nature of the relevant proceedings.

(x) The choice of the Foreign Laws as the governing law of the Documents is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws (i) which such court considers to be procedural in nature, (ii) which are revenue or penal laws or (iii) the application of which would be inconsistent

with public policy, as such term is interpreted under the laws of Bermuda. The submission in the Underwriting Agreement and the Indenture to the non-exclusive jurisdiction of the courts specified therein (the "Foreign Courts"), and the appointment of CT Corporation Systems by the Company as its agent for service of legal process in connection with proceedings in the Foreign Courts pursuant to the Underwriting Agreement, is valid and binding upon the Company.

(xi) The courts of Bermuda would recognise as a valid judgment, a final and conclusive judgment in personam obtained in the Foreign Courts against the Company based upon the Documents under which a sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) and would give a judgment based thereon provided that (a) such courts had proper jurisdiction over the parties subject to such judgment, (b) such courts did not contravene the rules of natural justice of Bermuda, (c) such judgment was not obtained by fraud, (d) the enforcement of the judgment would not be contrary to the public policy of Bermuda, (e) no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of Bermuda and (f) there is due compliance with the correct procedures under the laws of Bermuda.

(xii) There is no income or other tax of Bermuda imposed by withholding or otherwise on any payment to be made by the Company or either of the Guarantors to the holders of the Notes.

(xiii) The Company has been designated as non-resident of Bermuda for the purposes of the Exchange Control Act, 1972 and, as such, is free to acquire, hold, transfer and sell foreign currency (including the payment of dividends or other distributions) and securities without restriction.

(xiv) The Company is not entitled to any immunity under the laws of Bermuda, whether characterised as sovereign immunity or otherwise, from any legal proceedings to enforce the Documents in respect of itself or its property.

(xv) The obligations of the Company under the Notes will rank at least pari passu in priority of payment with all other unsecured senior indebtedness of the Company, other than indebtedness which is preferred by virtue of any provision of the laws of Bermuda of general application.

FORM OF OPINION OF PARENT GUARANTOR'S COUNSEL
TO BE DELIVERED PURSUANT TO
SECTION 6(e)

(a) the Parent Guarantor is a public company duly incorporated with limited liability under the laws of Ireland. The Parent Guarantor is incorporated for an indefinite period as a separate legal entity and is subject to suit in its own name. Based upon the Searches, no steps have been taken under the laws of Ireland to appoint a receiver, liquidator or examiner to or to wind up the Parent Guarantor;

(b) the Parent Guarantor has full power to enter into the Documents and to exercise its rights and perform its obligations thereunder and all corporate action required to authorise the execution and delivery of the Documents and its performance of its obligations thereunder has been taken;

(c) the execution and delivery by the Parent Guarantor of the Documents and its exercise of its rights and performance of its obligations thereunder (including the issue of Ordinary Shares) will not violate (i) any existing law or regulation of Ireland applicable to companies generally or (ii) any provision of its Constitution;

(d) the Documents have been duly executed by the Parent Guarantor and the Documents and the obligations undertaken thereunder by the Parent Guarantor constitute legal, valid, binding and enforceable obligations of the Parent Guarantor;

(e) the Parent's Guarantor's authorized share capital is as out in the Prospectus Supplement; the rights of the Ordinary Shares conform to the description thereof contained in the Prospectus Supplement under the caption "*Description of Weatherford Ireland's Ordinary Shares*"; the Ordinary Shares initially issuable on the exchange of the Securities in accordance with the terms of the Documents have been duly authorized and, when paid to at least their nominal value in accordance with the Documents and issued, will be validly issued, fully paid and non-assessable ("**non-assessable**" is a phrase which has no meaning under Irish law, but, for the purposes of this Opinion, shall mean the registered holders of such shares are not liable under Irish law, solely by virtue of their shareholding, for the payment of any further amounts of capital on such shares); the board of directors of the Parent Guarantor has duly and validly adopted resolutions reserving such Ordinary Shares for issuance upon such exchange of the Securities; and the holders of the issued shares of the Parent Guarantor are not entitled to pre-emptive or other rights to subscribe for such Ordinary Shares issuable upon exchange thereof;

(f) it is not necessary under the laws of Ireland in order to ensure the legality, validity, enforceability or admissibility in evidence of the Documents in Ireland or to permit the Parent Guarantor to perform its obligations under the Documents that any approval, consent, licence, authorisation or exemption be obtained from any court or governmental or regulatory authority in Ireland or that the Documents or any particulars of them be filed, registered, recorded, enrolled or notarised with, in or by any such court or authority;

(g) the Documents will not be subject to stamp duty in Ireland and no registration, documentary, recording, transfer or other similar tax, fee or charge is payable in Ireland in connection with the execution, delivery, filing, registration or performance of the Documents or in connection with the admissibility in evidence thereof (other than ordinary court filing fees);

(h) the statements contained in the Prospectus Supplement under the caption "Certain Irish Tax Considerations" and "*Description of Weatherford's Ordinary Shares*", to the extent that they constitute statements of Irish law or summaries of any provisions of the Constitution or certain rights of the Ordinary Shares, are accurate in all material respects;

(i) in any proceedings taken in Ireland for the enforcement of the obligations of the Parent Guarantor under the Documents, the courts of Ireland would recognise the choice of the law of the State of New York applicable to contracts made and to be performed within the State of New York as the governing law of the contractual rights and obligations of the parties under the Documents in each case in accordance with and subject to the provisions of Council Regulations (EC) No 593/2008 on the Law Applicable to Contractual Obligations;

(j) the submission in the Documents by the Parent Guarantor to the non-exclusive jurisdiction of any federal or New York State court located in the City of New York is valid and binding on the Parent Guarantor;

(k) any judgment obtained against the Parent Guarantor in any federal or New York State court located in the City of New York (a "**Non EU / EFTA Judgment**") relating to any of the Documents should be recognised and enforced by the courts of Ireland subject to first obtaining by way of a new action an order from the Irish courts which would be granted on proper proof of the Non EU / EFTA Judgment without any retrial or examination of the merits of the case provided that:

(1) the Non EU / EFTA Judgment is for a definite sum of money and is final and conclusive;

(2) the state or federal court located in the City of New York had competent jurisdiction;

(3) the Non EU / EFTA Judgment has not been obtained or alleged to have been obtained by fraud;

(4) procedural rules of the court giving the Non EU / EFTA Judgment have been observed;

(5) the Non EU / EFTA Judgment is not contrary to public policy or natural or constitutional justice;

(6) the Non EU / EFTA Judgment is not inconsistent with a judgment of the court of Ireland in relation to the same matter;

(7) the Irish courts have jurisdiction over the matter; and

(8) enforcement proceedings are instituted in Ireland by way of the new action within six years of the date of the Non EU / EFTA Judgment;

(l) there is no income or other tax of Ireland imposed by withholding or otherwise on any payment to be made by the Company or Parent Guarantor to the holders of the Notes;

(m) the Parent Guarantor is not entitled to any form of immunity from legal proceedings, jurisdiction or execution of judgments;

(n) any indebtedness of the Parent Guarantor under the Ireland Guarantee will rank at least *pari passu* in point of priority with the claims of its other unsecured creditors, subject to any statutory priorities or contractual subordination of its other creditors and subject to limitations imposed by bankruptcy, reorganisation, insolvency or other similar laws of general application relating to or affecting the enforcement of creditors' rights;

(o) on the basis of certain assumptions to which you have agreed, the offer of the Underwritten Notes in accordance with the terms of the Documents does not require the publication of a prospectus pursuant to the Directive 2003/71/EC (as amended) and the relevant implementing measures in Ireland; and

(p) the Representatives will not be deemed to be resident, domiciled or carrying on business in Ireland for Irish tax purposes by reason only of the execution, performance and / or enforcement of the Documents by the Representatives.

The opinions expressed above are limited to matters governed by the laws of Ireland. In addition, this opinion is subject to certain assumptions, exceptions and qualifications to which you have agreed.

FORM OF OPINION OF PARENT GUARANTOR'S SPECIAL ADVISOR
TO BE DELIVERED PURSUANT TO
SECTION 6(f)

Subject to certain assumptions, qualifications and limitations, with such assumptions, qualifications and limitations to be reasonably acceptable to the underwriters, counsel shall deliver to the underwriters the following opinions.

(i) The Documents will not be subject to ad valorem stamp duty in Switzerland and no registration, documentary, recording, transfer or other similar tax, fee or charge is payable in Switzerland in connection with the execution, delivery, filing, registration or performance of the Documents or in connection with the admissibility in evidence thereof (other than ordinary court filing fees). For the avoidance of doubt, the issuance of new Ordinary Shares upon a possible exchange of the Exchangeable Senior Notes is subject to Swiss issuance stamp duty of 1%. This duty will be borne by Weatherford International plc.

(ii) The statements contained in the Prospectus Supplement under the caption "Material Swiss Tax Considerations" are accurate in all material respects.

(iii) There is no Swiss income or Swiss Federal withholding tax on any payment relating to the Notes to be made by the Issuer or Weatherford International plc to a Non-Swiss holder, provided any such payment is not attributable to a permanent establishment, a fixed place of business or another taxable presence in Switzerland.

Exhibit 4.1

EXECUTION VERSION

WEATHERFORD INTERNATIONAL LTD., ***as the Company***

WEATHERFORD INTERNATIONAL PLC and WEATHERFORD INTERNATIONAL, LLC, ***as Guarantors***

NINTH SUPPLEMENTAL INDENTURE

Dated as of June 7, 2016

to

INDENTURE

Dated as of October 1, 2003

Related to 5.875% Exchangeable Senior Notes due 2021

DEUTSCHE BANK TRUST COMPANY AMERICAS, ***as Trustee***

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EXHIBIT

Ninth Supplemental Indenture dated as of June 7, 2016 (this "***Supplemental Indenture***") among WEATHERFORD INTERNATIONAL LTD., a Bermuda exempted company (the "***Company***," as more fully set forth in Section 1.01), WEATHERFORD INTERNATIONAL PLC, an Irish public limited company (the "***Parent***"), and WEATHERFORD INTERNATIONAL, LLC, a Delaware limited liability company (together with the Parent, the "***Guarantors***") and DEUTSCHE BANK TRUST COMPANY AMERICAS, a national banking association, as trustee (the "***Trustee***," as more fully set forth in Section 1.01) supplementing the Base Indenture (as defined below).

W I T N E S S E T H:

WHEREAS, the Company, Weatherford International, Inc. and the Trustee executed and delivered an Indenture, dated as of October 1, 2003 (the "***Base Indenture***," and, as heretofore supplemented and as further supplemented or amended with respect to the Notes (as defined herein), including as supplemented or amended hereby, the "***Indenture***"), to provide for the issuance by the Company from time to time of Securities; and

WHEREAS, Section 2.1, Section 3.1 and Section 9.1(8) of the Base Indenture provide that the Company and the Trustee, at any time and from time to time, may enter into one or more indentures supplemental to the Base Indenture, without the consent of any Holders (as defined in the Base Indenture), to, among other things, establish the form and terms and conditions of, and issue, Securities of any series as permitted by the Base Indenture; and

WHEREAS, the Company has duly authorized the issuance of its 5.875% Exchangeable Senior Notes due 2021 (the "***Notes***"), initially in an aggregate principal amount not to exceed one billion two hundred sixty five million dollars ($1,265,000,000), and, in order to provide the terms and conditions upon which the Notes are to be authenticated, issued and delivered, the Company has duly authorized the execution and delivery of this Supplemental Indenture.

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in order to declare the terms and conditions upon which the Notes are, and are to be, authenticated, issued and delivered, and in consideration of the premises and of the purchase and acceptance of the Notes by the Holders thereof, the Company and the Guarantors covenant and agree with the Trustee for the equal and proportionate benefit of the respective Holders from time to time of the Notes (except as otherwise provided below), as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. *Definitions*. For all purposes of the Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) the terms defined in this Section 1.01 shall have the respective meanings assigned to them in this Section 1.01 and include the plural as well as the singular and, to the extent applicable, supersede the definitions thereof in the Base Indenture;

(b) all words, terms and phrases defined in the Base Indenture (but not otherwise defined herein) shall have the same meanings as in the Base Indenture; and

(c) the words "herein," "hereof" and "hereunder" and other words of similar import (i) when used with regard to any specified Article, Section or subdivision, refer to such Article, Section or subdivision of this Supplemental Indenture and (ii) otherwise, refer to this Supplemental Indenture as a whole and not to any particular Article, Section or subdivision.

"***Additional Amounts***" shall have the meaning specified in Section 4.03.

"***Additional Shares***" shall have the meaning specified in Section 8.03(a).

"***Agent***" means any Security Registrar, Paying Agent, Notice Agent, Exchange Agent or Bid Solicitation Agent.

"***Applicable Law***" shall have the meaning specified in Section 12.11.

"***Applicable Taxes***" shall have the meaning specified in Section 4.03.

"***Authorized Denomination***" means, with respect to a Note, a principal amount thereof equal to $1,000 or any integral multiple of $1,000 in excess thereof.

"***Averaging Period***" shall have the meaning specified in Section 8.04(e).

"***Bankruptcy Law***" means Title 11, United States Code, or any similar U.S. federal or state or non-U.S. law for the relief of debtors.

"***Base Indenture***" shall have the meaning specified in the first paragraph of the recitals of this Supplemental Indenture.

"***Bid Solicitation Agent***" means the Person appointed by the Company to solicit bids for the Trading Price of the Notes in accordance with Section 8.01(b)(ii). The Company shall act as the initial Bid Solicitation Agent but may appoint any other Person to act as Bid Solicitation Agent without prior notice.

"***Business Day***" means any day other than a Saturday, a Sunday or a day on which the Federal Reserve Bank of New York is, or banks in a place of payment are, authorized or required by law or executive order to close or be closed.

"***Cash Settlement***" shall have the meaning specified in Section 8.02(a).

"***Close of Business***" means 5:00 p.m. (New York City time).

"***Code***" means the U.S. Internal Revenue Code of 1986, as amended.

"***Combination Settlement***" shall have the meaning specified in Section 8.02(a).

"***Common Equity***" of any Person means Capital Stock of such Person that is generally entitled (a) to vote in the election of directors of such Person or (b) if such Person is not a corporation, to vote or otherwise participate in the selection of the governing body, partners, managers or others that will control the management or policies of such Person.

"***Company***" shall have the meaning specified in the first paragraph of this Supplemental Indenture, and subject to Article 7, shall include its successors and assigns.

"***Corporate Trust Office***" means, with respect to the Notes, the office of the Trustee at which at any time its corporate trust business shall be administered, which office at the date hereof is located at 60 Wall Street, MS NYC60-1630, New York, New York 10005, Attn: Corporates Team - Weatherford International or such other address as the Trustee may designate from time to time by notice to the Holders and the Company, or the principal corporate trust office of any successor Trustee (or such other address as such successor Trustee may designate from time to time by notice to the Holders and the Company).

"***Daily Exchange Value***" means, with respect to any VWAP Trading Day, one-fortieth (1/40th) of the product of (1) the Exchange Rate on such VWAP Trading Day and (2) the Daily VWAP per Ordinary Share on such VWAP Trading Day.

"***Daily Maximum Cash Amount***" means, with respect to any Exchange of Notes. the quotient obtained by dividing (a) the applicable Specified Dollar Amount (if any), by (b) forty (40).

"***Daily Settlement Amount***," means, with respect to any VWAP Trading Day:

(a) cash in an amount equal to the lesser of (i) the Daily Maximum Cash Amount and (ii) the Daily Exchange Value on such VWAP Trading Day; and

(b) if such Daily Exchange Value exceeds such Daily Maximum Cash Amount, a number of Ordinary Shares equal to the quotient obtained by dividing (i) the excess of such Daily Exchange Value over such Daily Maximum Cash Amount by (ii) the Daily VWAP for such VWAP Trading Day.

"***Daily VWAP***" means, for any VWAP Trading Day, the per share volume-weighted average price of the Ordinary Shares as displayed under the heading "Bloomberg VWAP" on Bloomberg page "WFT <equity> AQR" (or its equivalent successor if such page is not available) in respect of the period from the scheduled open of trading until the scheduled close of trading of the primary trading session on such VWAP Trading Day (or if such volume-weighted average price is unavailable, the market value of one (1) share of the Company's Ordinary Shares on such VWAP Trading Day determined, using a volume-weighted average method, by a nationally recognized independent investment banking firm retained for this purpose by the Company, which may include any of the underwriters). The "Daily VWAP" shall be determined without regard to after-hours trading or any other trading outside of the regular trading session trading hours.

"***Default***" means any event that is (or, after notice, passage of time or both, would be) an Event of Default.

"***Default Settlement Method***" means Combination Settlement with a Specified Dollar Amount of $1,000 per $1,000 principal amount of Notes; *provided, however*, that the Company may, from time to time, change the Default Settlement Method by sending notice of the new Default Settlement Method to the Holders, the Trustee and the Exchange Agent.

"***Depositary Procedures***" means, with respect to any exchange, transfer, exchange or transaction involving a Global Note or any beneficial interest therein, the rules and procedures of the Depositary applicable to such transfer, exchange or transaction.

"***Distributed Property***" shall have the meaning specified in Section 8.04(c).

"***Effective Date***" means the first date on which Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, reflecting the relevant share subdivision or share consolidation, as applicable.

"***Exchange Act***" means the Securities Exchange Act of 1935, as amended, and the rules and regulations promulgated thereunder.

"***Event of Default***" shall have the meaning specified in Section 5.02.

"***Exchange Agent***" means the office or agency maintained by the Company where the Notes may be surrendered for exchange. The Trustee shall act as the initial Exchange Agent.

"***Exchange Consideration***" has the meaning specified in Section 8.02(b).

"***Exchange Date***" shall have the meaning specified in Section 8.02(d).

"***Exchange Obligation***" shall have the meaning specified in Section 8.01(a).

"***Exchange Price***" means as of any time, $1,000, *divided by* the Exchange Rate as of such time.

"***Exchange Rate***" shall have the meaning specified in Section 8.01(a).

"***Exchange Settlement Date***" means the date the Company is required to deliver the Exchange Consideration due upon the exchange of a Note.

"***Ex-Dividend Date***" means the first date on which Ordinary Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance, dividend or distribution in question, from the Parent or, if applicable, from the seller of Ordinary Shares on such exchange or market (in the form of due bills or otherwise) as determined by such exchange or market.

"***Expiration Date***" shall have the meaning specified in Section 8.04(e).

"***Expiration Time***" shall have the meaning specified in Section 8.04(e).

"***Fundamental Change***" shall be deemed to have occurred at the time after the Notes are originally issued if any of the following occurs:

(a) the Ordinary Shares or other common equity securities into which the Notes are exchangeable cease to be listed for trading on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors);

(b) a "person" or "group" within the meaning of Section 13(d) of the Exchange Act, other than the Parent, the Company or their respective Wholly Owned Subsidiaries, files a Schedule TO or any schedule, form or report under the Exchange Act disclosing that such person or group has become the direct or indirect "beneficial owner," as defined in Rule 13d-3 under the Exchange Act, of the Parent's Common Equity representing more than fifty percent (50%) of the voting power of the Parent's Common Equity;

(c) the consummation of (i) any sale, lease or other transfer of the consolidated assets of the Parent's and the Parent's subsidiaries, substantially as an entirety, to any Person (other than the Company); or (ii) any transaction or series of related transactions in connection with which (whether by means of a liquidation, share exchange, tender offer, consolidation, recapitalization, reclassification, amalgamation or merger of the Parent or otherwise) all or substantially all of the Ordinary Shares are exchanged for, converted into or constitute solely the right to receive cash, other securities or other property, except that a transaction or event described in this clause (ii) pursuant to which the Persons that directly or indirectly "beneficially owned" (as defined above) all classes of the Parent's Common Equity immediately before such transaction directly or indirectly "beneficially own" (as defined above), immediately after such transaction or event, more than 50% of all classes of Common Equity of the surviving, continuing or acquiring company or other transferee (or the parent thereof) in substantially the same proportions vis-à-vis each other as immediately before such transaction or event will be deemed not to be a fundamental change pursuant to this clause (c); or

(d) the stockholders of the Parent approve any plan or proposal for the liquidation or dissolution of the Parent;

provided, *however*, that a transaction or transactions described in clause (a) or (b) above shall not constitute a Fundamental Change, if at least ninety percent (90%) of the consideration received or to be received by the holders of Ordinary Shares (excluding cash payments for fractional shares or pursuant to dissenter's rights) in connection with such transaction or transactions consists of shares of common equity listed (or depositary receipts representing shares of common equity, which depositary receipts are listed) on any of The New York Stock Exchange, The NASDAQ Global Select Market or The NASDAQ Global Market (or any of their respective successors) or will be so listed or when issued or exchanged in connection with such transaction or transactions, and such transaction or event constitutes an Ordinary Share Change Event whose Reference Property consists of such consideration.

"***Fundamental Change Repurchase Date***" means the date fixed for the repurchase of any Notes by the Company pursuant to a Repurchase Upon Fundamental Change.

"***Fundamental Change Repurchase Notice***" shall have the meaning specified in Section 9.01(d).

"***Fundamental Change Repurchase Price***" means the cash price payable by the Company to repurchase any Note upon its Repurchase Upon Fundamental Change, calculated pursuant to Section 9.01(b).

"***Fundamental Change Repurchase Right***" shall have the meaning specified in Section 9.01(a).

"***Global Note***" means any Note that is a Global Security.

"***Guarantee***" means the guarantee by each Guarantor of the Company's obligations under the Indenture and the Notes pursuant to Article 11.

"***Guaranteed Obligations***" shall have the meaning specified in Section 11.02(a).

"***Guarantor***" means the Persons named as such in the first paragraph of this Supplemental Indenture and, subject to Article 7, successors and assigns of such Persons. For the avoidance of doubt, the Guarantors (as defined herein) will, subject to Article 7, be the sole "Guarantors" (as defined in the Base Indenture) for purposes of the Notes.

"***Holder***," as used in this Supplemental Indenture, means any Person in whose name at the time a particular Note is registered in the books of the Registrar.

"***Indenture***" shall have the meaning specified in the first paragraph of the recitals of this Supplemental Indenture.

"***Interest Payment Date***" means each July 1 and January 1 of each year, beginning on January 1, 2017.

"***Last Reported Sale Price***" of the Ordinary Shares on any Trading Day means the closing sale price per share (or if no closing sale price is reported, the average of the last bid and last ask prices or, if more than one in either case, the average of the average last bid and the average last ask prices) on that Trading Day as reported in composite transactions for the principal U.S. national or regional securities exchange on which the Ordinary Shares are traded. If the Ordinary Shares are not listed for trading on a U.S. national or regional securities exchange on the relevant Trading Day, the "Last Reported Sale Price" will be the last quoted bid price for the Ordinary Shares in the over-the-counter market on such Trading Day as reported by OTC Markets Group Inc. or a similar organization. If the Ordinary Shares are not so quoted, the "Last Reported Sale Price" will be the average of the mid-point of the last bid and last ask prices for the Ordinary Shares on such Trading Day from a nationally recognized independent investment banking firm selected by the Company for this purpose, which may include one of the underwriters. Any such determination will be conclusive absent manifest error.

"***Make-Whole Fundamental Change***" means (x) a Fundamental Change (determined after giving effect to the proviso immediately after clause (d) of the definition thereof, but without regard to the exclusion in clause (c) of the definition thereof) or (y) the Company providing a Redemption Notice pursuant to Section 10.03.

"***Make-Whole Fundamental Change Effective Date***" means (a) with respect to a Make-Whole Fundamental Change pursuant to clause (x) of the definition thereof, the date on which such Make-Whole Fundamental Change occurs or becomes effective; and (b) with respect to a Make-Whole Fundamental Change pursuant to clause (y) of the definition thereof, the applicable Redemption Notice Date.

"***Make-Whole Fundamental Change Exchange Period***" means:

(a) in the case of a Make-Whole Fundamental Change pursuant to clause (x) of the definition thereof, the period from, and including, the Make-Whole Fundamental Change Effective Date of such Make-Whole Fundamental Change to, and including, the thirty fifth (35th) Trading Day after such Make-Whole Fundamental Change Effective Date (or, if such Make-Whole Fundamental Change also constitutes a Fundamental Change, to, but excluding, the related Fundamental Change Repurchase Date); and

(b) in the case of a Make-Whole Fundamental Change pursuant to clause y) of the definition thereof, the period from, and including, the Redemption Notice Date for the related Redemption to, and including, the Business Day immediately before the related Redemption Date.

"***Market Disruption Event***" means, if the Ordinary Shares are listed for trading on the New York Stock Exchange, or listed on another U.S. national or regional securities exchange, the occurrence or existence during the one-half hour period ending on the scheduled close of trading on any Trading Day of any material suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the stock exchange or otherwise) in the Ordinary Shares or in any options, contracts or futures contracts relating to the Ordinary Shares.

