

As filed with the Securities and Exchange Commission on June 15, 2022

Registration No. 333-  
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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM S-3**  
**REGISTRATION STATEMENT**  
**UNDER**  
**THE SECURITIES ACT OF 1933**

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

**Ireland**  
(State or other jurisdiction of  
incorporation or organization)

**98-0606750**  
(I.R.S. Employer  
Identification Number)

**2000 St. James Place, Houston, Texas 77056**  
(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Weatherford International Ltd.**  
(Exact name of co-registrant as specified in its charter)

**Weatherford International, LLC**  
(Exact name of co-registrant as specified in its charter)

**Bermuda**  
(State or other jurisdiction of incorporation or organization)

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

**98-0371344**  
(I.R.S. Employer Identification Number)

**33-0430755**  
(I.R.S. Employer Identification Number)

**2000 St. James Place, Houston, Texas 77056**  
(713) 836-4000  
(Address, including zip code, and telephone number, including area code,  
of co-registrant's principal executive offices)

**2000 St. James Place, Houston, Texas 77056**  
(713) 836-4000  
(Address, including zip code, and telephone number, including area code,  
of co-registrant's principal executive offices)

**Scott C. Weatherholt**  
**Weatherford International plc**  
**Executive Vice President, General Counsel and Chief Compliance Officer**  
**2000 St. James Place**  
**Houston, Texas 77056**  
(713) 836-4000

(Name, address, including zip code, and telephone number, including area code, of agent for service)

**With a copy to:**

**Jonathan B. Newton**  
**Heath C. Trisdale**  
**King & Spalding LLP**  
**1100 Louisiana, Suite 4100**  
**Houston, TX 77002**  
(713) 751-3200

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company" and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☐

Accelerated filer ☐

Non-accelerated filer ☒

Smaller reporting company ☐

Emerging growth company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

## PROSPECTUS



**Weatherford International plc**  
(an Irish public limited company)

**Ordinary Shares**  
**Options**  
**Warrants**  
**Share Purchase Contracts**  
**Share Purchase Units**  
**Guarantees of Debt Securities**

<p><b>Weatherford International Ltd.</b> (a Bermuda exempted company)</p> <p><b>Debt Securities</b> <b>Guarantees of Debt Securities</b></p>	<p><b>Weatherford International, LLC</b> (a Delaware limited liability company)</p> <p><b>Debt Securities</b> <b>Guarantees of Debt Securities</b></p>
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Weatherford International plc, a public limited company organized under the laws of Ireland (“Weatherford Ireland”), Weatherford International Ltd., a Bermuda exempted company (“Weatherford Bermuda”), and Weatherford International, LLC, a Delaware limited liability company (“Weatherford Delaware”), may offer the above listed securities, together, separately or in any combination thereof, and sell from time to time in one or more offerings, at prices and on terms determined at the time of any such offering, to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis.

This prospectus describes some of the general terms that may apply to these securities and the general manner in which they may be offered. The specific terms of any securities to be offered, and the specific manner in which they may be offered, will be described in a supplement to this prospectus. You should read this prospectus and the accompanying prospectus supplement carefully before you make any investment decision. This prospectus may not be used to consummate sales of securities of Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware, unless it is accompanied by a prospectus supplement.

The ordinary shares of Weatherford Ireland are traded on the Nasdaq Global Select Market (“Nasdaq”) under the symbol “WFRD”.

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Investing in our securities involves risk. You should carefully review the risks and uncertainties described under the headings “Forward-Looking Statements” on page [4](#) and “Risk Factors” on page [7](#) herein and in the applicable prospectus supplement and the risk factors included in our periodic reports that we file with the Securities and Exchange Commission before you invest in our securities.

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

June 15, 2022.

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## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement on Form S-3 that we filed with the U.S. Securities and Exchange Commission, which we refer to as the “SEC,” under the U.S. Securities Act of 1933, as amended, which we refer to as the “Securities Act,” using a “shelf” registration process under applicable SEC rules. Under this shelf registration process, Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware may, over time, offer and sell the securities described in this prospectus in one or more offerings. This prospectus describes some of the general terms that may apply to the securities that Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware may offer and the general manner in which the securities may be offered. Each time Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware offers securities, Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware, as the case may be, will provide one or more prospectus supplements that will contain specific information about the terms of the securities being offered and the manner in which they may be offered. A prospectus supplement may also add, update or change information contained in this prospectus or in documents we have incorporated by reference into this prospectus. If there is any inconsistency between the information in this prospectus and the applicable prospectus supplement, you must rely on the information in the prospectus supplement. We urge you to read both this prospectus and any prospectus supplement, together with the additional information incorporated by reference as described under the heading “Where You Can Find More Information” in this prospectus. You should rely only on the information incorporated by reference or provided in this prospectus and the applicable prospectus supplement. We have not authorized anyone else to provide you with different information. We are not making an offer to sell in any jurisdiction in which the offer is not permitted.

You should not assume that the information in this prospectus, any prospectus supplement, any related free writing prospectus and any document incorporated by reference is accurate as of any date other than the dates of those documents. Neither the delivery of this prospectus or any applicable prospectus supplement or other offering material (including any free writing prospectus) nor any distribution of securities pursuant to such documents shall, under any circumstances, create any implication that there has been no change in the information set forth in this prospectus or any applicable prospectus supplement or other offering material or in our affairs since the date of this prospectus or any applicable prospectus supplement or other offering material.

### Important — EEA Investors

This document is not, and is not intended to be, a prospectus for the purposes of Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017 on the prospectus to be published when securities are offered to the public or admitted to trading on a regulated market (as amended) (the “EU Prospectus Regulation”), the European Union (Prospectus) Regulations 2019 of Ireland or any other legislation, regulations or rules of Ireland or any other member state of the European Economic Area (“EEA”) implementing the EU Prospectus Regulation.

This document has not been reviewed or approved by the Central Bank of Ireland nor by any other competent or supervisory authority of any other member state of the EEA for the purposes of the EU Prospectus Regulation. No offer to the public of securities of Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware is being, or shall be, made in Ireland or any other member state of the EEA Area on the basis of this document or, otherwise, in circumstances that would require a prospectus to be published pursuant to the EU Prospectus Regulation. Any investment in securities of Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware does not have the status of a bank deposit in Ireland and is not within the scope of the deposit protection scheme operated by the Central Bank of Ireland.

**Prohibition of sales to EEA retail investors:** No securities of Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware are intended to be offered, sold or otherwise made available to or should be offered, sold or otherwise made available to any retail investor in the EEA. For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended) (“MiFID II”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended) where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; or (iii) not a qualified investor as defined in the EU Prospectus Regulation. Consequently, no key information document required by Regulation (EU) No. 1286/2014 (as

amended) (the “PRIIPs Regulation”) for offering or selling securities or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling securities or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

Unless the context requires otherwise or unless otherwise noted, as used in this prospectus or any prospectus supplement:

- “Weatherford Ireland” refers to Weatherford International plc, an Irish public limited company.
- “Weatherford Bermuda” refers to Weatherford International Ltd., a Bermuda exempted company and wholly owned, indirect subsidiary of Weatherford Ireland.
- “Weatherford Delaware” refers to Weatherford International, LLC, a Delaware limited liability company and wholly owned, indirect subsidiary of Weatherford Ireland.
- “We,” “us” or “our” refers to Weatherford Ireland and its subsidiaries (including Weatherford Bermuda and Weatherford Delaware) on a consolidated basis.

## WHERE YOU CAN FIND MORE INFORMATION

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at [www.sec.gov](http://www.sec.gov) and at our website at [www.weatherford.com](http://www.weatherford.com). The information contained on or linked to or from our website is not incorporated by reference into this prospectus and should not be considered a part of this prospectus or of any prospectus supplement.

The SEC allows us to "incorporate by reference" the information that we file with the SEC into this prospectus, which means that we can disclose important information to you by referring you to other documents we have filed separately with the SEC. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the following documents:

- [Weatherford Ireland's Annual Report on Form 10-K for the fiscal year ended December 31, 2021, as filed with the SEC on February 17, 2022;](#)
- The portions of our [Definitive Proxy Statement on Schedule 14A, filed on April 22, 2022](#), that are incorporated by reference into our [Annual Report on Form 10-K for the fiscal year ended December 31, 2021](#);
- [Our Quarterly Report on Form 10-Q for the quarter ended March 31, 2022, as filed with the SEC on April 28, 2022;](#)
- Weatherford Ireland's Current Reports on Form 8-K, as filed with the SEC on [January 20, 2022](#), [May 16, 2022](#), and [June 3, 2022](#); and
- The description of Weatherford Ireland's ordinary shares contained in its Registration Statement on [Form 10, as filed with the SEC on March 29, 2021](#), as updated by [Exhibit 4.1 to our Annual Report on Form 10-K for the fiscal year ended December 31, 2021](#), and any amendment or report filed with the SEC for the purpose of updating such description.

In addition, all documents that we subsequently file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, which we refer to as the "Exchange Act", after the date of this prospectus and prior to the termination of the offering of the applicable securities, shall be deemed to be incorporated by reference into this prospectus. We are not, however, incorporating, in each case, any documents (or portions thereof) or information that we are deemed to furnish and not file in accordance with SEC rules unless expressly stated otherwise. Any statement in this prospectus, in any prospectus supplement, or in any document incorporated by reference that is different from any statement contained in any later-filed document should be regarded as changed by that later statement. Once so changed, the earlier statement is no longer considered part of this prospectus or any prospectus supplement.

You may request a copy of these filings (other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that filing), at no cost, by writing to us at our U.S. Investor Relations Department at the following address or calling the following number:

Weatherford International plc  
Attention: Investor Relations  
2000 St. James Place  
Houston, Texas 77056  
(713) 836-4000

## FORWARD-LOOKING STATEMENTS

This prospectus includes, and any accompanying prospectus supplement may include, various statements relating to future financial performance and results, including certain projections, business trends and other statements that are not historical facts. These statements constitute “Forward-Looking Statements,” within the meaning of the Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act and Section 21E of the Exchange Act, and are generally identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “budget,” “strategy,” “plan,” “guidance,” “outlook,” “may,” “should,” “could,” “will,” “would,” “will be,” “will continue,” “will likely result,” and similar expressions, although not all forward-looking statements contain these identifying words.

Forward-looking statements reflect our beliefs and expectations based on current estimates and projections. While we believe these expectations, and the estimates and projections on which they are based, are reasonable and were made in good faith, these statements are subject to numerous risks and uncertainties. Accordingly, our actual outcomes and results may differ materially from what we have expressed or forecasted in the forward-looking statements. Furthermore, from time to time, we update the various factors we consider in making our forward-looking statements and the assumptions we use in those statements. However, we undertake no obligation to correct, update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except to the extent required under federal securities laws. The following sets forth various assumptions we use in our forward-looking statements, as well as risks and uncertainties relating to those statements. Certain of these risks and uncertainties may cause actual results to be materially different from projected results contained in forward-looking statements in this prospectus and in our other disclosures. These risks and uncertainties include, but are not limited to, those described below under “Risk Factors” and the following:

- global political, economic and market conditions, political disturbances, war, terrorist attacks, changes in global trade policies, weak local economic conditions and international currency fluctuations (including the ongoing military conflict between Russia and Ukraine (“Russia Ukraine Conflict”));
- failure to ensure on-going compliance with current and future laws and government regulations and sanctions, including but not limited to those related to the Russia Ukraine Conflict, and environmental and tax and accounting laws, rules and regulations;
- changes in, and the administration of, treaties, laws, and regulations, including in response to issues related to the Russia Ukraine Conflict and the potential for such issues to exacerbate other risks we face;
- our ability to comply with, and respond to, climate change, ESG and other “sustainability” initiatives and future legislative and regulatory measures both globally and in the specific geographic regions in which we and our customers operate;
- our ability to effectively and timely address the need to conduct our operations and provision of services to our customers more sustainably and with a lower carbon footprint;
- risks associated with disease outbreaks and other public health issues, including the COVID-19 pandemic, their impact on the global economy and the business of our company, customers, suppliers and other partners;
- further spread and potential for a resurgence of the COVID-19 pandemic in a given geographic region and related disruptions to our business, employees, customers, suppliers and other partners and additional regulatory measures or voluntary actions that may be put in place to limit the spread of the COVID-19 pandemic, including vaccination requirements and the associated availability of vaccines, restrictions on business operations or social distancing requirements, and the duration and efficacy of such restrictions;
- the price and price volatility of, and demand for, oil, natural gas and natural gas liquids;
- member-country quota compliance within the Organization of Petroleum Exporting Countries;
- our ability to realize expected revenues and profitability levels from current and future contracts;

- our ability to generate cash flow from operations to fund our operations;
- our ability to effectively and timely adapt our technology portfolio, products and services to address and participate in changes to the market demands for the transition to alternate sources of energy such as geothermal, carbon capture and responsible abandonment, including our digitalization efforts;
- increases in the prices and lack of availability of our procured products and services;
- our ability to timely collect from customers;
- our ability to realize cost savings and business enhancements from our revenue and cost improvement efforts;
- our ability to attract, motivate and retain employees, including key personnel;
- our ability to access to capital markets on terms that are commercially acceptable to Weatherford Ireland;
- our ability to manage our workforce, supply chain and business processes, information technology systems and technological innovation and commercialization, including the impact of our organization restructure, business enhancements, improvement efforts and the cost and support reduction plans;
- our ability to service our debt obligations;
- potential non-cash asset impairment charges for long-lived assets, intangible assets or other assets; and
- adverse weather conditions in certain regions of our operations.

Finally, our future results will depend upon various other risks and uncertainties, including, but not limited to, those detailed in our other filings with the SEC under the Exchange Act, and the Securities Act. For additional information regarding risks and uncertainties, see “Where You Can Find More Information.” These factors are not necessarily all of the important factors that could cause our actual results, performance or achievements to differ materially from those expressed in or implied by any of our forward-looking statements. Other unknown or unpredictable factors, many of which are beyond our control, also could harm our results, performance, or achievements. All forward-looking statements contained in this prospectus and any accompanying prospectus supplement, including the information incorporated by reference into this prospectus and any accompanying prospectus supplement, are expressly qualified in their entirety by the cautionary statements set forth above.



**ABOUT US**

We are a leading global energy services company providing equipment and services used in the drilling, evaluation, well construction, completion, production, intervention and responsible abandonment of wells across the broad spectrum of energy sources. Many of our businesses, including those of our predecessor companies, have been operating for more than 50 years. We conduct operations in approximately 75 countries, answering the challenges of the energy industry with 350 operating locations including manufacturing, research and development, service, and training facilities. Our principal business is to provide equipment and services to the oil and natural gas exploration and production industry as well as new energy platforms across our three product line segments: (1) drilling and evaluation, (2) well construction and completions and (3) production and intervention. All of our segments are enabled by a full suite of digital, monitoring, optimization and artificial intelligence solutions providing services throughout the well life cycle, including responsible abandonment.

Weatherford Ireland is incorporated in Ireland and is the ultimate parent company of the Weatherford group of companies. Weatherford Bermuda and Weatherford Delaware are each indirect, wholly owned subsidiaries of Weatherford Ireland. Weatherford Ireland currently conducts all of its operations through its subsidiaries, including Weatherford Bermuda and Weatherford Delaware.

Our principal executive offices are located at 2000 St. James Place, Houston, Texas and our telephone number is (713) 836-4000.

**RISK FACTORS**

Investing in our securities involves risk. There are important factors that could cause our actual results, level of activity or performance to differ materially from our past results of operations or from the results, level of activity or performance implied by the forward-looking statements contained in this prospectus or in any prospectus supplement. In particular, you should carefully consider the risk factors described under the caption "Risk Factors" in our most recent Annual Report on Form 10-K, along with any risk factors contained in our quarterly reports on Form 10-Q, which are incorporated by reference into this prospectus. Other sections of this prospectus, any prospectus supplement and the documents incorporated by reference may include additional factors which could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for us to predict all risk factors, nor can we assess the impact of all risk factors on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. These risks could materially and adversely affect our business, future prospects, financial condition or operating results and could result in a partial or complete loss of your investment.

**USE OF PROCEEDS**

Unless otherwise specified in a prospectus supplement, we will use the net proceeds received by us from the sale of the securities offered by this prospectus and the accompanying prospectus supplement for general corporate purposes. We may invest funds not required immediately for such purposes in marketable securities and short-term investments. Further details relating to the use of the net proceeds from the offering of securities under this prospectus will be set forth in the applicable prospectus supplement.

## DESCRIPTION OF OUR ORDINARY SHARES

The following description of the ordinary shares of Weatherford Ireland is a summary. The complete text of our Constitution comprising our Memorandum of Association and Articles of Association (the “Articles”), as adopted on December 10, 2019, which sets forth further detail as to the rights of holders of our ordinary shares, have been filed as exhibits to our periodic reports filed with the SEC, and each are incorporated by reference as exhibits to the registration statement of which this prospectus forms a part. As used in this section only, “we,” “our” and “us” refers only to Weatherford Ireland.

### Authorized Share Capital

As of June 14, 2022, our authorized share capital is \$1,356,000 divided into 1,356,000,000 ordinary shares with a nominal value of \$0.001 per share. As of June 14, 2022, there were approximately 73 shareholders of record and 70,545,415 ordinary shares issued and outstanding. The actual number of shareholders is considerably greater than the number of shareholders of record and includes shareholders who are beneficial owners but whose ordinary shares are held in street name by brokers and other nominees.

### Voting Rights

Each holder of our ordinary shares is entitled to one vote for each ordinary share registered in his or her name in the register of members (shareholders). A person must be entered on the register by the record date specified for a general meeting in order to vote, and any change to an entry on the register after such record date shall be disregarded in determining the right of any person to attend and vote at the meeting.

Every holder of our ordinary shares entitled to attend, speak and vote at a general meeting may appoint a proxy to attend, speak and vote on his or her behalf and may appoint more than one proxy to attend, speak and vote at the same meeting.

### General Meetings

We are required to hold an Annual General Meeting in each calendar year at intervals of no more than 15 months from our previous Annual General Meeting and no more than nine months after our fiscal year-end. There is no legal requirement to hold general meetings in Ireland, except that where a general meeting of shareholders is held outside Ireland, Weatherford Ireland has a duty to make arrangements for shareholders of record to participate at the meeting by technological means without leaving Ireland. No business shall be transacted at any general meeting unless a quorum is present, which requires representation of more than 50% of the total voting rights attaching to our ordinary shares. Abstentions and broker non-votes are counted for the purposes of determining whether there is a quorum.

### Director Elections

Directors may be appointed by our shareholders at the Annual General Meeting or at any extraordinary general meeting called for that purpose and by our Board of Directors in accordance with our Articles.

Each of our directors shall (unless his or her office is earlier vacated in accordance with our Articles) serve for a one-year term concluding on the latter of (i) the Annual General Meeting after such director was last appointed or re-appointed and (y) until his or her successor is elected and qualified.

Any director retiring at an Annual General Meeting will be eligible for re-appointment.

Each director shall be elected by a simple majority of the votes cast, in person or by proxy, at a general meeting of shareholders (referred to under Irish law as an ordinary resolution), provided that, if the number of director nominees exceeds the number of directors to be elected (a “contested election”), each of those nominees shall be voted upon as a separate resolution and the directors shall be elected by a plurality of the votes cast, in person or represented by proxy, at such meeting and entitled to vote on the election of directors.

Under our Articles, in an uncontested election (where the number of director nominees does not exceed the number of directors to be elected), any nominee for election to the Board of Directors who is

then serving as a director and who receives a greater number of “against” votes than “for” votes shall promptly tender his or her resignation following certification of the vote. The Board of Directors (excluding the director who has so tendered his or her resignation) is then obliged to consider the resignation offer and decide whether to accept or reject the resignation, or whether other action should be taken.

#### **Issuance of Ordinary Shares**

We may allot and issue ordinary shares subject to the maximum authorized share capital contained in our Articles. The authorized maximum may be increased or reduced by an ordinary resolution of shareholders.