"***Maturity Date***" means July 1, 2021.

"***Measurement Period***" shall have the meaning specified in Section 8.01(b)(ii).

"***Notes***" shall have the meaning specified in the third paragraph of the recitals of this Supplemental Indenture.

"***Notice of Exchange***" shall have the meaning specified in Section 8.02(c).

"***Observation Period***" with respect to any Note surrendered for exchange means: (a) subject to clause (b) below, if the Exchange Date for such Note occurs prior to January 1, 2021, the forty (40) consecutive VWAP Trading Days beginning on, and including, the second (2nd) VWAP Trading Day immediately succeeding such Exchange Date; (b) if the relevant Exchange Date occurs on or after the date of the Company's issuance of a Redemption Notice with respect to the Notes pursuant to Section 10.03 and prior to the relevant Redemption Date, the forty (40) consecutive VWAP Trading Days beginning on, and including, the forty-second (42nd) Scheduled Trading Day immediately preceding such Redemption Date; and (c) subject to clause

(b) above, if the relevant Exchange Date occurs on or after January 1, 2021, the forty (40) consecutive VWAP Trading Days beginning on, and including, the forty-second (42nd) Scheduled Trading Day immediately preceding the Maturity Date.

"***Open of Business***" means 9:00 a.m. (New York City time).

"***Ordinary Share Change Event***" shall have the meaning specified in Section 8.06(a).

"***Ordinary Shares***" means the ordinary shares of the Parent, par value $0.001 per share, subject to Section 8.06.

"***Parent***" shall have the meaning specified in the first paragraph of this Supplemental Indenture, and subject to Article 7, shall include its successors and assigns.

"***Physical Note***" means any Note that is not a Global Note.

"***Physical Settlement***" shall have the meaning specified in Section 8.02(a).

"***Redemption***" shall have the meaning specified in Section 10.02.

"***Redemption Date***" shall have the meaning specified in Section 10.03.

"***Redemption Notice***" shall have the meaning specified in Section 10.03.

"***Redemption Price***" means, for any Note to be redeemed pursuant to Section 10.01, one hundred percent (100%) of the principal amount of such Note, *plus* accrued and unpaid interest on such Note, to, but excluding, the Redemption Date (unless the Redemption Date falls after a Regular Record Date but on or prior to the immediately succeeding Interest Payment Date, in which case (a) the Holder of such Note at the Close of Business on such Regular Record Date will be entitled, notwithstanding such Redemption, to receive, on such Redemption Date, the unpaid interest that would have accrued on such Note to, but excluding, such Interest Payment Date and (b) the Redemption Price will not include accrued and unpaid interest on such Note to, but excluding, such Redemption Date).

"***Reference Property***" shall have the meaning specified in Section 8.06(a).

"***Reference Property Unit***" shall have the meaning specified in Section 8.06(a).

"***Regular Record Date***" means (a) with respect to an Interest Payment Date falling on July 1, the immediately preceding June 15; and (b) with respect to an Interest Payment Date falling on January 1, the immediately preceding December 15.

"***Relevant Taxing Jurisdiction***" shall have the meaning specified in Section 4.03.

"***Reporting Event of Default***" shall have the meaning specified in Section 5.13(a).

"***Scheduled Trading Day***" means a day that is scheduled to be a Trading Day on the principal U.S. national or regional securities exchange on which the Ordinary Shares are listed or admitted for trading. If the Ordinary Shares are not so listed or admitted for trading, "Scheduled Trading Day" means a Business Day.

"***Settlement Method***" means, with respect to any exchange of Notes, Physical Settlement, Cash Settlement or Combination Settlement.

"***Significant Subsidiary***" means a Subsidiary that meets the definition of "significant subsidiary" in Article 1, Rule 1-02 of Regulation S-X under the Exchange Act; *provided*, *however*, that, in the case of a Subsidiary that meets the criteria of clause (3) of the definition thereof but not clause (1) or (2) thereof, such Subsidiary shall not be deemed to be a Significant Subsidiary unless the Subsidiary's income (or loss) from continuing operations before income taxes, extraordinary items and cumulative effect of a change in accounting principles exclusively of amounts attributable to any non-controlling interest for the last completed fiscal year prior to the date of such determination exceeds one hundred million dollars ($100,000,000).

"***Special Interest***" means any interest that accrues on any Note pursuant to Section 5.13.

"***Specified Dollar Amount***" means, with respect to the exchange of any Note to which Combination Settlement applies, the maximum cash amount per $1,000 principal amount of Notes (excluding cash, if any, to be paid in lieu of any fractional shares) to be deliverable upon such exchange, as specified by the Company in its notice of the Settlement Method applicable to such exchange or as otherwise deemed to apply to such exchange as described above.

"***Spin-Off***" shall have the meaning specified in Section 8.04(c).

"***Stock Price***" means, for any Make-Whole Fundamental Change: (a) if the holders of Ordinary Shares receive only cash in consideration for their Ordinary Shares in such Make-Whole Fundamental Change and such Make-Whole Fundamental Change is pursuant to clause (c) of the definition of "Fundamental Change," then the Stock Price is the amount of cash paid per Ordinary Share in such Make-Whole Fundamental Change; and (b) in all other cases, the Stock Price is the average of the Last Reported Sale Prices per Ordinary Share for the five (5) consecutive Trading Days ending on, and including, the Trading Day immediately before the Make-Whole Fundamental Change Effective Date of such Make-Whole Fundamental Change.

"***Successor Company***" shall have the meaning specified in Section 7.02(a).

"***Supplemental Indenture***" shall have the meaning specified in the first paragraph of this Supplemental Indenture.

"***Swiss Financial Institution***" shall have the meaning specified in Section 4.03(c).

"***Tender/Exchange Offer Valuation Period***" shall have the meaning specified in Section 8.04(e).

"***Trading Day***" means a day on which (a) trading in the Ordinary Shares (or other security for which a Last Reported Sale Price must be determined) generally occurs on The New York Stock Exchange or, if the Ordinary Shares (or such other security) are not then listed on The New York Stock Exchange, on the principal other U.S. national or regional securities

exchange on which the Ordinary Shares (or such other security) are then listed or, if the Ordinary Shares (or such other security) are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Ordinary Shares (or such other security) are then traded; and (b) there is no Market Disruption Event, *provided*, *however*, that if the Ordinary Shares (or such other security) are not so listed or traded, "Trading Day" means a Business Day.

"***Trading Price***" of the Notes on any Trading Day means the average of the secondary market bid quotations, expressed as a cash amount per $1,000 principal amount of Notes, obtained by the Bid Solicitation Agent for one million dollars ($1,000,000) in principal amount of Notes at approximately 3:30 p.m., New York City time, on such Trading Day from three (3) nationally recognized independent securities dealers selected by the Company, which may include any of the underwriters; *provided*, *however*, that, if three (3) such bids cannot reasonably be obtained by the Bid Solicitation Agent but two (2) such bids are obtained, then the average of the two (2) bids will be used, and if only one (1) such bid can reasonably be obtained by the Bid Solicitation Agent, then that one (1) bid will be used. If, on any Trading Day, (a) the Bid Solicitation Agent cannot reasonably obtain at least one (1) bid for one million dollars ($1,000,000) in principal amount of Notes from a nationally recognized independent securities dealer; (b) the Company is not acting as the Bid Solicitation Agent and the Company fails to instruct the Bid Solicitation Agent to obtain bids when required; or (c) the Bid Solicitation Agent fails to solicit bids when required, then, in each case, the Trading Price per $1,000 principal amount of Notes on such Trading Day will be deemed to be less than ninety eight percent (98%) of the product of the Last Reported Sale Price per Ordinary Share on such Trading Day and the Exchange Rate on such Trading Day.

"***Trading Price Condition***" shall have the meaning specified in Section 8.01(b)(ii).

"***Transfer Taxes***" shall have the meaning specified in Section 4.03(d).

"***Valuation Period***" shall have the meaning specified in Section 8.04(c).

"***VWAP Market Disruption Event***" means, with respect to any date, (a) the failure by the principal U.S. national or regional securities exchange on which the Ordinary Shares are then listed, or, if the Ordinary Shares are not then listed on a U.S. national or regional securities exchange, the principal other market on which the Ordinary Shares are then traded, to open for trading during its regular trading session on such date; or (b) the occurrence or existence, for more than one half hour period in the aggregate, of any suspension or limitation imposed on trading (by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise) in the Ordinary Shares or in any options, contracts or future contracts relating to the Ordinary Shares, and such suspension or limitation occurs or exists at any time before 1:00 p.m., New York City time, on such date.

"***VWAP Trading Day***" means a day on which (a) there is no VWAP Market Disruption Event; and (b) trading in the Ordinary Shares generally occurs on the New York Stock Exchange or, if the Ordinary Shares are not then listed on the New York Stock Exchange, or the principal other U.S., national or regional securities exchange on which the Ordinary Shares are then listed or, if the Ordinary Shares are not then listed on a U.S. national or regional securities exchange, on the principal other market on which the Ordinary Shares are then traded. If the Ordinary Shares are not so listed or traded, then "VWAP Trading Day" means a Business Day.

Section 1.02. *References to Interest*. Unless the context otherwise requires, any reference to interest on, or in respect of, any Note in the Indenture shall be deemed to include Special Interest if, in such context, Special Interest is, was or would be payable pursuant to Section 5.13. Unless the context otherwise requires, any express mention of Special Interest in any provision hereof shall not be construed as excluding Special Interest in those provisions hereof where such express mention is not made.

ARTICLE 2
ISSUE, DESCRIPTION, EXECUTION, REGISTRATION AND EXCHANGE OF NOTES

Section 2.01. *Scope of Supplemental Indenture*. This Supplemental Indenture amends and supplements the provisions of the Base Indenture, to which provisions reference is hereby made. The changes, modifications and supplements to the Base Indenture effected by this Supplemental Indenture shall be applicable only with respect to, and shall only govern the terms of, the Notes, which may be issued from time to time in accordance herewith, and shall not apply to any other Securities that may be issued under the Base Indenture unless a supplemental indenture with respect to such other Securities specifically incorporates such changes, modifications and supplements. With respect to the Notes, the provisions of this Supplemental Indenture shall supersede any conflicting provisions in the Base Indenture.

Section 2.02. *Designation and Amount*. The Notes shall be designated as the "5.875% Exchangeable Senior Notes due 2021." The aggregate principal amount of Notes that may be authenticated and delivered under the Indenture is initially limited to one billion two hundred sixty five million dollars ($1,265,000,000), subject to Section 2.07 and except for Notes authenticated and delivered upon registration or transfer of, or in exchange for, or in lieu of other Notes pursuant to Section 3.4, Section 3.5 or Section 3.6 of the Base Indenture or pursuant to any provision of the Indenture that provides for the issuance and authentication of any Notes representing any un-exchanged, un-repurchased or un-redeemed portion of any Note to be exchanged pursuant to Article 8, repurchased pursuant to Article 9 or redeemed pursuant to Article 10.

Section 2.03. *Form of Notes.* The Notes and the Trustee's certificate of authentication to be borne by such Notes shall be substantially in the respective forms set forth in Exhibit A, the terms and provisions of which shall constitute, and are hereby expressly incorporated in and made a part of the Indenture. To the extent applicable, the Company and the Trustee, by their execution and delivery of the Indenture, expressly agree to such terms and provisions and to be bound thereby.

Section 2.04. *The Depositary*. The Depository Trust Company shall be the initial Depositary of the Notes.

Section 2.05. *Date and Denomination of Notes*; *Payments of Interest*. (a) The Notes shall be issuable in registered form without coupons only in Authorized Denominations. Each Note shall be dated the date of its authentication and shall bear interest from the date specified on

the face of such Note. Accrued interest on the Notes shall be computed on the basis of a 360-day year composed of twelve 30-day months and, for partial months, on the basis of actual days elapsed over a 30-day month.

(b) The person in whose name any Note is registered on the books of the Registrar at the Close of Business on any Regular Record Date with respect to any Interest Payment Date shall be entitled to receive the interest payable on such Interest Payment Date. Interest shall be payable at the office or agency of the Company maintained by the Company for such purposes, which shall initially be the Corporate Trust Office. The Company shall maintain a Paying Agent and Registrar, which may be changed by the Company without prior notice to the Holders, in a jurisdiction that is not obliged to withhold or deduct tax pursuant to the European Union Directive 2003/48/EC or any other directive implementing the conclusions of the ECOFIN Council meeting of 26 and 27 November 2000 on the taxation of savings income, or any law implementing, or complying with or introduced in order to conform to, such directive. The Company shall pay, or cause to be paid interest (i) on any Physical Note by check mailed to the Holder of Such Physical Note and (ii) on any Note that is a Global Note by wire transfer of immediately available funds to the account of the Depositary or its nominee.

Section 2.06. *Cancellation of Notes Exchanged*. For purposes of the Notes, ", exchange" shall be deemed to be inserted after the term "redemption" in Section 3.9 of the Base Indenture.

Section 2.07. *Additional Notes; Repurchases*. Notwithstanding anything in the Indenture or the Notes to the contrary, the Company may, without the consent of the Holders, issue Additional Notes hereunder with the same terms and with the same CUSIP as the Notes initially issued hereunder (other than differences in the issue price and the date from which interest will accrue) in an unlimited aggregate principal amount; *provided*, *however*, that if any such additional Notes are not fungible with the Notes initially issued hereunder for U.S. federal income tax purposes, such additional Notes shall have a separate CUSIP number. Prior to the issuance of any such additional Notes, the Company shall deliver to the Trustee a Company Order, an Officer's Certificate and an Opinion of Counsel, as the Trustee shall reasonably request. In addition, the Company and any Guarantor may, to the extent permitted by law, and directly or indirectly (regardless of whether such Notes are surrendered to the Company), repurchase Notes in the open market or otherwise, whether by the Company or its Subsidiaries or through a private repurchase or exchange or a public tender or exchange offer or through counterparties to private agreements, including by cash-settled swaps or other derivatives. The Company or such Guarantor, as applicable, shall cause any Notes so repurchased (other than Notes repurchased pursuant to cash-settled swaps or other derivatives) to be surrendered to the Trustee for cancellation in accordance with Section 3.9 of the Base Indenture.

Section 2.08. *Outstanding Notes*.

(a) *Generally*. For purposes of the Notes, a Note is Outstanding only to the extent provided in this Section 2.08. The Notes that are outstanding at any time will be deemed to be those Notes that, at such time, have been duly executed and authenticated, excluding those Notes (or portions thereof) that have theretofore been (i) cancelled by the Trustee or delivered to the Trustee for cancellation; (ii) assigned a principal amount of zero by notation on the "Schedule of Exchanges of Notes" forming part of any a Global Note representing such Note; (iii) paid in full in accordance with the Indenture; or (iv) deemed to cease to be outstanding to the extent provided in, and subject to, clause (b), (c) or (d) of this Section 2.08.

(b) *Replaced Notes*. If a Note is replaced pursuant to Section 3.6 of the Base Indenture, then such Note will cease to be outstanding at the time of its replacement, unless the Trustee and the Company receive proof reasonably satisfactory to them that such Note is held by a "*bona fide* purchaser" under applicable law.

(c) *Maturing Notes and Notes Called for Redemption or Subject to Repurchase*. If, on a Redemption Date, a Fundamental Change Repurchase Date or the Maturity Date, the Trustee or the Paying Agent holds money sufficient to pay the aggregate Redemption Price, Fundamental Change Repurchase Price or principal amount, respectively, together, in each case, with the aggregate interest, in each case due on such date, then (unless there occurs a Default in the payment of any such amount) (i) the Notes (or portions thereof) to be redeemed or repurchased, or that mature, on such date will be deemed, as of such date, to cease to be outstanding, except to the extent provided in the proviso to Section 9.01(b), in the proviso to the definition of Redemption Price or in Section 8.02(i); and (ii) the rights of the Holders of such Notes (or such portions thereof), as such, will terminate with respect to such Notes (or such portions thereof), other than the right to receive the Redemption Price, Fundamental Change Repurchase Price or principal amount, as applicable, of, and accrued and unpaid interest on, such Notes (or such portions thereof), in each case as provided in the Indenture.

(d) *Notes to Be Converted*. At the Close of Business on the Exchange Date for any Note (or any portion thereof) to be exchanged, such Note (or such portion) will (unless there occurs a Default in the delivery of the Exchange Consideration or interest due, pursuant to Section 8.02(b) or Section 8.02(i), upon such exchange) be deemed to cease to be outstanding, except to the extent provided in Section 8.02(i).

(e) *Cessation of Accrual of Interest*. Except as provided in the proviso to Section 9.01(b), in the proviso to the definition of Redemption Price or in Section 8.02(i), interest will cease to accrue on each Note from, and including, the date that such Note is deemed, pursuant to this Section 2.08, to cease to be outstanding, unless there occurs a default in the payment or delivery of any cash or other property due on such Note.

ARTICLE 3
SATISFACTION AND DISCHARGE

Section 3.01. *Satisfaction and Discharge*. For purposes of the Notes, this Section 3.01 shall replace in its entirety Article Four of the Base Indenture, and all references in the Base Indenture to Article Four thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Section 3.01 and the applicable provisions set forth in this Section 3.01, respectively. The Indenture shall, upon request of the Company contained in an Officer's Certificate, cease to be of further effect with respect to the Notes, and the Trustee, at the expense of the Company, shall execute proper instruments acknowledging satisfaction and discharge of the Indenture with respect to the Notes, when (a) (i) all Notes theretofore authenticated and delivered (other than (x) Notes which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 3.6 of the

Base Indenture and (y) Notes for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Company and thereafter repaid to the Company or discharged from such trust) have been delivered to the Trustee for cancellation; or (ii) the Company has deposited with the Trustee or delivered to Holders, as applicable, after the Notes have become due and payable, whether on the Maturity Date, any Redemption Date, any Fundamental Change Repurchase Date, upon exchange or otherwise, cash (or, with respect to Notes to be exchanged, the Exchange Consideration due upon such exchange) sufficient to pay all of the outstanding Notes and all other sums due and payable, with respect to the Notes (including, without limitation sums due to the Trustee with respect to the Notes), under the Indenture by the Company; and (b) the Company has delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that all conditions precedent herein provided for relating to the satisfaction and discharge of the Indenture have been complied with. Notwithstanding the satisfaction and discharge of the Indenture, the obligations of the Company to the Trustee under Section 6.7 of the Base Indenture shall survive.

Section 3.02. *No Defeasance*. Article Thirteen of the Base Indenture shall not apply to the Notes.

ARTICLE 4
PARTICULAR COVENANTS OF THE COMPANY

Section 4.01. *Reports*. (a) For purposes of the Notes, this Section 4.01 shall replace in its entirety Section 7.4 of the Base Indenture, and all references in the Base Indenture to Section 7.4 thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Section 4.01 and the applicable provisions set forth in this Section 4.01. The Company shall provide to Holders, within fifteen (15) days after the same are required to be filed with the Commission, copies of any documents or reports that the Parent is required to file with the Commission pursuant to Section 13(a) or 15(d) of the Exchange Act (after giving effect to any grace period provided by Rule 12b-25 under the Exchange Act or any successor thereto). Any such document or report that the Parent files with the Commission via the Commission's EDGAR system (or any successor thereto) shall be deemed to be sent to the Holders for purposes of this Section 4.01 at the time such documents are filed via the EDGAR system. Notwithstanding anything to the contrary, the Company shall in no event be required to provide to any Holder any information for which the Parent is seeking in good faith and has not been denied, or has received, confidential treatment from the Commission.

(b) Delivery of the reports and documents described in subsection Section 4.01 to the Trustee is for informational purposes only, and the Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Company's compliance with any of its covenants hereunder (as to which the Trustee is entitled to conclusively rely on an Officer's Certificate). The Trustee shall have no duty or responsibility to monitor the filing by the Company of any reports via the Commission's EDGAR system (or any successor thereto) or to determine whether such filings have been made.

Section 4.02. *Compliance Certificate*; *Statements as to Defaults*. Section 10.7 of the Base Indenture shall not apply to the Notes. The Company shall be required to deliver to the

Trustee, within one hundred and twenty (120) days after the end of each of its fiscal years, an Officer's Certificate indicating whether the signers thereof know of any Default with respect to the Notes that occurred during such fiscal year.

Section 4.03. *Additional Amounts*. For purposes of the Notes, this Section 4.03 shall replace in its entirety Section 10.9 of the Base Indenture, and all references in the Base Indenture to Section 10.9 thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Section 4.03 and the applicable provisions set forth in this Section 4.03, respectively. All payments and deliveries made by or on behalf of the Company or any Guarantor, or any successor to the Company or any Guarantor, under or with respect to the Notes, including, but not limited to, payments of principal and interest and deliveries of Ordinary Shares (together with payments of cash for any fractional Ordinary Shares) upon exchange and any payments under the Guarantees will be made without withholding or deduction for, or on account of, any present or future taxes, duties, imposts, assessments or governmental charges of whatever nature imposed or levied (including any penalties and interest related thereto) ("***Applicable Taxes***") by or within (x) Ireland (meaning Ireland exclusive of Northern Ireland) or Bermuda (or any political subdivision or taxing authority thereof or therein); (y) any jurisdiction in which the Company, any Guarantor or any of their respective successors is, for tax purposes, incorporated, organized or resident, or, as a result of activities carried on by the Company, any Guarantor or any successor has otherwise created a taxable presence (or any political subdivision or taxing authority thereof or therein); or (z) any jurisdiction (or any political subdivision or taxing authority thereof or therein) from or through which payment is made by or on behalf of the Company or any Guarantor (including the jurisdiction of any Paying Agent) (each jurisdiction described in clause (x), (y) or (z), as applicable, a "***Relevant Taxing Jurisdiction***"), unless such withholding or deduction is required by law or by the interpretation or administration thereof. In the event that any such withholding or deduction is so required, the Company or the Guarantors, as applicable, will pay such additional amounts (the "***Additional Amounts***") as may be necessary to ensure that the net amount received by the beneficial owners of the Notes after such withholding or deduction (and after deducting any Applicable Taxes on the Additional Amounts) will equal the amounts that would have been received by such holder had no such withholding or deduction been required; *provided* that no Additional Amounts will be payable:

(a) for or on account of:

(i) any Applicable Taxes that would not have been imposed but for:

(A) the existence of any present or former connection between the relevant Holder (or a fiduciary, settlor, beneficiary, member, partner or shareholder of, or possessor of power over, the relevant Holder, if the relevant Holder is an estate, nominee, trust, partnership, limited liability company or corporation) or beneficial owner of such Note and the Relevant Taxing Jurisdiction (other than merely acquiring or holding such Note or the receipt of payments or the exercise or enforcement of rights under the Notes or the Guarantees) including, without limitation, such Holder or beneficial owner being or having been a national, domiciliary or resident of, or incorporated in, such Relevant Taxing Jurisdiction or treated as a resident thereof or being or having been physically present or engaged in a trade or business therein or having or having had a permanent establishment therein;

(B) the presentation of such Note (in cases in which presentation is required) more than thirty (30) days after the later of the date on which the payment on, or deliveries of Ordinary Shares upon exchange of, such Note became due and payable pursuant to the terms thereof or was made or duly provided for (except to the extent that the Holder or beneficial owner would have been entitled to Additional Amounts had the note been presented on the last day of such thirty (30) day period); or

(C) the failure of the Holder or beneficial owner to provide a declaration of non-residence or other similar claim or certification concerning nationality, residency or identity or other similar form for exemption or to present any applicable form or certificate that is required or imposed by statute, treaty, regulation or administrative practice, in each case, within a reasonable period of time following a timely and reasonable written request from the Company; *provided*, *however*, that the Holder or beneficial owner is legally entitled to provide such declaration, claim form or certificate and that upon the making of such declaration or claim or presentation of such form or certificate, the Holder or beneficial owner would have been able to avoid such deduction or withholding;

(ii) any estate, inheritance, gift, sale, transfer, personal property or similar Applicable Taxes;

(iii) any Applicable Taxes that are payable otherwise than by withholding or deduction from payments under or with respect to the notes or the guarantees;

(iv) any tax imposed on a payment to an individual and required to be made pursuant to European Council Directive 2003/48/EC on the taxation of savings income or any law implementing or complying with, or introduced in order to conform to, such directive;

(v) any taxes payable by or on behalf of a Holder who would have been able to avoid such withholding or deduction by presenting the Notes or request for payment under the Guarantees to another Paying Agent designated by the Company pursuant to the Indenture; and

(vi) any combination of Applicable Taxes referred to in the preceding clauses (i), (ii), (iii), (iv) and (v);

(b) if the Holder is a fiduciary, partnership or person other than the sole beneficial owner of that payment, to the extent that the relevant payment would be required under the laws of the Relevant Taxing Jurisdiction to be included for tax purposes in the income of a beneficiary or settlor with respect to the fiduciary, a member of that partnership or a beneficial owner who would not have been entitled to such Additional Amounts had that beneficiary, settlor, partner or beneficial owner been the holder thereof;

(c) any final withholding tax withheld by a Swiss bank or similar Swiss financial institution (a "***Swiss Financial Institution***") that is imposed with respect to a Holder of a Note through an account with a Swiss Financial Institution, to the extent that such withholding tax would not have been imposed, if such Holder had not voluntarily opted for imposition of such withholding tax in lieu of certain disclosure that would otherwise be required under a bilateral tax cooperation agreement between Switzerland and the country in which the Holder is tax resident; and

(d) any taxes imposed pursuant to Sections 1471 through 1474 of the Code and any amended or successor version that is substantively comparable and not materially more onerous to comply with, any current or future regulations or official interpretations thereof, any agreements entered into pursuant to Section 1471(b)(1) of the Code, or any law or regulation implementing an intergovernmental agreement between a non-U.S. jurisdiction and the United States with respect to the foregoing.