Under Irish law, our Board of Directors may issue new ordinary shares having the rights provided for in our Articles without shareholder approval once authorized to do so by the Articles or by an ordinary resolution adopted by the shareholders at a general meeting, subject at all times to the maximum authorized share capital. The authorization may be granted for a maximum period of five years, at which point it must be renewed by the shareholders by an ordinary resolution. We have been authorized in our Articles to issue new ordinary shares without shareholder approval for a period of five years ending December 9, 2024, up to an aggregate nominal value of \$170,000 (170,000,000 ordinary shares) as follows:

- up to \$83,000 (83,000,000 ordinary shares), together with any ordinary shares authorized for allotment pursuant to the authority detailed in the bullet point immediately below relating to our bankruptcy that were not allotted (or otherwise counted for the purposes of that authority), which may be allotted as our directors see fit; and
- up to \$87,000 (87,000,000 ordinary shares) for the purposes of allotting relevant securities contemplated in (i) the examiner’s scheme of arrangement under Part 10 of the Companies Act 2014 of Ireland, as amended (the “Irish Companies Act”) approved by the Irish High Court on December 12, 2019 and (ii) a scheme of arrangement in respect of Weatherford International Ltd. pursuant to the Companies Act 1981 of Bermuda.

On that basis, taking account of ordinary shares that have been allotted or issued since December 10, 2019 or that are otherwise reserved for issuance, as of the date of this registration statement, our Board of Directors is authorized to issue an additional 83,622,267 ordinary shares without shareholder approval for the balance of the period of five years ending on December 9, 2024.

#### **Preemption Rights, Share Warrants and Options**

Under Irish law, certain statutory preemption rights apply automatically in favor of shareholders when shares are to be issued for cash. As permitted under Irish law, we opted-out of these preemption rights in our Articles adopted at the time of emergence from bankruptcy in respect of the 170,000,000 ordinary shares our directors were authorized to allot pursuant to the allotment authority referenced above. Irish law requires this opt-out to be renewed at least every five years by a qualified 75% majority of the votes cast, in person or by proxy, at a general meeting of our shareholders at which a quorum is present (referred to under Irish law as a special resolution). A special resolution of the shareholders is also required for any increase in the number of shares covered by the opt-out. If the opt-out is not renewed, shares to be issued for cash must be offered to our existing shareholders on a pro rata basis to their existing shareholding before the shares may be issued to any new shareholders.

Statutory preemption rights do not apply: (i) where shares are issued for non-cash consideration (such as in a stock-for-stock acquisition), (ii) to the issue of non-equity shares (that is, shares that have the right to participate only up to a specified amount in any income or capital distribution) or (iii) where shares are issued pursuant to employee equity compensation plans.

Our Articles provide that, subject to the provisions contained therein relating to the allotment of new shares and the Irish Companies Act, our directors may allot, grant options over or otherwise dispose of them to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of Weatherford Ireland and its shareholders.

**Dividends**

Holders of ordinary shares are entitled to receive dividends which may be declared (i) at a general meeting of shareholders upon the recommendation of the Board of Directors or (ii) by the Board of Directors in such amount as appear to the directors to be justified by our profits, subject to applicable law.

**Liquidation**

Subject to the provisions of the Irish Companies Act as to preferential payments, upon winding up, our property shall be distributed among the members according to their rights and interests.

**Listing**

Our ordinary shares are listed on Nasdaq under the ticker symbol “WFRD.”

## DESCRIPTION OF OPTIONS AND WARRANTS

The following description of the options and warrants exercisable for the ordinary shares sets forth certain general terms and provisions. This summary does not contain all of the information that you may find useful. The particular terms of any series of options or warrants exercisable for the ordinary shares will be described in the prospectus supplement relating to those securities. The terms of any options or warrants offered under that prospectus supplement may differ from the terms described below.

We will file as exhibits to the registration statement of which this prospectus is a part, or will incorporate by reference from reports that we file with the SEC, the form of option or warrant agreement, including a form of option or warrant certificate, that describes the terms of the series of options or warrants we are offering, and any supplemental agreements, before the issuance of the related series of options or warrants. The following summaries of material terms and provisions of the option or warrant agreements and option or warrant certificates are subject to, and qualified in their entirety by reference to, all the provisions of the option or warrant agreement, any option or warrant certificate and any supplemental agreements applicable to the particular series of options or warrants that we may offer under this prospectus. We urge you to read the applicable prospectus supplements related to the particular series of options or warrants that we may offer under this prospectus, as well as any related free writing prospectuses and the complete option or warrant agreement, any option or warrant certificate and any supplemental agreements that contain the terms of the options or warrants, as the case may be.

We may issue options and warrants for the purchase of ordinary shares in one or more series. We may issue options and warrants independently or together with ordinary shares, and the options and warrants may be attached to or separate from these securities.

We will evidence each series of options and warrants by certificates that we will issue under a separate agreement. We may enter into an option or warrant agreement with an option or warrant agent, as the case may be. If we elect to do so, the agent will act solely as our agent in connection with the options or warrants, as the case may be, and will not assume any obligation or relationship of agency or trust for or with any registered holders of options or warrants or beneficial owners of options or warrants. We will indicate the name and address and other information regarding the applicable agent in the applicable prospectus supplement relating to a particular series of warrants if we elect to use a warrant agent.

### General

We will describe in the applicable prospectus supplement the terms of the series of options and warrants, including:

- the offering price and aggregate number of the options or warrants offered;
- the currency or currencies, including composite currencies, in which the price of such options or warrants may be payable;
- the price at which and the currencies, including composite currencies, in which the securities purchasable upon exercise of such warrants shall commence and the date on which such right will expire;
- if applicable, the designation and terms of the securities with which the options or warrants are issued and the number of options or warrants issued with each such security or each principal amount of such security;
- the terms of the securities issuable upon exercise of the options or warrants;
- the number of shares of ordinary shares purchasable upon the exercise of one option or warrant and the price at which these ordinary shares may be purchased upon such exercise;
- the anti-dilution provisions of the options or warrants, if any;
- any provisions for changes to or adjustments in the exercise price or number of securities issuable upon exercise of the options or warrants;

- the effect of any merger, consolidation, sale or other disposition of our business on the option or warrant agreement and the options or warrants;
- the terms of any rights to redeem or call the options or warrants;
- the dates on which the right to exercise the options or warrants will commence and expire;
- the manner in which the option or warrant agreement and options or warrants may be modified;
- if applicable, the minimum or maximum amount of such options or warrants which may be exercised at any one time;
- if applicable, the title, rank, aggregate principal amount and terms of the securities with which such options or warrants are issued and the number of such options or warrants issued with each such security;
- if applicable, the date on and after which such options or warrants and related securities will be separately transferable;
- the identity of the warrant agent for the warrants and of any other depositaries, execution or paying agents, transfer agents, registrars or other agents;
- the proposed listing, if any, of the options or warrants or any securities purchasable upon exercise of the options or warrants on any securities exchange;
- whether certificates evidencing the options or warrants will be issued in registered or bearer form and, if registered, where they may be transferred and exchanged; and
- any other material terms of the options or warrants.

United States federal income tax consequences and special considerations, if any, applicable to any such offering will be described in an accompanying prospectus supplement.

#### **Exercise of Options and Warrants**

Each option and warrant will entitle the holder thereof to purchase the securities that we specify in the applicable prospectus supplement at the exercise price as will in each case be set forth in, or be determinable as set forth in, the applicable prospectus supplement. Unless we otherwise specify in the applicable prospectus supplement, holders of options and warrants may exercise the options and warrants at any time before the expiration date that we set forth in the applicable prospectus supplement, and after the expiration date, unexercised options and warrants will become void. Holders of the options and warrants may exercise the options and warrants by delivering the certificate representing the options and warrants to be exercised together with specified information, and paying the required amount to us or to the warrant agent in immediately available funds, as provided in the applicable prospectus supplement. Irish law requires that no shares in Weatherford Ireland's authorized but unissued share capital shall be issued in settlement of an option unless they are paid-up on issuance to at least their nominal (or par) value. We will set forth on the reverse side of the certificate and in the applicable prospectus supplement the information that the holder of the option or warrant will be required to deliver to us or to the applicable agent. The holder of an option or warrant will be required to pay any tax or other governmental charge that may be imposed in connection with any transfer involved in the issuance of underlying securities purchased upon exercise. Upon receipt of the required payment and the certificate properly completed and duly executed at the corporate trust office of the option or warrant agent or any other office indicated in the applicable prospectus supplement, we will issue and deliver the securities purchasable upon such exercise. Unless we otherwise specify in the applicable prospectus supplement, if fewer than all of the options and warrants represented by the certificate are exercised, then we will issue a new certificate for the remaining amount of options and warrants. If we so indicate in the applicable prospectus supplement, holders of the options and warrants may surrender securities as all or part of the exercise price for options and warrants.



**Amendments and Supplements to Option and Warrant Agreements**

We, and, if applicable, the option or warrant agent, may amend or supplement the option or warrant agreement for a series of options or warrants without the consent of the holders of the options or warrants issued thereunder to effect changes that are not inconsistent with the provisions of the options or warrants, and that do not materially and adversely affect the interests of the holders of the options or warrants.

## DESCRIPTION OF DEBT SECURITIES

Weatherford Bermuda and Weatherford Delaware (either separately, or together) may offer debt securities in one or more series, which may be convertible into another security.

The following description briefly sets forth certain general terms and provisions of the debt securities that Weatherford Bermuda and Weatherford Delaware (as applicable, the “Issuer”) may offer and guarantees thereof by Weatherford Bermuda, Weatherford Delaware or Weatherford Ireland, as the case maybe (in its role as guarantor under the Indenture (as defined below), the “Guarantor”). Unless otherwise specified in an accompanying prospectus supplement, any debt securities will be issued in one or more series under an Indenture to be entered into by and among Weatherford Ireland, Weatherford Bermuda, Weatherford Delaware and Deutsche Bank Trust Company Americas, as trustee, or such other trustee named therein (the “Indenture”). A form of the Indenture is attached as an exhibit to the registration statement of which this prospectus forms a part. The terms of the debt securities will include those set forth in the Indenture and those made a part of the Indenture by the Trust Indenture Act of 1939 (“TIA”). You should read the summary below, any accompanying prospectus supplement and the provisions of the Indenture in their entirety before investing in our debt securities.

When a particular series of debt securities are offered and sold, we will describe the specific terms and conditions of the series in a prospectus supplement. We will also indicate in the applicable prospectus supplement whether the general terms and conditions described in this prospectus apply to the series of debt securities. In addition, the terms and conditions of the debt securities of a series may be different in one or more respects from the terms and conditions described below. If so, those differences will be described in the applicable prospectus supplement and will supersede this prospectus.

The following description only summarizes the terms of the Indenture and the debt securities. For more information you should read the Indenture. In addition, the following description is qualified in all respects by reference to the actual text of the Indenture and the forms of the debt securities.

### General

Weatherford Bermuda or Weatherford Delaware, as the case may be, may issue debt securities either separately, or together with, or upon the conversion of or in exchange for, other securities. The debt securities will be issued in one or more series under the Indenture.

The trustee for each series of debt securities will be Deutsche Bank Trust Company Americas, unless otherwise specified in the applicable prospectus supplement. The Indenture does not limit the amount of debt securities that may be issued and provides that debt securities may be issued thereunder from time to time in one or more series.

The prospectus supplement relating to any series of debt securities that the Issuer may offer will contain the specific terms of the debt securities. These terms may include, among others, the following:

- the Issuer of such series of debt securities;
- the title and aggregate principal amount of the debt securities and any limit on the aggregate principal amount of such series;
- any applicable subordination provisions for any subordinated debt securities;
- the maturity date(s) or method for determining same;
- the interest rate(s) or the method for determining same;
- the dates on which interest will accrue or the method for determining dates on which interest will accrue and dates on which interest will be payable and whether interest will be payable in cash, additional securities or some combination thereof;
- the place(s) where payment of principal and interest may be made, where debt securities may be presented and where notices or demands upon the Issuer may be made;
- redemption (including any sinking fund) or early repayment provisions;

- authorized denominations;
- if other than the principal amount, the principal amount of debt securities payable upon acceleration;
- the form or forms of the debt securities of the series including such legends as may be required by applicable law;
- whether the debt securities will be issued in whole or in part in the form of one or more global securities and the date as of which the securities are dated if other than the date of original issuance;
- whether the debt securities are secured and the terms of such security;
- the amount of discount or premium, if any, with which the debt securities will be issued;
- any covenants applicable to the particular debt securities being issued;
- any additions or changes in the defaults and events of default applicable to the particular debt securities being issued;
- the terms of the guarantee by the Guarantor (including provisions relating to seniority, subordination and release of the guarantees);
- the currency, currencies or currency units in which the purchase price for, the principal of and any premium and any interest on, the debt securities will be payable;
- the time period within which, the manner in which and the terms and conditions upon which we or the holders of the debt securities can select the payment currency;
- our obligation or right to redeem, purchase or repay debt securities under a sinking fund, amortization or analogous provision;
- any restriction or conditions on the transferability of the debt securities;
- provisions granting special rights to holders of the debt securities upon occurrence of specified events;
- whether the debt securities are convertible or exchangeable into other securities and any related terms and conditions;
- additions or changes relating to compensation or reimbursement of the trustee of the series of debt securities;
- provisions relating to the modification of the Indenture both with and without the consent of holders of debt securities issued under the Indenture and the execution of supplemental Indentures for such series; and
- any other terms of the debt securities (which terms shall not be inconsistent with the provisions of the TIA, but may modify, amend, supplement or delete any of the terms of the Indenture with respect to such series of debt securities).

The Issuer may sell the debt securities, including original issue discount securities, at par or at a substantial discount below their stated principal amount. Unless we inform you otherwise in a prospectus supplement, additional debt securities of a particular series may be issued without the consent of the holders of the debt securities of such series or any other series outstanding at the time of issuance. Any such additional debt securities, together with all other outstanding debt securities of that series, will constitute a single series of securities under the Indenture.

We will describe in an accompanying prospectus supplement any other special considerations for any debt securities we sell that are denominated in a currency or currency unit other than U.S. dollars. In addition, debt securities may be issued where the amount of principal and/or interest payable is determined by reference to one or more currency exchange rates, commodity prices, equity indices or other factors. Holders of such securities may receive a principal amount or a payment of interest that is greater than or less than the amount of principal or interest otherwise payable on such dates, depending upon the value of the applicable currencies, commodities, equity indices or other factors. Information as to the methods for determining the amount of principal or interest, if any, payable on any date, and the currencies, commodities, equity

indices or other factors to which the amount payable on such date is linked will be described in an accompanying prospectus supplement.

United States federal income tax consequences and special considerations, if any, applicable to any such series will be described in an accompanying prospectus supplement.

We expect the debt securities to be issued in fully registered form without coupons and in denominations of \$2,000 and any integral multiple of \$1,000 in excess thereof. Subject to the limitations provided in the Indenture and in an accompanying prospectus supplement, debt securities that are issued in registered form may be transferred or exchanged at the designated corporate trust office of the trustee, without the payment of any service charge, other than any tax or other governmental charge payable in connection therewith.

#### **Guarantees**

Each Guarantor will fully and unconditionally guarantee all obligations of the Issuer under the Indenture and the related debt securities. Unless otherwise provided in a prospectus supplement, each guarantee will be a senior unsecured obligation of the Guarantor. The obligations of any Guarantor under its guarantee will be limited as necessary to prevent such guarantee from constituting a fraudulent conveyance or fraudulent transfer under applicable law.

#### **Conversion and Exchange**

The terms, if any, on which debt securities of any series are convertible into or exchangeable for ordinary shares of Weatherford Ireland, other debt securities or any other securities will be set forth in the related prospectus supplement. The terms may include provisions for conversion or exchange, either mandatory, at the option of the holders, the Issuer or Weatherford Ireland.

#### **Registration of Transfer and Exchange**

Subject to the terms of the Indenture and the limitations applicable to global securities, debt securities may be transferred or exchanged at the corporate trust office of the trustee or at any other office or agency maintained by the Issuer for that purpose. No service charge will be made for any registration of transfer or exchange of the debt securities, but the Issuer may require a payment by the holder to cover any tax or other governmental charge. The Issuer will not be required to register the transfer of or exchange debt securities of any series:

- during a period beginning at the opening of business 15 days before the day of mailing of a notice of redemption of securities of that series selected for redemption; or
- selected for redemption in whole or in part, except the unredeemed portion of any debt security being redeemed in part.

#### **Payment**

Unless otherwise indicated in the applicable prospectus supplement, principal, interest and any premium on the debt securities will be paid at the place or places that the Issuer will designate for such purposes. Unless otherwise indicated in the applicable prospectus supplement, payment of interest on a debt security that is payable and is punctually paid or duly provided for on any interest payment date will be made to the person in whose name that debt security is registered at the close of business on the regular record date for that interest payment. The Issuer will pay the principal of (and premium, if any, on) registered debt securities only against surrender of those debt securities.

#### **Global Securities**

Unless we inform you otherwise in an accompanying prospectus supplement, the debt securities of a series may be issued in whole or in part in the form of one or more global securities that will be deposited with, or on behalf of, a depositary in the United States identified in an accompanying prospectus supplement. The specific terms of the depositary arrangement with respect to any debt securities of a series will be

described in the prospectus supplement relating to the series. So long as the depositary for a global note in registered form, or its nominee, is the registered owner of the global note, the depositary or the nominee, as the case may be, will be considered the sole owner or holder of the debt securities represented by the global note for all purposes under the Indenture.

Unless and until a global security is exchanged in whole or in part for the individual debt securities, a global security may not be transferred except as a whole by the depositary for such global security to a nominee of such depositary or by a nominee of such depositary to such depositary or another nominee of such depositary or by such depositary or any such nominee to a successor of such depositary or a nominee of such successor.

#### **Certain Covenants of the Debt Securities**

The debt securities will include the following covenants:

*Limitation on Liens.* Unless otherwise indicated in the prospectus supplement relating to a series of debt securities, Weatherford Ireland will not, and will not permit any restricted subsidiary to, create, assume or guarantee any indebtedness for money borrowed secured by any mortgage, lien, pledge, charge or other security interest or encumbrance of any kind (hereinafter referred to as a “mortgage” or “mortgages”) on any principal property of Weatherford Ireland or a restricted subsidiary or on any shares or funded indebtedness of a restricted subsidiary (whether such principal property, shares or funded indebtedness are now owned or hereafter acquired) without, in any such case, effectively providing concurrently with the creation, assumption or guaranteeing of such indebtedness that the debt securities (together, if Weatherford Ireland shall so determine, with any other indebtedness then or thereafter existing, created, assumed or guaranteed by Weatherford Ireland or such restricted subsidiary ranking equally with the debt securities) shall be secured equally and ratably with (or prior to) such indebtedness. The Indenture excludes, however, from the foregoing any indebtedness secured by a mortgage (including any extension, renewal or replacement, or successive extensions, renewals or replacements, of any mortgage hereinafter specified or any indebtedness secured thereby, without increase of the principal of such indebtedness or expansion of the collateral securing such indebtedness):

- (1) on property, shares or funded indebtedness of any Person existing at the time such Person becomes a restricted subsidiary;
- (2) on property existing at the time of acquisition of such property, or to secure indebtedness incurred for the purpose of financing the purchase price of such property or improvements or construction thereon, which indebtedness is incurred prior to, at the time of or within 360 days after the later of such acquisition, the completion of such construction or the commencement of commercial operation of such property; provided, however, that in the case of any such acquisition, construction or improvement the mortgage shall not apply to any property previously owned by Weatherford Ireland or a restricted subsidiary, other than any previously unimproved real property on which the property is constructed or the improvement is located;
- (3) on property, shares or funded indebtedness of a Person existing at the time such Person is merged into or consolidated with Weatherford Ireland or a restricted subsidiary, or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to Weatherford Ireland or a restricted subsidiary;
- (4) on property of a restricted subsidiary to secure indebtedness of such restricted subsidiary to Weatherford Ireland or another restricted subsidiary;
- (5) on property of Weatherford Ireland or property of a restricted subsidiary in favor of the United States or any State thereof, or the jurisdiction of organization of Weatherford Ireland, or any department, agency or instrumentality or political subdivision of the United States or any State thereof, Bermuda or the jurisdiction of organization of Weatherford Ireland, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such mortgage; or

(6) existing at the date of the Indenture;

provided, however, that any mortgage permitted by any of clauses (1), (2), (3) and (5) above shall not extend to or cover any property of Weatherford Ireland or such restricted subsidiary, as the case may be, other than the property specified in such clauses and improvements to that property.

Notwithstanding the above, Weatherford Ireland or any restricted subsidiary may create, assume or guarantee secured indebtedness for money borrowed which would otherwise be prohibited in an aggregate amount which, together with all other such indebtedness for money borrowed of Weatherford Ireland and its restricted subsidiaries and the attributable debt of Weatherford Ireland and its restricted subsidiaries in respect of sale and leaseback transactions (as defined below) existing at such time (other than sale and leaseback transactions entered into prior to the date of the Indenture and sale and leaseback transactions the proceeds of which have been applied in accordance with the Indenture), does not at the time exceed 10% of the shareholders' equity in Weatherford Ireland and its consolidated subsidiaries, as shown on the audited consolidated balance sheet contained in the latest annual report to shareholders of Weatherford Ireland.