In addition to the foregoing, the Company shall also pay and indemnify the Holder for any present or future stamp, issue, registration, value added, court or documentary taxes, or any other excise or property taxes, charges or similar levies or taxes (including penalties, interest and any other reasonable expenses related thereto) which are levied by any Relevant Taxing Jurisdiction ("***Transfer Taxes***") on the execution, delivery, registration or enforcement of any of the Notes, the Indenture or any other document or instrument (other than the ordinary shares) referred to therein or the receipt of payments with respect thereto (subject to the exclusions described above, other than the exclusion described in clause (a)(iii) above). For the avoidance of doubt, the indemnification provided in this paragraph shall not include any Transfer Taxes or stamp duty arising from the transfer of Notes between Holders or in the ordinary course after the issue date (other than a transfer of Notes in exchange for Ordinary Shares in accordance with Article 8).

If, after the date of this Supplemental Indenture, the Company or any Guarantor becomes obligated to pay Additional Amounts with respect to any payment under or with respect to the Notes, the Company shall deliver to the Trustee on a date that is at least thirty (30) days prior to the date of that payment (unless the obligation to pay Additional Amounts arises after the thirtieth (30th) day prior to that payment date, in which case the Company shall notify the Trustee promptly thereafter) an Officer's Certificate stating the fact that Additional Amounts will be payable and the amount estimated to be so payable. The Officer's Certificate must also set forth any other information reasonably necessary to enable the Paying Agent or the Exchange Agent, as the case may be, to pay Additional Amounts to Holders on the relevant payment date. The Trustee shall be entitled to rely solely on such Officer's Certificate as conclusive proof that such payments are necessary. The Company will provide the Trustee with satisfactory documentation evidencing the payment of Additional Amounts.

The Company or the Guarantors, as appropriate, will make all withholdings and deductions required by law and will remit the full amount deducted or withheld to the Relevant Tax Authority in accordance with applicable law. Upon request, the Company will provide to the Trustee an official receipt or, if official receipts are not obtainable, other satisfactory documentation evidencing the payment of any Applicable Taxes so deducted or withheld. Upon written request, copies of those receipts or other documentation, as the case may be, will be made available by the trustee to the Holders of the Notes.

Whenever there is mentioned in any context the delivery of Ordinary Shares (together with payments of cash for any fractional Ordinary Shares) upon exchange of the Notes or the payment of interest on any Note or any other amount payable with respect to such Note, such mention shall be deemed to include payment of Additional Amounts provided for in the Indenture to the extent that, in such context, Additional Amounts are, were or would be payable in respect thereof.

Section 4.04. *Applicability of Section 10.5 and Section 10.6 of the Base Indenture*. For purposes of the Notes, Section 10.5 and Section 10.6 of the Base Indenture shall not apply.

ARTICLE 5
DEFAULTS AND REMEDIES

Section 5.01. *Applicability of Article Five of the Base Indenture*. For purposes of the Notes, this Article 5 shall replace in its entirety Article Five of the Base Indenture, and all references in the Base Indenture to Article Five thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Article 5 and the applicable provisions set forth in this Article 5, respectively; *provided*, *however*, that Section 5.15 of the Base Indenture will apply to the Notes.

Section 5.02. *Events of Default*. Each of the following events shall be an "*Event of Default*" with respect to the Notes.

(a) the Company fails to pay or cause to be paid when due (whether at maturity, upon Redemption, Repurchase Upon Fundamental Change or otherwise) the principal of, or the Redemption Price or Fundamental Change Repurchase Price for, any Note;

(b) the Company fails to pay or cause to be paid an installment of interest, if any, on any of the Note when due and payable, which failure continues for a period of thirty (30) days after the date when due;

(c) the Company or the Guarantors, as applicable, fail to deliver when due the consideration deliverable upon exchange of the Notes and such failure continues for ten (10) Business Days;

(d) failure by the Company or the Guarantors to comply with their respective obligations under Article 7;

(e) failure by the Company to issue a Fundamental Change Company Notice in accordance with Section 9.01(d), , or failure by the Company to issue notice of a Make-Whole Fundamental Change in accordance with Section 8.01(b)(iv) when due, and such failure is not cured within five (5) days after its occurrence;

(f) the Company or the Guarantors fail to perform or observe (or obtain a waiver with respect to) any term, covenant or agreement contained in the Notes or the Indenture and not

otherwise explicitly provided for in this Section 5.02 for a period of sixty (60) days after receipt by the Company of notice of such failure from the Trustee or by the Company and the Trustee from the Holders of at least twenty five percent (25%) of the aggregate principal amount of the then outstanding Notes;

(g) the Guarantee of any Guarantor ceases to be in full force and effect (except as contemplated by the terms of the Indenture) or is declared null and void in a judicial proceeding.

(h) the Company, any Guarantor, or any of their respective Significant Subsidiaries, pursuant to or within the meaning of any Bankruptcy Law, either:

(i) commences a voluntary case or proceeding;

(ii) consents to the entry of an order for relief against it in an involuntary case or proceeding;

(iii) consents to the appointment of a custodian of it or for any substantial part of its property;

(iv) makes a general assignment for the benefit of its creditors;

(v) takes any comparable action under any foreign Bankruptcy Law; or

(vi) generally is not paying its debts as they become due; or

(i) a court of competent jurisdiction enters an order or decree under any Bankruptcy Law that either:

(i) is for relief against Company, any Guarantor, or any of their respective Significant Subsidiaries in an involuntary case or proceeding;

(ii) appoints a custodian of the Company, any Guarantor, or any of their respective Significant Subsidiaries, or for any substantial part of the property of the Company, any Guarantor, or any of their respective Significant Subsidiaries;

(iii) orders the winding up or liquidation of the Company, any Guarantor, or any of their respective Significant Subsidiaries; or

(iv) grants any similar relief under any foreign Bankruptcy law,

and, in each case under this Section 5.02(i), such order or decree remains unstayed and in effect for at least sixty (60) days.

For the avoidance of doubt, the above definition of Event of Default shall, for purposes of the Notes, replace the definition of Event of Default in the Base Indenture.

Section 5.03. *Acceleration; Rescission and Annulment*. Except as provided under Section 5.13, if one or more Events of Default shall have occurred and be continuing (whatever the reason for such Event of Default and whether it shall be voluntary or involuntary or be

effected by operation of law or pursuant to any judgment, decree or order of any court or any order, rule or regulation of any administrative or governmental body), then, and in each and every such case (other than an Event of Default pursuant to clause (h) or (i) of this Section 5.02 with respect to the Company or any Guarantor, in which case no declaration of acceleration or notice shall be required), unless the principal of all of the Notes shall have already become due and payable, either the Trustee or the Holders of at least twenty five percent (25%) in aggregate principal amount of the Notes then outstanding, by notice in writing to the Company (and to the Trustee if given by Holders), may declare (and the Trustee at the request of such Holders shall declare) the principal of, and all accrued and unpaid interest on, all of the Notes then outstanding to be due and payable immediately, and, upon any such declaration of acceleration, or upon the occurrence of any Event of Default arising under clause (h) or (i) of this Section 5.02 with respect to the Company or any Guarantor, the same shall become and shall automatically be immediately due and payable, anything contained in the Indenture or in the Notes to the contrary notwithstanding.

The immediately preceding paragraph, however, is subject to the conditions that if, at any time after the principal of the Notes shall have been so declared due and payable, and before any judgment or decree for the payment of the monies due shall have been obtained or entered as hereinafter provided, the Company shall pay or shall deposit with the Trustee a sum sufficient to pay installments of accrued and unpaid interest upon all Notes and the principal of any and all Notes that shall have become due otherwise than by acceleration (with interest on overdue installments of accrued and unpaid interest to the extent that payment of such interest is enforceable under applicable law, and on such principal at the rate borne by the Notes at such time) and amounts due to the Trustee pursuant to Section 6.7 of the Base Indenture, and if (a) rescission would not conflict with any judgment or decree of a court of competent jurisdiction and (b) any and all existing Events of Default under the Indenture shall have been cured or waived, then and in every such case (except as provided in the immediately succeeding sentence) the Holders of a majority in aggregate principal amount of the Notes then outstanding, by written notice to the Company and to the Trustee, rescind such acceleration and its consequences, and such acceleration shall be deemed to have been cured for every purpose of the Indenture and the Notes; but no such waiver or rescission and annulment shall extend to or shall affect any subsequent Default or Event of Default, or shall impair any right consequent thereon. Notwithstanding anything to the contrary in the Indenture or the Notes, no such waiver or rescission shall extend to or shall affect any Default or Event of Default resulting from (x) the non-payment of the principal (including the Redemption Price and the Fundamental Change Repurchase Price, if applicable) of, or accrued and unpaid interest on, any Notes when due; or (y) a failure to pay or deliver, as the case may be, the Exchange Consideration due upon exchange of the Notes.

Section 5.04. *Trustee Enforcement Action for Payments of Notes*. In the event there shall be pending proceedings for the bankruptcy or for the reorganization of the Company or any other obligor on the Notes under Title 11 of the United States Code, or any other applicable law, or in case a receiver, assignee or trustee in bankruptcy or reorganization, liquidator, sequestrator or similar official shall have been appointed for or taken possession of the Company or such other obligor, the property of the Company or such other obligor, or in the event of any other judicial proceedings relative to the Company or such other obligor upon the Notes, or to the creditors or property of the Company or such other obligor, the Trustee, irrespective of whether

the principal of the Notes shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether the Trustee shall have made any demand pursuant to the provisions of this Section 5.04, shall be entitled and empowered, by intervention in such proceedings or otherwise, to file and prove a claim or claims for the whole amount of principal and accrued and unpaid interest, if any, in respect of the Notes, and, in case of any judicial proceedings, to file such proofs of claim and other papers or documents and to take such other actions as it may deem necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation and the actual expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Holders allowed in such judicial proceedings relative to the Company or any other obligor on the Notes, its or their creditors, or its or their property, and to collect and receive any monies or other property payable or deliverable on any such claims, and to distribute the same after the deduction of any amounts due to the Trustee under Section 6.7 of the Base Indenture; and any receiver, assignee or trustee in bankruptcy or reorganization, liquidator, custodian or similar official is hereby authorized by each of the Holders to make such payments to the Trustee, as administrative expenses, and, in the event that the Trustee shall consent to the making of such payments directly to the Holders, to pay to the Trustee any amount due it for reasonable compensation, expenses, advances and disbursements, including agents and counsel fees, and including any other amounts due to the Trustee under Section 6.7 of the Base Indenture, incurred by it up to the date of such distribution. To the extent that such payment of reasonable compensation, expenses, advances and disbursements out of the estate in any such proceedings shall be denied for any reason, payment of the same shall be secured by a lien on, and shall be paid out of, any and all distributions, dividends, monies, securities and other property that the Holders of the Notes may be entitled to receive in such proceedings, whether in liquidation or under any plan of reorganization or arrangement or otherwise.

Nothing herein contained shall be deemed to authorize the Trustee to authorize or consent to or accept or adopt on behalf of any Holder any plan of reorganization, arrangement, adjustment or composition affecting such Holder or the rights of any Holder thereof, or to authorize the Trustee to vote in respect of the claim of any Holder in any such proceeding.

All rights of action and of asserting claims under the Indenture, or under any of the Notes, may be enforced by the Trustee without the possession of any of the Notes, or the production thereof at any trial or other proceeding relative thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its own name as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Notes.

In any proceedings brought by the Trustee (and in any proceedings involving the interpretation of any provision of the Indenture to which the Trustee shall be a party) the Trustee shall be held to represent all the Holders of the Notes, and it shall not be necessary to make any Holders of the Notes parties to any such proceedings.

In case the Trustee shall have proceeded to enforce any right under the Indenture and such proceedings shall have been discontinued or abandoned because of any waiver pursuant to Section 5.10 or any rescission and annulment pursuant to Section 5.03 or for any other reason or

shall have been determined adversely to the Trustee, then and in every such case the Company, the Holders and the Trustee shall, subject to any determination in such proceeding, be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Company, the Holders and the Trustee shall continue as though no such proceeding had been instituted.

Section 5.05. *Interest on Defaulted Amounts*. Payments of principal or interest that are not made when due will accrue interest per annum at the then-applicable interest rate borne on the Notes from the required payment date, to the extent permitted by law.

Section 5.06. *Application of Monies Collected by Trustee*. Any monies collected by the Trustee pursuant to this Article 5 with respect to the Notes shall be applied in the following order, at the date or dates fixed by the Trustee for the distribution of such monies:

First, to the payment of all amounts due the Trustee (including, without limitation, in its capacity as an Agent) under Section 6.7 of the Base Indenture;

Second, in case the principal of the outstanding Notes shall not have become due and be unpaid, to the payment of interest on, and any cash due upon exchange of, the Notes in default in the order of the due date of the payments of such interest and cash due upon exchange, as the case may be, with interest (to the extent that such interest has been collected by the Trustee) upon such overdue payments at the rate borne by the Notes at such time, such payments to be made ratably to the persons entitled thereto;

Third, in case the principal of the outstanding Notes shall have become due, by declaration or otherwise, and be unpaid to the payment of the whole amount (including, if applicable, the payment of the Redemption Price and the Fundamental Change Repurchase Price and any cash due upon exchange) then owing and unpaid upon the Notes for principal and interest, if any, with interest on the overdue principal and, to the extent that such interest has been collected by the Trustee, upon overdue installments of interest at the rate borne by the Notes at such time, and in case such monies shall be insufficient to pay in full the whole amounts so due and unpaid upon the Notes, then to the payment of such principal (including, if applicable, the Redemption Price and the Fundamental Change Repurchase Price and the cash due upon exchange) and interest without preference or priority of principal over interest, or of interest over principal or of any installment of interest over any other installment of interest, or of any Note over any other Note, ratably to the aggregate of such principal (including, if applicable, the Redemption Price and the Fundamental Change Repurchase Price and any cash due upon exchange) and accrued and unpaid interest; and

Fourth, to the payment of the remainder, if any, to the Company.

Section 5.07. *Proceedings by Holders*. Except to enforce the right to receive payment of principal (including, if applicable, the Redemption Price and the Fundamental Change Repurchase Price) or interest when due, or the right to receive payment or delivery of the consideration due upon exchange of a Note, no Holder of any Note shall have any right by virtue of or by availing of any provision of the Indenture or the Notes to institute any suit, action or

proceeding in equity or at law upon or under or with respect to the Indenture, or for the appointment of a receiver, trustee, liquidator, custodian or other similar official, or for any other remedy hereunder, unless:

(a) such Holder previously shall have given to the Trustee written notice of an Event of Default and of the continuance thereof, as herein provided;

(b) Holders of at least twenty five percent (25%) in aggregate principal amount of the Notes then outstanding shall have made written request upon the Trustee to institute such action, suit or proceeding in its own name as Trustee hereunder;

(c) such Holders shall have offered and provided to the Trustee such security or indemnity satisfactory to it against any loss, liability or expense to be incurred therein or thereby;

(d) the Trustee for sixty (60) days after its receipt of such notice, request and offer of indemnity, shall have neglected or refused to institute any such action, suit or proceeding; and

(e) no direction that, in the opinion of the Trustee, is inconsistent with such written request shall have been given to the Trustee by the Holders of a majority of the aggregate principal amount of the Notes then outstanding within such sixty (60) day period pursuant to Section 5.10,

it being understood and intended, and being expressly covenanted by the taker and Holder of every Note with every other taker and Holder and the Trustee that no one or more Holders shall have any right in any manner whatever by virtue of or by availing of any provision of the Indenture or the Notes to affect, disturb or prejudice the rights of any other Holder, or to obtain or seek to obtain priority over or preference to any other such Holder, or to enforce any right under the Indenture or the Notes, except in the manner herein provided and for the equal, ratable and common benefit of all Holders (except as otherwise provided herein). For the protection and enforcement of this Section 5.07, each and every Holder and the Trustee shall be entitled to such relief as can be given either at law or in equity.

Notwithstanding any other provision of the Indenture and any provision of any Note, the right of any Holder to receive payment or delivery, as the case may be, of (x) the principal (including the Redemption Price and the Fundamental Change Repurchase Price, if applicable) of, (y) accrued and unpaid interest, if any, on, and (z) the Exchange Consideration due upon exchange of, such Note, on or after the respective due dates expressed or provided for in the Indenture or such Note, or to institute suit for the enforcement of any such payment or delivery, as the case may be, and such right to receive such payment or delivery, as the case may be, on or after such respective dates against the Company shall not be impaired or affected without the consent of such Holder.

Section 5.08. *Proceedings by Trustee*. In case of an Event of Default, the Trustee may in its discretion (and subject to Article 6 of the Base Indenture) proceed to protect and enforce the rights vested in it by the Indenture by such appropriate judicial proceedings as are necessary to protect and enforce any of such rights, either by suit in equity or by action at law or by proceeding in bankruptcy or otherwise, whether for the specific enforcement of any covenant or agreement contained in the Indenture or in aid of the exercise of any power granted in the Indenture, or to enforce any other legal or equitable right vested in the Trustee by the Indenture or by law.

Section 5.09. *Remedies Cumulative and Continuing*. All powers and remedies given by this Article 5 to the Trustee or to the Holders shall, to the extent permitted by law, be deemed cumulative and not exclusive of any thereof or of any other powers and remedies available to the Trustee or the Holders of the Notes, by judicial proceedings or otherwise, to enforce the performance or observance of the covenants and agreements contained in the Indenture, and no delay or omission of the Trustee or of any Holder of any of the Notes to exercise any right or power accruing upon any Default or Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Default or Event of Default or any acquiescence therein; and, subject to the provisions of Section 5.07, every power and remedy given by this Article 5 or by law to the Trustee or to the Holders may be exercised from time to time, and as often as shall be deemed expedient, by the Trustee or by the Holders.

Section 5.10. *Direction of Proceedings and Waiver of Defaults by Majority of Holders*. The Holders of a majority of the aggregate principal amount of the Notes at the time outstanding shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Notes; *provided*, *however*, that (a) such direction shall not be in conflict with any rule of law or with the Indenture, (b) the Trustee may take any other action deemed proper by the Trustee that is not inconsistent with such direction, and (c) the Trustee may demand security or indemnity satisfactory to it in its sole discretion in accordance with Sections 6.1 and 6.3 of the Base Indenture. The Trustee may refuse to follow any direction that conflicts with law or the Indenture or that it determines is unduly prejudicial to the rights of any other Holder or that would involve the Trustee in personal liability. The Holders of a majority in aggregate principal amount of the Notes at the time outstanding may on behalf of the Holders of all of the Notes waive any past Default or Event of Default hereunder and its consequences except (i) a default in the payment of accrued and unpaid interest, if any, on, or the principal (including any Redemption Price and any Fundamental Change Repurchase Price) of, the Notes when due or (ii) a failure by the Company to pay or deliver, as the case may be, the consideration due upon exchange of the Notes. Upon any such waiver the Company, the Trustee and the Holders of the Notes shall be restored to their former positions and rights hereunder; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon. Whenever any Default or Event of Default hereunder shall have been waived as permitted by this Section 5.10, said Default or Event of Default shall for all purposes of the Notes and the Indenture be deemed to have been cured and to be not continuing; but no such waiver shall extend to any subsequent or other Default or Event of Default or impair any right consequent thereon.

Section 5.11. *Notice of Defaults*. The Trustee shall, within ninety (90) days after the occurrence and continuance of a Default of which a Responsible Officer has actual knowledge, send to all Holders notice of all Defaults known to a Responsible Officer, unless such Defaults shall have been cured or waived before the giving of such notice; *provided*, *however*, that, except in the case of a Default in the payment of the principal of (including the Redemption Price and the Fundamental Change Repurchase Price, if applicable), or accrued and unpaid interest on, any such Notes or a Default in the delivery of the Exchange Consideration due upon exchange, the

Trustee shall be protected in withholding notice if and so long as the Trustee in good faith determines that the withholding of such notice is in the interests of the Holders. The Trustee shall not be deemed to have notice of any Default or Event of Default (other than a payment Default) unless a Responsible Officer of the Trustee has actual knowledge thereof or unless written notice of any event which is in fact such a Default is received by a Responsible Officer of the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Notes and the Indenture.

Section 5.12. *Undertaking to Pay Costs*. All parties to the Indenture agree, and each Holder of any Note by its acceptance thereof shall be deemed to have agreed, that any court may, in its discretion, require, in any suit for the enforcement of any right or remedy under the Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorneys' fees and expenses, against any party litigant in such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant; *provided* that the provisions of this Section 5.12 (to the extent permitted by law) shall not apply to any suit instituted by the Trustee, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than ten percent (10%) in principal amount of the Notes at the time outstanding, or to any suit instituted by any Holder for the enforcement of the payment of the principal of or accrued and unpaid interest, if any, on any Note (including, but not limited to, the Redemption Price and the Fundamental Change Repurchase Price, if applicable) on or after the due date expressed or provided for in such Note or to any suit for the enforcement of the right to exchange any Note in accordance with the provisions of Article 8.

Section 5.13. *Sole Remedy for a Failure to Report.*

(a) Notwithstanding anything to the contrary in the Indenture or the Notes, the Company may elect that the sole remedy for any Event of Default (a "***Reporting Event of Default***") pursuant to Section 5.02(f) arising from the Company's failure to comply with Section 4.01 or the Company's obligations under Section 314(a)(1) of the Trust Indenture Act with respect to the Notes will, for each of the first one hundred and eighty (180) calendar days on which a Reporting Event of Default has occurred and is continuing, consist exclusively of the accrual of Special Interest on the Notes. If the Company has made such an election, then (i) the Notes will be subject to acceleration pursuant to Section 5.03 on account of the relevant Reporting Event of Default from, and including, the one hundred and eighty first (181st) calendar day on which a Reporting Event of Default has occurred and is continuing or if the Company fails to pay any accrued and unpaid Special Interest when due; and (ii) Special Interest will cease to accrue on any Notes from, and including, such one hundred and eighty first (181st) calendar day.

(b) Any Special Interest that accrues on a Note pursuant to Section 5.13(a) will be payable on the same dates and in the same manner as the stated interest on such Note and will accrue at a rate per annum equal to one quarter of one percent (0.25%) of the principal amount thereof. For the avoidance of doubt, any Special Interest that accrues on a Note will be in addition to the stated interest that accrues on such Note.

(c) To make the election set forth in Section 5.13(a), the Company must send to the Holders, the Trustee and the Paying Agent, before the date on which each Reporting Event of Default first occurs, a written notice that (i) briefly describes of the report(s) that the Company failed to file with the Commission; (ii) states that the Company is electing that the sole remedy for such Reporting Event of Default consist of the accrual of Special Interest; and (iii) briefly describes the periods during which and rate at which Special Interest will accrue and the circumstances under which the Notes will be subject to acceleration on account of such Reporting Event of Default.

(d) If Special Interest accrues on any Note, then, no later than five (5) Business Days before each date on which such Special Interest is to be paid, the Company will deliver an Officer's Certificate to the Trustee and the Paying Agent stating (i) that the Company is obligated to pay Special Interest on such Note on such date of payment; and (ii) the amount of such Special Interest that is payable on such date of payment. The Trustee will have no duty to determine whether any Special Interest is payable or the amount thereof.

(e) No election pursuant to this Section 5.13 with respect to a Reporting Event of Default will affect the rights of any Holder with respect to any other Event of Default, including with respect to any other Reporting Event of Default.

ARTICLE 6
SUPPLEMENTAL INDENTURES

Section 6.01. *Supplemental Indentures Without Consent of Holders*. For purposes of the Notes, this Section 6.01 shall replace in its entirety Section 9.1 of the Base Indenture, and all references in the Base Indenture to Section 9.1 thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Section 6.01 and the applicable provisions set forth in this Section 6.01, respectively.