"attributable debt" means, as of any particular time, the lesser of (i) the fair value of the property subject to the applicable sale and leaseback transaction (as determined by the Board of Directors of Weatherford Ireland) and (ii) the then present value (discounted at a rate equal to the weighted average of the rate of interest on all securities issued by the applicable Issuer then issued and outstanding under the Indenture, compounded semi-annually) of the total net amount of rent required to be paid under such lease during the remaining term thereof (excluding any renewal term unless the renewal is at the option of the lessor) or, if earlier, until the earliest date on which the lessee may terminate such lease upon payment of a penalty (in which case the obligation of the lessee for rental payments shall include such penalty). The net amount of rent required to be paid for any such period shall be the aggregate amount of the rent payable by the lessee with respect to such period after excluding amounts required to be paid on account of, or measured or determined by, any variable factor, including, without limitation, the cost-of-living index and costs of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges and after excluding any portion of rentals based on a percentage of sales made by the lessee. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated;

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other entity; and

"shareholders' equity in Weatherford Ireland and its consolidated subsidiaries" means the share capital, share premium, contributed surplus and retained earnings of Weatherford Ireland and its consolidated subsidiaries, excluding the cost of shares of Weatherford Ireland held by its affiliates, all as determined in accordance with United States generally accepted accounting principles.

*Limitation on Sale and Leaseback Transactions.* Unless otherwise indicated in the prospectus supplement relating to a series of debt securities, Weatherford Ireland will not, and will not permit any restricted subsidiary to, enter into any sale and leaseback transactions (which are defined in the Indenture to exclude leases expiring within three years of making, leases between Weatherford Ireland and a restricted subsidiary or between restricted subsidiaries and any lease of a part of a principal property which has been sold, for use in connection with the winding up or termination of the business conducted on such principal property), unless (a) Weatherford Ireland or such restricted subsidiary would be entitled to incur indebtedness secured by a mortgage on such principal property without equally and ratably securing the debt securities or (b) an amount equal to the fair value of the principal property so leased (as determined by the Board of Directors of Weatherford Ireland) is applied within 360 days (i) to the retirement (other than by payment at maturity or pursuant to mandatory sinking, purchase or analogous fund or prepayment provision) of (x) the debt securities or (y) other funded indebtedness of Weatherford Ireland or any restricted subsidiary ranking on a parity with the debt securities, provided, however, that the amount to be applied to the retirement of any funded indebtedness as provided under clause (i) shall be reduced by (A) the principal amount of any debt securities delivered within 360 days after such sale or transfer to the trustee for the

debt securities of such series for retirement and cancellation and (B) the principal amount of other funded indebtedness ranking on parity with the debt securities voluntarily retired by Weatherford Ireland within one year after such sale or transfer; or (ii) to purchase, improve or construct principal properties, provided that if only a portion of such proceeds is designated as a credit against such purchase, improvement or construction, Weatherford Ireland shall apply an amount equal to the remainder as provided in (i) above.

*Restrictions Upon Merger and Sales of Assets.* Unless otherwise indicated in the prospectus supplement relating to a series of debt securities, the Issuer shall not consolidate, amalgamate or merge with or into any other Person (whether or not affiliated with such Issuer) and the Issuer or its successor or successors shall not be a party or parties to successive consolidations, amalgamations or mergers and such Issuer shall not sell, convey or lease all or substantially all of its property to any other Person (whether or not affiliated with such Issuer) authorized to acquire and operate the same, unless (i) upon any such consolidation, amalgamation, merger, sale, conveyance or lease, the due and punctual payment of the principal of (and premium, if any, on) and interest, if any, on all of the debt securities of such series, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by such Issuer shall be expressly assumed, by supplemental Indenture reasonably satisfactory in form to the trustee for such series of the debt securities, executed and delivered to each such trustee by the Person (if other than such Issuer) formed by such consolidation or amalgamation, or into which such Issuer shall have been merged, or by the Person which shall have acquired or leased such property, and (ii) such Person shall be a solvent corporation, partnership, limited liability company, trust or any other entity organized under the laws of the United States of America or a State thereof or the District of Columbia, any Member State of the European Union (the "EU"), the United Kingdom, Ireland, Bermuda, Cayman Islands, British Virgin Islands, Gibraltar, the British Crown Dependencies, any member country of the Organisation for Economic Co-operation and Development, or any political subdivision of any of the foregoing. The Issuer will not so consolidate, amalgamate or merge, or make any such sale, lease or other conveyance, and such Issuer will not permit any other Person to merge into it, unless immediately after the proposed consolidation, amalgamation, merger, sale, lease or other conveyance, and after giving effect thereto, no default in the performance or observance by such Issuer or such successor Person, as the case may be, of any of the terms, covenants, agreements or conditions contained in the Indenture with respect to the debt securities shall have occurred and be continuing.

Unless otherwise indicated in the prospectus supplement relating to a series of debt securities, each Guarantor, if any, of any series of debt securities shall not consolidate, amalgamate or merge with or into any other Person (whether or not affiliated with such Guarantor) and such Guarantor and its successor or successors shall not be a party or parties to successive consolidations, amalgamations or mergers and such Guarantor shall not sell, convey or lease all or substantially all of its property to any other Person (whether or not affiliated with such Guarantor) authorized to acquire and operate the same, unless (i) upon any such consolidation, amalgamation, merger, sale, conveyance or lease, the performance of the obligations under the guarantee of such Guarantor, and the due and punctual performance and observance of all of the covenants and conditions of the Indenture to be performed by such Guarantor shall be expressly assumed, by supplemental Indenture reasonably satisfactory in form to the trustee for each series of the debt securities, executed and delivered to each such trustee by the Person (if other than Weatherford Bermuda or Weatherford Delaware or a Guarantor for such series) formed by such consolidation or amalgamation, or into which such Guarantor shall have been merged, or by the Person which shall have acquired or leased such property, and (ii) such Person shall be a solvent corporation, partnership, limited liability company, trust or any other entity organized under the laws of the United States of America or a State thereof or the District of Columbia, any Member State of the EU, the United Kingdom, Ireland, Bermuda, Cayman Islands, British Virgin Islands, Gibraltar, the British Crown Dependencies, any member country of the Organisation for Economic Co-operation and Development, or any political subdivision of any of the foregoing. Furthermore, such Guarantor will not so consolidate, amalgamate or merge, or make any such sale, lease or other conveyance, and such Guarantor will not permit any other Person to merge into it, unless immediately after the proposed consolidation, amalgamation, merger, sale, lease or other conveyance, and after giving effect thereto, no default in the performance or observance by such Guarantor or such successor Person, as the case may be, of any of the terms, covenants, agreements or conditions in respect of the debt securities contained in the Indenture or the guarantee of such Guarantor shall have occurred and be continuing.

*Certain Definitions.* The term “funded indebtedness” means indebtedness created, assumed or guaranteed by a person for money borrowed which matures by its terms, or is renewable by the borrower to a date, more than one year after the date of its original creation, assumption or guarantee.

The term “principal property” means any real property, manufacturing plant, warehouse, office building, or other physical facility or any item of transportation or construction equipment or other like depreciable assets of Weatherford Ireland or of any restricted subsidiary, that in the opinion of the Board of Directors of Weatherford Ireland is of material importance to the total business conducted by Weatherford Ireland and its restricted subsidiaries as a whole.

The term “restricted subsidiary” means any subsidiary which owns a principal property excluding, however, any entity the greater part of the operating assets of which are located, or the principal business of which is carried on, outside the United States.

The term “subsidiary” means any corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust or any other entity of which at least a majority of the outstanding stock or equity interests having voting power under ordinary circumstances to elect a majority of the board of directors or similar body of said entity shall at the time be owned by Weatherford Ireland or by Weatherford Ireland and one or more subsidiaries or by one or more subsidiaries of Weatherford Ireland.

#### **Events of Default**

As to each series of debt securities, unless otherwise indicated in the prospectus supplement relating to a series of debt securities, an event of default is defined as being a:

- default in payment of any interest on any debt security of such series when it becomes due and payable which continues for 30 days (subject to the deferral of any interest payment in the case of an extension period);
- default in payment of any principal of (or premium, if any, on) any debt security of such series when due either at its stated maturity date, upon redemption, upon acceleration or otherwise;
- default in payment of any sinking fund installment, when and as due by the terms of a note of such series, and continuance of such default for a period of 30 days;
- default in performance of any other covenant of the Issuer or any Guarantor of such series in the Indenture (other than a covenant included solely for the benefit of debt securities of another series) which continues for 90 days after receipt of written notice;
- certain events of bankruptcy, insolvency or reorganization relating to the Issuer of such series and, if the debt securities of that series are guaranteed by one or more Guarantors, certain events of bankruptcy, insolvency or reorganization relating to any such Guarantors;
- if the debt securities of that series are guaranteed by one or more Guarantors, a guarantee of the debt securities of such series shall for any reason cease to be, or shall for any reason be asserted in writing by the Issuer or the Guarantors not to be, in full force and effect and enforceable in accordance with its terms except to the extent contemplated by the Indenture and such guarantee; or
- other events of default specified in or pursuant to a board resolution or officer’s certificate or in a supplemental Indenture.

The Indenture provides that the trustee may withhold notice to the holders of debt securities of such series of any default (except in payment of principal, premium, if any, or interest, if any, on such series or in payment of any sinking fund installment on such series) if the trustee considers it is in the interest of such holders to do so.

Holders of the debt securities of any series may not enforce the Indenture or the debt securities of such series except as provided in the Indenture. In case an event of default (other than a default resulting from bankruptcy, insolvency or reorganization) shall occur and be continuing with respect to the debt securities of any series, the trustee or the holders of not less than 25% in aggregate principal amount of the debt securities then outstanding of such series may declare the principal amount on all the debt securities of such



series (or, if the debt securities of that series were issued at a discount, such portion of the principal as may be specified in the terms of that series) to be due and payable. If an event of default results from bankruptcy, insolvency or reorganization, the principal amount of all the debt securities of that series (or, if the debt securities of that series were issued at a discount, such portion of the principal as may be specified in the terms of that series) will automatically become due and payable. Any event of default with respect to the debt securities of any series (except defaults in payment of principal of (or premium, if any, on) or interest, if any, on the debt securities of such series or a default in respect of a covenant or provision that cannot be modified without the consent of the holder of each outstanding security of such series) may be waived by the holders of at least a majority in aggregate principal amount of the debt securities of that series then outstanding.

Subject to the provisions of the Indenture relating to the duties of the trustee in case an event of default shall occur and be continuing, the trustee is under no obligation to exercise any of the rights or powers under such Indenture at the request, order or direction of any of the holders of debt securities, unless such holders shall have offered to the trustee security or indemnity reasonably satisfactory to it. Subject to such provisions for the indemnification of the trustee and certain limitations contained in the Indenture, the holders of a majority in principal amount of the debt securities of any series then 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 debt securities of such series. In respect of each series of debt securities, Weatherford Ireland is required annually to deliver to the trustee an officer's certificate stating whether or not the signers have knowledge of any default in the performance by each of the Issuer and any Guarantors of the covenants of the Indenture. In addition, promptly (and in any event within five business days) upon Weatherford Ireland becoming aware of the occurrence of any default or event of default in respect of any series of debt securities, Weatherford Ireland is required to deliver to the trustee an officer's certificate setting forth the details of such default or event of default and the actions which the Issuer and Guarantors, as applicable, propose to take with respect to such default or event of default.

#### **Discharge**

The Indenture with respect to the debt securities of any series may be discharged (with the exception of specified provisions as provided in the Indenture) when the Issuer requests such discharge in writing accompanied by an officer's certificate and an opinion of counsel, in each case stating that all conditions precedent to discharge under the Indenture have been satisfied and either:

- (A) all debt securities, with the exceptions provided for in the Indenture, of that series have been delivered to the trustee for cancellation; or
- (B) all debt securities of that series not theretofore delivered to the trustee for cancellation (1) have become due and payable; (2) will become due and payable at their stated maturity within one year; (3) are to be called for redemption within one year; or (4) been deemed paid and discharged pursuant to the terms of the Indenture;

and the Issuer in the case of clauses (B)(1), (B)(2) and (B)(3), has deposited or caused to be deposited with the trustee in trust an amount of (a) money, or (b) in the case of clauses (B)(2) and (B)(3), (I) United States government obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide not later than one day before the stated maturity or redemption date, as the case may be, money in an amount or (II) a combination of money or United States government obligations as provided in (I) above, in each case sufficient (if United States government obligations, as certified in the opinion of a nationally recognized firm of independent certified public accountants) to pay and discharge the entire indebtedness on such debt securities not theretofore delivered to the trustee for cancellation, for principal, premium, if any, and interest, if any, to the date of such deposit in the case of debt securities which have become due and payable or to the stated maturity or redemption date, as the case may be.

#### **Defeasance**

The Indenture provides that the Issuer may discharge the entire indebtedness of all outstanding debt securities of a series, and the provisions of the Indenture as they relate to such debt securities, will no longer

be in effect in respect of the Issuer and the Guarantors (with the exception of specified provisions as provided in the Indenture) if the Issuer deposits or causes to be deposited with the trustee, in trust, money, or United States government obligations, or a combination thereof, which, through the payment of interest thereon and principal thereof in accordance with their terms, will provide money, in an amount sufficient, in the opinion of a nationally recognized firm of independent certified public accountants, to pay all the principal (including any mandatory sinking fund payments, if any) of, premium, if any, and interest, if any, on the debt securities of such series on the dates such payments are due in accordance with the terms of such debt securities to their stated maturities or to, but excluding, a redemption date which has been irrevocably designated by the Issuer for redemption of such debt securities. To exercise any such option, the Issuer is required to meet specified conditions, including delivering to the trustee an opinion of counsel to the effect that (a) the Issuer has received from, or there has been published by, the Internal Revenue Service a ruling, or (b) since the date of an offering, there has been a change in the applicable federal income tax law, in either case to the effect that, and based thereon such opinion of counsel shall confirm that, holders of the debt securities of such series will not recognize income, gain or loss for United States federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to United States federal income tax on the same amounts, in the same manner and at the same times as would have been the case if such deposit, defeasance and discharge had not occurred and that no event of default or default shall have occurred and be continuing.

The Indenture provides that, at the election of the Issuer, the Issuer and the Guarantors need not comply with certain restrictive covenants of the Indenture as to any series of debt securities (in the case of debt securities as described above under “— Certain Covenants of the Debt Securities — Limitation on Liens,” and “— Limitation on Sale and Leaseback Transactions”), upon the deposit by the Issuer with the trustee, in trust, of money, or United States government obligations, or a combination thereof, which, through the payment of interest thereon and principal thereof in accordance with their terms, will provide money, in an amount sufficient, in the opinion of a nationally recognized firm of independent certified public accountants, to pay all the principal (including any mandatory sinking fund payments, if any) of, premium, if any, and interest, if any, on the debt securities of such series on the dates such payments are due in accordance with the terms of such debt securities to their stated maturities or to, but excluding, a redemption date which has been irrevocably designated by us for redemption of such debt securities. To exercise any such option, the Issuer may be required to meet specified conditions, including delivering to the trustee an opinion of counsel to the effect that the deposit and related defeasance would not cause the holders of the debt securities to recognize income, gain or loss for federal income tax purposes.

#### **Modification of the Indenture**

The Indenture contains provisions permitting the Issuer, the Guarantors and the trustee, with the consent of the holders of not less than a majority in principal amount of the outstanding debt securities of all series affected by such modification (voting as one class), to modify such Indenture or the rights of the holders of the debt securities, except that no such modification shall, without the consent of the holder of each debt security so affected:

- change the maturity of any debt security, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof (including, in the case of a discounted debt security, the amount payable thereon in the event of acceleration) or any redemption premium thereon, or change the place or medium or currency of payment of such debt security, or impair the right of any holder to institute suit for payment thereof, or release any Guarantor from any of its obligations under its guarantee otherwise than in accordance with the terms of the Indenture;
- reduce the percentage of debt securities, the consent of the holders of which is required for any such modification or for certain waivers or other modifications under such Indenture; or
- modify certain provisions of the Indenture related to entry into a supplemental Indenture with consent of holders, waiver of past defaults and waiver of certain covenants, except under certain circumstances specified in the Indenture.

The Indenture contains provisions permitting the Issuer, the Guarantors and the trustee, without the consent of any holders, to modify the Indenture for any of the following purposes:

- to evidence the succession of another corporation, partnership, limited liability company, trust or any other entity to the Issuer or any Guarantor and the assumption by any such successor of the Issuer's covenants in the Indenture and the debt securities or such Guarantor's covenants in the Indenture and the guarantee, as the case may be;
- to add to the Issuer's or any Guarantor's covenants for the benefit of the holders of all or any series of debt securities or to surrender any right or power conferred upon the Issuer or such Guarantor, as the case may be, in the Indenture;
- to add any additional events of defaults;
- to add or change any provisions of the Indenture to such extent as may be necessary to permit or facilitate the issuance of debt securities in bearer form registrable or not registrable as to principal, and with or without interest or coupons;
- to change or eliminate any provision of the Indenture, provided that any such change or elimination shall become effective only when there is no debt security outstanding of any series created prior to such modification which is entitled to the benefit of such provision;
- to secure the debt securities;
- to establish the form or terms of any debt securities of any series as permitted by the Indenture;
- to establish the form or terms of a related guarantee of any debt securities as permitted by the Indenture;
- to evidence and provide for the acceptance of appointment under the Indenture by a successor trustee with respect to the debt securities of one or more series and to add or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than one trustee;
- to evidence and provide for the acceptance of appointment of a trustee other than Deutsche Bank Trust Company Americas, as trustee for a series of debt securities and to add or change any of the provisions of the Indenture as shall be necessary to provide for or facilitate the administration of the trusts under the Indenture by more than one trustee;
- to provide for any rights of the holder of debt securities of any series to require the repurchase of debt securities of such series from the Issuer;
- to cure any ambiguity, omission, mistake or defect, to correct or supplement any provision of the Indenture which may be inconsistent with any other provision of the Indenture, or to make any other provisions with respect to matters or questions arising under the Indenture, provided such action shall not adversely affect the interests of the holders of debt securities of any series in any material respect;
- to provide for the issuance of additional debt securities of any series in accordance with the Indenture;
- to add guarantees with respect to the debt securities;
- to amend the provisions of the Indenture relating to the transfer and legending of the debt securities of any series, including, without limitation, to facilitate the issuance and administration of the debt securities of any series; provided that compliance with the Indenture as so amended would not result in the debt securities of such series being transferred in violation of the Securities Act or any applicable securities law;
- to conform the text of the Indenture, guarantee or debt securities of any series to any provision of the description thereof set forth in this prospectus or any prospectus supplement to the extent that such provision in this prospectus or any prospectus supplement was intended to be a verbatim recitation of a provision in the Indenture, guarantee or debt securities of any series;
- for any other reason specified in the board resolution, officer's certificate or supplemental Indenture establishing the applicable series of debt securities;
- to continue its qualification under the TIA as may be necessary or desirable in accordance with amendments to that TIA; or

- for any other reason specified in the applicable prospectus supplement.

**Concerning the Trustee**

We may from time to time maintain lines of credit and have other customary banking relationships with each trustee and its affiliated banks.

**Governing Law**

The Indenture and the debt securities shall be construed in accordance with and governed by the laws of the State of New York.

## DESCRIPTION OF SHARE PURCHASE CONTRACTS AND SHARE PURCHASE UNITS

The following description of share purchase contracts and share purchase units sets forth certain general terms and provisions of share purchase contracts and share purchase units. This summary does not contain all of the information that you may find useful. The particular terms of the share purchase contracts, the share purchase units and, if applicable, the prepaid securities will be described in the prospectus supplement relating to those securities. For more information, you should review the share purchase contracts, the collateral arrangements and any depositary arrangements relating to such share purchase contracts or share purchase units and, if applicable, the prepaid securities and the document pursuant to which the prepaid securities will be issued, each of which will be filed with the SEC promptly after the offering of the securities. As used in this section only, “we”, “our” and “us” refers to only Weatherford Ireland.

We may issue share purchase contracts representing contracts obligating holders to purchase from us and us to sell to the holders a specified number of ordinary shares at a future date or dates. The price per share of ordinary share may be fixed at the time the share purchase contracts are issued or may be determined by reference to a specific formula set forth in the share purchase contracts.