Without the consent of any Holder, the Company, the Guarantors and the Trustee, at any time and from time to time, may, with respect to the Notes, amend the Indenture or the Notes for any of the following purposes:

(a) to evidence a successor to the Company or any Guarantor and to provide for the assumption by such successor of the Company's or such Guarantor's respective obligations under the Indenture and the Notes;

(b) to provide for the exchange of Notes into Reference Property and effect any other changes to the terms of the Notes required under the Indenture in connection therewith;

(c) to irrevocably elect a Settlement Method or a Specified Dollar Amount;

(d) to add to the Company's covenants for the benefit of the Holders or surrender any right or power conferred upon the Company by the Indenture;

(e) to secure the Company's obligations in respect of the Notes;

(f) to evidence and provide for the acceptance of the appointment of a successor Trustee in accordance with the Indenture;

(g) to cure any ambiguity, omission, or inconsistency or correct or supplement any defective provisions contained in the Indenture;

(h) to add additional Guarantees with respect to the Notes;

(i) to comply with the applicable Depositary Procedures;

(j) to comply with the requirements of the Commission in order to effect or maintain the qualification of the Indenture under the Trust Indenture Act;

(k) to permit for the issuance of additional Notes in accordance with the Indenture;

(l) to make any other changes to the Indenture that would not reasonably be expected to adversely affect the interests of the Holders (other than those of a Holder that has consented to such change); or

(m) to conform the provisions of the Indenture to the "Description of Notes" section in the preliminary prospectus supplement dated June 1, 2016 relating to the offering and sale of the Notes, as supplemented by the related pricing term sheet, to the extent that the Trustee has received an Officer's Certificate stating that any text to be so conformed constitutes an unintended conflict with the corresponding provision in the "Description of Notes" section.

Upon the written request of the Company, the Trustee is hereby authorized to, and shall, join with the Company in the execution of any such amendment of the Indenture and to make

any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any such amendment that affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Any supplemental indenture authorized by the provisions of this Section 6.01 may be executed by the Company and the Trustee without the consent of the Holders of any of the Notes at the time outstanding, notwithstanding any of the provisions of Section 6.02.

Section 6.02. *Supplemental Indentures with Consent of Holders*. For purposes of the Notes, this Section 6.02 shall replace in its entirety Section 9.2 of the Base Indenture, and all references in the Base Indenture to Section 9.2 thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Section 6.02 and the applicable provisions set forth in this Section 6.02, respectively. Subject to Section 6.01, Section 5.10 and the final paragraph of Section 5.07, the Company, the Guarantors and the Trustee may, with the consent of the Holders of a majority in aggregate principal amount of the Notes then outstanding (including, without limitation, consents obtained in connection with a repurchase of, or tender offer or exchange offer for, notes), amend or supplement the Indenture (with respect to the Notes) or the Notes or waive compliance with any provision of this Indenture or the Notes; *provided*, *however*, that, without the consent of each Holder of an outstanding Note affected, no such amendment shall:

(a) alter the manner of calculation or rate of accrual of interest on any Note or change the time of payment of any installment of interest on any such Note;

(b) make any of the Notes payable in money or securities other than that stated in the Indenture;

(c) change the stated Maturity Date of any Note;

(d) reduce the principal amount Fundamental Change Repurchase Price or Redemption Price with respect to any Note or change the times at which, or the circumstances under which, the Notes may or will be redeemed or repurchased by the Company;

(e) impair the right of any Holder of Notes to institute suit for the enforcement of any payment on or with respect to any Note or with respect to the exchange of any Note;

(f) adversely affect the exchange rights of the Notes, including by modifying any of the notice provisions;

(g) change the percentage in aggregate principal amount of the then outstanding Notes necessary to modify or amend the Indenture or to waive any existing or past Default or Event of Default;

(h) change the ranking of the Notes or any Guarantee;

(i) change the Company's obligation to pay Additional Amounts in respect of any Note;

(j) reduce the amount of Notes whose Holders must consent to an amendment or make any other change to the provisions of this Article 6 that requires each Holder's consent or in the waiver provisions in Section 5.10; or

(k) release any Guarantor from its obligations under its Guarantee or the Indenture.

Upon the written request of the Company, and upon the filing with the Trustee of evidence of the consent of Holders as aforesaid, the Trustee is hereby authorized to, and shall, join with the Company in the execution of any such amendment to the Indenture and to make any further appropriate agreements and stipulations that may be therein contained, but the Trustee shall not be obligated to, but may in its discretion, enter into any such amendment that affects the Trustee's own rights, duties or immunities under the Indenture or otherwise.

Holders do not need under this Section 6.02 to approve the particular form of any proposed supplemental indenture. It shall be sufficient if such Holders approve the substance thereof. After any such supplemental indenture becomes effective, the Company shall send to the Holders a notice briefly describing such supplemental indenture. However, the failure to give such notice to all the Holders, or any defect in the notice, will not impair or affect the validity of the supplemental indenture.

ARTICLE 7
CONSOLIDATION, MERGER, SALE, CONVEYANCE AND LEASE

Section 7.01. *Applicability of Article Eight of the Base Indenture*. For purposes of the Notes, this Article 7 shall replace in its entirety Article Eight of the Base Indenture, and all references in the Base Indenture to Article Eight thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Article 7 and the applicable provisions set forth in this Article 7, respectively.

Section 7.02. *Company May Consolidate, Etc. on Certain Terms*. Subject to Section 7.03, neither the Company nor any guarantor shall consolidate with or merge or amalgamate into any Person or enter into a scheme of arrangement or sell, lease or otherwise transfer its consolidated properties and assets, substantially as an entirety, to another Person (other than for any Guarantor to sell, lease or otherwise transfer such assets or properties to one or more of its direct or indirect wholly owned subsidiaries), unless:

(a) the Person (the "***Successor Company***") (if other than the Company or such Guarantor, as applicable) formed by such consolidation or into which the Company or such Guarantor is, as applicable, merged, amalgamated or of which the Company or such Guarantor becomes pursuant to a scheme of arrangement or the Person which acquires by sale, lease or other transfer the consolidated properties and assets of the Company or such Guarantor, substantially as an entirety, shall (i) be organized and validly existing as a corporation, limited liability company, partnership, trust or other entity and (ii) expressly assume, by supplemental indenture, executed and delivered to the Trustee, in form satisfactory to the Trustee, the obligations of the Company or such Guarantor, as the case may be, under the Notes and the Indenture (including, for the avoidance of doubt, the obligation to pay additional amounts pursuant to Section 4.03); and

(b) after giving effect to such transaction, no Default or Event of Default shall have occurred and be continuing under the Indenture.

Section 7.03. *Successor Corporation to Be Substituted*. In case of any such consolidation, merger, amalgamation, scheme of arrangement, sale, lease or transfer and upon the assumption by the Successor Company, by supplemental indenture, executed and delivered to the Trustee and satisfactory in form to the Trustee, of the due and punctual payment of the principal of and accrued and unpaid interest on all of the Notes, the due and punctual delivery or payment, as the case may be, of any Exchange Consideration due upon exchange of the Notes and the due and punctual performance of all of the covenants and conditions of the Indenture to be performed by the Company or the applicable Guarantor, as applicable, with respect to the Notes or the Guarantee of such Guarantor, as applicable, such Successor Company (if not the Company or such Guarantor, as applicable) shall succeed to and, except in the case of any such lease, shall be substituted for the Company or such Guarantor, as applicable, with the same effect as if it had been named herein as the party of the first part, and the Company or such Guarantor, as applicable, shall, except in the case of any such lease, be discharged from the obligations under the Notes or such Guarantee, as applicable, and the Indenture.

In case of any such consolidation, merger, amalgamation, scheme of arrangement, sale, lease or transfer, such changes in phraseology and form (but not in substance) may be made in the Notes thereafter to be issued as may be appropriate.

Section 7.04. *Opinion of Counsel to Be Given to Trustee*. No such consolidation, merger, amalgamation, sale, conveyance, transfer or lease shall be effective unless the Trustee shall receive an Officer's Certificate and an Opinion of Counsel, with respect to which the Trustee shall be entitled to rely on as conclusive evidence, that such consolidation, merger, amalgamation, scheme of arrangement, sale, lease or transfer and such assumption and, if a supplemental indenture is required in connection with such transaction, such supplemental indenture, are permitted or authorized by the Indenture and comply with the provisions of this Article 7.

ARTICLE 8
EXCHANGE OF NOTES

Section 8.01. *Exchange Privilege*. (a) Subject to and upon compliance with the provisions of this Article 8, each Holder of a Note shall have the right, at such Holder's option, to exchange all or any portion (if the portion to be exchanged is in an Authorized Denomination) of such Note into cash, Ordinary Shares or a combination of cash and Ordinary Shares (together with cash in lieu of , in each case, based on an initial exchange rate of 129.1656 Ordinary Shares (subject to adjustment as provided in this Article 8, the "***Exchange Rate***") per $1,000 principal amount of Notes (subject to, and in accordance with, the settlement provisions of Section 8.02, the "***Exchange Obligation***").

(b) Notes may be exchanged only in the following circumstances and during the following times (except that, notwithstanding anything to the contrary in the Indenture or the Notes, in no event may any Note be exchanged after the Close of Business on the second (2nd) Scheduled Trading Day immediately before the Maturity Date):

(i) A Holder of Notes may surrender all or any portion of its Notes for exchange at any time during any calendar quarter commencing after the calendar quarter ending on September 30, 2016 (and only during such calendar quarter), if the Last Reported Sale Price of the Ordinary Shares for each of at least twenty (20) Trading Days (whether or not consecutive) during the period of thirty (30) consecutive Trading Days ending on, and including, the last Trading Day of the immediately preceding calendar quarter is greater than or equal to one hundred and thirty percent (130%) of the Exchange Price for the Notes on such Trading Day.

(ii) A Holder may surrender all or any portion of its Notes for exchange at any time during the five (5) Business Day period immediately after any ten (10) consecutive Trading Day period (the "***Measurement Period***") in which the Trading Price per $1,000 principal amount of Notes, as determined following a request by a Holder of Notes in accordance with this clause (ii), for each Trading Day of the Measurement Period was less than ninety eight percent (98%) of the product of the Last Reported Sale Price of the Ordinary Shares and the Exchange Rate on such Trading Day (the condition set forth in this sentence, the "***Trading Price Condition***"). The Trading Prices shall be determined by the Bid Solicitation Agent pursuant to this clause (ii) and the definition of Trading Price. The Bid Solicitation Agent (if not the Company) will have no obligation to determine the Trading Price of the Notes unless the Company has requested such determination in writing, and the Company will have no obligation to make such request (or seek bids itself) unless a Holder provides the Company with reasonable evidence that the Trading Price per $1,000 principal amount of Notes would be less than ninety eight percent (98%) of the product of the Last Reported Sale Price per Ordinary Share and the Exchange Rate. If a Holder provides such evidence, then the Company will (if acting as Bid Solicitation Agent), or will instruct the Bid Solicitation Agent to, determine the Trading Price of the Notes beginning on the next Trading Day and on each successive Trading Day until the Trading Price per $1,000 principal amount of Notes is greater than or equal to ninety eight percent (98%) of the product of the Last Reported Sale Price per Ordinary Share on such Trading Day and the Exchange Rate on such Trading Day. If the Trading Price Condition has been met after determination as set forth above, then the Company will provide the Holders, the Trustee and the Exchange Agent with notice of the same. If, on any Trading Day after the Trading Price Condition has been met after determination as set forth above, the Trading Price per $1,000 principal amount of Notes is greater than or equal to ninety eight percent (98%) of the product of the Last Reported Sale Price per Ordinary Share on such Trading Day and the Exchange Rate on such Trading Day, then the Company will provide the Holders, the Trustee and the Exchange Agent with notice of the same.

(iii) If the Parent elects to:

(A) issue, to all or substantially all holders of Ordinary Shares, any rights, options or warrants (other than rights issued pursuant to a stockholder rights plan, so long as such rights have not separated from the Ordinary Shares and are not exercisable until the occurrence of a triggering event, except that such rights will be deemed to be issued under this clause (A) upon their separation from the Ordinary Shares or upon the occurrence of such triggering event)

entitling them, for a period of not more than sixty (60) calendar days after the record date of such issuance, to subscribe for or purchase Ordinary Shares at a price per share that is less than the average of the Last Reported Sale Prices per Ordinary Share for the ten (10) consecutive Trading Days ending on, and including, the Trading Day immediately before the date such issuance is announced; or

(B) distribute, to all or substantially all holders of Ordinary Shares, the assets or debt securities of the Company or rights to subscribe for or purchase the Company's securities (other than rights issued pursuant to a stockholder rights plan, so long as such rights have not separated from the Ordinary Shares and are not exercisable until the occurrence of a triggering event, except that such rights will be deemed to be issued under this clause (B) upon their separation from the Ordinary Shares or upon the occurrence of such triggering event), which distribution per Ordinary Share has a value, as reasonably determined by the Company, exceeding fifteen percent (15%) of the Last Reported Sale Price per Ordinary Share on the Trading Day immediately before the date such distribution is announced,

then, in either case, (x) the Company will provide notice of such issuance or distribution, and of the related right to exchange Notes, to Holders, the Trustee and the Exchange Agent at least forty-two (42) Scheduled Trading Days before the Ex-Dividend Date for such issuance or distribution; and (y) once the Company has given such notice, Holders may exchange their Notes at any time until the earlier of the Close of Business on the Business Day immediately before such Ex-Dividend Date and the Company's announcement that such issuance or distribution will not take place; *provided*, *however*, that the Notes will not become exchangeable pursuant to clause (y) above (but the Company will be required to provide notice of such issuance or distribution pursuant to clause (x) above) on account of such issuance or distribution if each Holder participates, at the same time and on the same terms as holders of Ordinary Shares, and solely by virtue of being a Holder, in such issuance or distribution without having to exchange such Holder's Notes and as if such Holder held a number of Ordinary Shares equal to the product of (I) the Exchange Rate in effect on the record date for such issuance or distribution; and (II) the aggregate principal amount (expressed in thousands) of Notes held by such Holder on such date.

(iv) If a Fundamental Change, Make-Whole Fundamental Change or Ordinary Share Change Event occurs (other than a merger or other business combination transaction that is effected solely to change the Company's or the Parent's jurisdiction of incorporation and that does not constitute a Fundamental Change or a Make-Whole Fundamental Change), then, in each case, Holders may exchange their Notes at any time from, and including, the effective date of such transaction or event to, and including, the thirty fifth (35th) Trading Day after such effective date (or, if such transaction or event also constitutes a Fundamental Change, to, but excluding, the related Fundamental Change Repurchase Date). No later than such effective date, the Company will provide notice to the Holders, the Trustee and the Exchange Agent of such transaction or event, such effective date and the related right to exchange Notes.

(v) If the Company calls any Note for Redemption, then the Holder of such Note may exchange such Note at any time before the Close of Business on the Business Day immediately before the related Redemption Date (or, if the Company fails to pay the Redemption Price due on such Redemption Date in full, at any time until such time as the Company pays such Redemption Price in full).

(vi) A Holder may exchange its Notes at any time from, and including, January 1, 2021 until the Close of Business on the second (2nd) Scheduled Trading Day immediately before the Maturity Date.

Section 8.02. *Exchange Procedure; Settlement Upon Exchange*.

(a) Upon the exchange of any Note, the Company will settle such exchange by paying or delivering, as applicable and as provided in this Article 8, either (x) Ordinary Shares, together, if applicable, with cash in lieu of fractional shares as provided in Section 8.02(b)(i) (a "***Physical Settlement***"); (y) solely cash as provided in Section 8.02(b)(ii) (a "***Cash Settlement***"); or (z) a combination of cash and Ordinary Shares, together, if applicable, with cash in lieu of fractional shares as provided in Section 8.02(b)(iii) (a "***Combination Settlement***").

The Company will have the right to elect the Settlement Method applicable to any exchange of a Note; *provided*, *however*, that:

(i) subject to clause (iii) below, all exchanges of Notes with an Exchange Date that occurs on or after January 1, 2021 will be settled using the same Settlement Method, and the Company will provide notice of such Settlement Method to Holders and the Trustee no later than the Close of Business on January 1, 2021;

(ii) subject to clause (iii) below, if the Company elects a Settlement Method with respect to the exchange of any Note whose Exchange Date occurs before January 1, 2021, then the Company will provide notice of such Settlement Method to the Holder of such Note and the Trustee no later than the Close of Business on the second (2nd) Business Day immediately after such Exchange Date;

(iii) if any Notes are called for Redemption, then the Company will specify in the related Redemption Notice the Settlement Method that will apply to all exchanges of Notes with an Exchange Date that occurs on or after the related Redemption Notice Date and before the related Redemption Date;

(iv) the Company will use the same Settlement Method for all exchanges of Notes with an Exchange Date that occurs on the same day (and, for the avoidance of doubt, the Company will not be obligated to use the same Settlement Method with respect to exchanges of Notes whose Exchange Dates occur on different days, except as provided in clause (i) or (iii) above);

(v) if the Company does not timely elect a Settlement Method with respect to the exchange of a Note, then the Company will be deemed to have elected the Default Settlement Method (and, for the avoidance of doubt, the failure to timely make such election will not constitute a Default or Event of Default);

(vi) if the Company timely elects Combination Settlement with respect to the exchange of a Note but does not timely notify the Holder of such Note of the applicable Specified Dollar Amount, then the Specified Dollar Amount for such exchange will be deemed to be $1,000 per $1,000 principal amount of Notes (and, for the avoidance of doubt, the failure to timely make such notification will not constitute a Default or Event of Default); and

(vii) the Settlement Method will be subject to Section 8.06.

(b) The type and amount of consideration (the "***Exchange Consideration***") due in respect of each $1,000 principal amount of a Note to be exchanged will be as follows:

(i) If Physical Settlement applies to such exchange, subject to Section 8.02(b)(ii), a number of Ordinary Shares equal to the Exchange Rate in effect on the Exchange Date for such exchange.

(ii) If Cash Settlement applies to such exchange, cash in an amount equal to the sum of the Daily Exchange Values for each VWAP Trading Day in the Observation Period for such exchange.

(iii) If Combination Settlement applies to such exchange, consideration consisting of the Daily Settlement Amount for each VWAP Trading Day in such Observation Period.

(iv) If Physical Settlement or Combination Settlement applies to the exchange of any Note and the number of Ordinary Shares deliverable pursuant Section 8.02(b)(i) or Section 8.02(b)(iii), as applicable, upon such exchange is not a whole number, then such number will be rounded down to the nearest whole number and the Company will deliver, in addition to the other consideration due upon such exchange, cash in lieu of the related fractional share in an amount equal to the product of (1) such fraction and (2) (x) the Daily VWAP on the Exchange Date for such exchange (or, if such Exchange Date is not a VWAP Trading Day, the immediately preceding VWAP Trading Day), in the case of Physical Settlement; or (y) the Daily VWAP on the last VWAP Trading Day of the Observation Period for such exchange, in the case of Combination Settlement.

(v) If a Holder exchanges more than one (1) Note on a single Exchange Date, then the Exchange Consideration due in respect of such exchange will (in the case of any Global Note, to the extent permitted by, and practicable under, the Depositary Procedures) be computed based on the total principal amount of Notes exchanged on such Exchange Date by such Holder.

(c) To convert a Note, the Holder thereof shall (i) if such Note is a Global Note, comply with the Depositary Procedures for exchanging such beneficial interest; (ii) if such Note is a Physical Note; (ii) if such Note is a Physical Note, (1) complete and manually sign the Notice of Exchange attached to such Physical Note, or a facsimile of the Notice of Exchange; (2) deliver the completed exchange notice, which is irrevocable, and the Physical Note to the Exchange Agent; and (3) if required, furnish any appropriate endorsements and transfer documents; (iii) if required, pay any amounts due pursuant to Section 8.02(i); and (iv) if required, pay all taxes or duties, if any.

The Trustee (and, if different, the Exchange Agent) shall notify the Company of any communication from the Depositary regarding an exchange (in the case of clause (i) above) or receipt of any exchange-related document (in the case of clause (ii) above), in each case promptly and, in any event, no later than the Business Day immediately following the date the Trustee or Exchange Agent, as the case may be, receives the same. If a Holder has validly delivered a Fundamental Change Repurchase Notice with respect to a Note, then such Note may not be exchanged, except to the extent (x) such Note is not subject to such notice; (y) such notice is withdrawn in accordance with Section 9.01(e)(iii) or (z) the Company fails to pay the related Fundamental Change Repurchase Price for such Note.

(d) A Note shall be deemed to have been exchanged immediately prior to the Close of Business on the date (the "***Exchange Date***") that the Holder has complied with the requirements set forth in subsection (c) above. Except as provided in Section 8.03 and Section 8.06, the Company will pay or deliver, as applicable, the Exchange Consideration due upon the exchange of any Note to the Holder as follows: (i) if Cash Settlement or Combination Settlement applies to such exchange, on or before the third (3rd) Business Day immediately after the last VWAP Trading Day of the Observation Period for such exchange; and (ii) if Physical Settlement applies to such exchange, on or before the third (3rd) Business Day immediately after the Exchange Date for such exchange; *provided*, *however*, that the Company will pay or deliver, as applicable, the Exchange Consideration due upon the exchange of any Note with an Exchange Date after the Regular Record Date immediately before the Maturity no later than the Maturity Date.

The Company shall cause the Parent to issue and deliver any Ordinary Shares due upon settlement of the exchange of any Note. The Company shall pay-up the Ordinary Shares, or procure that the Ordinary Shares are paid-up by another non-Irish subsidiary of the Parent, in full in cash, including, if applicable, any additional paid in capital (so as to be validly issued for the purposes of the requirements of the Irish Companies Act 2014). If, for any reason the Company is legally prohibited from paying-up the Ordinary Shares in full to at least their nominal value (for example, upon certain events of bankruptcy, insolvency or examinership), exchanging Holders shall be entitled to pay the nominal value per share ($0.001) in cash, and, in such circumstances, subject to receipt of such payment, the Parent shall issue the Ordinary Shares fully paid to that amount and exchanging Holders shall receive validly issued ordinary Shares.

If any Ordinary Shares are due to exchanging Holders, the Company shall issue or cause to be issued by its stock transfer agent, and deliver to the Exchange Agent or to such Holder, or such Holder's nominee or nominees, certificates or a book-entry transfer through the Depositary for the full number of Ordinary Shares to which such Holder shall be entitled in satisfaction of the Company's Exchange Obligation. Prior to the issuance of Ordinary Shares, the Company shall give the Exchange Agent notice of the number of Ordinary Shares being so issued and the method by which the issuance shall take place. Any required funds due to an exchanging Holder in connection with a Cash Settlement or Combination Settlement shall be delivered to the Paying Agent. For the avoidance of doubt, neither the Exchange Agent nor the Trustee shall have any responsibility for the issuance by the Company of Ordinary Shares.

(e) If any Physical Note is surrendered for partial exchange, the Company shall execute and the Trustee shall authenticate and deliver to or upon the written order of the Holder of such Note so surrendered a new Note or Notes in Authorized Denominations in an aggregate principal amount equal to the un-exchanged portion of such Note, without payment of any service charge by the exchanging Holder but, if required by the Company, with payment by the exchanging Holder of a sum sufficient to cover any documentary, stamp or similar issue or transfer tax or similar governmental charge required by law or that may be imposed in connection therewith as a result of the name of the Holder of the new Notes issued upon such exchange being different from the name of the Holder of the old Notes surrendered for such exchange.

(f) If a Holder submits a Note for exchange, the Company, but not the Parent (and, to such extent, the Guarantee of the Parent shall not apply), shall pay any documentary, stamp or similar issue or transfer tax or similar governmental charge due on the issue of any Ordinary Shares upon exchange, unless the tax is due because the Holder requests such shares to be issued in a name other than the Holder's name, in which case the Holder shall pay that tax. The Company (or, if the stock certificates are delivered by the Company to the Exchange Agent for further delivery to the exchanging Holder, the Exchange Agent) may refuse to deliver the certificates representing (or cause the book-entry transfer of) the Ordinary Shares being issued in a name other than the Holder's name until the Company receives a sum sufficient to pay any tax that is due by such Holder in accordance with the immediately preceding sentence.

(g) Except as provided in Section 8.04, no adjustment shall be made for dividends on any Ordinary Shares issued upon the exchange of any Note.

(h) Upon the exchange of an interest in a Note that is a Global Note, the Trustee shall make a notation on such Note as to the reduction in the principal amount represented thereby. The Company shall notify the Trustee in writing of any exchange of Notes effected through any Exchange Agent other than the Trustee.

(i) Notwithstanding the foregoing, if the Exchange Date of a Note is after a Regular Record Date and before the next Interest Payment Date, then (i) the Holder of such Note at the Close of Business on such Regular Record Date will be entitled, notwithstanding such exchange (and, for the avoidance of doubt, notwithstanding anything set forth in the proviso to this sentence), to receive, on the earlier of such Interest Payment Date and the date the Company delivers the Exchange Consideration due in respect of such exchange, the unpaid interest that would have accrued on such Note to, but excluding, such Interest Payment Date (assuming, solely for these purposes, that such Note remained outstanding through such Interest Payment Date); and (ii) such Note, when surrendered for exchange, must be accompanied with an amount of cash equal to the amount of such interest referred to in clause (i) above; *provided, however*, that such Holder need not deliver such cash (w) if the Company has specified a Redemption Date that is after such Regular Record Date and on or before the Business Day immediately after such Interest Payment Date; (x) if such Exchange Date occurs after the Regular Record Date immediately before the Maturity Date; (y) if the Company has specified a Fundamental Change Repurchase Date that is after such Regular Record Date and on or before such Interest Payment Date or (z) to the extent of any overdue interest or interest that has accrued on any overdue interest. For the avoidance of doubt, as a result of, and without limiting the generality of, the

foregoing, if a Note is exchanged with an Exchange Date that is after the Regular Record Date immediately before the Maturity Date, then the Company will pay, as provided above, the interest that would have accrued on such Note to, but excluding, the Maturity Date.

(j) The person in whose name any Ordinary Shares issuable upon exchange of any Note will be deemed to become the holder of record of such shares as of the Close of Business on (i) the applicable Exchange Date, in the case of Physical Settlement; or (ii) the last VWAP Trading Day of the Observation Period for such exchange, in the case of Combination Settlement. Prior to the Close of Business on such Exchange Date or last VWAP Trading Day, as applicable, the Ordinary Shares, if any, issuable upon exchange of such Notes will not be deemed to be outstanding for any purpose and such Holder shall have no rights with respect to such Ordinary Shares by virtue of holding the Notes, including voting rights in the Parent, rights to respond to tender offers and rights to receive any dividends or other distributions on the Ordinary Shares.

(k) If a Holder exchanges a Note, then the Company will not adjust the Exchange Rate to account for any accrued and unpaid interest on such Note, and, except as provided in Section 8.02(i), the Company's delivery of the Exchange Consideration due in respect of such exchange will be deemed to fully satisfy and discharge the Company's obligation to pay the principal of, and accrued and unpaid interest, if any, on, such Note to, but excluding the Exchange Date. As a result, except as provided in Section 8.02(i), any accrued and unpaid interest on an exchanged Note will be deemed to be paid in full rather than cancelled, extinguished or forfeited. In addition, subject to Section 8.02(i), if the Exchange Consideration for a Note consists of both cash and Ordinary Shares, then accrued and unpaid interest that is deemed to be paid therewith will be deemed to be paid first out of such cash.

(l) Notwithstanding anything to the contrary in the Indenture or the Notes, Notes may be exchanged only in Authorized Denomination.

Section 8.03. *Increased Exchange Rate Applicable to Certain Notes Surrendered in Connection with Make-Whole Fundamental Changes*. (a) If Make-Whole Fundamental Change occurs and the Exchange Date for the exchange of a Note occurs during the related Make-Whole Fundamental Change Exchange Period, then, subject to this Section 8.03, the Exchange Rate applicable to such exchange will be increased by a number of shares (the "***Additional Shares***") set forth in the table below corresponding (after interpolation as provided in, and subject to, the provisions below) to the Make-Whole Fundamental Change Effective Date and the Stock Price of such Make-Whole Fundamental Change:

Make-Whole Fundamental Change Effective Date	**Stock Price**											
	$5.53	**$6.00**	**$6.50**	**$7.00**	**$7.74**	**$10.00**	**$12.50**	**$15.00**	**$25.00**	**$35.00**	**$45.00**	**$55.00**
June 7, 2016	51.6662	50.3265	46.4092	40.8214	34.3243	22.2250	15.3920	11.4480	4.6788	2.0823	0.7331	0.0000
July 1, 2017	51.6662	49.3012	43.4477	37.7300	31.1770	19.4150	13.1584	9.7113	4.0192	1.8334	0.6627	0.0000
July 1, 2018	51.6662	47.9617	40.3815	34.3829	27.6395	16.1430	10.5672	7.7167	3.2508	1.5414	0.6024	0.0000
July 1, 2019	51.6662	45.5983	37.1985	30.6414	23.4548	12.1490	7.4968	5.4093	2.3416	1.1549	0.4989	0.0000
July 1, 2020	51.6662	44.1850	34.1508	26.3571	18.0711	6.9490	3.8664	2.8040	1.2712	0.6500	0.3053	0.0000
July 1, 2021	51.6662	42.9510	31.2575	23.3786	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

If such Make-Whole Fundamental Change Effective Date or Stock Price are not set forth in the table above, then:

(i) if such Stock Price is between two Stock Prices in the table above or the Make-Whole Fundamental Change Effective Date is between two Make-Whole Fundamental Change Effective Dates in the table above, then the number of Additional Shares will be determined by a straight-line interpolation between the numbers of Additional Shares set forth for the higher and lower Stock Prices in the table and the earlier and later Make-Whole Fundamental Change Effective Dates in the table above, as applicable, based on a 365- or 366-day year, as applicable;

(ii) if the Stock Price is greater than $55.00 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above are adjusted pursuant to Section 8.03(b)), then no Additional Shares will be added to the Exchange Rate; and

(iii) if the Stock Price is less than $5.53 per share (subject to adjustment in the same manner as the Stock Prices set forth in the column headings of the table above are adjusted pursuant to Section 8.03(b)), then no Additional Shares will be added to the Exchange Rate.

Notwithstanding anything to the contrary in the Indenture or the Notes, in no event will the Exchange Rate be increased to an amount that exceeds 180.8318 Ordinary Shares per $1,000 principal amount of Notes, which amount is subject to adjustment in the same manner as, and at the same time and for the same events for which, the Exchange Rate is required to be adjusted pursuant to Section 8.04.

(b) The Stock Prices in the first row (*i.e.*, the column headers) of the table set forth in Section 8.03(a) will be adjusted in the same manner as, and at the same time and for the same events for which, the Exchange Price is adjusted as a result of the operation of Section 8.04. The numbers of Additional Shares in the table set forth in Section 8.03(a) will be adjusted in the same manner as, and at the same time and for the same events for which, the Exchange Rate is adjusted pursuant to Section 8.04.

(c) The Company shall provide notice to Holders of each Make-Whole Fundamental Changes in accordance with Section 8.01(b)(iv).

Section 8.04. *Adjustment of Exchange Rate*. The Exchange Rate shall be adjusted from time to time by the Company if any of the following events occurs, except that the Company shall not make any adjustments to the Exchange Rate for any transactions described below (other than in the case of (x) a share subdivision or share consolidation or (y) a tender or exchange offer), if each Holder of the Notes participates in such transaction at the same time and upon the same terms as holders of the Ordinary Shares and solely as a result of holding the Notes, without having to exchange its Notes and as if it held a number of Ordinary Shares equal to the Exchange Rate, *multiplied by* the principal amount (expressed in thousands) of Notes held by such Holder.

(a) If the Parent exclusively issues Ordinary Shares as a dividend or distribution on all or substantially all of its Ordinary Shares, or if the Parent effects a share subdivision or share consolidation, the Exchange Rate shall be adjusted based on the following formula:

$$ER_1 = ER_0 \times \frac{OS_1}{OS_0}$$

where,

ER_0 = the Exchange Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date of such dividend or distribution, or immediately prior to the Open of Business on the Effective Date of such share subdivision or share consolidation, as applicable;

ER_1 = the Exchange Rate in effect immediately after the Open of Business on such Ex-Dividend Date or Effective Date, as applicable;

OS_0 = the number of Ordinary Shares outstanding immediately prior to the Open of Business on such Ex-Dividend Date or Effective Date, as applicable; and

OS_1 = the number of Ordinary Shares outstanding immediately after giving effect to such dividend, distribution, share subdivision or share consolidation, as applicable.

Any adjustment made under this Section 8.04(a) shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution, or immediately after the Open of Business on the Effective Date for such share subdivision or share consolidation. If any dividend or distribution of the type described in this Section 8.04(a) is declared but not so paid or made, the Exchange Rate shall be immediately readjusted, effective as of the date the Parent determines not to pay such dividend or distribution, to the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

(b) If the Parent issues to all or substantially all holders of Ordinary Shares any rights, options or warrants (other than pursuant to a shareholder rights plan) entitling them, for a period of not more than forty five (45) calendar days after the date of such issuance, to subscribe for or purchase Ordinary Shares at a price per share less than the average of the Last Reported Sale Prices per Ordinary Share over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance, the Exchange Rate will be increased based on the following formula:

$$ER_1 = ER_0 \times \frac{OS_0 + X}{OS_0 + Y}$$

where,

ER_0 = the Exchange Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such issuance;

ER_1 = the Exchange Rate in effect immediately after the Open of Business on such Ex-Dividend Date;

OS_0 = the number of Ordinary Shares outstanding immediately prior to the Open of Business on such Ex-Dividend Date;

X = the total number of Ordinary Shares issuable pursuant to such rights, options or warrants; and

Y = the number of Ordinary Shares equal to the aggregate price payable to exercise such rights, options or warrants, *divided by* the average of the Last Reported Sale Prices per Ordinary Share over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the date of announcement for such issuance.

Any increase made under this Section 8.04(b) shall be made successively whenever any such rights, options or warrants are issued and shall become effective immediately after the Open of Business on the Ex-Dividend Date for such issuance. To the extent that Ordinary Shares are not delivered after the expiration of such rights, options or warrants, the Exchange Rate shall be readjusted to the Exchange Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of Ordinary Shares actually delivered. If such rights, options or warrants are not so issued, or if no such rights, options or warrants are exercised prior to their expiration, the Exchange Rate shall be readjusted to be the Exchange Rate that would then be in effect if such Ex-Dividend Date for such issuance had not occurred.

For purposes of this Section 8.04(b) and for the purpose of Section 8.01(b)(iii)(B), in determining whether any rights, options or warrants entitle the holders to subscribe for or purchase Ordinary Shares at a price per Ordinary Share less than such average of the Last Reported Sale Prices per Ordinary Share over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the declaration date for such issuance, and in determining the aggregate offering price of such Ordinary Shares, there shall be taken into account any consideration received by the Parent for such rights, options or warrants and any amount payable on exercise or exchange thereof, the value of such consideration, if other than cash, to be determined by the Parent in good faith.

(c) If the Parent distributes any shares of its Capital Stock, evidences of its indebtedness, other assets or property of the Parent or rights, options or warrants to acquire its Capital Stock or other securities, to all or substantially all holders of the Ordinary Shares, excluding (i) dividends, distributions, rights, options or warrants described in Section 8.04(a) or Section 8.04(b), (ii) dividends or distributions paid exclusively in cash described in Section 8.04(d), (iii) any dividends and distributions in connection with an Ordinary Share Change Event, (iv) except as otherwise set forth in this Section 8.04, rights issued pursuant to a shareholder rights plan adopted by the Parent and (v) Spin-Offs as to which the provisions set forth below in this Section 8.04(c) shall apply (any of such shares of Capital Stock, evidences of indebtedness, other assets, property, rights, options or warrants, the "***Distributed Property***"), then the Exchange Rate shall be increased based on the following formula:

$$ER_1 = ER_0 \times \frac{SP_0}{SP_0 - FMV}$$

where,

ER_0 = the Exchange Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such distribution;

ER_1 = the Exchange Rate in effect immediately after the Open of Business on such Ex-Dividend Date;

SP_0 = the average of the Last Reported Sale Prices per Ordinary Share over the ten (10) consecutive Trading Day period ending on, and including, the Trading Day immediately preceding the Ex-Dividend Date for such distribution; and

FMV = the fair market value (as determined by the Parent in good faith) of the share capital, evidences of indebtedness, other assets or property of the Parent or rights, options or warrants to acquire the Parent's share capital or other securities distributed with respect to each Ordinary Share outstanding on the Ex-Dividend Date for such distribution.

Any increase made under the portion of this Section 8.04(c) shall become effective immediately after the Open of Business on the Ex-Dividend Date for such distribution. If such distribution is not so paid or made, the Exchange Rate shall be readjusted to the Exchange Rate that would then be in effect if such distribution had not been declared. If "FMV" (as defined above) is equal to or greater than the "SP_0" (as defined above), in lieu of the foregoing increase, provision will be made such that each Holder of a Note shall receive, in respect of each $1,000 principal amount of Notes it holds, upon exchange, the amount and kind of Distributed Property that such Holder would have received if such Holder owned a number of Ordinary Shares equal to the Exchange Rate in effect on the Ex-Dividend Date for the distribution.

With respect to an adjustment pursuant to this Section 8.04(c) where there has been a payment of a dividend or other distribution on the Ordinary Shares of shares or share capital of any class or series, or similar equity interest, of or relating to a Subsidiary or other business unit of the Parent, and such shares, share capital or similar equity interest is listed or quoted (or will be listed or quoted upon the consummation of such dividend or other distribution) on a U.S. national securities exchange or a reasonably comparable non-U.S. equivalent (a "***Spin-Off***"), the Exchange Rate shall be increased based on the following formula:

$$ER_1 = ER_0 \times \frac{FMV_0 + MP_0}{MP_0}$$

where,

ER_0 = the Exchange Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such Spin-Off;

ER_1 = the Exchange Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such Spin-Off;

FMV_0 = the average of the Last Reported Sale Prices of the shares, share capital or similar equity interest distributed to holders of the Ordinary Shares applicable to one (1) Ordinary Share (determined by reference to the definition of Last Reported Sale Price as set forth in Section 1.01 as if references therein to Ordinary Shares were to such shares, share capital or similar equity interest) over the first ten (10) consecutive Trading Day period after, and including, the Ex-Dividend Date of the Spin-Off (the "*Valuation Period*"); and

MP_0 = the average of the Last Reported Sale Prices per Ordinary Share over the Valuation Period.

The adjustment to the Exchange Rate under the preceding paragraph will be determined on the last Trading Day of the Valuation Period, but given effect as of the Ex-Dividend Date for the Spin-Off; *provided*, *however*, that (i) if the Exchange Settlement Date for a Note whose exchange is to be settled pursuant to Cash Settlement or Combination Settlement occurs on or before the last Trading Day in the such Valuation Period and any VWAP Trading Day in the Observation Period for such exchange occurs on any Trading Day within such Valuation Period, then, solely for purposes of determining the Exchange Consideration for such exchange, such Valuation Period will be deemed to be the period from, and including, the Ex-Dividend Date for such Spin-Off to, and including, the last VWAP Trading Day in such Observation Period (or, if such VWAP Trading Day is not a Trading Day, the immediately preceding Trading Day); and (ii) if the Exchange Settlement Date for a Note whose exchange is to be settled pursuant to Physical Settlement occurs on or before the last Trading Day in such Valuation Period and the Exchange Date for such exchange occurs on any Trading Day within such Valuation Period, then, solely for purposes of determining the Exchange Consideration for such exchange, such Valuation Period will be deemed to be the period from, and including, the Ex-Dividend Date for such Spin-Off to, and including, such Exchange Date (or, if such Exchange Date is not a Trading Day, the immediately preceding Trading Day).

If any dividend or distribution that constitutes a Spin-Off is not so paid, the Exchange Rate shall be readjusted, effective as of the date the Parent determines not to pay such dividend or distribution, to the Exchange Rate that would then be in effect if such dividend or distribution had not been declared.

(d) If any cash dividend or distribution is made to all or substantially all holders of the Ordinary Shares, the Exchange Rate will be adjusted based on the following formula:

$$ER_1 = ER_0 \times \frac{SP_0}{SP_0 - C}$$

where,

ER_0 = the Exchange Rate in effect immediately prior to the Open of Business on the Ex-Dividend Date for such dividend or distribution;

ER_1 = the Exchange Rate in effect immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution;

SP_0 = the Last Reported Sale Price per Ordinary Share on the Trading Day immediately preceding the Ex-Dividend Date for such dividend or distribution; and

C = the amount in cash per Ordinary Share that the Parent distributes to all or substantially all holders of the Ordinary Shares.

Any increase pursuant to this Section 8.04(d) shall become effective immediately after the Open of Business on the Ex-Dividend Date for such dividend or distribution. If such dividend or distribution is not so paid, the Exchange Rate shall be decreased to be the Exchange Rate that would then be in effect if such dividend or distribution had not been declared. If "C" (as defined above) is equal to or greater than "SP0" (as defined above), in lieu of the foregoing increase, provision will be made such that. each Holder of a Note shall receive, for each $1,000 principal amount of Notes it holds, upon exchange, the amount of cash that such Holder would have received if such Holder owned a number of Ordinary Shares equal to the Exchange Rate on the Ex-Dividend Date for such cash dividend or distribution.

(e) If the Parent or any of its Subsidiaries makes a payment in respect of a tender offer or exchange offer for Ordinary Shares, other than odd lot tender offers, to the extent that the cash and value of any other consideration included in the payment per Ordinary Share exceeds the average of the Last Reported Sale Prices per Ordinary Share over the ten (10) consecutive Trading Day period (the "***Tender/Exchange Offer Valuation Period***") commencing on, and including, the Trading Day next succeeding the last date (the "***Expiration Date***") on which tenders or exchanges may be made pursuant to such tender or exchange offer, the Exchange Rate shall be increased based on the following formula:

$$ER_1 = ER_0 \times \frac{AC + (SP_1 \times OS_1)}{OS_0 \times SP_1}$$

where,

ER_0 = the Exchange Rate in effect immediately prior to the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

ER_1 = the Exchange Rate in effect immediately after the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

AC = the aggregate value, on the Expiration Date, of all cash and any other consideration (as determined by the Parent) paid or payable for Ordinary Shares purchased in such tender or exchange offer;

OS_0 = the number of Ordinary Shares outstanding immediately prior to the Close of Business on the on the Expiration Date (prior to giving effect to the purchase of all Ordinary Shares accepted for purchase or exchange in such tender or exchange offer);

OS_1 = the number of Ordinary Shares outstanding immediately after the Close of Business on the Expiration Date (after giving effect to the purchase of all Ordinary Shares accepted for purchase or exchange in such tender or exchange offer); and

SP_1 = the average of the Last Reported Sale Prices per Ordinary Share over the Tender/Exchange Offer Valuation Period.

The adjustment to the Exchange pursuant to this Section 8.04(e) will occur immediately after the Close of Business on the tenth (10th) Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date; *provided*, *however*, that (i) if the Exchange Settlement Date for a Note whose exchange is to be settled pursuant to Cash Settlement or Combination Settlement occurs on or before the last Trading Day in such Tender/Exchange Offer Valuation Period and any VWAP Trading Day in the Observation Period for such exchange occurs on any Trading Day within such Tender/Exchange Offer Valuation Period, then, solely for purposes of determining the Exchange Consideration for such exchange, such Tender/Exchange Offer Valuation Period will be deemed to be the period from, and including, the Trading Day immediately after the Expiration Date for such tender or exchange offer to, and including, the last VWAP Trading Day in such Observation Period (or, if such VWAP Trading Day is not a Trading Day, the immediately preceding Trading Day); and (ii) if the Exchange Settlement Date for a Note whose exchange is to be settled pursuant to Physical Settlement occurs on or before the last Trading Day in such Tender/Exchange Offer Valuation Period and the Exchange Date for such exchange occurs on any Trading Day within such Tender/Exchange Offer Valuation Period, then, solely for purposes of determining the Exchange Consideration for such exchange, such Tender/Exchange Offer Valuation Period will be deemed to be the period from, and including, the Trading Day immediately after the Expiration Date to, and including, such Exchange Date (or, if such Exchange Date is not a Trading Day, the immediately preceding Trading Day. If the Parent or one of its subsidiaries is obligated to purchase Ordinary Shares pursuant to any such tender or exchange offer described in this Section 8.04(e) but is permanently prevented by applicable law from effecting any such purchase or all such purchases are rescinded, the Exchange Rate will be readjusted to be the Exchange Rate that would then be in effect if such tender or exchange offer had not been made or had been made only in respect of the purchases that have been effected.

(f) Notwithstanding this Section 8.04 or any other provision of the Indenture or the Notes, if (i) an Exchange Rate adjustment becomes effective on any Ex-Dividend Date as described above; (ii) a Note is exchanged and Physical Settlement or Combination Settlement applies to such exchange; (iii) the Exchange Date for such exchange (in the case of Physical Settlement) or any VWAP Trading Day in the Observation Period for such exchange (in the case of Combination Settlement) occurs on or after such Ex-Dividend Date and on or before the related record date; (iv) the Exchange Consideration due upon such exchange (in the case of Physical Settlement) or due with respect to such VWAP Trading Day (in the case of Combination Settlement) includes any whole Ordinary Shares and (v) the Holder of such Note would be treated as the record holder of such Ordinary Shares as of the related record date as provided in Section 8.02(j) based on an adjusted Exchange Rate for such Ex-Dividend Date, then, notwithstanding the Exchange Rate adjustment provisions in this Section 8.04, the Exchange Rate adjustment relating to such Ex-Dividend Date shall not be made for such exchanging Holder. Instead, such Holder shall be treated as if such Holder were the record owner of the Ordinary Shares on an unadjusted basis and participate in the related dividend, distribution or other event giving rise to such adjustment.

(g) Except as stated in this Indenture, the Company shall not adjust the Exchange Rate for the issuance of Ordinary Shares or any securities convertible into or exchangeable for Ordinary Shares or the right to purchase Ordinary Shares or such convertible or exchangeable securities.

(h) In addition to those adjustments required by clauses (a), (b), (c), (d) and (e) of this Section 8.04, and to the extent permitted by applicable law and subject to the applicable stock exchange rules, the Company from time to time may increase the Exchange Rate by any amount for a period of at least twenty (20) Business Days if the Company determines that such increase would be in its best interest. In addition, the Company may (but is not required to) increase the Exchange Rate to avoid or diminish any income tax to holders of Ordinary Shares or rights to purchase Ordinary Shares in connection with a dividend or distribution of Ordinary Shares (or rights to acquire Ordinary Shares) or similar event.

(i) Without limiting the foregoing, the Exchange Rate shall not be required to be adjusted:

(i) upon the issuance of any Ordinary Shares pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Parent's securities and the investment of additional optional amounts in Ordinary Shares under any plan;

(ii) upon the issuance of any Ordinary Shares or options or rights to purchase those Ordinary Shares pursuant to any present or future employee, director or consultant benefit plan or program of or assumed by the Parent or any of the Parent's Subsidiaries;

(iii) upon the issuance of any Ordinary Shares pursuant to any option, warrant, right or exercisable or exchangeable security not described in clause (ii) of this subsection and outstanding as of the date the Notes were first issued;

(iv) solely for a change in the par value of the Ordinary Shares;

(v) for accrued and unpaid interest, if any;

(vi) for an event otherwise requiring an adjustment, as described herein if such event is not consummated; or

(vii) for a third-party tender offer other than as described under Section 8.04(e).l

(j) Adjustments to the Exchange Rate will be calculated to the nearest 1/10,000th of an Ordinary Share. Prior to any Exchange Date, no adjustment in the Exchange Rate will be required unless the adjustment would require an increase or decrease of at least one percent (1%) in the Exchange Rate. If any adjustment is not required to be made because it would not change the Exchange Rate by at least one percent (1%), then the adjustment will be carried forward and

taken into account in any subsequent adjustment regardless of whether such subsequent increase or decrease would change the Exchange Rate by at least one percent (1%). On the earlier of January 1, 2021, any Redemption Date, any Exchange Date, any Fundamental Change Repurchase Date or the effective date of a Make-Whole Fundamental Change, adjustments to the Exchange Rate will be made with respect to any such adjustment carried forward and which has not been taken into account before such date. For the avoidance of doubt, adjustments made to this Section 8.04(j) will be made, solely to the extent the Company determines in its good faith judgment that any such adjustment is necessary, without duplication of any adjustment made pursuant to the provision set forth above.

(k) Whenever the Exchange Rate is adjusted as herein provided, the Company shall provide the Trustee (and the Exchange Agent, if not the Trustee) an Officer's Certificate setting forth the Exchange Rate after such adjustment and setting forth a brief statement of the facts requiring such adjustment. Unless and until a Responsible Officer of the Trustee (and Exchange Agent) shall have received such Officer's Certificate, the Trustee (and Exchange Agent) shall not be deemed to have knowledge of any adjustment of the Exchange Rate and may assume without inquiry that the last Exchange Rate of which it has knowledge is still in effect. As soon as reasonably practicable after delivery of such certificate, the Company shall prepare a notice of such adjustment of the Exchange Rate setting forth the adjusted Exchange Rate and the date on which each adjustment becomes effective and shall send such notice of such adjustment of the Exchange Rate to each Holder. Failure to deliver such notice shall not affect the legality or validity of any such adjustment.

(l) For purposes of this Section 8.04, the number of Ordinary Shares at any time outstanding shall not include Ordinary Shares held in the treasury of the Company so long as the Company does not pay any dividend or make any distribution on Ordinary Shares held in the treasury of the Company, but shall include Ordinary Shares issuable in respect of scrip certificates issued in lieu of fractions of Ordinary Shares.