The share purchase contracts may be issued separately or as a part of units, often known as share purchase units, consisting of a share purchase contract and either:

- debt securities; or
- debt obligations of third parties, including United States Treasury securities, securing the holder’s obligations to purchase the ordinary shares under the share purchase contracts. The share purchase contracts may require us to make periodic payments to the holders of the share purchase units or vice versa, and such payments may be unsecured or prefunded on some basis. The share purchase contracts may require holders to secure their obligations in a specified manner and in certain circumstances we may deliver newly issued prepaid share purchase contracts, often known as prepaid securities, upon release to a holder of any collateral securing each holder’s obligations under the original share purchase contract.

United States federal income tax consequences and special considerations, if any, applicable to any such offering will be described in an accompanying prospectus supplement. Unless otherwise specified in the applicable prospectus supplement, the share purchase contracts, the share purchase units and the unit agreements pursuant to which the share purchase units will be issued will be governed by and construed in accordance with the laws of the State of New York.

## PLAN OF DISTRIBUTION

We may sell the securities from time to time pursuant to underwritten public offerings, negotiated transactions, block trades or a combination of these methods or through underwriters or dealers, through agents and/or directly to one or more purchasers. The securities may be distributed from time to time in one or more transactions at:

- a fixed price or prices, which may be changed;
- market prices prevailing at the time of sale;
- prices related to such prevailing market prices; or
- negotiated prices.

Each time that we sell securities covered by this prospectus, we will provide a prospectus supplement or supplements that will describe the method of distribution and set forth the terms and conditions of the offering of such securities, including the offering price of the securities and the proceeds to us, if applicable.

Offers to purchase the securities being offered by this prospectus may be solicited directly. Agents may also be designated to solicit offers to purchase the securities from time to time. Any agent involved in the offer or sale of our securities will be identified in a prospectus supplement. If a dealer is utilized in the sale of the securities being offered by this prospectus, the securities will be sold to the dealer, as principal. The dealer may then resell the securities to the public at varying prices to be determined by the dealer at the time of resale.

If an underwriter is utilized in the sale of the securities being offered by this prospectus, an underwriting agreement will be executed with the underwriter at the time of sale and the name of any underwriter will be provided in the prospectus supplement that the underwriter will use to make resales of the securities to the public. In connection with the sale of the securities, we or the purchasers of securities for whom the underwriter may act as agent, may compensate the underwriter in the form of underwriting discounts or commissions. The underwriter may sell the securities to or through dealers, and those dealers may receive compensation in the form of discounts, concessions or commissions from the underwriters and/or commissions from the purchasers for which they may act as agent. Unless otherwise indicated in a prospectus supplement, an agent will be acting on a best-efforts basis and a dealer will purchase securities as a principal, and may then resell the securities at varying prices to be determined by the dealer.

Any compensation paid to underwriters, dealers or agents in connection with the offering of the securities, and any discounts, concessions or commissions allowed by underwriters to participating dealers will be provided in the applicable prospectus supplement. Underwriters, dealers and agents participating in the distribution of the securities may be deemed to be underwriters within the meaning of the Securities Act, and any discounts and commissions received by them and any profit realized by them on resale of the securities may be deemed to be underwriting discounts and commissions. We may enter into agreements to indemnify underwriters, dealers and agents against civil liabilities, including liabilities under the Securities Act, or to contribute to payments they may be required to make in respect thereof and to reimburse those persons for certain expenses.

Any ordinary shares will be listed on the Nasdaq, but any other securities may or may not be listed on a national securities exchange. To facilitate the offering of securities, certain persons participating in the offering may engage in transactions that stabilize, maintain or otherwise affect the price of the securities. This may include over-allotments or short sales of the securities, which involve the sale by persons participating in the offering of more securities than were sold to them. In these circumstances, these persons would cover such over-allotments or short positions by making purchases in the open market or by exercising their over-allotment option, if any. In addition, these persons may stabilize or maintain the price of the securities by bidding for or purchasing securities in the open market or by imposing penalty bids, whereby selling concessions allowed to dealers participating in the offering may be reclaimed if securities sold by them are repurchased in connection with stabilization transactions. The effect of these transactions may be to stabilize or maintain the market price of the securities at a level above that which might otherwise prevail in the open market. These transactions may be discontinued at any time.

If indicated in the applicable prospectus supplement, underwriters or other persons acting as agents may be authorized to solicit offers by institutions or other suitable purchasers to purchase the securities at the public offering price set forth in the prospectus supplement, pursuant to delayed delivery contracts providing for payment and delivery on the date or dates stated in the prospectus supplement. These purchasers may include, among others, commercial and savings banks, insurance companies, pension funds, investment companies and educational and charitable institutions. Delayed delivery contracts will be subject to the condition that the purchase of the securities covered by the delayed delivery contracts will not at the time of delivery be prohibited under the laws of any jurisdiction in the United States to which the purchaser is subject. The underwriters and agents will not have any responsibility with respect to the validity or performance of these contracts.

We may engage in at the market offerings into an existing trading market in accordance with Rule 415(a)(4) under the Securities Act. In addition, we may enter into derivative transactions with third parties, or sell securities not covered by this prospectus to third parties in privately negotiated transactions. If the applicable prospectus supplement so indicates, in connection with those derivatives, the third parties may sell securities covered by this prospectus and the applicable prospectus supplement, including in short sale transactions. If so, the third party may use securities pledged by us or borrowed from us or others to settle those sales or to close out any related open borrowings of ordinary shares, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of ordinary shares. The third party in such sale transactions will be an underwriter and, if not identified in this prospectus, will be named in the applicable prospectus supplement (or a post-effective amendment). In addition, we may otherwise loan or pledge securities to a financial institution or other third party that in turn may sell the securities short using this prospectus and an applicable prospectus supplement. Such financial institution or other third party may transfer its economic short position to investors in our securities or in connection with a concurrent offering of other securities.

The specific terms of any lock-up provisions in respect of any given offering will be described in the applicable prospectus supplement.

The underwriters, dealers and agents may engage in transactions with us, or perform services for us, in the ordinary course of business for which they receive compensation.

Our securities may not be offered, sold, placed or underwritten and nothing may be done in Ireland in respect of any such securities, otherwise than in conformity, where relevant, with the provisions of:

- the Prospectus Regulation, Commission Delegated Regulation (EU) 2019/980, Commission Delegated Regulation (EU) 2019/979, the European Union (Prospectus) Regulations 2019 of Ireland and any Central Bank of Ireland rules issued and/or in force pursuant to section 1363 of the Irish Companies Act;
- the Irish Companies Act;
- the European Union (Markets in Financial Instruments) Regulations 2017 of Ireland, as amended;
- Regulation (EU) No. 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse, the European Union (Market Abuse) Regulations 2016 of Ireland and any Central Bank of Ireland rules issued and/or in force pursuant to section 1370 of the Irish Companies Act;
- the PRIIPs Regulation; and
- the Central Bank Acts 1942 to 2018 of Ireland, as amended and any codes of conduct rules made under section 117(1) of the Central Bank Act 1989 of Ireland.

## LEGAL MATTERS

Certain United States legal matters in connection with the securities will be passed upon for us by King & Spalding LLP. Certain Irish legal matters in connection with the securities will be passed upon for us by our special Irish counsel, Matheson. Certain Bermuda legal matters in connection with the securities will be passed upon for us by our special Bermuda counsel, Conyers Dill & Pearman Limited. If the securities are being distributed in an underwritten offering, the validity of the securities will be passed upon for the underwriters by counsel identified in the accompanying prospectus supplement.

## EXPERTS

The consolidated financial statements and financial statement schedule II of Weatherford International plc as of December 31, 2021 and December 31, 2020 and for each of the years in the two-year period ended December 31, 2021, and for the period from December 14, 2019 to December 31, 2019 (successor periods) and for the period from January 1, 2019 to December 13, 2019 (predecessor period), and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2021 have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

### Interests of Named Experts and Counsel

Certain Bermuda legal matters in connection with the debt securities or guarantees that Weatherford Bermuda may issue under a prospectus supplement will be passed upon for Weatherford Bermuda by its special Bermuda counsel, Conyers Dill & Pearman Limited. Conyers Dill & Pearman Limited's affiliated company, Conyers Corporate Services (Bermuda) Limited, is Weatherford Bermuda's Secretary.

## SERVICE OF PROCESS AND ENFORCEMENT OF LIABILITIES

Weatherford Ireland has been advised by its Irish counsel, Matheson, that there is some uncertainty as to whether the courts of Ireland would recognize or enforce judgments obtained against Weatherford Ireland or its directors or officers in a United States court based on the civil liabilities provisions of United States federal or state laws. The United States and Ireland do not currently have a treaty providing for recognition and enforcement of judgments (other than arbitration awards) in civil and commercial matters, and accordingly, common law rules apply in order to determine whether a judgment of a United States federal or state court is enforceable in Ireland.

A judgment of a United States federal or state courts obtained against Weatherford Ireland will be enforced by the courts of Ireland only if the following general requirements are met:

- the United States federal or state courts must have had jurisdiction in relation to the particular defendant according to Irish conflict of law rules (the voluntary submission to jurisdiction by the defendant would satisfy this rule); and
- the judgment must be final and conclusive and the decree must be final and unalterable in the court which pronounces it.

A judgment can be final and conclusive even if it is subject to appeal or even if an appeal is pending. However, where the effect of lodging an appeal under the applicable law is to stay execution of the judgment, it is possible that, in the meantime, the judgment may not be actionable in Ireland. It remains to be determined whether final judgment given in default of appearance is final and conclusive. Irish courts may also refuse to enforce a judgment of the United States federal or state courts which meets the above requirements for one of the following reasons:

- the judgment is not for a definite sum of money;
- the judgment was obtained by fraud;
- the enforcement of the judgment in Ireland would be contrary to natural or constitutional justice;



- the judgment is contrary to Irish public policy or involves certain United States laws which will not be enforced in Ireland;
- jurisdiction cannot be obtained by the Irish courts over the judgment debtors in the enforcement proceedings by personal service in Ireland or outside Ireland under Order 11 of the Rules of the Irish Superior Courts;
- the judgment is irreconcilable with an earlier judgment of the United States federal or state courts; or
- enforcement proceedings are not instituted in Ireland within six years of the date of the judgment of the United States federal and state courts.

Weatherford Bermuda has been advised by its Bermuda counsel, Conyers Dill & Pearman Limited, that a judgment for the payment of money rendered by a court in the United States based on civil liability, including the civil liability provisions of the United States federal securities laws, would not be automatically enforceable in Bermuda. Weatherford Bermuda has also been advised by Conyers Dill & Pearman Limited that a Bermuda court would be likely to enforce a final and conclusive judgment in personam, which means a judgment against a specific person rather than against specific property, obtained in a court in the United States 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 similar nature or in respect of a fine or other penalty, provided that:

- the United States court had proper jurisdiction over the parties subject to such judgment;
- the United States court did not contravene the rules of natural justice of Bermuda;
- the judgment of the United States court was not obtained by fraud;
- the enforcement of the judgment would not be contrary to the public policy of Bermuda;
- no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of Bermuda; and
- there is due compliance with the correct procedures under the laws of Bermuda.

Further, Weatherford Bermuda has been advised by Conyers Dill & Pearman Limited that a United States investor cannot bring an original action before a Bermuda court against Weatherford Bermuda, affiliates of Weatherford Bermuda, any underwriters or experts named in this prospectus based on United States legislation, including the United States federal securities laws, because United States legislation has no extraterritorial jurisdiction under Bermuda law and does not have force of law in Bermuda. However, we have also been advised by Conyers Dill & Pearman Limited that a Bermuda court may impose civil liability, including the possibility of monetary damages, on Weatherford Bermuda or its directors or officers if the facts alleged in a complaint constitute or give rise to a cause of action under Bermuda law. Some remedies available under the laws of United States jurisdictions, including some remedies available under the United States federal securities laws, may not be allowed in Bermuda courts as contrary to Bermuda public policy.

It may be difficult for a securityholder to effect service of process within the United States or to enforce judgments obtained against any of Weatherford Ireland or Weatherford Bermuda in United States courts. Each of Weatherford Ireland and Weatherford Bermuda has agreed that it may be served with process with respect to actions based on offers and sales of securities made in the United States and other violations of United States securities laws by having Weatherford Delaware, a Delaware limited liability company and wholly owned subsidiary of Weatherford Ireland, be its United States agent appointed for that purpose. Weatherford Delaware is located at 2000 St. James Place, Houston, Texas 77056. A judgment obtained against any of Weatherford Ireland or Weatherford Bermuda in a United States court would be enforceable in the United States but could be executed upon only to the extent such company has assets in the United States.

## PART II

## INFORMATION NOT REQUIRED IN PROSPECTUS

**Item 14. Other Expenses of Issuance and Distribution.**

The following table sets forth the best estimate of the registrants as to the anticipated expenses and costs (other than underwriting discounts and commissions) expected to be incurred in connection with the issuance and distribution of securities registered hereby:

SEC registration fee	*
Legal fees and expenses	**
Accounting fees and expenses	**
Rating agency fees	**
Trustee fees and expenses	**
Printing expenses	**
Miscellaneous	**
Total	\$ **

\* Applicable SEC registration fees have been deferred in accordance with Rules 456(b) and 457(r) of the Securities Act and will be paid at the time of any particular offering under this registration statement and are therefore not estimable at this time.

\*\* These fees are calculated based upon the number of issuances and amount of securities offered, and accordingly, cannot be estimated at this time.

**Item 15. Indemnification of Directors and Officers.****Weatherford Ireland**

Subject to exceptions, the Irish Companies Act contains limitations that do not permit a company to exempt a director or certain officers from, or indemnify a director against, liability in connection with any negligence, default, breach of duty or breach of trust by a director in relation to Weatherford Ireland. The exceptions allow a company to: (i) purchase and maintain directors and officers insurance against any liability attaching in connection with any negligence default, breach of duty or breach of trust owed to the company and (ii) indemnify a director or such other officer against any liability incurred in defending proceedings, whether civil or criminal, (a) in which judgment is given in his or her favor or in which he or she is acquitted or (b) in respect of which an Irish court grants him or her relief from any such liability on the grounds that he or she acted honestly and reasonably and that, having regard to all the circumstances of the case, he or she ought fairly to be excused for the wrong concerned.

Weatherford Ireland's Articles include a provision which, subject to the provisions of the Irish Companies Act as aforesaid, entitles every present and former director and other officer of Weatherford Ireland and each other person who is or was serving at the request of Weatherford Ireland as a director, officer, employee or agent of another company, or of a partnership, joint venture, trust or other enterprise or non-profit entity, including service with respect to employee benefit plans maintained or sponsored by Weatherford Ireland (including the heirs, executors, administrators and estates of such persons) to be indemnified and held harmless by Weatherford Ireland to the fullest extent permitted by law against all costs, charges, losses, expenses and liabilities incurred by him or her in the execution and discharge of his or her duties in relation thereto.

In addition, Weatherford Ireland and Weatherford Bermuda have entered (and/or, if required, any other subsidiary of Weatherford Ireland may enter) into indemnification agreements (or deed poll indemnities) with or as to each of Weatherford Ireland's directors and certain officers as well as with individuals serving as directors, officers, employees, agents or fiduciaries of our subsidiaries or any other company, corporation, joint venture, trust, employee benefit plan or other entity or enterprise or by reason of anything done or not done by such person in any capacity providing for the indemnification of, and advancement of expenses to, these persons to the fullest extent permitted by law.

As permitted by Irish law, Weatherford Ireland has also taken out directors' and officers' liability insurance.

**Weatherford Bermuda**

Section 98 of the Companies Act 1981 of Bermuda, as amended (the "Companies Act"), provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law otherwise would be imposed on them in respect to any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to Section 281 of the Companies Act. A company may advance monies to a director, officer or auditor for the costs, charges and expenses incurred by them in defending any civil or criminal proceedings against them, on condition that the director, officer or auditor shall repay the advance if any allegation of fraud or dishonesty is proved against them.

Weatherford Bermuda has adopted provisions in its bye-laws that provide that Weatherford Bermuda shall indemnify its officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty. Weatherford Bermuda's bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of the company's directors or officers for any act or failure to act in the performance of such director's or officer's duties, except in respect of any fraud or dishonesty of such director or officer.

Furthermore, Weatherford Bermuda has entered into indemnification agreements with certain of its directors and executive officers. The indemnification agreements require Weatherford Bermuda to indemnify its officers and directors, except for liability in respect of their fraud or dishonesty, against expenses (including attorneys' fees and disbursements), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative and whether formal or informal. The indemnification agreements also provide that Weatherford Bermuda must pay all reasonable expenses incurred in advance of a final disposition.

Section 98A of the Companies Act permits Weatherford Bermuda to purchase and maintain insurance for the benefit of any of its office or directors in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty, or breach of trust, whether or not Weatherford Bermuda may otherwise indemnify such officer or director. Weatherford Ireland's directors' and officers' liability insurance covers the directors and officers of Weatherford Bermuda for such purposes.

#### **Weatherford Delaware**

Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a Delaware limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Weatherford Delaware's limited liability company agreement provides for indemnification of each member, manager (if any), officer and director (if any) of Weatherford Delaware, as well as, upon approval of the member, other employees or an affiliate of Weatherford Delaware, to the fullest extent permitted by Delaware law.

Furthermore, Weatherford Delaware has entered into indemnification agreements with certain of its officers. The indemnification agreements require Weatherford Delaware to indemnify its officers to the fullest extent permitted by applicable law against expenses (including attorneys' fees and disbursements), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative in nature if they acted in good faith or in a manner they reasonably believed to be in or not opposed to the best interests of Weatherford Delaware and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. In an action brought by or in the right of Weatherford Delaware, as opposed to an action brought by a third party, no such indemnification shall be made in respect of any claim, issue or matter as to which applicable law expressly prohibits such indemnification by reason of an adjudication of liability of indemnitee to Weatherford Delaware (unless a court of competent jurisdiction determines otherwise). The indemnification agreements also provide that Weatherford Delaware must pay all reasonable expenses incurred in advance of a final disposition.

In addition, Weatherford Ireland's directors' and officers' liability insurance, subject to the terms and conditions of the policies, covers those persons who are or were an officer of Weatherford Delaware against liability asserted against or incurred by them in their capacity as such, whether or not Weatherford Delaware would have the power to indemnify such persons against such liability under the provisions of Weatherford Delaware's limited liability company agreement.

## Item 16. Exhibits.

Exhibit Number	Description
1.1	Form of Underwriting Agreement*
4.1	<a href="#">Amended and Restated Memorandum and Articles of Association of Weatherford International plc, (incorporated by reference to Exhibit 3.1 to Weatherford International plc's Current Report on Form 8-K (File No. 1-36504) filed December 18, 2019)</a>
4.2	<a href="#">Memorandum of Association of Weatherford International Ltd., a Bermuda exempted company (incorporated by reference to Annex II to the proxy statement/prospectus included in Amendment No. 1 to the Registration Statement on Form S-4 of Weatherford International Ltd. (File No. 333-85644) filed May 22, 2002)</a>
4.3	<a href="#">Certificate of Deposit of Memorandum of Increase of Share Capital of Weatherford International Ltd., a Bermuda exempted company (incorporated by reference to Annex II to the proxy statement/prospectus included in Amendment No. 1 to the Registration Statement on Form S-4 of Weatherford International Ltd. (File No. 333-85644) filed May 22, 2002)</a>
4.4	<a href="#">Bye-Laws of Weatherford International Ltd., a Bermuda exempted company as amended on May 10, 2016 (incorporated by reference to Exhibit 3.4 to the Registration Statement on Form S-3 of Weatherford International plc (File No. 333-216034) filed February 13, 2017)</a>
4.5	<a href="#">Certificate of Assistant Secretary of Weatherford International Ltd., a Bermuda exempted company, as to the adoption of a resolution increasing authorized share capital (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Weatherford International Ltd. (File No. 1-31339) filed May 15, 2006)</a>
4.6	<a href="#">Certificate of Formation of Weatherford International, LLC, a Delaware limited liability company (incorporated by reference to Exhibit 4.7 to the Registration Statement on Form S-3 of Weatherford International Ltd. (File No. 333-194431) filed March 7, 2014)</a>
4.7	<a href="#">Limited Liability Company Agreement of Weatherford International, LLC, a Delaware limited liability company (incorporated by reference to Exhibit 4.8 to the Registration Statement on Form S-3 of Weatherford International Ltd. (File No. 333-194431) filed March 7, 2014)</a>
4.8	<a href="#">Form of Indenture among Weatherford International plc, Weatherford International Ltd., Weatherford International, LLC, and Deutsche Bank Trust Company Americas, as trustee</a>
4.9	<a href="#">Form of Debt Security (included as part of Exhibit 4.8)</a>
4.10	<a href="#">Form of Guarantee (included as part of Exhibit 4.8)</a>
4.11	Form of Purchase Contract Agreement relating to Share Purchase Contracts and Share Purchase Units*
4.12	Form of Pledge Agreement for Share Purchase Contracts and Share Purchase Units*
4.13	Form of Option Agreement*
4.14	Form of Warrant Agreement*
5.1	<a href="#">Opinion of King &amp; Spalding LLP</a>
5.2	<a href="#">Opinion of Matheson</a>
5.3	<a href="#">Opinion of Conyers Dill &amp; Pearman Limited</a>
23.1	<a href="#">Consent of King &amp; Spalding LLP (included in its opinion filed as Exhibit 5.1)</a>
23.2	<a href="#">Consent of Matheson (included in its opinion filed as exhibit 5.2 hereto)</a>
23.3	<a href="#">Consent of Conyers Dill &amp; Pearman Limited (included in its opinion filed as Exhibit 5.3)</a>
23.4	<a href="#">Consent of KPMG LLP</a>
24.1	<a href="#">Power of Attorney for officers and directors of Weatherford International plc (included as part of signature page)</a>
24.2	<a href="#">Power of Attorney for officers and directors of Weatherford International Ltd. (included as part of signature page)</a>

Exhibit Number	Description
24.3	<a href="#">Power of Attorney for officers and directors of Weatherford International, LLC (included as part of signature page)</a>
25.1	<a href="#">Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of Deutsche Bank Trust Company Americas, as Trustee under the Indenture</a>
107	<a href="#">Calculation of Filing Fee Table</a>

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\* To be filed by amendment or pursuant to a report filed pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and incorporated herein by reference.