Section 8.05. *Adjustments of Prices*. Whenever any provision of the Indenture requires the Company to calculate the Last Reported Sale Prices or the Daily VWAPs, or any function thereof, over a span of multiple days (including during an Observation Period or to calculate the Stock Price or an adjustment to the Exchange Rate), the Company will make appropriate adjustments to account for any adjustment to the Exchange Rate that becomes effective, or any transaction or other event requiring an adjustment to the Exchange Rate where the Ex-Dividend Date, effective date or Expiration Date, as applicable, of such transaction or event occurs, at any time during the period when such Last Reported Sale Prices, Daily VWAPs or function thereof are to be calculated.

Section 8.06. *Effect of Recapitalizations, Reclassifications and Changes of the Ordinary Shares*.

(a) If there occurs any:

(i) recapitalization, reclassification or change of the Ordinary Shares (other than changes resulting from a subdivision or consolidation or change in par value);

(ii) consolidation, merger, amalgamation, scheme of arrangement or offer or combination involving the Parent;

(iii) sale, lease or other transfer to a third party of the consolidated assets of the Parent and its Subsidiaries, substantially as an entirety; or

(iv) any statutory share exchange,

in each case, as a result of which, the Ordinary Shares would be exchanged into, or is exchanged for, stock, other securities, other property or assets (including cash or any combination thereof) (the "***Reference Property***," and the amount and kind of Reference Property that a holder of one (1) Ordinary Share would have received in such transaction, without giving effect to any arrangement to deliver cash in lieu of any fractional unit of any security or other property, a "***Reference Property Unit***"), (such a transaction, an "***Ordinary Share Change Event***"), then, at and after the effective time of such Ordinary Share Change Event, the Exchange Consideration due upon exchange of any note, and the conditions to the exchangeability thereof set forth in Section 8.01(b), will be determined as if each reference in Article 8 to any number of Ordinary Shares were instead a reference to the same number of Reference Property Units.

(b) If the Ordinary Share Change event causes the Ordinary Shares to be exchanged into, or exchanged for, the right to receive more than a single type of consideration (determined based in part upon any form of stockholder election), the composition of the Reference Property Unit will be deemed to be (x) the weighted average, per Ordinary Share, of the types and amounts of consideration received by the holders of Ordinary Shares that affirmatively make such an election; or (y) if no holders of Ordinary Shares affirmatively make such an election, the types and amounts of consideration actually by the holders of Ordinary Shares. The Company will notify Holders and the Trustee of the weighted average as soon as practicable after such determination is made. In addition, following any such Ordinary Share Change Event, (x) the Last Reported Sale Price of any Reference Property Unit or portion thereof that does not consist of a class of securities will be the fair value of such Reference Property Unit or portion thereof, as applicable, determined in good faith by the Company (or, in the case of cash denominated in U.S. dollars, the face amount thereof); (y) for purposes of the definition of "Fundamental Change" and "Make-Whole Fundamental Change," the term "Ordinary Shares" will be deemed to mean the common equity, if any, forming part of such Reference Property and (z) if such Reference Property Unit consists entirely of cash, then the Company will be deemed to elect Cash Settlement in respect of all exchanges whose Exchange Date occurs on or after the effective date of such Ordinary Share Change Event and will pay the cash due upon such exchanges no later than the third (3rd) Business Day after the relevant Exchange Date.

(c) As soon as practicable after learning the anticipated or actual effective date of any Ordinary Share Change Event, the Company will provide written notice to the Holders and the Trustee of such Ordinary Share Change Event, including a brief description of such Ordinary Share Change Event, its anticipated effective date and a brief description of the anticipated change in the exchange right of the Notes.

Section 8.07. *Certain Covenants*. (a) The Company covenants that all Ordinary Shares issued upon exchange of Notes will be fully paid up and non-assessable by the Parent and free from all taxes, liens and charges (other than those created by the Holder) with respect to the issue thereof.

(b) The Company further covenants that if at any time the Ordinary Shares shall be listed on any national securities exchange or automated quotation system the Company will use its reasonable efforts to list and keep listed, so long as the Ordinary Shares shall be so listed on such exchange or automated quotation system, any Ordinary Shares issuable upon exchange of the Notes.

Section 8.08. *Responsibility of Trustee*. The Trustee and any other Exchange Agent shall not at any time be under any duty or responsibility to any Holder to determine the Exchange Rate (or any adjustment thereto) or whether any facts exist that may require any adjustment (including any increase) of the Exchange Rate, or with respect to the nature or extent or calculation of any such adjustment when made, or with respect to the method employed, or herein or in any supplemental indenture provided to be employed, in making the same. The Trustee and any other Exchange Agent shall not be accountable with respect to the validity or value (or the kind or amount) of any Ordinary Shares, or of any securities, property or cash that may at any time be issued or delivered upon the exchange of any Note; and the Trustee and any other Exchange Agent make no representations with respect thereto. Neither the Trustee nor any Exchange Agent shall be responsible for any failure of the Company to issue, transfer or deliver any Ordinary Shares or stock certificates or other securities or property or cash upon the surrender of any Note for the purpose of exchange or to comply with any of the duties, responsibilities or covenants of the Company contained in this Article. Without limiting the generality of the foregoing, neither the Trustee nor any Exchange Agent shall be under any responsibility to determine the correctness of any provisions contained in any supplemental indenture entered into pursuant to Section 8.06 relating either to the kind or amount of shares of stock or securities or property (including cash) receivable by Holders upon the exchange of their Notes after any event referred to in such Section 8.06 or to any adjustment to be made with respect thereto, but, subject to the provisions of Section 6.3 of the Base Indenture, may accept (without any independent investigation) as conclusive evidence of the correctness of any such provisions, and shall be protected in relying upon, the Officer's Certificate (which the Company shall be obligated to file with the Trustee prior to the execution of any such supplemental indenture) with respect thereto. Neither the Trustee nor the Exchange Agent shall be responsible for determining whether any event contemplated by Section 9.01(b) has occurred that makes the Notes eligible for exchange or no longer eligible therefor until the Company has delivered to the Trustee and the Exchange Agent the notices referred to in Section 9.01(b) with respect to the commencement or termination of such exchange rights, on which notices the Trustee and the Exchange Agent may conclusively rely, and the Company agrees to deliver such notices to the Trustee and the Exchange Agent as soon as reasonably practicable after the occurrence of any such event or at such other times as shall be provided for in Section 9.01(b).

Section 8.09. *Stockholder Rights Plans*. To the extent the Parent has a stockholder rights plan applicable to Ordinary Shares in effect upon the exchange of a Note, the exchanging Holder will receive, in addition to any Ordinary Shares received in connection with such exchange, the rights under such stockholder rights plan. However, if prior to any exchange of Notes, the rights have separated from the Ordinary Shares in accordance with the provisions of such plan, the Exchange Rate shall be adjusted at the time of separation as if the Parent

distributed to all or substantially all holders of the Ordinary Shares, share capital of the Parent, evidences of indebtedness, other assets or property of the Parent or rights, options or warrants to acquire the Parent's share capital or other securities as provided in Section 8.04(c), subject to readjustment in the event of the expiration, termination or redemption of such rights.

ARTICLE 9
REPURCHASE OF NOTES AT OPTION OF HOLDERS

Section 9.01. *Repurchase at Option of Holders Upon a Fundamental Change*. (a) Subject to the other terms of this Section 9.01, if a Fundamental Change occurs, then each Holder will have the right (the "***Fundamental Change Repurchase Right***") to require the Company to repurchase such Holder's Notes (or any portion thereof of a Note in an Authorized Denomination) on the Fundamental Change Repurchase Date for such Fundamental Change for a cash purchase price equal to the Fundamental Change Repurchase Price. The Fundamental Change Repurchase Date for any Fundamental Change will be a Business Day of the Company's choosing that is no more than thirty five (35), nor less than twenty (20), Business Days after the date the Company sends the related Fundamental Change Repurchase Notice pursuant to Section 9.01(d).

(b) The Fundamental Change Repurchase Price for any Note to be repurchased following a Fundamental Change is an amount in cash equal to the principal amount of such Note plus accrued and unpaid interest on such Note to, but excluding, the Fundamental Change Repurchase Date for such Fundamental Change; *provided*, *however*, that if such Fundamental Change Repurchase Date is after a Regular Record Date and on or before the next Interest Payment Date, then (i) the Holder of such Note at the Close of Business on such Regular Record Date will be entitled, notwithstanding such repurchase, to receive, on such Fundamental Change Repurchase Date, the unpaid interest that would have accrued on such Note to, but excluding, such Fundamental Change Repurchase Date (assuming, solely for these purposes, that such Note remained outstanding through such Fundamental Change Repurchase Date, if such Fundamental Change Repurchase Date is before such Interest Payment Date); and (ii) the Fundamental Change Repurchase Price will not include accrued and unpaid interest on such Note to, but excluding, such Fundamental Change Repurchase Date.

(c) Notwithstanding anything to the contrary above, if the principal amount of the Notes has been accelerated (other than as a result of the Company's failure to pay the Fundamental Change Repurchase Price and any related interest described above on the Fundamental Change Repurchase Date) and such acceleration has not been rescinded on or before the Fundamental Change Repurchase Date for a Repurchase upon Fundamental Change , then (i) the Company shall not repurchase any Notes pursuant to this Section 9.01; and (ii) the Company will cause any Notes theretofore surrendered for such Repurchase upon Fundamental Change to be returned to the Holders thereof (or, if applicable with respect to Global Notes, cancel any instructions for book-entry transfer to the Company, the Trustee or the Paying Agent of the applicable beneficial interest in such Notes in accordance with the Depositary Procedures).

(d) On or before the twentieth (20th) calendar day after the occurrence of a Fundamental Change, the Company will provide to each Holder (and to any beneficial owner of a Global Note, if required by applicable law), the Trustee and the Paying Agent a written notice of such Fundamental Change (a "***Fundamental Change Repurchase Notice***").

Such Fundamental Change Repurchase Notice must state:

(i) briefly, the events causing such Fundamental Change;

(ii) the effective date of such Fundamental Change;

(iii) the procedures that a Holder must follow to require the Company to repurchase its Notes pursuant to this Section 9.01, including the deadline for exercising the Fundamental Change Repurchase Right and the procedures for submitting and withdrawing a Fundamental Change Repurchase Notice;

(iv) the Fundamental Change Repurchase Date for such Fundamental Change;

(v) the Fundamental Change Repurchase Price per $1,000 principal amount of Notes for such Fundamental Change (and, if such Fundamental Change Repurchase Date is after a Regular Record Date and on or before the next Interest Payment Date, the amount, manner and timing of the interest payment payable pursuant to the proviso to Section 9.01(b));

(vi) the name and address of the Paying Agent and the Exchange Agent;

(vii) the Exchange Rate in effect on the date of such Fundamental Change Repurchase Notice and a description and quantification of any adjustments to the Exchange Rate that may result from such Fundamental Change (including pursuant to Section 8.03);

(viii) that Notes for which a Fundamental Change Repurchase Notice has been duly tendered and not duly withdrawn must be delivered to the Paying Agent for the Holder thereof to be entitled to receive the Fundamental Change Repurchase Price;

(ix) that Notes (or any portion thereof) that are subject to a Fundamental Change Repurchase Notice that has been duly tendered may be exchanged only if such Fundamental Change Repurchase Notice is withdrawn in accordance with the Indenture; and

(x) the CUSIP and ISIN numbers, if any, of the Notes.

Neither the failure to deliver a Fundamental Change Repurchase Notice nor any defect in a Fundamental Change Repurchase Notice will limit the Fundamental Change Repurchase Right of any Holder or otherwise affect the validity of any proceedings relating to any Repurchase Upon Fundamental Change.

(e) *Procedures to Exercise the Fundamental Change Repurchase Right*.

(i) To exercise its Fundamental Change Repurchase Right for a Note following a Fundamental Change, the Holder thereof must deliver to the Paying Agent:

(A) before the Close of Business on the Business Day immediately before the related Fundamental Change Repurchase Date (or such later time as may be required by law), a duly completed, written Fundamental Change Repurchase Notice with respect to such Note; and

(B) such Note, duly endorsed for transfer (if such Note is a Physical Note) or by book-entry transfer (if such Note is a Global Note).

The Paying Agent will promptly deliver to the Company a copy of each Fundamental Change Repurchase Notice that it receives.

(ii) Each Fundamental Change Repurchase Notice with respect to a Note must state:

(A) if such Note is a Physical Note, the certificate number of such Note;

(B) the principal amount of such Note to be repurchased, which must be an Authorized Denomination; and

(C) that such Holder is exercising its Fundamental Change Repurchase Right with respect to such principal amount of such Note;

provided, *however*, that if such Note is a Global Note, then such Fundamental Change Repurchase Notice must comply with the Depositary Procedures (and any such Fundamental Change Repurchase Notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this Section 9.01(e)).

(iii) *Withdrawal of Fundamental Change Repurchase Notice.* A Holder that has delivered a Fundamental Change Repurchase Notice with respect to Note may withdraw such Fundamental Change Repurchase Notice by delivering a written notice of withdrawal to the Paying Agent at any time before the Close of Business on the Business Day immediately before the related Fundamental Change Repurchase Date. Such withdrawal notice must state:

(A) if such Note is a Physical Note, the certificate number of such Note;

(B) the principal amount of such Note to be withdrawn, which must be an Authorized Denomination; and

(C) the principal amount of such Note, if any, that remains subject to such Fundamental Change Repurchase Notice, which must be an Authorized Denomination;

provided, *however*, that if such Note is a Global Note, then such withdrawal notice must comply with the Depositary Procedures (and any such withdrawal notice delivered in compliance with the Depositary Procedures will be deemed to satisfy the requirements of this Section 9.01(e)).

Upon receipt of any such withdrawal notice with respect to a Note (or any portion thereof), the Paying Agent will promptly deliver a copy of such withdrawal notice to the Company.

(f) Notwithstanding anything to the contrary in this Section 9.01, the Company will be deemed to satisfy its obligations under this Section 9.01 if one or more third parties conduct any Repurchase Upon Fundamental Change and related offer to repurchase Notes otherwise required by this Section 9.01 in a manner that would have satisfied the requirements of this Section 9.01 if conducted directly by the Company.

(g) Notwithstanding anything to the contrary in this Section 9.01, the Company will not be required to send a Fundamental Change Repurchase Notice pursuant to Section 9.01(d), or offer to repurchase or repurchase any Notes pursuant to this Section 9.01, in connection with a Fundamental Change occurring pursuant to clause (c) (or a Fundamental Change occurring pursuant to clause (c) that also results in a Fundamental Change occurring pursuant to clause (b)) of the definition thereof, if (i) such Fundamental Change constitutes an Ordinary Share Change Event whose Reference Property consists solely of cash in U.S. dollars; (ii) immediately after such Fundamental Change, the Notes become exchangeable, pursuant to Section 8.06 and, if applicable, Section 8.03, into solely such cash in an amount per Note that equals or exceeds the Fundamental Change Repurchase Price per Note (calculated assuming that the same includes accrued interest to, but excluding, the latest possible Fundamental Change Repurchase Date for such Fundamental Change); and (iii) the Company timely sends the notice relating to such Fundamental Change required pursuant to Section 8.01(b)(iv).

Section 9.02. *Deposit of Fundamental Change Repurchase Price.* The Company will cause the Fundamental Change Repurchase Price for a Note (or portion thereof) to be repurchased pursuant to a Repurchase Upon Fundamental Change to be paid to the Holder thereof on or before the later of (a) the applicable Fundamental Change Repurchase Date; and (b) the date (i) such Note is delivered to the Paying Agent (in the case of a Physical Note) or (ii) the Depositary Procedures relating to the repurchase, and the delivery to the Paying Agent, of such Holder's beneficial interest in such Note to be redeemed are complied with (in the case of a Global Note). For the avoidance of doubt, interest payable pursuant to the proviso to Section 9.01(b) on any Note to be repurchased pursuant to a Repurchase Upon Fundamental Change must be paid pursuant to such proviso regardless of whether such Note is delivered or such Depositary Procedures are complied with pursuant to the first sentence of this Section 9.02.

Section 9.03. *Covenant to Comply with Applicable Laws Upon Repurchase of Notes*. To the extent applicable, the Company will comply with all federal and state securities laws in connection with a Repurchase Upon Fundamental Change (including complying with Rules 13e-4 and 14e-1 under the Exchange Act and filing any required Schedule TO, to the extent applicable) so as to permit effecting such Repurchase Upon Fundamental Change in the manner set forth in the Indenture.

ARTICLE 10
REDEMPTION UPON A CHANGE IN TAX LAW

Section 10.01. *Applicability of Article Eleven of the Base Indenture.* For purposes of the Notes, this Article 10 shall replace in its entirety Article Eleven of the Base Indenture, and all references in the Base Indenture to Article Eleven thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Article 10 and the applicable provisions set forth in this Article 10, respectively.

Section 10.02. *Redemption Upon a Change in Tax Law.* No sinking fund shall be required for the Notes. The Notes shall not be redeemable by the Company prior to the Maturity Date except to the extent set forth in this Article 10. Prior to the Maturity Date, if the Company has, or on the next Interest Payment Date would, become obligated to pay to the Holder of any Note Additional Amounts as a result of any change or amendment on or after the date of this Supplemental Indenture in the laws or any rules or regulations of a Relevant Taxing Jurisdiction or any change on or after the date of this Supplemental Indenture in an interpretation, administration or application of such laws, rules or regulations by any legislative body, court, governmental agency, taxing authority or regulatory or administrative authority of such Relevant Taxing Jurisdiction (including the enactment of any legislation and the formal announcement or publication of any judicial decision or regulatory or administrative interpretation or determination), then the Company may, at its option, redeem all (a "***Redemption***"), but not less than all, of the Notes, for cash at the Redemption Price.

Section 10.03. *Notice of Redemption; Selection of Notes.* (a) If the Company exercises its right to redeem all of the Notes pursuant to Section 10.02, it shall fix a date for redemption (each, a "***Redemption Date***") and it shall send a notice of such Redemption (a "***Redemption Notice***") not less than thirty (30) Scheduled Trading Days nor more than sixty (60) calendar days prior to the Redemption Date to each Holder of Notes so to be redeemed; *provided*, *however*, that, if the Company shall give such notice, it shall also give written notice of the Redemption Date to the Trustee at least five (5) Business Days prior to the date sent to Holders. The Redemption Date must be a Business Day.

(b) The Redemption Notice, if sent in the manner provided in the Indenture, shall be conclusively presumed to have been duly given, whether or not the Holder receives such notice. In any case, failure to give such Redemption Notice by mail, electronic delivery or otherwise or any defect in the Redemption Notice to the Holder of any Note designated for redemption shall not affect the validity of the proceedings for the redemption of any other Note.

(c) Each Redemption Notice shall specify:

(i) the Redemption Date;

(ii) the Redemption Price;

(iii) that on the Redemption Date, the Redemption Price will become due and payable upon each Note to be redeemed, and that interest thereon, if any, shall cease to accrue on and after the Redemption Date (except as provided in the definition of Redemption Price with respect to a Redemption Date that falls after a Regular Record Date but on or prior to the immediately succeeding Interest Payment Date);

(iv) the place or places where such Notes are to be surrendered for payment of the Redemption Price;

(v) that Holders may surrender their Notes for exchange at any time prior to the Close of Business on the Scheduled Trading Day immediately preceding the Redemption Date;

(vi) the procedures an exchanging Holder must follow to exchange its Notes and the Settlement Method and Specified Dollar Amount, if applicable;

(vii) the Exchange Rate and, if applicable, the number of Additional Shares added to the Exchange Rate in accordance with Section 8.03; and

(viii) the CUSIP, ISIN or other similar numbers, if any, assigned to such Notes.

A Redemption Notice shall be irrevocable and will not be subject to conditions, and outstanding Notes will become due and payable at the Redemption Price on the Redemption Date.

(d) If fewer than all of the outstanding Notes are to be redeemed, the Trustee shall select the Notes or portions thereof to be redeemed (in Authorized Denominations) by lot, on a *pro rata* basis or by another method the Trustee considers to be fair and appropriate and in each case subject to requirements of applicable law and of the applicable Depositary. If any Note selected for redemption is submitted for exchange after such selection, the portion of the Note submitted for exchange shall be deemed (so far as may be possible) to be the portion selected for redemption.

Section 10.04. *Payment of Notes Called for Redemption.* (a) If any Redemption Notice has been given in respect of the Notes in accordance with Section 10.03, the Notes shall become due and payable on the Redemption Date at the place or places stated in the Redemption Notice and at the applicable Redemption Price, except as provided in the definition of Redemption Price with respect to a Redemption Date that falls after a Regular Record Date but on or prior to the immediately succeeding Interest Payment Date. On presentation and surrender of the Notes at the place or places stated in the Redemption Notice, the Notes shall be paid and redeemed by the Company at the applicable Redemption Price.

Section 10.05. *Restrictions on Redemption.* Notwithstanding anything to the contrary in the Indenture or the Notes, the Company may not redeem any Notes if the principal amount of the Notes has been accelerated (other than as a result of failure to pay the Redemption Price and any related interest as provided in this Article 10) and such acceleration has not been rescinded on or before the related Redemption Date.

ARTICLE 11
GUARANTEES

Section 11.01. *Applicability of Article Fourteen of the Base Indenture.* For purposes of the Notes, this Article 11 shall replace in its entirety Article Fourteen of the Base Indenture, and all references in the Base Indenture to Article Fourteen thereof and the provisions therein, as the case may be, shall, with respect to the Notes, be deemed to be references to this Article 11 and the applicable provisions set forth in this Article 11, respectively.

Section 11.02. *Guarantees.*

(a) By its execution of this Supplemental Indenture (or any amended or supplemental indenture pursuant to Section 6.01), each Guarantor acknowledges and agrees that it receives substantial benefits from the Company and that such Guarantor is providing its Guarantee for good and valuable consideration, including such substantial benefits. Subject to this Article 11, each of the Guarantors hereby, jointly and severally, fully and unconditionally guarantees, to each Holder of a Note authenticated and delivered by the Trustee and to the Trustee and its successors and assigns, regardless of the validity or enforceability of the Indenture, the Notes or the obligations of the Company under the Indenture or the Notes, that:

(i) the principal of, any interest on, and any Exchange Consideration for, the Notes will be promptly paid in full when due, whether at maturity, by acceleration, on a Fundamental Change Repurchase Date, upon Redemption or otherwise, and interest on the overdue principal of, any interest on, or any Exchange Consideration for, the Notes, if lawful, and all other obligations of the Company to the Holders or the Trustee under the Indenture or the Notes, will be promptly paid or delivered in full or performed, as applicable, in each case in accordance with the Indenture and the Notes; and

(ii) in case of any extension of time of payment or renewal of any Notes or any of such other obligations, that the same will be promptly paid in full when due or performed in accordance with the terms of the extension or renewal, whether at stated maturity, by acceleration, on a Fundamental Change Repurchase Date , upon Redemption or otherwise,

(collectively, the "***Guaranteed Obligations***"), in each case subject to Section 11.03.

Upon the failure of any payment when due of any amount so guaranteed, and upon the failure of any performance so guaranteed, for whatever reason, the Guarantors will be jointly and severally obligated to pay or perform, as applicable, the same immediately. Each Guarantor agrees that this is a guarantee of payment and not a guarantee of collection.

(b) Each Guarantor agrees that its Guarantee of the Guaranteed Obligations is unconditional, regardless of the validity or enforceability of the Indenture, the Notes or the obligations of the Company under the Indenture or the Notes, the absence of any action to enforce the same, any waiver or consent by any Holder with respect to any provisions of the Indenture or the Notes, the recovery of any judgment against the Company, any action to enforce the same or any other circumstance that might otherwise constitute a legal or equitable discharge

or defense of a guarantor. Each Guarantor waives diligence, presentment, demand of payment, filing of claims with a court in the event of insolvency or bankruptcy of the Company, any right to require a proceeding first against the Company, protest, notice and all demands whatsoever, and covenants that this Guarantee will not be discharged except by complete performance of the obligations contained in the Indenture and the Notes.

(c) If any Holder or the Trustee is required by any court or otherwise to return, to the Company, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to the Company or the Guarantors, any amount paid by the Company or the Guarantors to such Holder or the Trustee, then each Guarantee, to the extent theretofore discharged, will be reinstated in full force and effect.

(d) Each Guarantor agrees that it will not be entitled to any right of subrogation in relation to the Holders in respect of any obligations guaranteed by it under a Guarantee until payment in full of all Guaranteed Obligations. Each Guarantor further agrees that, as between the Guarantors, on the one hand, and the Holders and the Trustee, on the other hand, (i) the maturity of the Guaranteed Obligations may be accelerated as provided in Article 5, notwithstanding any stay, injunction or other prohibition preventing such acceleration in respect of the Guaranteed Obligations; and (ii) if any Guaranteed Obligations are accelerated pursuant to Article 5, then such Guaranteed Obligations will, whether or not due and payable, immediately become due and payable by the Guarantors. Each Guarantor will have the right to seek contribution from any non-paying Guarantor, but only if the exercise of such right does not impair the rights of the Holders under any Guarantee.

Section 11.03. *Limitation on Guarantor Liability*.

Each Guarantor, and, by its acceptance of any Note, each Holder, confirms that each Guarantor and the Holders intend that the Guarantee of each Guarantor not constitute a fraudulent transfer or conveyance for purposes of Bankruptcy Law, the Uniform Fraudulent Conveyance Act, the Uniform Fraudulent Transfer Act or any similar federal or state law to the extent applicable to any Guarantee. Each of the Trustee, the Holders and each Guarantor irrevocably agrees that the obligations of each Guarantor under its Guarantee will be limited to the maximum amount that will, after giving effect to such maximum amount and all other contingent and fixed liabilities of such Guarantor that are relevant under such laws, and after giving effect to any collections from, rights to receive contribution from or payments made by or on behalf of any other Guarantor in respect of the obligations of such other Guarantor under its Guarantee, result in the obligations of such Guarantor under its Guarantee not constituting a fraudulent transfer or conveyance. Notwithstanding anything to the contrary in this Article 11, the Guarantee of the Parent will not cover the Company’s obligation to pay-up or procure the payment-up of the Ordinary Shares to at least their nominal value upon exchange of any Note.

Section 11.04. *Execution and Delivery of Guarantee*.

The execution by each Guarantor of this Supplemental Indenture (or an amended or supplemental indenture pursuant to Section 6.01) evidences the Guarantee of such Guarantor, and the delivery of any Note by the Trustee after its authentication constitutes due delivery of each Guarantee on behalf of each Guarantor. A Guarantee’s validity will not be affected by the

failure of any officer of a Guarantor executing the Indenture or any such amended or supplemental indenture on such Guarantor's behalf to hold, at the time any Note is authenticated, the same or any other office at such Guarantor, and each Guarantee will be valid and enforceable even if no notation, certificate or other instrument is set upon or attached to, or otherwise executed and delivered to the Holder of, any Note.

ARTICLE 12
MISCELLANEOUS PROVISIONS

Section 12.01. *Certificated Notes*. For purposes of the Notes, the ninth paragraph of Section 3.5 of the Base Indenture shall be deemed to be replaced in its entirety with the following: "Unless the Company agrees otherwise, Physical Notes will be issued and delivered to, and registered in the name of, each person that the Depositary identifies as a beneficial owner of the related Notes only if (a) the Depositary notifies the Company at any time that it is unwilling or unable to continue as Depositary for the Global Notes and a successor Depositary is not appointed within ninety (90) days; (b) the Depositary ceases to be registered as a clearing agency under the Exchange Act and a successor Depositary is not appointed within ninety (90) days; or (c) an Event of Default with respect to the Notes has occurred and is continuing and the Depositary requests that the Notes be issued in physical, certificated form. Any Global Note that is exchangeable pursuant to the preceding sentence shall be exchangeable for Physical Notes registered in such names as the Depositary shall direct in writing in an aggregate principal amount equal to the principal amount of the Global Note with like tenor and terms."

Section 12.02. *Provisions Binding on Successors*. All the covenants, stipulations, promises and agreements of the Company or any Guarantor contained in the Indenture shall bind its successors and assigns whether so expressed or not.

Section 12.03. *Governing Law; Jurisdiction*. THIS SUPPLEMENTAL INDENTURE, THE NOTES AND THE GUARANTEE SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH OF THE COMPANY AND THE GUARANTORS HEREBY IRREVOCABLY SUBMITS TO THE JURISDICTION OF ANY FEDERAL OR STATE COURT LOCATED IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, NEW YORK IN ANY SUIT, ACTION OR PROCEEDING BASED ON OR ARISING OUT OF OR RELATING TO THIS SUPPLEMENTAL INDENTURE OR ANY NOTES AND IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH SUIT OR PROCEEDING MAY BE DETERMINED IN ANY SUCH COURT.

Section 12.04. *Legal Holidays*. If the Maturity Date or any Interest Payment Date falls on a day that is not a Business Day, the required payment will be made on the next succeeding Business Day and no interest on such payment will accrue in respect of the delay. For purposes of the Notes, this Section 12.04 shall replace in its entirety Section 1.14 of the Base Indenture, and any reference in the Base Indenture to Section 1.14 thereof shall be deemed to refer instead to this Section 12.04.

Section 12.05. *No Security Interest Created*. Nothing in the Indenture or in the Notes, expressed or implied, shall be construed to constitute a security interest under the Uniform Commercial Code or similar legislation, as now or hereafter enacted and in effect, in any jurisdiction.

Section 12.06. *Table of Contents, Headings, Etc*. The table of contents and the titles and headings of the articles and sections of this Supplemental Indenture have been inserted for convenience of reference only, are not to be considered a part hereof and shall in no way modify or restrict any of the terms or provisions hereof.

Section 12.07. *Execution in Counterparts*. This Supplemental Indenture may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument. The exchange of copies of this Supplemental Indenture and of signature pages by facsimile transmission or PDF format shall constitute effective execution and delivery of this Supplemental Indenture as to the parties hereto and may be used in lieu of the original Supplemental Indenture for all purposes. Signatures of the parties hereto transmitted by facsimile or in PDF format shall be deemed to be their original signatures for all purposes.

Section 12.08. *Severability*. In the event any provision of this Supplemental Indenture or in the Notes shall be invalid, illegal or unenforceable, then (to the extent permitted by law) the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

Section 12.09. *Force Majeure*. In no event shall the Trustee be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications or computer (software and hardware) services; it being understood that the Trustee shall use reasonable efforts that are consistent with accepted practices in the banking industry to resume performance as soon as practicable under the circumstances.

Section 12.10. *Calculations*. Except as otherwise provided herein, the Company shall be responsible for making all calculations called for under the Notes. These calculations include, but are not limited to, accrued interest payable on the Notes and the Exchange Rate of the Notes. The Company shall make all these calculations in good faith and, absent manifest error, the Company's calculations shall be final and binding on Holders of Notes. The Company shall provide a schedule of its calculations to each of the Trustee and the Exchange Agent, and each of the Trustee and Exchange Agent is entitled to rely conclusively upon the accuracy of the Company's calculations without independent verification. The Trustee will forward the Company's calculations to any Holder of Notes upon the written request of that Holder at the sole cost and expense of the Company.

Section 12.11. *USA PATRIOT Act*. In order to comply with the laws, rules, regulations and executive orders in effect from time to time applicable to banking institutions, including, without limitation, those relating to the funding of terrorist activities and money laundering, including Section 326 of the USA PATRIOT Act of the United States ("***Applicable Law***"), the Trustee is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship with the Trustee. Accordingly, each of the parties agrees to provide to the Trustee, upon its request from time to time, such identifying information and documentation as may be available for such party in order to enable the Trustee to comply with Applicable Law.

Section 12.12. *The Trustee*. In entering into and performing in accordance with this Supplemental Indenture, the Trustee (in each of its representative capacities, including as Exchange Agent) shall have all of the rights, benefits, protections and immunities afforded to it under the Base Indenture, in addition to the rights, benefits, protections and immunities afforded to it hereunder.

Section 12.13. *No Personal Liability of Directors, Officers, Employees, Shareholders and Stockholders*.

None of the Company's or any Guarantor's past, present or future directors, officers, employees, shareholders or stockholders, as such, will have any liability for any of the Company's or any Guarantor's obligations under the Indenture, the Notes or the Guarantees or for any claim based on, or in respect or by reason of, such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. This waiver and release is part of the consideration for the issue of the Notes.

[*Remainder of Page Intentionally Left Blank*; *Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Supplemental Indenture to be duly executed as of the date first written above.

WEATHERFORD INTERNATIONAL LTD., as Issuer

By: /s/ Mark M. Rothleitner
Name: Mark M. Rothleitner
Title: Vice President & Treasurer

WEATHERFORD INTERNATIONAL PLC, as Guarantor

By: /s/ Mark M. Rothleitner
Name: Mark M. Rothleitner
Title: Vice President & Treasurer

WEATHERFORD INTERNATIONAL, LLC, as Guarantor

By: /s/ Mark M. Rothleitner
Name: Mark M. Rothleitner
Title: Vice President & Treasurer

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee

By: Deutsche Bank National Trust Company

By: /s/ Irina Golovashchuk
Name: Irina Golovashchuk
Title: Vice President

By: /s/ Jeffrey Schoenfeld
Name: Jeffrey Schoenfeld
Title: Vice President

[Signature Page to Ninth Supplemental Indenture]

EXHIBIT A

[FORM OF FACE OF NOTE]

[INCLUDE FOLLOWING LEGEND IF A GLOBAL NOTE]

THIS IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE DEPOSITARY OR A NOMINEE OF THE DEPOSITARY, WHICH MAY BE TREATED BY THE COMPANY, THE TRUSTEE AND ANY AGENT THEREOF AS THE OWNER AND HOLDER OF THIS NOTE FOR ALL PURPOSES.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY ("DTC") TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT HEREON IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

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

No. [ ] [Initially][1] $[ ]
CUSIP No. [ ] ISIN No. [ ]

Weatherford International Ltd., a Bermuda exempted company (the "***Company***," which term includes any successor corporation or other entity under the Indenture referred to on the reverse hereof), for value received hereby promises to pay to [CEDE & CO.][2] [ ][3], or registered assigns, the principal sum [as set forth in the "Schedule of Exchanges of Notes" attached hereto][4] [of $[ ]][5], in accordance with the rules and procedures of the Depositary, on July 1, 2021, and interest thereon as set forth below.

This Note shall bear interest at the rate of 5.875% per year from [ ], or from the most recent date to which interest had been paid or provided for to, but excluding, the next scheduled Interest Payment Date until July 1, 2021. Interest is payable semi-annually in arrears on each July 1 and January 1, commencing on January 1, 2017, to Holders of record at the Close of Business on the preceding June 15 and December 15 (whether or not such day is a Business Day), respectively. Special Interest will be payable as set forth in the within-mentioned Supplemental Indenture, and any reference to interest on, or in respect of, any Note therein shall be deemed to include Special Interest if, in such context, Special Interest is, was or would be payable pursuant to the Indenture, and any express mention of the payment of Special Interest in any provision therein shall not be construed as excluding Special Interest in those provisions thereof where such express mention is not made.

Reference is made to the further provisions of this Note set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth herein.

This Note, and any claim, controversy or dispute arising under or related to this Note, shall be construed in accordance with and governed by the laws of the State of New York.

In the case of any conflict between this Note and the Indenture, the provisions of the Indenture shall control and govern.

This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed manually or by facsimile by the Trustee or a duly authorized authenticating agent under the Indenture.

1 Include if a global note.
2 Include if a Global Note.
3 Include if a Physical Note.
4 Include if a Global Note.
5 Include if a Physical Note.

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

WEATHERFORD INTERNATIONAL LTD.

By: _____

Name:
Title:

Dated: [ ]

TRUSTEE'S CERTIFICATE OF AUTHENTICATION

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Trustee,

hereby certifies that this is one of the Notes described in the within-named Indenture.

By: _____
Authorized Officer

[FORM OF REVERSE OF NOTE]

Weatherford International Ltd.
5.875% Exchangeable Senior Note due 2021

This Note is one of a duly authorized issue of Notes of the Company, designated as its 5.875% Exchangeable Senior Notes due 2021 (the "***Notes***"), issued under and pursuant to an Indenture (the "***Base Indenture***"), dated as of October 1, 2003, among the Company, Weatherford International, Inc. and Deutsche Bank Trust Company Americas, a national banking association, as trustee (the "***Trustee***"), as heretofore amended and supplemented, including by that certain Ninth Supplemental Indenture, dated as of June 7, 2016, among the Company, the Guarantors named therein and the Trustee (the "***Supplemental Indenture***"; the Base Indenture, as so amended and supplemented, and as it may be further amended or supplemented from time to time with respect to the Notes, the "***Indenture***"), to which Indenture reference is hereby made for a description of the rights, limitations of rights, obligations, duties and immunities thereunder of the Trustee, the Company and the Holders of the Notes. Additional Notes may be issued in an unlimited aggregate principal amount, subject to certain conditions specified in the Indenture. Capitalized terms used in this Note and not defined in this Note shall have the respective meanings set forth in the Indenture.

The Company's obligations under the Indenture and the Notes are fully and unconditionally guaranteed by the Guarantors as provided in Article 11 of the Supplemental Indenture.

If a Fundamental Change occurs, then each Holder will have the right to require the Company to repurchase such Holder's Notes (or any portion thereof in an Authorized Denomination) for cash in the manner, and subject to the terms, set forth in Article 9 of the Supplemental Indenture.

The Company will have the right to redeem the Notes for cash in the manner, and subject to the terms, set forth in Article 10 of the Supplemental Indenture.

The Holder of this Note may exchange this Note into Exchange Consideration in the manner, and subject to the terms, set forth in Article 8 of the Supplemental Indenture.

If an Event of Default occurs, then the principal amount of, and all accrued and unpaid interest on, all of the Notes then outstanding may (and, in certain circumstances, will automatically) become due and payable in the manner, and subject to the terms, set forth in Article 5 of the Supplemental Indenture.

The Company, the Guarantors and the Trustee may amend or supplement the Indenture or the Notes or waive compliance with any provision of the Indenture or the Notes in the manner, and subject to the terms, set forth in Article 6 of the Supplemental Indenture.

No Note will be valid until it is authenticated by the Trustee. A Note will be deemed to be duly authenticated only when an authorized signatory of the Trustee (or a duly appointed authenticating agent) manually signs the certificate of authentication of such Note.

None of the Company's or any Guarantor's past, present or future directors, officers, employees, shareholders or stockholders, as such, will have any liability for any of the Company's or any Guarantor's obligations under the Indenture, the Notes or the Guarantees or for any claim based on, or in respect or by reason of, such obligations or their creation. By accepting a Note, each Holder waives and releases all such liability. This waiver and release is part of the consideration for the issue of the Notes.

ABBREVIATIONS

The following abbreviations, when used in the inscription of the face of this Note, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	=	as tenants in common
UNIF GIFT MIN ACT	=	Uniform Gifts to Minors Act
CUST	=	Custodian
TEN ENT	=	as tenants by the entireties
JT TEN	=	joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

SCHEDULE A[6]

SCHEDULE OF EXCHANGES OF NOTES

Weatherford International Ltd.
5.875% Exchangeable Senior Notes due 2021

The initial principal amount of this Global Note is [ ] Dollars ($[ ]). The following increases or decreases in this Global Note have been made:

Date of Exchange	Amount of decrease in principal amount of this Global Note	Amount of increase in principal amount of this Global Note	Principal amount of this Global Note following such decrease or increase	Signature of authorized Signatory of Trustee

6 Include if a Global Note.

ATTACHMENT 1

[FORM OF NOTICE OF EXCHANGE]

To: Weatherford International Ltd.

The undersigned registered owner of this Note hereby exercises the option to exchange this Note, or the portion hereof (that is in an Authorized Denomination) below designated, into the consideration due thereupon in accordance with the terms of the Indenture referred to in this Note, and directs that such consideration, and any Notes representing any un-exchanged principal amount hereof, be issued or delivered, as the case may be, to the registered Holder hereof unless a different name has been indicated below. If any Ordinary Shares or any portion of this Note not exchanged are to be issued in the name of a person other than the undersigned, the undersigned will pay all documentary, stamp or similar issue or transfer taxes, if any in accordance with Section 8.02(e) and Section 8.02(f) of the Supplemental Indenture. Any amount required to be paid to the undersigned on account of interest accompanies this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

Dated:_____

_____

_____

Signature(s)

_____

Signature Guarantee

Signature(s) must be guaranteed by an eligible Guarantor Institution (banks, stock brokers, savings and loan associations and credit unions) with membership in an approved signature guarantee medallion program pursuant to Securities and Exchange Commission Rule 17Ad-15 if Ordinary Shares are to be issued, or Notes are to be delivered, other than to and in the name of the registered holder.

Fill in for registration of shares if to be issued, and Notes if to be delivered, other than to and in the name of the registered holder:

(Name)

(Street Address)

(City, State and Zip Code)
Please print name and address

Principal amount to be exchanged (if less than all): $,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Social Security or Other Taxpayer
Identification Number

ATTACHMENT 2

[FORM OF FUNDAMENTAL CHANGE REPURCHASE NOTICE]

To: Weatherford International Ltd.

The undersigned registered owner of this Note hereby acknowledges receipt of a notice from Weatherford International Ltd. (the "***Company***") as to the occurrence of a Fundamental Change with respect to the Company and specifying the Fundamental Change Repurchase Date, in accordance with the Indenture referred to in this Note, and hereby requests and instructs the Company to pay the Fundamental Change Repurchase Price to the registered holder hereof in accordance with Section 9.01 of the Supplemental Indenture referred to in this Note. Capitalized terms used herein but not defined shall have the meanings ascribed to such terms in the Indenture.

In the case of Physical Notes, the certificate numbers of the Notes to be repurchased are as set forth below:

Dated: _____

_____

Signature(s)

_____

Social Security or Other Taxpayer Identification Number

Principal amount to be repaid (if less than all): $,000

NOTICE: The above signature(s) of the Holder(s) hereof must correspond with the name as written upon the face of the Note in every particular without alteration or enlargement or any change whatever.

Exhibit 5.1

7 June 2016

Weatherford International Ltd.
2000 St. James Place
Houston, Texas 77056
U.S.A.

Matter No.:354415
Doc Ref: legal11234133

441 2787974
ciara.brady@conyersdill.com

Dear Sirs

Weatherford International Ltd. (the "Company")

We have acted as special legal counsel in Bermuda to the Company, a Bermuda exempted company, in connection with its offer and sale of up to US$1,265,000,000 aggregate principal amount of 5.875% exchangeable senior notes due 2021 (the "Notes") under the registration statement on Form S-3 (Registration No. 333-194431) filed with the U.S. Securities and Exchange Commission (the "Commission") on 7 March 2014 as amended by a Post-Effective Amendment No. 1 filed with the Commission on 17 June 2014 (the "Registration Statement") and the prospectus supplement thereto dated 1 June 2016 relating to the registration, under the U.S. Securities Act of 1933, as amended, (the "Securities Act"), and the offering by the Company of the Notes.

For the purposes of giving this opinion, we have examined electronic copies of the following documents:

(i) the Registration Statement;

(ii) the final base prospectus dated 17 June 2014 forming part of the Registration Statement and filed with the Commission on 17 June 2014 (the "Base Prospectus");

(iii) a final prospectus supplement forming part of the Registration Statement dated 1 June 2016 and filed with the Commission on 3 June 2016 (the "Final Prospectus");

(iv) the indenture among the Company, Weatherford International, Inc., a Delaware corporation, and Deutsche Bank Trust Company Americas as trustee (the "Trustee") dated as of 1 October 2003 (the "Original Indenture");

(v) the ninth supplemental indenture to the Indenture among the Company, Weatherford International, LLC, a Delaware limited liability company, Weatherford International plc, an Irish public limited company, and the Trustee dated as of 7 June 2016 (the "Ninth Supplemental Indenture", together with the Original Indenture, the "Indenture"); and

(vi) the form of Notes attached to the Ninth Supplemental Indenture.

The documents listed in items (iv) through (vi) above are herein sometimes collectively referred to as the "Documents" and the documents listed in items (i) through (iii) above are herein sometimes collectively referred to as the "Disclosure Documents". Each of the terms "Registration Statement", "Notes", "Base Prospectus", "Final Prospectus", "Original Indenture", "Indenture", "Ninth Supplemental Indenture", "Documents" and "Disclosure Documents" does not include any other instrument or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto.

We have also reviewed the memorandum of association and the bye-laws of the Company, each certified by the Assistant Secretary of the Company on 7 June 2016, extracts of minutes of meetings of the board of directors of the Company (the "Board") held on 3 September 2003, 9 May 2006, 30 May 2016 and 1 June 2016, each certified by the Assistant Secretary of the Company on 7 June 2016, (collectively, the "Resolutions"), and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft or unexecuted form, it will be or has been executed and/or filed in the form of that draft or unexecuted form, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the capacity, power and authority of each of the parties to the Documents, other than the Company, to enter into and perform its respective

obligations under the Documents, (d) the due execution and delivery of the Indenture by each of the parties thereto, other than the Company, and the physical delivery thereof by the Company with an intention to be bound thereby, (e) the due execution and delivery of the Notes by each of the parties thereto, (f) the due authentication of the Notes by the Trustee, (g) the accuracy and completeness of all factual representations made in the Disclosure Documents and the Documents and other documents reviewed by us, (h) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings or by unanimous written resolutions, remain in full force and effect and have not been rescinded or amended, (i) that the Company is entering into the Documents pursuant to its business of acting as a holding company, (j) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (k) the validity and binding effect under the laws of the State of New York (the "Foreign Laws") of the Documents in accordance with their respective terms, (l) the validity and binding effect under the Foreign Laws of the submission by the Company pursuant to the Indenture to the jurisdiction of any federal or state court located in the Borough of Manhattan in the City of New York, New York, (m) that none of the parties to the Documents carries on business from premises in Bermuda at which it employs staff and pays salaries and other expenses, (n) at the time of issue of the Notes, the Bermuda Monetary Authority will not have revoked or amended its general permissions dated 1 June 2005, (o) that no Notes will be issued or transferred to persons deemed resident of Bermuda for exchange control purposes, and (p) that on the date of entering into the Documents, including issuing the Notes, the Company is and after entering into the Documents and issuing the Notes will be able to pay its liabilities as they become due.

The term "enforceable" as used in this opinion means that an obligation is of a type which the courts of Bermuda enforce. It does not mean that those obligations will be enforced in all circumstances in accordance with the terms of the Documents. In particular, the obligations of the Company under the Documents (a) will be subject to the laws from time to time in effect relating to bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganisation, amalgamation, merger, moratorium or any other laws or legal procedures, whether of a similar nature or otherwise, generally affecting the rights of creditors as well as applicable international sanctions, (b) will be subject to statutory limitation of the time within which proceedings may be brought, (c) will be subject to general principles of equity and, as such, specific performance and injunctive relief, being equitable remedies, may not be available, (d) may not be given effect to by a Bermuda court, whether or not it was applying the Foreign Laws, if and to the extent they constitute the payment of an amount which is in the nature of a penalty and not in the nature of liquidated damages, and (e) may not be given effect by a Bermuda court to the extent that they are to be performed in a jurisdiction outside Bermuda and such performance would be illegal under the laws of that jurisdiction. Notwithstanding any contractual submission to the jurisdiction of specific courts, a Bermuda court has inherent discretion to stay or allow proceedings in the Bermuda courts.

We express no opinion as to the enforceability of any provision of the Documents which provides for the payment of a specified rate of interest on the amount of a judgment after the date of judgment or which purports to fetter the statutory powers of the Company.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purposes of the filing of the Registration Statement and the issuance of the Notes by the Company and is not to be relied upon in respect of any other matter.

On the basis of and subject to the foregoing, we are of the opinion that:

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority, or to pay any Bermuda government fee or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).

2. The Company has taken all corporate action required to authorise its execution, delivery and performance of the Documents.

3. Upon the due execution, delivery and issuance of the Notes and payment of the consideration therefor in accordance with the Indenture and as contemplated by the Registration Statement, such Notes will constitute valid, binding and enforceable obligations of the Company in accordance with the terms thereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the reference to our firm under the caption “Legal Matters” in the Final Prospectus Supplement forming a part of the Registration Statement. In giving this consent, we do not admit that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder.