**Item 17. Undertakings.**

The undersigned registrants hereby undertake:

- (1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
  - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
  - (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering price range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

*provided, however,* that paragraphs (1)(i), (1)(ii) and (1)(iii) do not apply if the registration statement is on Form S-3 and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrants pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

- (2) That, for the purposes of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
- (4) That, for the purpose of determining liability under the Securities Act to any purchaser:
  - (i) Each prospectus filed by the registrants pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
  - (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the Issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof; *provided, however,* that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration

statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

- (5) (a) That, for the purpose of determining liability of the registrants under the Securities Act to any purchaser in the initial distribution of the securities, the undersigned registrants undertake that in a primary offering of securities of the undersigned registrants pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, each of the undersigned registrants offering securities will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of the undersigned registrants relating to the offering required to be filed pursuant to Rule 424;
  - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by the undersigned registrants;
  - (iii) The portion of any other free writing prospectus relating to the offering containing material information about the undersigned registrants or their securities provided by or on behalf of the undersigned registrants; and
  - (iv) Any other communication that is an offer in the offering made by the undersigned registrants to the purchaser.
- (b) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act, each filing of Weatherford International plc's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) The undersigned registrants hereby undertake to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the Commission under Section 305(b)(2) of the Trust Indenture Act.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions, or otherwise, the registrants have been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the appropriate registrants will, unless in the opinion of counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question as to whether such indemnification is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.



**SIGNATURES AND POWER OF ATTORNEY****Weatherford International plc**  
**(an Irish public limited company)**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Houston, Texas on the 15<sup>th</sup> of June, 2022.

**WEATHERFORD INTERNATIONAL PLC**

By: /s/ Girishchandra K. Saligram  
Girishchandra K. Saligram  
President, Chief Executive Officer and Director

**POWER OF ATTORNEY**

Each person whose signature appears below in their capacity as director or officer hereby appoints Girishchandra K. Saligram, Scott C. Weatherholt, and Christine M. Morrison, and each of them (with full power to act alone), as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her in his or her name, place and stead, in any and all capacity, in connection with this registration statement, including to sign and file in the name and on behalf of the undersigned any and all amendments or supplements (including any and all stickers and post-effective amendments) to this registration statement, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission and any applicable securities exchange, securities self-regulatory body or other regulatory authority, granting unto said attorneys-in-fact and agents, and each of them (with full power to act alone), full power and authority to do and perform each and every act and things requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

\*\*\*\*\*

Pursuant to the requirements of the Securities Act of 1933, this registration statement and power of attorney have been signed by the following persons in the capacities listed on the 15<sup>th</sup> of June, 2022.

Signature	Title
<u>/s/ Girishchandra K. Saligram</u> Girishchandra K. Saligram	President, Chief Executive Officer and Director (Principal Executive Officer)
<u>/s/ H. Keith Jennings</u> H. Keith Jennings	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<u>/s/ Desmond J. Mills</u> Desmond J. Mills	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Charles M. Sledge</u> Charles M. Sledge	Chairman of the Board and Director

Signature	Title
<div>/s/ Benjamin C. Duster IV</div> <div>Benjamin C. Duster IV</div>	Director
<div>/s/ Neal P. Goldman</div> <div>Neal P. Goldman</div>	Director
<div>/s/ Jacqueline C. Mutschler</div> <div>Jacqueline C. Mutschler</div>	Director

**SIGNATURE OF AUTHORIZED REPRESENTATIVE OF THE REGISTRANT**

Pursuant to the requirements of Section 6(a) of the Securities Act of 1933, this registration statement has been signed by the following person solely in the capacity of the duly authorized representative of Weatherford International plc in the United States on the date indicated.

<u>/s/ Scott C. Weatherholt</u>	Authorized U.S. Representative	June 15, 2022
Scott C. Weatherholt		

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**SIGNATURES AND POWER OF ATTORNEY****Weatherford International Ltd.  
(a Bermuda exempted company)**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Houston, Texas on the 15<sup>th</sup> of June, 2022.

**WEATHERFORD INTERNATIONAL LTD.**

By: /s/ H. Keith Jennings

H. Keith Jennings  
President and Chief Financial Officer

**POWER OF ATTORNEY**

Each person whose signature appears below in their capacity as director or officer hereby appoints Scott C. Weatherholt, and Christine M. Morrison, and each of them (with full power to act alone), as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her in his or her name, place and stead, in any and all capacity, in connection with this registration statement, including to sign and file in the name and on behalf of the undersigned any and all amendments or supplements (including any and all stickers and post-effective amendments) to this registration statement, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission and any applicable securities exchange, securities self-regulatory body or other regulatory authority, granting unto said attorneys-in-fact and agents, and each of them (with full power to act alone), full power and authority to do and perform each and every act and things requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

\*\*\*\*\*

Pursuant to the requirements of the Securities Act of 1933, this registration statement and power of attorney have been signed by the following persons in the capacities indicated below on the 15<sup>th</sup> of June, 2022

<u>Signature</u>	<u>Title</u>
<u>/s/ H. Keith Jennings</u> H. Keith Jennings	President and Chief Financial Officer (Principal Executive Officer and Principal Financial Officer)
<u>/s/ Desmond J. Mills</u> Desmond J. Mills	Vice President and Chief Accounting Officer (Principal Accounting Officer)
<u>/s/ Scott C. Weatherholt</u> Scott C. Weatherholt	Vice President and Authorized U.S. Representative

Signature	Title
<div>/s/ Andrea Carreiro</div> <div>Andrea Carreiro</div>	Director
<div>/s/ Javier B. Garcia</div> <div>Javier B. Garcia</div>	Director
<div>/s/ Jonathan B. Wolens</div> <div>Jonathan B. Wolens</div>	Director

**SIGNATURES AND POWER OF ATTORNEY****Weatherford International, LLC**  
**(a Delaware limited liability company)**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Houston, Texas on the 15<sup>th</sup> of June, 2022.

**WEATHERFORD INTERNATIONAL, LLC**By: /s/ Etienne RouxEtienne Roux  
President**POWER OF ATTORNEY**

Each person whose signature appears below in their capacity as director or officer hereby appoints Scott C. Weatherholt, and Christine M. Morrison, and each of them (with full power to act alone), as his or her true and lawful attorneys-in-fact and agents, with full power of substitution and re-substitution, for him or her in his or her name, place and stead, in any and all capacity, in connection with this registration statement, including to sign and file in the name and on behalf of the undersigned any and all amendments or supplements (including any and all stickers and post-effective amendments) to this registration statement, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission and any applicable securities exchange, securities self-regulatory body or other regulatory authority, granting unto said attorneys-in-fact and agents, and each of them (with full power to act alone), full power and authority to do and perform each and every act and things requisite or necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitutes, may lawfully do or cause to be done by virtue hereof.

\*\*\*\*\*

Pursuant to the requirements of the Securities Act of 1933, this registration statement and power of attorney have been signed by the following persons in the capacities indicated below on the 15<sup>th</sup> of June, 2022

<u>Signature</u>	<u>Title</u>
<u>/s/ Etienne Roux</u> Etienne Roux	President (Principal Executive Officer)
<u>/s/ H. Keith Jennings</u> H. Keith Jennings	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)

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INDENTURE

Dated as of                   , 20

Among

WEATHERFORD INTERNATIONAL PLC,

WEATHERFORD INTERNATIONAL LTD.,

WEATHERFORD INTERNATIONAL, LLC

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Trustee

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Debt Securities

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Trust Indenture Act Section	Indenture Section
§ 310(a)(1)	609
(a)(2)	609
(a)(3)	Not
(a)(4)	Applicable
(b)	Not
	Applicable
	608, 610
§ 311(a)	613
(b)	613
(b)(2)	703(a)
§ 312(a)	701, 702(a)
(b)	702(b)
(c)	702(c)
§ 313(a)	703(a)
(b)(1)	Not
(b)(2)	Applicable
(c)	703(a)
(d)	703(a)
	703(b)
§ 314(a)	704
(b)	Not
(c)(1)	Applicable
(c)(2)	102
(c)(3)	102
(d)	Not
(e)	Applicable
	Not
	Applicable
§ 315(a)	102
(b)	601(a)
(c)	602
(d)	601(b)
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(e)	601(c)(3)
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(a)(2)	513
(b)	Not
	Applicable
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(a)(2)	503
(b)	504
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Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of this Indenture.

## PARTIES

INDENTURE, dated as of           , 20           , among WEATHERFORD INTERNATIONAL PLC, a public limited company duly organized and existing under the laws of Ireland (“Weatherford Parent”), WEATHERFORD INTERNATIONAL LTD., a Bermuda exempted company (“Weatherford Bermuda”), WEATHERFORD INTERNATIONAL, LLC, a Delaware limited liability company (“Weatherford Delaware”), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York banking corporation, as Trustee (herein called the “Trustee”).

## RECITALS

Weatherford Parent directly or indirectly beneficially owns 100% of the issued share capital of, or other ownership interests in, each of Weatherford Bermuda and Weatherford Delaware.

Each of Weatherford Parent, Weatherford Bermuda and Weatherford Delaware have duly authorized the execution and delivery of this Indenture to provide for the issuance from time to time of debt securities (herein called the “Securities”) of Weatherford Bermuda or Weatherford Delaware, as the case may be, to be issued in one or more series as in this Indenture provided.

Each series of Securities issued by Weatherford Bermuda will be guaranteed by Weatherford Parent, and may be guaranteed by certain of its Subsidiaries (as defined herein), including Weatherford Delaware, as may be specified in a supplemental indenture hereto or a Board Resolution (as defined herein) or an Officer’s Certificate (as defined herein) of the Issuer (as defined herein) in accordance with the terms hereof. Each series of Securities issued by Weatherford Delaware will be guaranteed by Weatherford Parent, and may be guaranteed by certain of its Subsidiaries, including Weatherford Bermuda, as may be specified in a supplemental indenture hereto or a Board Resolution or an Officer’s Certificate of the Issuer in accordance with the terms hereof.

All things necessary to make this Indenture a valid agreement of each of the Issuer and the Guarantors, in accordance with its terms, have been done.

## NOW, THEREFORE, THIS INDENTURE WITNESSETH:

For and in consideration of the premises and the purchase of the Securities by the Holders thereof, it is mutually agreed, for the equal and proportionate benefit of all Holders of the Securities or of any series thereof, as follows:

## ARTICLE ONE DEFINITIONS AND OTHER PROVISIONS OF GENERAL APPLICATION

### SECTION 101. Definitions.

For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

- (1) the terms defined in this Article One have the meanings assigned to them in this Article One and include the plural as well as the singular;
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- (2) all other terms used herein which are defined in the Trust Indenture Act, either directly or by reference therein, have the meanings assigned to them therein;
- (3) all accounting terms not otherwise defined herein have the meanings assigned to them in accordance with GAAP;
- (4) unless the context otherwise requires, any reference to an “Article” or a “Section” refers to an Article or a Section, as the case may be, of this Indenture;
- (5) the words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision;
- (6) “including” means including without limitation;
- (7) when used with respect to any Security, the words “convert,” “converted” and “conversion” are intended to refer to the right of the Holder or the Issuer to convert or exchange such Security into or for securities or other property in accordance with such terms, if any, as may hereafter be specified for such Security as contemplated by Section 301, and these words are not intended to refer to any right of the Holder or the Issuer to exchange such Security for other Securities of the same series and like tenor pursuant to Section 304, 305, 306, 906 or 1107 or another similar provisions of this Indenture, unless the context otherwise requires; and references herein to the terms of any Security that may be converted mean such terms as may be specified for such Security as contemplated in Section 301; and
- (8) unless otherwise provided, references to agreements and other instruments shall be deemed to include all amendments and other modifications to such agreements and instruments, but only to the extent such amendments and other modifications are not prohibited by the terms of this Indenture.

Certain terms, used principally in Article Six, are defined in that Article.

“Act” when used with respect to any Holder, has the meaning specified in Section 104.

“Affiliate” means, with respect to any specified Person, any other Person directly or indirectly controlling or controlled by or under direct or indirect common control with such specified Person. For the purposes of this definition, “control” when used with respect to any specified Person means the power to direct the management and policies of such Person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms “controlling” and “controlled” have meanings correlative to the foregoing.

“Agent” means any Authentication Agent, Calculation Agent, Paying Agent, Process Agent, Non-Domestic Process Agent or Quotation Agent.

“Applicable Banking Laws” has the meaning specified in Section 118.

“Attributable Debt” has the meaning specified in Section 1004(c)(1).

“Authenticating Agent” means any person authorized to authenticate and deliver Securities on behalf of the Trustee for the Securities of any series pursuant to Section 614.

“Board of Directors” means, as to any Person, the board of directors or managers, as applicable, of such Person (or, if such Person is a partnership, the board of directors or other governing body of the general partner of such Person), or an executive committee of such Board of Directors or any duly authorized committee of that Board of Directors or any director(s), manager(s) and/or officer(s), as the case may be, to whom that Board of Directors or committee shall have duly delegated its authority.

“Board Resolution” means a copy of one or more resolutions adopted by the Board of Directors of a Person, certified by the Secretary or an Assistant Secretary (or Persons performing similar functions) of such Person (or if such Person does not have a Secretary or Assistant Secretary, a director or manager of such Person) to have been duly adopted by such Board of Directors and to be in full force and effect on the date of such certification and delivered to the Trustee.

“Business Day” means each Monday, Tuesday, Wednesday, Thursday and Friday which is not a day on which banking institutions in the City and State of New York or in the Place of Payment are authorized or obligated by law, executive order or regulation to close.

“Calculation Agent” means any person authorized by the Issuer to determine the floating rate interest rate of any series of Securities bearing a floating rate of interest. Initially, Deutsche Bank Trust Company Americas shall act as Calculation Agent in connection with the Securities. The Calculation Agent shall serve as the calculation agent hereunder unless and until a successor calculation agent is appointed by the Issuer of such Securities.

“Commission” means the U.S. Securities and Exchange Commission, as from time to time constituted, created under the Exchange Act, or, if at any time after the execution of this Indenture such Commission is not existing and performing the duties now assigned to it under the Trust Indenture Act, then the body performing such duties at such time.

“Company Request” or “Company Order” means a written request or order signed in the name of the Issuer by an Officer of the Issuer and delivered to the Trustee for the Securities of any series.

“Corporate Trust Office” means the office of the Trustee at which at any particular time its corporate trust business with respect to this Indenture shall be administered, which office at the date hereof is located at Deutsche Bank Trust Company Americas, Trust & Agency Services, 1 Columbus Circle, 17th Floor, Mail Stop NYC01-1710, New York, NY 10019, USA, Attn: Corporate Team - Weatherford (AA1484), or such other address as the Trustee may designate from time to time by notice to the Holders and the Issuer, 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 Issuer and the Holders).

“Defaulted Interest” has the meaning specified in Section 307.

“Dollar” or “\$” means a dollar or other equivalent unit in such coin or currency of the United States of America as at the time shall be legal tender for the payment of public and private debts.

“Domestic Process Agent” has the meaning specified in Section 112.

“Event of Default” unless otherwise specified in the supplemental indenture, Board Resolution or Officer’s Certificate establishing a series of Securities, has the meaning specified in Section 501.

“Exchange Act” means the Securities Exchange Act of 1934, as amended.

“Funded Indebtedness” means indebtedness created, assumed or guaranteed by a Person for money borrowed which matures by its terms, or is renewable by the borrower to a date, more than one year after the date of its original creation, assumption or guarantee.

“GAAP” means generally accepted accounting principles in the United States (including, if applicable, International Financial Reporting Standards) as in effect from time to time.

“Global Security” means a Security evidencing all or part of a series of Securities, including, without limitation, any temporary or permanent Global Securities.

“Guarantee” means the guarantee by each Guarantor as endorsed on each Security and authenticated and delivered pursuant to this Indenture, which guarantee shall include the provisions set forth in Article Thirteen of this Indenture. “Guaranteed” shall have a meaning correlative to the foregoing.

“Guarantors” means, (i) in respect of a series of Securities issued by Weatherford Bermuda, (a) Weatherford Parent and each Person, if any, named as a “Guarantor” pursuant to a supplemental indenture hereto or a Board Resolution or an Officer’s Certificate of the Issuer in accordance with the terms of this Indenture (until such Person ceases to be a Guarantor pursuant to the terms of this Indenture) and (b) any successor company thereof that shall have become a Guarantor pursuant to the applicable provisions of this Indenture, and (ii) in respect of a series of Securities issued by Weatherford Delaware, (A) Weatherford Parent and each other Person, if any, named as a “Guarantor” pursuant to a supplemental indenture hereto or a Board Resolution or an Officer’s Certificate of the Issuer in accordance with the terms of this Indenture (until such Person ceases to be a Guarantor pursuant to the terms of this Indenture) and (B) any successor company thereof that shall have become a Guarantor pursuant to the applicable provisions of this Indenture.

“Holder” means a person in whose name a Security is registered in the Security Register.

“Indenture” means this Indenture as originally executed and as it may from time to time be supplemented or amended by one or more indentures supplemental hereto entered into pursuant to the applicable provisions hereof, including, for all purposes of this Indenture and any such supplemental indenture, the provisions of the Trust Indenture Act that are deemed to be a part of and govern this Indenture and any such supplemental indenture, respectively. The term “Indenture” shall also include the terms of particular series of Securities established as contemplated by Section 301.



“Interest”, when used with respect to an Original Issue Discount Security which by its terms bears interest only after Maturity, means interest payable after Maturity.

“Interest Payment Date”, when used with respect to any Security, means the Stated Maturity of an installment of interest on such Security.

“Issuer” means, (i) Weatherford Bermuda, in the case of Securities issued by Weatherford Bermuda, and (ii) Weatherford Delaware, in the case of Securities issued by Weatherford Delaware.

“Judgment Currency” has the meaning specified in Section 117.

“Maturity”, when used with respect to any Security, means the date on which the principal of such Security or an installment of principal becomes due and payable as therein or herein provided, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise.

“Mortgage” has the meaning specified in Section 1004(c)(3).

“Non-Domestic Process Agent” has the meaning specified in Section 112.

“Officer” means the Chairman of the Board, any Vice Chairman, any other director or manager, the Chief Executive Officer, the President, any Vice President, the Chief Operating Officer, the Principal Accounting Officer, the Treasurer, any Assistant Treasurer, the Principal Financial Officer, the Controller, the General Counsel, the Secretary or any Assistant Secretary of the Issuer or any of the Guarantors, as the case may be.

“Officer’s Certificate” means a certificate signed by an Officer of the Issuer or any of the Guarantors, as applicable, and delivered to the Trustee.