Yours faithfully

/s/ CONYERS DILL & PEARMAN LIMITED

Exhibit 5.2

811 Main Street, Suite 3700
Houston, TX 77002
Tel: +1.713.546.5400 Fax: +1.713.546.5401
www.lw.com

LATHAM & WATKINS LLP

June 7, 2016

Weatherford International plc
Banhofstrasse 1
Switzerland

Re: Registration Statement No. 333-194431;
$1.265 Billion Aggregate Principal Amount of 5.875% Exchangeable Senior Notes due 2021

Ladies and Gentlemen:

We have acted as special counsel to Weatherford International plc, an Irish public limited company ("***Weatherford Ireland***"), in connection with the issuance by Weatherford International Ltd., a Bermuda exempted company and an indirect subsidiary of Weatherford Ireland ("***Weatherford Bermuda***"), of $1.265 billion aggregate principal amount of 5.875% Exchangeable Senior Notes due 2021 (the "***Notes***"), exchangeable into ordinary shares, par value $0.001 per share, of Weatherford Ireland, and the guarantees of the Notes (the "***Guarantees***") by Weatherford Ireland and Weatherford International, LLC, a Delaware limited liability company and indirect subsidiary of Weatherford Ireland ("***Weatherford Delaware***"), pursuant to the Indenture (the "***Original Indenture***"), dated as of October 1, 2003, by and among Weatherford Bermuda, as issuer, Weatherford International, Inc., a Delaware corporation, as guarantor, and Deutsche Bank Trust Company Americas, as trustee (the "***Trustee***"), as supplemented by the Ninth Supplemental Indenture, dated as of June 7, 2016, by and among Weatherford Bermuda, as issuer, Weatherford Ireland, as guarantor, Weatherford Delaware, as guarantor, and the Trustee (such supplemental indenture, together with the Original Indenture, the "***Indenture***"), setting forth the terms of the Notes and the Guarantees, and pursuant to a registration statement on Form S-3 under the Securities Act of 1933, as amended (the "***Act***"), filed with the Securities and Exchange Commission (the "***Commission***") on March 7, 2014, as amended by Post-Effective Amendment No. 1 filed with the Commission on June 17, 2014 (Registration No. 333-194431) (as so filed and as amended, the "***Registration Statement***"), a base prospectus, dated June 17, 2014, included in the Registration Statement (the "***Base Prospectus***"), a preliminary prospectus supplement, dated June 1, 2016, filed with the Commission pursuant to Rule 424(b) under the Act (such preliminary prospectus supplement, together with the Base Prospectus, the "***Preliminary Prospectus***"), and a prospectus supplement, dated June 1, 2016, filed with the Commission pursuant to Rule 424(b) under the Act (such prospectus supplement, together with

the Base Prospectus, the "***Prospectus***"). This opinion is being furnished in connection with the requirements of Item 601(b)(5) of Regulation S-K under the Act, and no opinion is expressed herein as to any matter pertaining to the contents of the Registration Statement, the Preliminary Prospectus or the Prospectus, other than as expressly stated herein with respect to the issue of the Guarantee by Weatherford Delaware.

As such counsel, we have examined such matters of fact and questions of law as we have considered appropriate for purposes of this letter. With your consent, we have relied upon certificates and other assurances of officers of Weatherford Bermuda, the Guarantors and others as to factual matters without having independently verified such factual matters. We are opining herein as to the internal laws of the State of New York and the Delaware Limited Liability Company Act and we express no opinion with respect to the applicability thereto, or the effect thereon, of the laws of any other jurisdiction or, in the case of Delaware, any other laws, or as to any matters of municipal law or the laws of any local agencies within any state. Various matters concerning the laws of Ireland are addressed in the opinion of Matheson, which has been separately provided to you. Various matters concerning the laws of Bermuda are addressed in the opinion of Conyers Dill & Pearman Ltd., which has been separately provided to you. We express no opinion with respect to those matters herein, and, to the extent such matters are necessary to the conclusions expressed herein, we have, with your consent, assumed such matters.

Subject to the foregoing and the other matters set forth herein, it is our opinion that, as of the date hereof, when the Notes have been duly executed, issued, and authenticated in accordance with the terms of the Indenture and delivered against payment therefor in the circumstances contemplated by the Underwriting Agreement, dated June 1, 2016, by and among RBC Capital Markets, LLC and Citigroup Global Markets Inc., as representatives of the several underwriters party thereto, Weatherford Bermuda, Weatherford Delaware and Weatherford Ireland, the Guarantee of Weatherford Delaware will have been duly authorized by all necessary limited liability company action of Weatherford Delaware and will be the legally valid and binding obligation of Weatherford Delaware, enforceable against Weatherford Delaware in accordance with its terms.

Our opinion is subject to: (i) the effect of bankruptcy, insolvency, reorganization, preference, fraudulent transfer, moratorium or other similar laws relating to or affecting the rights and remedies of creditors; (ii) the effect of general principles of equity, whether considered in a proceeding in equity or at law (including the possible unavailability of specific performance or injunctive relief), concepts of materiality, reasonableness, good faith and fair dealing, and the discretion of the court before which a proceeding is brought; (iii) the invalidity under certain circumstances under law or court decisions of provisions providing for the indemnification of or contribution to a party with respect to a liability where such indemnification or contribution is contrary to public policy; and (iv) we express no opinion as to (a) any provision for liquidated damages, default interest, late charges, monetary penalties, prepayment or make-whole premiums or other economic remedies to the extent such provisions are deemed to constitute a penalty, (b) consents to, or restrictions upon, governing law, jurisdiction, venue, arbitration, remedies, or judicial relief, (c) the waiver of rights or defenses; (d) any provision requiring the payment of attorneys' fees, where such payment is contrary to

law or public policy; (e) any provision permitting, upon acceleration of any indebtedness, collection of that portion of the stated principal amount thereof which might be determined to constitute unearned interest thereon; (f) provisions purporting to waive modifications of any guaranteed obligation to the extent such modification constitutes a novation; (g) provisions purporting to make a guarantor primarily liable rather than as a surety; (h) advance waivers of claims, defenses, rights granted by law, or notice, opportunity for hearing, evidentiary requirements, statutes of limitation, trial by jury or at law, or other procedural rights; (i) waivers of broadly or vaguely stated rights; (j) provisions for exclusivity, election or cumulation of rights or remedies; (k) provisions authorizing or validating conclusive or discretionary determinations; (l) grants of setoff rights; (m) proxies, powers and trusts; (n) provisions prohibiting, restricting, or requiring consent to assignment or transfer of any right or property; and (o) the severability, if invalid, of provisions to the foregoing effect.

With your consent, we have assumed (a) that the Indenture, the Guarantees, and the Notes (collectively, the "***Documents***") have been duly authorized, executed and delivered by the parties thereto other than Weatherford Delaware, (b) that the Documents constitute legally valid and binding obligations of the parties thereto other than Weatherford Delaware, enforceable against each of them in accordance with their respective terms, and (c) that the status of the Documents as legally valid and binding obligations of the parties is not affected by any (i) breaches of, or defaults under, agreements or instruments, (ii) violations of statutes, rules, regulations or court or governmental orders, or (iii) failures to obtain required consents, approvals or authorizations from, or make required registrations, declarations or filings with, governmental authorities.

This opinion is for your benefit in connection with the Registration Statement and may be relied upon by you and by persons entitled to rely upon it pursuant to the applicable provisions of the Act. We consent to your filing this opinion as an exhibit to Weatherford Ireland's Form 8-K dated June 7, 2016 and to the reference to our firm contained in the Preliminary Prospectus and the Prospectus under the heading "Legal Matters." In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Latham & Watkins LLP

Exhibit 5.3

Solicitors
70 Sir John Rogerson's Quay
Dublin 2 Ireland
DO2 R296

T +353 1 232 2000
F +353 1 232 3333
W www.matheson.com
DX 2 Dublin

Weatherford International plc
Banhofstrasse 1
6340 Baar
Switzerland

Our Ref
FBO/GB 661725.20

Your Ref

7 June 2016

Dear Sirs

Weatherford International public limited company

We have acted on behalf of Weatherford International public limited company, a public limited company incorporated under the laws of Ireland with company number 540406 (the "**Company**") in connection with a post-effective amendment No. 1 to the registration statement on Form S-3 (the "**Registration Statement**") filed by the Company pursuant to the Securities Act of 1933 of the United States of America, as amended (the "**Securities Act**"), with the Securities and Exchange Commission of the United States of America (the "**SEC**"), the related prospectus dated 17 June 2014 included in the Registration Statement (the "**Base Prospectus**"), the prospectus supplement filed with the SEC on June 3, 2016 relating to the proposed offering and sale by Weatherford International Ltd., a Bermuda exempted company ("**Weatherford Bermuda**") of up to US$1,265,000,000 principal amount of 5.875% exchangeable senior notes due 2021 exchangeable for ordinary shares (nominal value of US$0.001 per share) in the capital of the Company (the "**Shares**") (the "**Weatherford Bermuda Notes**"), (the "**Prospectus Supplement**" and, together with the **Base Prospectus**, the "**Prospectus**"), fully and unconditionally guaranteed by the Company under the terms of the Indenture (as defined below) and an underwriting agreement dated 1 June 2016 between the Company and the Underwriters (as defined therein) (the "**Underwriting Agreement**").

The Weatherford Bermuda Notes are, or will, be issued under an indenture dated 1 October 2003, as supplemented by supplemental indentures dated 25 March 2008, 8 January 2009, 26 February 2009, 23 September 2010, 4 April 2012, 14 August 2012, 31 March 2013 and 17 June 2014 and 7 June 2016 (the 7 June 2016 supplemental indenture being the "**Ninth Supplemental Indenture**"), to which Weatherford Bermuda, as issuer, the Company and Weatherford International, LLC a Delaware limited liability company, as guarantors, and Deutsche Bank Trust Company Americas, as trustee, are party (together the "**Indenture**").

The Registration Statement, the Prospectus, the Underwriting Agreement and the Indenture are collectively referred to herein as the "**Documents**".

1 **Scope of appointment and basis of opinion**

1.1 We have been requested by the Company to provide this opinion.

1.2 For the purpose of giving this opinion, we have examined:

(a) the final form of the Prospectus Supplement and a copy of the Underwriting Agreement, sent to us in a pdf attachment to email;

(b) a copy of the Indenture (including the Ninth Supplemental Indenture), sent to us in a pdf attachment to email;

(c) a copy of the memorandum and articles of association of the Company (as set out in Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the SEC on 17 June 2014);

(d) copy minutes of a meeting of the board of directors' of the Company held on 1 June 2016, certified by an assistant secretary of the Company to be a true and complete copy of those minutes of the meeting and that the resolution contained therein has not since been amended or rescinded;

(e) copy resolutions of the board of directors' of the Company passed on 30 May 2016, certified by an assistant secretary of the Company to be a true and complete copy of those resolutions of the board and that the resolutions contained therein have not since been amended or rescinded other than the resolution contained in the minutes of a meeting of the board of directors' of the Company referred to in the preceding sub-paragraph (d);

(f) copy of written resolutions of the shareholders of Company passed on 6 June 2014, certified by an assistant secretary of the Company to be a true and complete copy of those shareholders' resolutions which have not since been amended or rescinded;

(g) a certificate of an assistant secretary of the Company (the "**Certificate**"), certifying the matters referred to in the preceding sub-paragraphs (d), (e) and (f); and

(h) an email transmission copy of the results of searches made on 7 June 2016 at the Irish Companies Registration Office, in the Register of Winding Up Petitions at the Central Office of the High Court of Ireland and at the Judgments' Office in the Central Office of the High Court of Ireland against the Company (together the "**Searches**").

1.3 We have made no searches or enquiries concerning, and we have not examined any contracts, instruments or documents entered into by or affecting the Company or any other person, or any corporate records of the aforesaid, save for those searches, enquiries, contracts, instruments, documents or corporate records specified as being made or examined in this opinion.

1.4 We express no opinion and make no representation or warranty as to any matter of fact. Furthermore, we have not been responsible for the investigation or verification of the facts or the reasonableness of any assumption or statements of opinion contained or represented by the Company in any of the Documents nor have we attempted to determine whether any material facts have been omitted therefrom.

1.5 We have not investigated the laws of any country other than Ireland and this opinion is given only with respect to the laws of Ireland in effect at the date of this opinion. We have assumed, without enquiry, that there is nothing in the laws of any other jurisdiction which would or might affect the opinions as stated herein.

1.6 This opinion is to be construed in accordance with, and governed by, the laws of Ireland, and is given solely on the basis that any issues of interpretation or liability arising hereunder may only be brought before the Irish courts, which will have exclusive jurisdiction in respect of such matters.

1.7 This opinion is delivered in connection with the filing of the Prospectus Supplement with the SEC and is strictly limited to the matters stated herein and does not extend to, and is not to be read as extending by implication to, any other matter. We hereby consent to the filing of this opinion as an exhibit to the Prospectus Supplement and to the use of our name therein. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder. This opinion is furnished to you and the persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act for use in connection with the filing of the Prospectus Supplement and is not to be use, circulated, quoted or otherwise referred to for any other purpose without our express written consent.

1.8 We assume no obligation to update the opinions set forth in this letter.

2 **Assumptions**

For the purpose of giving this opinion we have assumed:

(a) the authenticity and completeness of all documents submitted to us as originals;

(b) the completeness and conformity to originals of all documents supplied to us as certified, conformed or photostatic copies or received by us by facsimile or email transmission and the authenticity and completeness of the originals of such documents;

(c) the genuineness of the signatures and seals on all original and copy documents which we have examined;

(d) that the resolutions passed by the board of directors of the Company described in the resolutions referred to in paragraph 1.2(e) above, and examined for the purposes of this opinion, were duly passed and adopted at a meeting of the said board of directors, that meeting was properly convened, constituted and held and that the said resolutions have not since been amended or rescinded, other than the resolution contained in the minutes of a meeting of the board of directors of the Company referred to paragraph 1.2(d) above;

(e) that the resolution passed by the board of directors of the Company described in the minutes referred to in paragraph 1.2(d) above, and examined for the purposes of this opinion, was duly passed and adopted at a meeting of the said board of directors, that meeting was properly convened, constituted and held and that the said resolution has not since been amended or rescinded;

(f) that the resolutions passed by the shareholders of the Company described in the resolutions referred to above, and examined for the purposes of this opinion, was duly and adopted at a meeting of the said shareholders, that meeting was properly convened, constituted and held and that the said resolutions have not since been amended or rescinded;

(g) that, at the time of the allotment of any Shares: (i) the Registration Statement and the Prospectus will be effective and continue to be effective; (ii) the Company will have a sufficient number of authorised but unissued Shares in its capital (at least equal to the number of Shares to be allotted and issued); (iii) the directors of the Company will have been generally and unconditionally authorised, as required by clause 1021(1) of the Companies Act 2014 (the "**2014 Act**"), by the Company's articles of association or by ordinary resolution of the Company's shareholders to allot a sufficient number of Shares (at least equal to the number of Shares to be allotted and issued); and (iii) if issued for cash consideration, such Shares will be allotted and issued in accordance with section 1022(1) of the 2014 Act or the directors will have been empowered, by the Company's articles of association or by a special resolution of the Company's shareholders, passed in accordance with section 1023(3) of the 2014 Act (or as appropriate under the provisions of any former enactment relating to companies), to allot and issue such Shares as if the said section 1022(1) did not apply to such allotment and issue;

(h) that, at the time of the allotment and issuance of any Shares and any Weatherford Bermuda Notes, the Prospectus and the Registration Statement will be effective and continue to be effective;

(i) that any Shares allotted and issued in accordance with the Prospectus, the Registration Statement and the Underwriting Agreement will be paid-up in consideration of the receipt by the Company prior to, or simultaneously with the issue of such Shares, of cash and other consideration at least equal to the nominal value of such Shares and, to the extent that any of the consideration for such Shares is payable otherwise than in cash, that the provisions of sections 1028 to 1035 of the 2014 Act have been complied with;

(j) that no Shares will be allotted and issued: (i) for consideration of an undertaking from a person that he or another will do work or perform services for the Company or for any other person; (ii) for consideration otherwise than in cash that includes an undertaking which is to be or may be performed more than five years after the date of allotment; or (iii) for other consideration which, from time to time, is not considered good or adequate consideration;

(k) that no Shares will be allotted and issued other than pursuant to a resolution of the board of directors of the Company (or duly authorised committee thereof) that has been validly and sufficiently proposed and passed in accordance with the articles of association of the Company;

(l) that the Documents and all deeds, instruments, assignments, agreements and other documents in relation to the matters contemplated by the Documents and / or this opinion are:

(i) within the capacity and powers of, have been validly authorised, executed and delivered by and are valid, legal, binding and enforceable obligations of the parties thereto; and

(ii) are not subject to avoidance by any person,

under all applicable laws and in all applicable jurisdictions other than (in the case of the Company) the laws of Ireland and the jurisdiction of Ireland;

(m) that the offering or sale (including the marketing) of any Shares and any Weatherford Bermuda Notes will be made, effected and conducted in accordance with and will not violate: (i) the memorandum or articles of association, from time to time, of the Company; (ii) any applicable laws and regulations (including, without limitation, (A) the securities laws and regulations of any jurisdiction (including Ireland) or supra-national authority which impose any restrictions, or mandatory requirements, in relation to the offering or sale of any shares to the public in any jurisdiction (including Ireland) and any prospectus (or analogous disclosure document) prepared in connection therewith; and (B) the competition, anti-trust or merger control laws and regulations of any jurisdiction (including Ireland) or supra-national authority); and (iii) any requirement or restriction imposed by any court, governmental body or supra-national authority having jurisdiction over the Company or the members of its group;

(n) that, at the time of the issuance and sale of any Weatherford Bermuda Notes and any Shares: (i) the Registration Statement and the Prospectus will be effective and continue to be effective; (ii) the sale of and payment for any Weatherford Bermuda Notes and any Shares will be in accordance with the Registration Statement, the Underwriting Agreement and the Prospectus (including the prospectus set forth in the Registration Statement and any applicable supplements and amendments thereto); (iii) in any underwritten offering, a definitive purchase, underwriting or similar agreement with respect to any Weatherford Bermuda Notes and any Shares will be duly authorised and validly executed and delivered by the Company and the other parties thereto; and (iv) the issuance and sale (including the marketing) of any Weatherford Bermuda Notes and any Shares will not violate the Company's memorandum and articles of association, any applicable law or any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company or result in a default under or breach of any agreement or instrument binding on the Company;

(o) that Shares will be issued by the entry of the name of the registered owner thereof in the register of members of the Company confirming that such Shares have been issued credited as fully paid;

(p) that the Company has not, by virtue of the Documents, given, nor shall it give, directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance whether for the purpose of an acquisition (whether by subscription, purchase, exchange or otherwise) made or to be made by any person of or for any shares in itself or where it is a subsidiary in its holding company;

(q) that the Company has not given, nor shall it give, directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance whether for the purpose of an acquisition (whether by subscription, purchase, exchange or otherwise) made or to be made by any person of or for any shares in itself or where it is a subsidiary in its holding company;

(r) that insofar as any of the Documents fall to be performed in any jurisdiction other than Ireland its performance will not be illegal or ineffective by virtue of the laws of that jurisdiction;

(s) that the Company and Weatherford Bermuda together comprise a "group" for the purposes of section 243 of the 2014 Act and that any person that subsequently becomes an issuer or guarantor under the Indenture or whose obligations are guaranteed thereunder by the Company will also be, and continue to be, a member of such group;

(t) that there is or are no factual information or documents possessed or discoverable by persons other than ourselves of which we are not aware but of which we should be aware for the purposes of this opinion;

(u) the accuracy and completeness as to factual matters of the representations and warranties of the Company contained in the Documents and the accuracy of the Certificate;

(v) that there are no agreements or arrangements in existence which in any way amend or vary or are inconsistent with the terms of the Documents or in any way bear upon, or are inconsistent with, the contents of this opinion;

(w) that, in approving the filing by the Company of the Prospectus and the Registration Statement and the execution and delivery by the Company of the Indenture and the Underwriting Agreement, the directors of the Company have acted in a manner they consider, in good faith, to be in the best interests of the Company for its legitimate business purposes and would be most likely to promote the success of the Company for the benefit of its members as a whole;

(x) the absence of fraud and the presence of good faith on the part of all parties to the Indenture and the Underwriting Agreement and their respective officers, employees, agents and advisers;

(y) that the information disclosed by the Searches was accurate at the date the Searches were made and has not been altered and that the Searches did not fail to disclose any information which had been delivered for registration but did not appear from the information available at the time the Searches were made or which ought to have been delivered for registration at that time but had not been so delivered and that no additional matters would have been disclosed by searches carried out since that time;

(z) that at the time of the allotment of any Shares: (i) the Company and Weatherford Bermuda will be fully solvent; (ii) the Company would not, as a consequence of doing any act or thing which any of the Documents contemplate, permit or require the Company to do, be insolvent; and (iii) Weatherford Bermuda would not, as a consequence of doing any act or thing which any of the Documents contemplate, permit or require the Company to do, be insolvent;

(aa) that: (i) the Company was, and will be, fully solvent (A) at the time of, and immediately after, the filing of the Prospectus and the Registration Statement, (B) at the time of, and immediately after, the execution and delivery of the Indenture and the Underwriting Agreement and (C) at the date hereof; (ii) the Company would not, as a consequence of doing any act or thing which any of the Documents contemplate, permit or require the Company to do, be insolvent; and (iii) no steps have been taken or, to the best of the knowledge, information and belief of the directors of the Company, are being taken to appoint a receiver, liquidator or an examiner over the Company or any part of its undertaking or assets, or to strike the Company off the Register of Companies or to otherwise dissolve or wind up the Company; and

(bb) the truth of all representations and information given to us in reply to any queries we have made which we have considered necessary for the purposes of giving this opinion.

3 **Opinion**

Based upon, and subject to, the foregoing and subject to the qualifications set out in this letter and any matter not disclosed to us, we are of the opinion that so far as the laws of Ireland are concerned:

(a) the Company is a public limited company, duly incorporated and existing under the laws of Ireland; and

(b) the guarantee provided for under the Indenture has been duly authorised by the Company and constitutes a legal, valid and binding obligation of the Company.

4 **Qualifications**

The opinions set forth in this opinion letter are given subject to the following qualifications:

(a) A search at the Companies Registration Office is not capable of revealing whether or not a winding up petition or a petition for the appointment of an examiner has been presented and a search at the Registry of Winding up Petitions at the Central Office of the High Court is not capable of revealing whether or not a receiver has been appointed. Whilst each of the making of a winding up order, the making of an order for the appointment of an examiner and the appointment of a receiver may be revealed by a search at the Companies Registration Office it may not be filed at the Companies Registration Office immediately and, therefore, our searches at the Companies Registration Office may not have revealed such matters.

(b) The terms “valid and binding” as used in paragraph 3(b) above, means that the obligations assumed by the Company under the Indenture are of a type which the Irish courts enforce. It does not mean that those obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular:

(i) enforcement of obligations of a party to be performed after the date hereof may be limited by bankruptcy, insolvency, liquidation, court protection, reorganisation and other laws of general application relating to or affecting the rights of creditors as such laws may be applied in the event of bankruptcy, insolvency, liquidation, court protection, reorganisation or other similar proceedings with respect to such party;

(ii) equitable remedies (such as specific performance or injunctive relief) may not be available to persons seeking to enforce provisions of the Indenture and will not be available where damages are considered to be an adequate remedy;

(iii) claims may become barred under the Irish Statute of Limitations of 1957 (as amended from time to time) or under other statutes or may be or become subject to defences of set-off or counterclaim (except to the extent that any right of set-off has been waived and is not required by the provisions of the rules applicable in a liquidation to be exercised);

(iv) where obligations are to be performed in a jurisdiction outside Ireland, they may not be enforceable in Ireland to the extent that performance would be illegal or contrary to the public policy under the laws of the other jurisdiction; and

(v) enforcement of obligations may be invalidated by reason of fraud, misrepresentation, mistake or duress or by the provisions of Irish law applicable to contracts held to have been frustrated by events happening after their execution.

(c) Any provision of any of the Documents which provides for interest to be paid on overdue amounts at a rate higher than the predefault rate may amount to a penalty under the laws of Ireland and may therefore not be recoverable.

(d) Any provision in the Documents providing that any calculation or certification is to be conclusive and binding will not be effective if such calculation or certification is fraudulent and will not necessarily prevent judicial enquiry into the merits of any claim by any party thereto.

(e) Provisions as to severability may not be binding under the laws of Ireland as the question of whether or not any provision of any of the Documents which may be invalid on account of illegality or otherwise may be severed from the other provisions thereof in order to save such other provisions would be determined by an Irish court at its discretion.

(f) An agreement may be varied, amended or discharged by a further agreement or affected by a collateral agreement which may be effected by an oral agreement or a course of dealing.

(g) As regards jurisdiction, the courts of Ireland may stay proceedings if concurrent proceedings are being brought elsewhere.

(h) Whilst in the event of any proceedings being brought in the Irish courts in respect of a monetary obligation expressed to be payable in a currency other than euro, an Irish court would have power to give a judgement expressed as an order to pay a currency other than euro, it may decline to do so in its discretion and an Irish court might not enforce the benefit of any currency or conversion clause and, with respect to a bankruptcy, liquidation, insolvency, reorganisation or similar proceeding, Irish law may require that all clauses or debts are converted into euro at an exchange rate determined by the court as at a date related thereto, such as the date of commencement of a winding up.

(i) The effectiveness of terms exculpating any party to the Documents from a liability or duty otherwise owed are limited by law.

(j) The 2014 Act prohibits certain steps being taken except with the leave of the court against a company after the presentation of a petition for the appointment of an examiner. This prohibition continues, if an examiner is appointed, for so long as the examiner remains appointed (maximum period of 100 days). Prohibited steps include steps taken to enforce any guarantees or security, the commencement or continuation of proceedings or execution or other legal process or the levying of distress against the company or its property and the appointment of a receiver.

Yours faithfully

/s/ MATHESON