“Opinion of Counsel” means a written opinion of counsel, who may be an employee of or regular counsel for the Issuer or a Guarantor, or for both, as the case may be, or may be other counsel reasonably satisfactory to the Trustee. Each such opinion shall include the statements provided for in Section 102 if and to the extent required by this Indenture. Opinions of Counsel required to be delivered under this Indenture may have qualifications customary for opinions of the type required and counsel delivering such Opinions of Counsel may rely as to factual matters on certificates of the Issuer, the Guarantors or governmental or other officials customary for opinions of the type required.

“Original Issue Discount Security” means any Security which provides for an amount less than the principal amount thereof to be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502.

“Outstanding” when used with respect to Securities, means, as of the date of determination, all Securities theretofore authenticated and delivered under this Indenture, except:

- (i) Securities theretofore cancelled by the Trustee for such Securities or delivered to such Trustee for cancellation;

(ii) Securities or portions thereof, for whose payment or redemption money in the necessary amount has been theretofore deposited with the Trustee for such Securities or any Paying Agent (other than the Issuer) in trust or set aside and segregated in trust by the Issuer (if the Issuer shall act as its own Paying Agent) for the Holders of such Securities, provided that, if such Securities are to be redeemed, notice of such redemption has been duly given pursuant to this Indenture or provision therefor reasonably satisfactory to such Trustee has been made;

(iii) Securities as to which defeasance has been effected pursuant to Section 403;

(iv) Securities which have been paid pursuant to Section 306 or in exchange for or in lieu of which other Securities have been authenticated and delivered pursuant to this Indenture, other than any such Securities in respect of which there shall have been presented to the Trustee for such Securities proof satisfactory to it that such Securities are held by a bona fide purchaser in whose hands such Securities are valid obligations of the Issuer; and

(v) Securities as to which any property deliverable upon conversion thereof has been delivered (or such delivery has been made available), or as to which any other particular conditions have been satisfied, in each case as may be provided for such Securities as contemplated in Section 301;

provided, however, that in determining whether the Holders of the requisite principal amount of the Outstanding Securities have given, made or taken any request, demand, authorization, direction, notice, consent, waiver or other action hereunder as of any date, (a) the principal amount of an Original Issue Discount Security which shall be deemed to be Outstanding shall be the amount of the principal thereof which would be due and payable as of such date upon acceleration of the Maturity thereof to such date pursuant to Section 502, (b) if, as of such date, the principal amount payable at the Stated Maturity of a Security is not determinable, the principal amount of such Security which shall be deemed to be Outstanding shall be the amount as specified or determined as contemplated by Section 301, (c) the principal amount of a Security denominated in one or more foreign currencies, composite currencies or currency units which shall be deemed to be Outstanding shall be the U.S. dollar equivalent, determined as of such date in the manner provided as contemplated by Section 301, of the principal amount of such Security (or, in the case of a Security described in clause (a) or (b) above, of the amount determined as provided in such clause), and (d) Securities owned by the Issuer, the Guarantors or any other obligor upon the Securities or any Affiliate of the Issuer, the Guarantors or such other obligor shall be disregarded and deemed not to be Outstanding, except that, in determining whether the Trustee shall be protected in relying upon any such request, demand, authorization, direction, notice, consent, waiver or other action, only Securities which a Responsible Officer actually knows to be so owned shall be so disregarded. Securities so owned which have been pledged in good faith may be regarded as Outstanding if the pledgee establishes to the satisfaction of the Trustee the pledgee's right so to act with respect to such Securities and that the pledgee is not the Issuer, a Guarantor or any other obligor upon the Securities or any Affiliate of the Issuer, any Guarantor or such other obligor.

“Paying Agent” when used with respect to the Securities of any series means any person authorized by the Issuer to pay the principal of (and premium, if any, on) or interest, if any, on any Securities on behalf of the Issuer.

“Person” means any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof or any other entity.

“Place of Payment” when used with respect to the Securities of any series, means the place or places where the principal of (and premium, if any, on) and interest, if any, on the Securities of that series are payable as specified in or as contemplated by Section 301.

“Predecessor Security” of any particular Security means every previous Security evidencing all or a portion of the same debt as that evidenced by such particular Security; and, for the purposes of this definition, any Security authenticated and delivered under Section 306 in exchange for or in lieu of a mutilated, destroyed, lost or stolen Security shall be deemed to evidence the same debt as the mutilated, destroyed, lost or stolen Security.

“Principal Property” means any real property, manufacturing plant, warehouse, office building or other physical facility, or any item of transportation or construction equipment or other like depreciable assets of Weatherford Parent or of any Restricted Subsidiary, that in the opinion of the Board of Directors is of material importance to the total business conducted by Weatherford Parent and its Restricted Subsidiaries as a whole.

“Process Agent” has the meaning specified in Section 112.

“Redemption Date” when used with respect to any Security to be redeemed, means the date fixed for such redemption by or pursuant to this Indenture.

“Redemption Price” when used with respect to any Security to be redeemed, means the price at which it is to be redeemed pursuant to this Indenture, exclusive of accrued and unpaid interest.

“Regular Record Date” for the interest payable on any Interest Payment Date on the Securities of any series means the date specified for that purpose as contemplated by Section 301.

“Required Currency” has the meaning specified in Section 117.

“Responsible Officer” when used with respect to the Trustee for the Securities of any series, means any vice president, any assistant vice president, any trust officer, any assistant trust officer or any other officer of such Trustee who customarily performs functions similar to those performed by any of the above designated officers, and also means, with respect to a particular trust matter, any other officer of the Trustee to whom such matter is referred because of such person’s knowledge of and familiarity with the particular subject and in each case, who shall have direct responsibility for the administration of this Indenture.

“Restricted Subsidiary” means any Subsidiary which owns a Principal Property excluding however, any entity the greater part of the operating assets of which are located, or the principal business of which is carried on, outside the United States of America.

“Safe and Leaseback Transaction” has the meaning specified in Section 1005.

“Securities” has the meaning stated in the first recital of this Indenture and more particularly means any Securities authenticated and delivered under this Indenture.

“Security Register” and “Security Registrar” have the respective meanings specified in Section 305.

“Shareholders’ equity in Weatherford Parent and its consolidated Subsidiaries” has the meaning specified in Section 1004(c)(2).

“Signature Law” has the meaning specified in Section 117.

“Special Record Date” for the payment of any Defaulted Interest means a date fixed by the Trustee for such series pursuant to Section 307.

“Stated Maturity” when used with respect to any Security or any installment of principal thereof or interest thereon, means the date specified in such Security as the fixed date on which the principal of such Security or such installment of principal or interest is due and payable.

“Subsidiary” means any corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust or any other entity of which at least a majority of the outstanding stock or equity interests having voting power under ordinary circumstances to elect a majority of the Board of Directors or similar body of said entity shall at the time be owned by Weatherford Parent or by Weatherford Parent and one or more Subsidiaries or by one or more Subsidiaries of Weatherford Parent.

“Trustee” means the person named as the “Trustee” in the first paragraph of this Indenture until a successor trustee shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Trustee” shall mean or include each person who is then a Trustee hereunder, and if at any time there is more than one such person, “Trustee” as used with respect to the Securities of any series shall mean each such Trustee with respect to those series of Securities with respect to which it is serving as Trustee.

“Trust Indenture Act” means the Trust Indenture Act of 1939 as in force at the date as of which this Indenture was executed, except as provided in Section 905.

“U.S. Depositary” means a clearing agency registered under the Exchange Act, or any successor thereto, which shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “U.S. Depositary” shall mean or include each Person who is then a U.S. Depositary hereunder, and if at any time there is more than one such Person, “U.S. Depositary” as used with respect to the Securities of any series shall mean the U.S. Depositary with respect to the Securities of that series.

“U.S. Government Obligations” means direct obligations of the United States for the payment of which its full faith and credit is pledged, or obligations of a person controlled or supervised by and acting as an agency or instrumentality of the United States and the payment of which is unconditionally guaranteed by the United States.

“Vice President”, when used with respect to the Issuer or the Guarantors, means any vice president, whether or not designated by a number or a word or words added before or after the title “vice president”.

“Weatherford Bermuda” means the Person named as “Weatherford Bermuda” in the first paragraph of this Indenture until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Weatherford Bermuda” shall mean such successor Person.

“Weatherford Delaware” means the Person named as “Weatherford Delaware” in the first paragraph of this Indenture until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Weatherford Delaware” shall mean such successor Person.

“Weatherford Parent” means Weatherford International plc until a successor Person shall have become such pursuant to the applicable provisions of this Indenture, and thereafter “Weatherford Parent” shall mean such successor Person.

SECTION 102. Compliance Certificates and Opinions

Upon any application or request by the Issuer or any Guarantor to the Trustee for any series of Securities to take any action under any provision of this Indenture, the Issuer or such Guarantor, as the case may be, shall furnish to such Trustee an Officer’s Certificate stating that all conditions precedent, if any, provided for in this Indenture relating to the proposed action have been complied with and an Opinion of Counsel stating that in the opinion of such counsel all such conditions precedent, if any, have been complied with.

Every certificate or opinion with respect to compliance with a condition or covenant provided for in this Indenture shall include:

- (1) a statement that each individual signing such certificate or opinion has read such covenant or condition and the definitions herein relating thereto;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the statements or opinions contained in such certificate or opinion are based;
- (3) a statement that, in the opinion of each such individual, he or she has made such examination or investigation as is necessary to enable him or her to express an informed opinion as to whether or not such covenant or condition has been complied with; and

- (4) a statement as to whether, in the opinion of each such individual, such condition or covenant has been complied with.

SECTION 103. Form of Documents Delivered to Trustee.

In any case where several matters are required to be certified by, or covered by an opinion of, any specified person, it is not necessary that all such matters be certified by, or covered by the opinion of, only one such person, or that they may be so certified or covered by only one document, but one such person may certify or give an opinion with respect to some matters and one or more other such persons as to other matters, and any such person may certify or give an opinion as to such matters in one or several documents.

Any certificate or opinion of an officer of an Issuer or a Guarantor may be based, insofar as it relates to legal matters, upon a certificate or opinion of, or representations by, counsel, unless such officer knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to the matters upon which his or her certificate or opinion is based are erroneous. Any such certificate or Opinion of Counsel may be based, insofar as it relates to factual matters, upon a certificate or opinion of, or representations by, an officer or officers of such Issuer or such Guarantor, as the case may be, stating that the information with respect to such factual matters is in the possession of such Issuer or such Guarantor, as the case may be, unless such counsel knows, or in the exercise of reasonable care should know, that the certificate or opinion or representations with respect to such matters are erroneous.

Where any person is required to make, give or execute two or more applications, requests, consents, certificates, statements, opinions or other instructions under this Indenture, they may, but need not, be consolidated and form one instrument.

SECTION 104. Acts of Holders.

(a) Any request, demand, authorization, direction, notice, consent, waiver or other action provided by this Indenture to be given or taken by Holders may be embodied in and evidenced by one or more instruments of substantially similar tenor signed by such Holders in person or by an agent duly appointed in writing, and, except as herein otherwise expressly provided, such action shall become effective when such instrument or instruments are delivered to the Trustee for the appropriate series of Securities and, where it is hereby expressly required, to the Issuer or the Guarantors. Such instrument or instruments (and the action embodied therein and evidenced thereby) are herein sometimes referred to as the "Act" of the Holders signing such instrument or instruments. Proof of execution of any such instrument or of a writing appointing any such agent shall be sufficient for any purpose of this Indenture and (subject to Section 601) conclusive in favor of such Trustee, the Guarantors and the Issuer, if made in the manner provided in this Section.

(b) The fact and date of the execution by any person of any such instrument or writing may be proved by the affidavit of a witness of such execution or by a certificate of a notary public or other officer authorized by law to take acknowledgments of deeds, certifying that the individual signing such instrument or writing acknowledged to him or her the execution thereof. Where such execution is by a signer acting in a capacity other than his or her individual capacity, such certificate or affidavit shall also constitute sufficient proof of his or her authority. The fact and date of the execution of any such instrument or writing, or the authority of the person executing the same, may also be proved in any other manner which the Trustee for such Securities deems sufficient.

(c) The ownership of Securities shall be proved by the Security Register.

(d) Any request, demand, authorization, direction, notice, consent, waiver or other Act of the Holder of any Security shall bind every future Holder of the same Security and the Holder of every Security issued upon the registration of transfer thereof or in exchange therefor or in lieu thereof in respect of anything done, omitted or suffered to be done by the Trustee for such Securities, the Guarantors or the Issuer in reliance thereon, whether or not notation of such action is made upon such Security.

SECTION 105. Notices, Etc., to Trustee, Issuer and Guarantors.

Any request, demand, authorization, direction, notice, consent, waiver or Act of Holders or other document provided or permitted by this Indenture to be provided in English and made upon, given or furnished to, or filed with:

(1) the Trustee for a series of Securities by any Holder or by the Issuer or a Guarantor shall be sufficient for every purpose hereunder if made, given, furnished or filed in writing to or with such Trustee at its Corporate Trust Office,

(2) the Issuer by such Trustee, or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing (including telecopy) and sent by registered or certified mail or overnight courier, prepaid, to the Issuer addressed to it c/o Weatherford International plc, at 2000 St. James Place, Houston, Texas 77056, Attention: Corporate Secretary, or at any other address previously furnished in writing to such Trustee by the Issuer, or

(3) a Guarantor by such Trustee, or by any Holder shall be sufficient for every purpose hereunder (unless otherwise herein expressly provided) if in writing (including telecopy) and sent by registered or certified mail or overnight courier, prepaid, to such Guarantor addressed to it c/o Weatherford International plc, at 2000 St. James Place, Houston, Texas 77056, Attention: Corporate Secretary, or at any other address previously furnished in writing to such Trustee by the Guarantors.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail, pdf, facsimile transmission or other similar unsecured electronic methods, provided, however, that the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Issuer or Guarantors elect to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method), the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's taking or refraining from taking action in reliance upon and compliance with such instructions, notwithstanding that such instructions (i) may not be an authorized or authentic communication of the Issuer or Guarantor or in the form the Issuer or a Guarantor sent or intended to send (whether due to fraud, distortion or otherwise) or (ii) conflict or are inconsistent with a subsequent written instruction to the Trustee, it being understood that, in each case, the Trustee may conclusively presume that any such instructions that purports to have been sent by an designated person of the Issuer or any Guarantor has been sent by such designated person. The Issuer and the Guarantors agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk or interception and misuse by third parties, provided, however, that the Trustee shall not be relieved from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct.

SECTION 106. Notice to Holders; Waiver.

Where this Indenture provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and delivered electronically or mailed, first-class postage prepaid, to each Holder affected by such event, at his or her address as it appears in the Security Register or otherwise in accordance with the procedures of the U.S. Depositary, not later than the latest date, and not earlier than the earliest date, prescribed for the giving of such notice. In any case where notice to Holders is delivered or mailed, neither the failure to deliver or mail such notice, nor any defect in any notice so delivered or mailed, to any particular Holder shall affect the sufficiency of such notice with respect to other Holders. Where this Indenture provides for notice in any manner, such notice may be waived in writing by the person entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waiver of notice by Holders shall be filed with the Trustee for such Securities, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

In case by reason of the suspension of regular mail service or by reason of any other cause it shall be impracticable to give such notice by mail, then such notification shall constitute a sufficient notification for every purpose hereunder.

SECTION 107. Conflict with Trust Indenture Act

If any provision hereof limits, qualifies or conflicts with another provision hereof which is required to be included in this Indenture by any of the provisions of the Trust Indenture Act, such required provision shall control.

SECTION 108. Effect of Headings and Table of Contents

The Article and Section headings herein and the Table of Contents are for convenience only and shall not affect the construction hereof.

SECTION 109. Successors and Assigns

All covenants and agreements in this Indenture by the Issuer and the Guarantors, as the case may be, shall bind their respective successors and assigns, whether so expressed or not.



SECTION 110. Separability Clause.

In case any provision in this Indenture or in the Securities or the Guarantees shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

SECTION 111. Benefits of Indenture.

Nothing in this Indenture or in the Securities or the Guarantees, express or implied, shall give to any person, other than the parties hereto and their successors hereunder and the Holders, any benefit or any legal or equitable right, remedy or claim under this Indenture.

SECTION 112. Governing Law; Submission to Jurisdiction; Jury Trial Waiver.

**THIS INDENTURE, THE SECURITIES AND THE GUARANTEES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICT OF LAWS PROVISIONS THEREOF.**

To the fullest extent permitted by applicable law, each Issuer and Guarantor hereby irrevocably submit to the non-exclusive jurisdiction of any Federal or state court located in the Borough of Manhattan in New York, New York in any suit, action or proceeding based on or arising out of or relating to this Indenture and the Securities, and irrevocably agrees that all claims in respect of such suit or proceeding may be determined in any such court. Each Issuer and Guarantor irrevocably waive, to the fullest extent permitted by law, any objection which it may have to the laying of the venue of any such suit, action or proceeding brought in an inconvenient forum. Each Issuer and Guarantor agree that final judgment in any such suit, action or proceeding brought in such a court shall be conclusive and binding and may be enforced in the courts of Bermuda or Ireland (or any other courts of any other jurisdiction to which either of them is subject) by a suit upon such judgment, provided that service of process is effected upon the Issuer. Each Guarantor that is a domestic Guarantor hereby appoints Weatherford Delaware (the "Domestic Process Agent") as its agent for service of process for the purposes of this Section 112. The Issuer and each Guarantor that is not a domestic Guarantor has designated CT Corporation System, 28 Liberty Street, New York, New York 10005 (the "Non-Domestic Process Agent") and, together with the Domestic Process Agent, the "Process Agent"), as the designee, appointee and agent of such foreign Issuer or Guarantor to receive, for and on behalf of such Issuer or Guarantor, service of process in the State of New York, for the purposes of this Section 112. Each Issuer or Guarantor further agree that, unless otherwise required by law and to the extent permitted by applicable law, service of process upon the Process Agent and written notice of said service to the Issuer or a Guarantor, as the case may be, mailed by prepaid registered first class mail or delivered to the Process Agent at its principal office, shall be deemed in every respect effective service of process upon the Issuer or such Guarantor, as the case may be, in any such suit or proceeding. Each Guarantor that is a domestic Guarantor agrees to take any and all action, including the execution and filing of any and all such documents and instruments as may be necessary, to continue the designation and appointment of the Domestic Process Agent in full force and effect for so long as such Guarantor has any outstanding obligations under the Indenture. The Issuer and each Guarantor that is not a domestic Guarantor agrees that it will at all times continually maintain an agent to receive service of process in New York or Delaware on its behalf and on behalf of its property with respect to this Indenture and the Securities to which it is a party, and if, for any reason, the Non-Domestic Process Agent named above or its successor shall no longer serve as agent of the Issuer or such Guarantor (as the case may be) to receive service of process in New York or Delaware, the Issuer or such Guarantor (as the case may be) shall promptly (but in any event within five Business Days) appoint a successor deemed reputable by the Issuer or such Guarantor with an office in New York or Delaware and concurrently notify the Trustee in writing of such appointment (which successor shall thereupon be the Non-Domestic Process Agent hereunder). To the extent the Issuer or a Guarantor, as the case may be, has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service of notice, attachment prior to judgment, attachment in aid of execution, executor or otherwise) with respect to itself or its property, each of the Issuer and such Guarantor hereby irrevocably waives such immunity in respect of its obligations under the Indenture to the extent permitted by law.

If a Guarantor incorporated under the laws of the Netherlands is represented by an attorney-in-fact in connection with the signing and/or execution of this Indenture or any other agreement, deed or document referred to in or made pursuant to this Indenture, it is hereby expressly acknowledged and accepted by the other parties to this Indenture that the existence and extent of the attorney-in-fact's authority and the effects of the attorney-in-fact's exercise or purported exercise of his or her authority shall be governed by the laws of the Netherlands.

**EACH OF THE ISSUER, GUARANTORS AND THE TRUSTEE HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING SOLELY AMONG SUCH PARTIES ARISING OUT OF OR RELATING TO THIS INDENTURE OR THE SECURITIES.**

SECTION 113. Legal Holidays.

In any case where any Interest Payment Date, Redemption Date or Stated Maturity of any Security shall not be a Business Day at any Place of Payment, then (notwithstanding any other provision of this Indenture or of the Securities or the Guarantees) payment of principal (and premium, if any) or interest, if any, need not be made at such Place of Payment on such date, but may be made on the next succeeding Business Day at such Place of Payment with the same force and effect as if made on the Interest Payment Date or Redemption Date, or at the Stated Maturity, provided that no interest shall accrue for the period from and after such Interest Payment Date, Redemption Date or Stated Maturity, as the case may be.

SECTION 114. No Personal Liability of Directors, Officers, Employees and Shareholders.

No recourse for the payment of the principal of (and premium, if any, on) or interest, if any, on any Security or any Guarantee, or for any claim based thereon or otherwise in respect thereof, and no recourse under or upon any obligation, covenant or agreement of any Issuer, any Guarantor or any Trustee in this Indenture or in any supplemental indenture, or in any Security or in any Guarantee, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, shareholder, officer or director, as such, past, present or future, of any Issuer, any Guarantor or any Trustee or of any successor corporation, either directly or through any Issuer, any Guarantor or any Trustee or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly understood that all such liability is hereby waived and released as a condition of and as a consideration for, the execution of this Indenture and the issue of the Securities and any Guarantee.

SECTION 115. Counterparts.

This Indenture, each Global Security, and any other instrument or agreement delivered to the Trustee in connection herewith and therewith, shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, and/or any other relevant electronic signatures law, including relevant provisions of the Uniform Commercial Code/UCC (collectively, "Signature Law"), (ii) an original manual signature or (iii) a faxed, scanned or photocopied manual signature. Each electronic signature or faxed, scanned or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

SECTION 116. Currency Exchange.

If, in determining whether the Holders of the requisite principal amount of Securities have given any request, demand, authorization, direction, notice, consent or waiver hereunder, it becomes necessary to determine the principal amount of Securities of any series denominated in any coin or currency other than that of the United States of America, such principal amount shall be computed by converting such coin or currency into coin or currency of the United States of America based upon the rate of exchange in effect for such Securities in New York, New York at 10:00 A.M., New York City time, or as close to such time as is reasonably practicable, on the date of initial issuance of such series of Securities.

SECTION 117. Payment in Required Currency: Judgment Currency.

Each Issuer and Guarantors agree, to the fullest extent that it may effectively do so under applicable law, that (a) if for the purpose of obtaining judgment in any court it is necessary to convert the sum due in Dollars in respect of the principal of, or premium, if any, or interest on, the Notes (the "Required Currency") into another currency in which a judgment will be rendered (the "Judgment Currency"), the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Issuer could purchase in New York, New York the Required Currency with the Judgment Currency on the day on which final non-appealable judgment is entered, unless such day is not a Business Day, then, to the extent permitted by applicable law, the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Issuer could purchase in New York, New York the Required Currency with the Judgment Currency on the Business Day next preceding the day on which final non-appealable judgment is entered and (b) its obligations under the Indenture to make payments in the Required Currency (i) shall not be discharged or satisfied by any tender, or any recovery pursuant to any judgment (whether or not entered in accordance with subclause (a)), in any currency other than the Required Currency, except to the extent that such tender or recovery shall result in the actual receipt, by the payee, of the full amount of the Required Currency expressed to be payable in respect of such payments, (ii) shall be enforceable as an alternative or additional cause of action for the purpose of recovering in the Required Currency the amount, if any, by which such actual receipt shall fall short of the full amount of the Required Currency so expressed to be payable and (iii) shall not be affected by judgment being obtained for any other sum due under the Indenture.

SECTION 118. U.S.A. 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 U.S.A. PATRIOT Act ("Applicable Banking Laws"), the Trustee is required to obtain, verify, record and update certain information relating to individuals and entities which maintain a business relationship or opens an account 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 parties in order to enable the Trustee to comply with Applicable Banking Laws.

SECTION 119. Reduction in Capital.

Each Holder hereby consents to the Issuer or any Guarantor applying to a court of competent jurisdiction for an order sanctioning, approving, consenting to or confirming a reduction in any of its share capital accounts including, without limitation, by re-characterizing any sum standing to the credit of an undenominated capital account as a distributable reserve.

ARTICLE TWO  
SECURITY FORMS

SECTION 201. Forms Generally.

The Securities of each series shall be in substantially the form set forth in this Article Two, or in such other form as shall be established by or pursuant to a Board Resolution of the Issuer, including an Officer's Certificate of the Issuer delivered pursuant to authority granted by a Board Resolution, or in one or more indentures supplemental hereto, in each case with such appropriate insertions, omissions, substitutions and other variations as are required or permitted by this Indenture, and may have such letters, numbers or other marks of identification and such legends or endorsements placed thereon as may be required to comply with the rules of any securities exchange or as may, consistently herewith, be determined by the officer executing such Securities, as evidenced by his or her execution of such Securities.

The certificate of authentication of the Trustee for any series of Securities shall be in substantially the form set forth in this Article Two.

The definitive Securities shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officer executing such Securities, as evidenced by their execution of such Securities.

Each definitive Guarantee shall be printed, lithographed or engraved on steel engraved borders or may be produced in any other manner, all as determined by the officers executing such Guarantee, as evidenced by their execution of such Guarantee.

SECTION 202. Form of Face of Security.

[ISSUER]

[Title of the Security]

No.

CUSIP No. \_\_\_\_\_  
\$ \_\_\_\_\_

[ISSUER], a company duly organized and existing under the laws of [COUNTRY] (herein called the "Issuer", which term includes any successor company under the Indenture hereinafter referred to), for value received, hereby promises to pay to \_\_\_\_\_, or registered assigns, the principal sum of \_\_\_\_\_ Dollars on \_\_\_\_\_ [If the Security is to bear interest prior to Maturity, insert —, and to pay interest thereon from \_\_\_\_\_, \_\_\_\_\_ (the "Original Issue Date"),] or from the most recent Interest Payment Date to which interest has been paid or duly provided for, [semiannually on \_\_\_\_\_ and \_\_\_\_\_] [quarterly on \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_] in each year, commencing \_\_\_\_\_, \_\_\_\_\_, at [If the Security is to bear interest at a fixed rate insert the rate per annum provided in the title hereof] [If the Security is to bear interest at a floating rate, insert— [a rate of [insert Floating Rate] per annum], until the principal hereof is paid or made available for payment. [If applicable insert —, and, subject to the terms of the Indenture, at [the rate per annum provided in the title hereof] [such rate] on any overdue principal and premium and (to the extent that the payment of such interest shall be legally enforceable) on any overdue installment of interest].

The interest so payable, and punctually paid or duly provided for, on any Interest Payment Date will, as provided in such Indenture, be paid to the person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest, which shall be the [\_\_\_\_\_] or [\_\_\_\_\_] [\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ or \_\_\_\_\_] (whether or not a Business Day), as the case may be, next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for will forthwith cease to be payable to the Holder on such Regular Record Date and may either be paid to the person in whose name this Security (or one or more Predecessor Securities) is registered at the close of business on a Special Record Date for the payment of such Defaulted Interest to be fixed by the Trustee, notice whereof shall be given to Holders of Securities of this series not less than 10 days prior to such Special Record Date, or be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Securities of this series may be listed, and upon such notice as may be required by such exchange, all as more fully provided in said Indenture].

[If the Security is to bear interest at a fixed rate prior to Maturity, insert — Interest shall be computed on the basis of a year of twelve 30-day months.] [If the Security is to bear interest at a floating rate prior to Maturity, insert — Interest shall be computed on the basis of the actual number of days in the relevant interest period and a 360-day year.]

[If the Security is to bear interest at a floating rate prior to Maturity, insert — The [insert Floating Rate] will be reset [insert period time as set forth in a Board Resolution of the Issuer] on each Interest Payment Date (each an “Interest Reset Date”), beginning on \_\_\_\_\_, \_\_, \_\_\_\_\_. The interest rate for the period from and including the Original Issue Date to and excluding the first Interest Payment Date shall be \_\_\_\_\_ per annum (the “Initial Interest Rate”). The \_\_\_\_\_ Business Day preceding an Interest Reset Date will be the “Interest Determination Date” for that Interest Reset Date. The interest rate in effect on each day that is not an Interest Reset Date will be the interest rate determined as of the Interest Determination Date pertaining to the immediately preceding Interest Reset Date or the Initial Interest Rate, as the case may be. The interest rate in effect on any day that is an Interest Reset Date will be the interest rate determined as of the Interest Determination Date pertaining to that Interest Reset Date.

The Trustee shall act as calculation agent (together with its successors in that capacity, the “Calculation Agent”) in connection with the Securities. The Calculation Agent shall serve as the calculation agent hereunder unless and until a successor calculation agent is appointed by the Issuer. The following definitions shall be used by the Calculation Agent in its determination of the interest rate: [insert definitions for floating rate determination].]

[If the Security is not to bear interest prior to Maturity, insert — The principal of this Security shall not bear interest except in the case of a default in payment of principal upon acceleration, upon redemption or at Stated Maturity and in such case the overdue principal of this Security shall bear interest at the rate of [yield to maturity]% per annum (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the date of such default in payment to the date payment of such principal has been made or duly provided for. Interest on any overdue principal shall be payable on demand. Any such interest on any overdue principal that is not so paid on demand shall bear interest at the rate of [yield to maturity]% per annum (to the extent that the payment of such interest shall be legally enforceable), which shall accrue from the date of such demand for payment to the date payment of such interest has been made or duly provided for, and such interest shall also be payable on demand.]

Payment of the principal of (and premium, if any, on) and interest, if any, on this Security will be made at the office or agency of the Issuer maintained for that purpose in [the Borough of Manhattan, The City of New York], in [coin or currency], provided, however, that at the option of the Issuer payment of interest may be made by check mailed to the address of or funds transferred to the person entitled thereto as such address shall appear in the Security Register.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS SECURITY SET FORTH ON THE REVERSE HEREOF, WHICH FURTHER PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH AT THIS PLACE.

Unless the certificate of authentication hereon has been executed by the Trustee referred to on the reverse hereof by manual or electronic signature, this Security shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, the Issuer has caused this instrument to be duly executed and delivered on the date first written above.

[ISSUER]

By

Name:  
Title:

[By

Name:  
Title:]

SECTION 203. Form of Reverse of Security.

[ISSUER]

[Title of the Security]

This Security is one of a duly authorized issue of securities of the Issuer (herein called the “Securities”), issued and to be issued in one or more series under an Indenture, dated as of \_\_\_\_\_ (herein called the “Indenture”), among the Issuer, [GUARANTORS] (herein called the “Guarantors”, which term includes any successor guarantor under the Indenture) and Deutsche Bank Trust Company Americas, as Trustee (herein called the “Trustee”, which term includes any successor trustee under the Indenture), to which Indenture and all indentures supplemental thereto reference is hereby made for a statement of the respective rights, limitations of rights, duties and immunities thereunder of the Issuer, the Guarantors, the Trustee and the Holders of the Securities and of the terms upon which the Securities are, and are to be, authenticated and delivered. This Security is one of the series designated on the face hereof, limited in aggregate principal amount to \_\_\_\_\_.

[If applicable, insert – The Securities of this series are subject to redemption upon not less than 15 or more than 60 days’ notice by mail to the Holders of such Securities at their addresses in the Security Register for such series, [if applicable, insert – (1) on \_\_\_\_\_ in any year commencing with the year \_\_\_\_ and ending with the year \_\_\_\_ through operation of the sinking fund for this series at a Redemption Price equal to 100% of the principal amount, and (2)] at any time [on or after \_\_\_\_\_, 20\_\_], as a whole or in part, at the election of the Issuer, at the following Redemption Prices (expressed as percentages of the principal amount):

If redeemed [on or before \_\_\_\_\_, \_\_\_\_% and if redeemed] during the 12-month period beginning \_\_\_\_\_:

Year	Redemption Price	Year	Redemption Price
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and thereafter at a Redemption Price equal to \_\_\_\_% of the principal amount, together in the case of any such redemption [if applicable, insert – (whether through operation of the sinking fund or otherwise)] with accrued and unpaid interest to, but excluding, the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities, or one or more Predecessor Securities, of record at the close of business on the relevant Record Dates referred to on the face hereof, all as provided in the Indenture.]

[If applicable, insert – The Securities of this series are subject to redemption upon not less than 15 or more than 60 days’ notice by mail to the Holders of such Securities at their addresses in the Security Register for such series, (1) on \_\_\_\_\_ in any year commencing with the year \_\_\_\_ and ending with the year through operation of the sinking fund for this series at the Redemption Prices for redemption through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below, and (2) at any time [on or after \_\_\_\_\_], as a whole or in part, at the election of the Issuer, at the Redemption Prices for redemption otherwise than through operation of the sinking fund (expressed as percentages of the principal amount) set forth in the table below:

If redeemed during the 12-month period beginning \_\_\_\_\_:

Year	Redemption Price For Redemption Through Operation of the Sinking Fund	Redemption Price For Redemption Otherwise Than Through Operation of the Sinking Fund
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and thereafter at a Redemption Price equal to \_\_\_\_% of the principal amount, together in the case of any such redemption (whether through operation of the sinking fund or otherwise) with accrued and unpaid interest to, but excluding, the Redemption Date, but interest installments whose Stated Maturity is on or prior to such Redemption Date will be payable to the Holders of such Securities or one or more Predecessor Securities of record at the close of business on the relevant Record Dates referred to on the face hereof all as provided in the Indenture.]

[If applicable, insert – The Securities of this series are subject to redemption upon not less than 15 or more than 60 days’ notice by mail to the Holders of such Securities at their addresses in the Security Register for such series, at any time, as a whole or in part, at the election of the Issuer, at a Redemption Price equal to the greater of:

- (a) 100% of the principal amount of the Securities to be redeemed, or



(b) as determined by the Quotation Agent (as defined below), the sum of the present values of the remaining scheduled payments of principal and interest on the notes to be redeemed that would be due if such series of notes matured on the Par Call Date (except that, if the redemption date is not an interest payment date, the amount of the next succeeding scheduled interest payment will be reduced (solely for the purpose of this calculation) by the amount of interest accrued thereon to the redemption date), discounted to the redemption date on a semi-annual basis at a discount rate equal to the Adjusted Treasury Rate plus basis points in the case of the notes and basis points in the case of the notes.

Interest will cease to accrue on the Securities or portions of the Securities called for redemption on and after the Redemption Date.

“Adjusted Treasury Rate” means, with respect to any Redemption Date, the rate per year equal to the semi-annual equivalent yield to maturity or interpolated (on a day count basis) of the Comparable Treasury Issue, assuming a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for that Redemption Date.

“Comparable Treasury Issue” means the United States Treasury security selected by the Quotation Agent as having an actual or interpolated maturity comparable to the remaining term of the Securities to be redeemed that would be used, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the remaining term of such Securities (assuming, for purposes of this definition, in the case of the notes, that such Securities matured on the maturity date and, in the case of the and notes, that such Securities matured on the Par Call Date of such Securities).

“Comparable Treasury Price” means, with respect to any Redemption Date, (i) the average of the Reference Treasury Dealer Quotations for that Redemption Date, after excluding the highest and lowest of the Reference Treasury Dealer Quotations, or (ii) if the Quotation Agent obtains fewer than four Reference Treasury Dealer Quotations, the average of the Reference Treasury Dealer Quotations so received.

“Par Call Date” means, with respect to the notes, the date that is months prior to the maturity date of the notes and, with respect to the notes, the date that is months prior to the maturity date of the notes.

“Quotation Agent” means \_\_\_\_\_.

“Reference Treasury Dealer” means (i) each of \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, and their respective successors, unless any of them ceases to be a primary U.S. Government securities dealer in New York City (a “Primary Treasury Dealer”), in which case the Issuer shall substitute another Primary Treasury Dealer, and (ii) any other Primary Treasury Dealers selected by the Quotation Agent.

“Reference Treasury Dealer Quotations” means, with respect to each Reference Treasury Dealer and any Redemption Date, the average, as determined by the Quotation Agent, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Issuer by that Reference Treasury Dealer at 5:00 p.m., New York City time, on the third Business Day preceding that Redemption Date.]

[Notwithstanding the foregoing, the Issuer may not prior to \_\_\_\_\_ redeem any Securities of this series as contemplated by [clause (2) of] the preceding paragraph as a part of, or in anticipation of, any refunding operation by the application, directly or indirectly, of moneys borrowed having an interest cost to the Issuer (calculated in accordance with generally accepted financial practice) of less than \_\_\_\_% per annum.]

[The sinking fund for this series provides for the redemption on \_\_\_\_\_ in each year beginning with the year \_\_\_\_ and ending with the year \_\_\_\_ of [not less than] \_\_\_\_\_ (“mandatory sinking fund”) and, at the option of the Issuer, not more than \_\_\_\_\_ aggregate principal amount of Securities of this series. [Securities of this series acquired or redeemed by the Issuer otherwise than through [mandatory] sinking fund payments may be credited against subsequent [mandatory] sinking fund payments otherwise required to be made in the order in which they become due.]

[In the event of redemption of this Security in part only, a new Security or Securities of this series for the unredeemed portion hereof will be issued in the name of the Holder hereof upon the cancellation hereof.]

The Indenture contains provisions for defeasance of (a) the entire indebtedness of this Security and (b) certain restrictive covenants upon compliance by the Issuer with certain conditions set forth therein.

[If the Security is not an Original Issue Discount Security, insert – If an Event of Default with respect to Securities of this series shall occur and be continuing, the principal of the Securities of this series may be declared due and payable in the manner and with the effect provided in the Indenture.]

[If the Security is an Original Issue Discount Security, insert – If an Event of Default with respect to Securities of this series shall occur and be continuing, an amount of principal of the Securities of this series (the “Acceleration Amount”) may be declared due and payable in the manner and with the effect provided in the Indenture. In case of a declaration of acceleration on or before \_\_\_\_\_, \_\_\_\_\_ or on \_\_\_\_\_ in any year, the Acceleration Amount per principal amount at Stated Maturity of the Securities shall be equal to the amount set forth in respect of such date below:

<u>Date of declaration</u>	<u>Acceleration Amount per principal amount at Stated Maturity</u>
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and in case of a declaration of acceleration on any other date, the Acceleration Amount shall be equal to the Acceleration Amount as of the next preceding date set forth in the table above, plus accrued original issue discount (computed in accordance with generally accepted accounting principles in effect on \_\_\_\_\_) from such next preceding date to the date of declaration at the yield to maturity. For the purpose of this computation the yield to maturity is \_\_\_\_%. Upon payment (i) of the Acceleration Amount so declared due and payable and (ii) of interest on any overdue principal and overdue interest (in each case to the extent that the payment of such interest shall be legally enforceable), all of the Issuer’s obligations in respect of the payment of the principal of and interest, if any, on the Securities of this series shall terminate.]

[If applicable, insert— Each Holder hereby consents to the Issuer or any Guarantor (or any additional or successor Guarantor) applying to a court of competent jurisdiction for an order sanctioning, approving, consenting to or confirming a reduction in any of its share capital accounts including, without limitation, by re-characterizing any sum standing to the credit of an undenominated capital account as a distributable reserve.]

The Indenture permits, with certain exceptions as therein provided, the amendment thereof and the modification of the rights and obligations of the Issuer and the Guarantors and the rights of the Holders of the Securities of each series to be affected under the Indenture at any time by the Issuer, the Guarantors and the Trustee with the consent of the Holders of a majority in principal amount of the Securities at the time Outstanding of all series to be affected. The Indenture also contains provisions permitting the Holders of specified percentages in principal amount of the Securities at the time Outstanding of all series to be affected, on behalf of the Holders of all Securities of such series, to waive compliance by the Issuer and/or the Guarantors with certain provisions of the Indenture and certain past defaults under the Indenture and their consequences. Any such consent or waiver by the Holder of this Security shall be conclusive and binding upon such Holder and upon all future Holders of this Security and of any Security issued upon the registration of transfer hereof or in exchange herefor or in lieu hereof, whether or not notation of such consent or waiver is made upon this Security. The Holders shall provide the Trustee with written notice of any waiver pursuant to the Indenture.

No reference herein to the Indenture and no provision of this Security or of the Indenture shall alter or impair the obligation of the Issuer, which is absolute and unconditional, to pay the principal of (and premium, if any, on) and interest, if any, on this Security at the times, place and rate, and in the coin or currency, herein prescribed.

As provided in the Indenture and subject to certain limitations therein set forth, the transfer of this Security is registrable in the Security Register, upon surrender of this Security for registration of transfer at the office or agency of the Issuer in any place where the principal of (and premium, if any, on) and interest, if any, on this Security are payable, duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed by, the Holder hereof or his or her attorney duly authorized in writing, and thereupon one or more new Securities of this series, of authorized denominations and for the same aggregate principal amount, will be issued to the designated transferee or transferees.

The Securities of this series are issuable only in registered form without coupons in denominations of \_\_\_\_\_ and any integral multiple thereof. As provided in the Indenture and subject to certain limitations therein set forth, Securities of this series are exchangeable for a like aggregate principal amount of Securities of this series of a different authorized denomination, as requested by the Holder surrendering the same.

No service charge shall be made for any such registration of transfer or exchange, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

Prior to due presentment of this Security for registration of transfer, the Issuer, the Guarantors, the Trustee and any agent of the Issuer, the Guarantors or the Trustee may treat the person in whose name this Security is registered as the owner hereof for all purposes, whether or not this Security be overdue, and none of the Issuer, the Guarantors, the Trustee or any such agent shall be affected by notice to the contrary.

No recourse for the payment of the principal of (and premium, if any, on) or interest, if any, on this Security or any Guarantee endorsed hereon, or for any claim based hereon or thereon or otherwise in respect hereof or thereof, and no recourse under or upon any obligation, covenant or agreement of the Issuer or any Guarantor in the Indenture or in any indenture supplemental thereto, or in any Security or in any Guarantee, or because of the creation of any indebtedness represented thereby, shall be had against any incorporator, shareholder, officer or director, as such, past, present or future, of the Issuer or any Guarantor or of any successor corporation, either directly or through the Issuer or any Guarantor or any successor corporation, whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability being, by the acceptance hereof and as part of the consideration for the issue hereof, expressly waived and released.

**THIS SECURITY SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICT OF LAWS PROVISIONS THEREOF.**

All terms used in this Security which are defined in the Indenture shall have the meanings assigned to them in the Indenture. In the event that a provision of this Security conflicts with the Indenture, the terms of the Indenture will govern.

SECTION 204. Form of Trustee's Certificate of Authentication.

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

Dated:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

By

\_\_\_\_\_  
Authorized Signatory

SECTION 205. Securities in Global Form

If any Security of a series is issuable in global form, such Global Security may provide that it shall represent the aggregate amount of Outstanding Securities from time to time endorsed thereon and may also provide that the aggregate amount of Outstanding Securities represented thereby may from time to time be reduced to reflect exchanges. Any endorsement of a Global Security to reflect the amount, or any increase or decrease in the amount, of Outstanding Securities represented thereby shall be made by the Trustee of such series of Securities and in such manner as shall be specified in such Global Security. Any instructions by the Issuer with respect to a Global Security, after its initial issuance, shall be in writing but need not comply with Section 102.

None of the Issuer, the Guarantors, the Trustee of such series of Securities, any Paying Agent or the Security Registrar will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests of a Global Security or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests.

SECTION 206. Guarantee: Form of Guarantee

Each Guarantor by its execution of this Indenture hereby agrees with each Holder of a Security of each series authenticated and delivered by the Trustee of such series of Securities and with such Trustee on behalf of each such Holder, to be unconditionally bound by the terms and provisions of the Guarantee set forth below and authorizes such Trustee to confirm such Guarantee to the Holder of each such Security by its execution and delivery of each such Security, with such Guarantee endorsed thereon, authenticated and delivered by such Trustee.

The Guarantee of each Guarantor to be endorsed on the Security shall, subject to Section 201, be in substantially the form set forth below:

GUARANTEE  
OF  
[GUARANTOR]

For value received, [GUARANTOR], a company duly organized and existing under the laws of [COUNTRY] (herein called the “Guarantor”, which term includes any successor Person under the Indenture referred to in the Security upon which this Guarantee is endorsed), hereby irrevocably and unconditionally guarantees to the Holder of the Security upon which this Guarantee is endorsed and to the Trustee for itself and on behalf of each such Holder the due and punctual payment of the principal of (and premium, if any, on) and interest on such Security and the due and punctual payment of the sinking fund or analogous payments referred to therein, if any, when and as the same shall become due and payable, whether at the Stated Maturity, by declaration of acceleration, call for redemption or otherwise, according to the terms thereof and of the Indenture referred to therein, and all other amounts owed under the Indenture, all in accordance with and subject to the terms and limitations of the Security on which this Guarantee is endorsed and Article Thirteen of the Indenture. In case of the failure of [ISSUER], a company duly organized under the laws of [COUNTRY] (herein called the “Issuer”, which term includes any successor Person under such Indenture), promptly to make any such payment of principal (and premium, if any) or interest or any such sinking fund or analogous payment, the Guarantor hereby agrees to cause any such payment to be made promptly when and as the same shall become due and payable, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise, and as if such payment were made by the Issuer, subject to the terms and limitations of Article Thirteen of the Indenture.

This Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication of such Security shall have been manually or electronically executed by or on behalf of the Trustee under such Indenture.

All terms used in this Guarantee which are defined in such Indenture shall have the meanings assigned to them in such Indenture.

THIS GUARANTEE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

Executed and delivered on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

[GUARANTOR]

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

[By \_\_\_\_\_  
Name:  
Title:]

Reference is made to Article Thirteen for further provisions with respect to the Guarantees.

ARTICLE THREE  
THE SECURITIES

SECTION 301. Amount Unlimited; Issuable in Series.

The aggregate principal amount of Securities which may be authenticated and delivered under this Indenture is unlimited.

The Securities may be issued in one or more series. The terms of each series of Securities shall be established either by a Board Resolution of the Issuer or by an Officer's Certificate of the Issuer delivered pursuant to authority granted by a Board Resolution or by a supplemental indenture. If any of the terms of the series, including the form of Security of such series, are established by action taken pursuant to a Board Resolution of the Issuer, a copy of an appropriate record of such action shall be certified by the Secretary or an Assistant Secretary (or Persons performing similar functions) of the Issuer (or if the Issuer does not have a Secretary or Assistant Secretary, a director or manager of the Issuer) and delivered to the Trustee for the Securities of such series at or prior to the delivery of the Company Order contemplated by Section 303 for the authentication and delivery of such series of Securities. If the terms of a series of Securities are to be established pursuant to an Officer's Certificate, one or more duly appointed officers of the Issuer shall execute and deliver to the Trustee such Officer's Certificate, acting pursuant to authority granted to such officers by the Board of Directors of the Issuer. If the terms of a series of Securities are to be established pursuant to a supplemental indenture, such supplemental indenture shall be entered into in accordance with the provisions of Section 901 hereof.

Such Board Resolution or Officer's Certificate or supplemental indenture (including any exhibits thereto) shall establish:

- (1) the title of the Securities of that series (which shall distinguish the Securities of that series from all other series of Securities);
- (2) any limit upon the aggregate principal amount of the Securities of that series which may be authenticated and delivered under this Indenture (except for Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Securities of that series pursuant to Sections 304, 305, 306, 906, or 1107);
- (3) whether the Securities of that series rank as senior Securities or subordinated Securities and the terms of any such subordination;
- (4) the date or dates on which the principal of the Securities of that series is payable;
- (5) the rate or rates (or the manner of calculation thereof) at which the Securities of that series shall bear interest, if any, the date or dates from which such interest shall accrue, the Interest Payment Dates on which such interest shall be payable and the Regular Record Date for the interest payable on any Interest Payment Date;
- (6) the place or places where the principal of (and premium, if any, on) and interest, if any, on Securities of that series shall be payable and where such Securities may be registered or transferred;
- (7) the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of that series may be redeemed, in whole or in part, at the option of the Issuer;
- (8) the obligation, if any, of the Issuer to redeem or purchase Securities of that series pursuant to any sinking fund or analogous provisions or at the option of a Holder thereof, and the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of that series shall be redeemed or purchased, in whole or in part, pursuant to such obligation;
- (9) the right, if any, of the Issuer to redeem or purchase Securities of that series and the period or periods within which, the price or prices at which and the terms and conditions upon which Securities of that series shall be redeemed or purchased, in whole or in part, pursuant to such right;

- (10) if other than denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, the denominations in which Securities of that series shall be issuable;
- (11) if other than the principal amount thereof, the portion of the principal amount of Securities of that series which shall be payable upon declaration of acceleration of the Maturity thereof pursuant to Section 502;
- (12) if other than such coin or currency of the United States of America, the currency or currency unit in which payment of the principal of (or premium, if any, on) or interest, if any, on the Securities of that series shall be payable or in which the Securities of that series shall be denominated and the particular provisions applicable thereto;
- (13) if the principal of (and premium, if any, on) or interest, if any, on the Securities of that series are to be payable, at the election of the Issuer, the Guarantors or a Holder thereof, in a coin or currency other than that in which the Securities are stated to be payable, the period or periods within which, and the terms and conditions upon which, such election may be made;
- (14) if the amount of payments of principal of (and premium, if any, on) or interest, if any, on the Securities of that series may be determined with reference to an index based on a coin or currency other than that in which the Securities are stated to be payable, the manner in which such amounts shall be determined;
- (15) any provisions permitted by this Indenture relating to Events of Default or covenants of the Issuer or any Guarantor with respect to such series of Securities (including deletions therefrom, modifications thereof or additions thereto, whether or not consistent with the Events of Default or covenants set forth herein);
- (16) if the Securities of that series shall be issued in whole or in part in the form of one or more Global Securities and, in such case, the U.S. Depositary for such Global Security or Securities; the manner in which and the circumstances under which Global Securities representing Securities of that series may be exchanged for Securities in definitive form, if other than, or in addition to, the manner and circumstances specified in Section 305;
- (17) whether the Securities of that series will be convertible into common shares of the Issuer and/or exchangeable for other Securities, including ordinary shares of Weatherford Parent, and if so, the terms and conditions upon which such Securities will be so convertible or exchangeable, and any deletions from or modifications or additions to this Indenture to permit or to facilitate the issuance of such convertible or exchangeable Securities or the administration thereof;
- (18) the applicability of any guarantees other than the Guarantee of Weatherford Parent in the case of Securities issued by Weatherford Bermuda and Weatherford Delaware as set forth herein;
- (19) whether the Securities of that series will be secured by any collateral and, if so, the terms and conditions upon which such Securities shall be secured and, if applicable, upon which such liens may be subordinated to other liens securing other indebtedness of the Issuer or any Guarantor of such Securities;



- (20) if a Person other than Deutsche Bank Trust Company Americas is to act as Trustee for the Securities of that series, the name and location of the Corporate Trust Office of such Trustee;
- (21) the Issuer of such series of Securities;
- (22) any provisions for the transfer and legending of the Securities of that series; and
- (23) any other terms of that series (which terms shall not be inconsistent with the provisions of this Indenture).

All Securities of any particular series shall be substantially identical except as to denomination and except as may otherwise be provided in or pursuant to such Board Resolution of the Issuer or set forth in such Officer's Certificate or in any such indenture supplemental hereto.

SECTION 302. Denominations.

The Securities of each series shall be issuable in registered form without coupons in such denominations as shall be specified as contemplated by Section 301. In the absence of any such provisions with respect to the Securities of any series, the Securities of such series shall be issuable in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

SECTION 303. Execution, Authentication, Delivery and Dating.

The Securities shall be executed, manually, electronically or by facsimile, on behalf of the Issuer by an Officer of the Issuer, and need not be attested.

Each Guarantee endorsed on any of the Securities shall be executed, manually, electronically or by facsimile, on behalf of the applicable Guarantor by an Officer of such Guarantor, and need not be attested.

Any Security or Guarantee bearing the manual, electronic or facsimile signatures of individuals who were at any time the proper Officers of the Issuer or the applicable Guarantor, as the case may be, shall bind the Issuer or such Guarantor, as the case may be, notwithstanding that such individuals or any of them have ceased to hold such offices prior to the authentication and delivery of such Security or Guarantee or did not hold such offices at the date of such Security or Guarantee.

At any time and from time to time after the execution and delivery of this Indenture, the Issuer may deliver Securities of any series, together with the Guarantees of the Guarantors endorsed thereon, executed by the Issuer and such Guarantors to the Trustee for the Securities of such series for authentication, together with a Company Order for the authentication and delivery of such Securities, and such Trustee in accordance with the Company Order shall authenticate and deliver such Securities. If the form or terms of the Securities of the series have been established in or pursuant to one or more Board Resolutions of the Issuer, as permitted by Sections 201 and 301, in authenticating such Securities and accepting the additional responsibilities under this Indenture in relation to such Securities, such Trustee shall be entitled to receive, and (subject to Section 601) shall be fully protected in relying upon, an Opinion of Counsel of the Issuer, as the case may be, stating:

- (a) if the form of such Securities has been established by or pursuant to Board Resolution of the Issuer as permitted by Section 201, that such form has been established in conformity with the provisions of this Indenture;
- (b) if the terms of such Securities have been established by or pursuant to Board Resolution of the Issuer, as permitted by Section 301, that such terms have been established in conformity with the provisions of this Indenture;
- (c) that such Securities and the Guarantees endorsed thereon, when authenticated and delivered by such Trustee and issued by the Issuer and such Guarantors, as the case may be, in the manner and subject to any conditions specified in such Opinion of Counsel, will constitute valid and legally binding obligations of the Issuer and such Guarantors, as the case may be, respectively, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the enforcement of creditors' rights and to general equity principles; and
- (d) that all laws and requirements in respect of the execution and delivery by the Issuer of such Securities and by such Guarantors of their respective Guarantees have been complied with.

If such form or terms have been so established, the Trustee for the Securities of such series shall not be required to authenticate such Securities if such Trustee, being advised by counsel, determines that the issue of such Securities pursuant to this Indenture will affect such Trustee's own rights, duties or immunities under the Securities and this Indenture or otherwise in a manner which is not reasonably acceptable to such Trustee.

Notwithstanding the foregoing, if not all the Securities of any series are to be issued at one time, it shall not be necessary to deliver the Officer's Certificate otherwise required pursuant to the foregoing or the Company Order and Opinion of Counsel otherwise required pursuant to the foregoing prior to or at the time of issuance of each Security, but such documents shall be delivered prior to or at the time of issuance of the first Security of such series; provided, however, that the Trustee shall receive an Officer's Certificate and an Opinion of Counsel covering the provisions set forth in Section 102 of the Indenture.

Each Security shall be dated the date of its authentication.

No Security or Guarantee endorsed thereon shall be entitled to any benefit under this Indenture or be valid or obligatory for any purpose unless there appears on such Security a certificate of authentication substantially in the form provided for herein executed by the Trustee for the Securities of such series by manual or electronic signature, and such certificate upon any Security shall be conclusive evidence, and the only evidence, that such Security has been duly authenticated and delivered hereunder and, together with Guarantees, if any, endorsed thereon, is entitled to the benefits of this Indenture.

SECTION 304. Temporary Securities.

Pending the preparation of definitive Securities of any particular series, the Issuer may execute, and upon delivery of the Company Order the Trustee for the Securities of such series shall authenticate and deliver temporary Securities which are printed, lithographed, typewritten, mimeographed or otherwise produced, in any authorized denomination, substantially of the tenor of the definitive Securities in lieu of which they are issued and having endorsed thereon Guarantees executed by the Guarantors of the tenor of the definitive Guarantees, and with such appropriate insertions, omissions, substitutions and other variations as the officer executing such Securities may determine, as evidenced by his or her execution of such Securities.

If temporary Securities of any series are issued, the Issuer will cause definitive Securities of that series to be prepared without unreasonable delay. After the preparation of definitive Securities of such series, the temporary Securities of such series shall be exchangeable for definitive Securities of such series upon surrender of the temporary Securities of such series at the office or agency of the Issuer in a Place of Payment for that series, without charge to the Holder. Upon surrender for cancellation of any one or more temporary Securities of any series the Issuer shall execute and the Trustee for the Securities of such series shall authenticate and deliver in exchange therefor a like principal amount of definitive Securities of the same series of authorized denominations and having endorsed thereon the Guarantees by the Guarantors. Until so exchanged the temporary Securities of any series shall in all respects be entitled to the same benefits under this Indenture as definitive Securities of such series.

SECTION 305. Registration, Registration of Transfer and Exchange.

The Issuer shall cause to be kept at the Corporate Trust Office of the Trustee for the Securities of each series a register (the register maintained at such office and in any other office or agency of the Issuer in a Place of Payment being herein sometimes collectively referred to as the "Security Register") in which, subject to such reasonable regulations as it may prescribe, the Issuer shall provide for the registration of Securities and of transfers of Securities. The Trustee for the Securities of each series is hereby appointed "Security Registrar" for the purpose of registering Securities and transfers of Securities as herein provided.

Upon surrender for registration of transfer of any Security of any series at the office or agency in a Place of Payment for that series, the Issuer shall execute, and the Trustee for the Securities of each series shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Securities of the same series, of any authorized denominations and of a like aggregate principal amount, and having endorsed thereon the Guarantees executed by the Guarantors.

At the option of the Holder, Securities of any series may be exchanged for other Securities of the same series, of any authorized denominations and of a like aggregate principal amount, upon surrender of the Securities to be exchanged at such office or agency. Whenever any Securities are so surrendered for exchange, the Issuer shall execute, and the Trustee for the Securities of such series shall authenticate and deliver, the Securities which the Holder making the exchange is entitled to receive, and having endorsed thereon the Guarantees executed by the Guarantors.

All Securities and the Guarantees endorsed thereon issued upon any registration of transfer or exchange of Securities and such Guarantees endorsed thereon, shall be the valid obligations of the Issuer and the Guarantors, respectively evidencing the same debt, and entitled to the same benefits under this Indenture, as the Securities and such Guarantees endorsed thereon surrendered upon such registration of transfer or exchange.

Every Security presented or surrendered for registration of transfer or for exchange shall (if so required by the Issuer or the Trustee for the Securities of such series) be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Issuer and the Security Registrar duly executed, by the Holder thereof or his or her attorney duly authorized in writing.

No service charge shall be made for any registration of transfer or exchange of Securities, but the Issuer may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Securities, other than exchanges pursuant to Sections 304, 906 or 1107 not involving any transfer.

The Issuer shall not be required (i) to issue, register the transfer of or exchange Securities of any series during a period beginning at the opening of business 15 days before the day of the mailing of a notice of redemption of Securities of that series selected for redemption under Section 1103 and ending at the close of business on the day of such mailing, or (ii) to register the transfer of or exchange any Security so selected for redemption in whole or in part, except the unredeemed portion of any Security being redeemed in part.

If the Issuer shall establish pursuant to Section 301 that the Securities of a series are to be issued in whole or in part in the form of one or more Global Securities, then the Issuer shall execute (along with the Guarantees executed by the Guarantors endorsed thereon) and the Trustee for the Securities of such series shall, in accordance with Section 303 and the Company Order with respect to such series, authenticate and deliver one or more Global Securities in temporary or permanent form that (i) shall represent and shall be denominated in an amount equal to the aggregate principal amount of the Outstanding Securities of such series to be represented by one or more Global Securities, (ii) shall be registered in the name of the U.S. Depositary for such Global Security or Securities or the nominee of such depositary, and (iii) shall bear a legend substantially to the following effect: "This Security (and the related Guarantees) may not be transferred except as a whole by the Depositary to a nominee of the Depositary or by a nominee of the Depositary to the Depositary or another nominee of the Depositary or by the Depositary or any such nominee to a successor Depositary or a nominee of such successor Depositary, unless and until this Security is exchanged in whole or in part for Securities in definitive form" and such other legend as may be required by the U.S. Depositary.

Notwithstanding any other provision of this Section, unless and until it is exchanged in whole or in part for Securities in definitive form, a Global Security (and the related Guarantees) representing all or a portion of the Securities of a series may not be transferred except as a whole by the U.S. Depositary for such series to a nominee of such depositary or by a nominee of such depositary to such depositary or another nominee of such depositary or by such depositary or any such nominee to a successor U.S. Depositary for such series or a nominee of such successor depositary.

If at any time the U.S. Depositary for the Securities of a series notifies the Issuer that it is unwilling or unable to continue as U.S. Depositary for the Securities of such series or if any time the U.S. Depositary for Securities of a series shall no longer be a clearing agency registered and in good standing under the Exchange Act, or other applicable statute or regulation, the Issuer shall appoint a successor U.S. Depositary with respect to the Securities of such series. If a successor U.S. Depositary for the Securities of such series is not appointed by the Issuer within 90 days after the Issuer receives such notice or becomes aware of such condition, the Issuer will execute, and the Trustee for the Securities of such series, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such series in definitive form in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities and having endorsed thereon the Guarantees executed by the Guarantors.

The Issuer may at any time and in its sole discretion determine that the Securities of any series issued in the form of one or more Global Securities shall no longer be represented by such Global Security or Securities. In such event, the Issuer will execute, and the Trustee for the Securities of such series, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver, Securities of such Series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities and having endorsed thereon the Guarantees executed by the Guarantors.

If the Securities of any series shall have been issued in the form of one or more Global Securities and if an Event of Default with respect to the Securities of such series shall have occurred and be continuing, the Issuer will promptly execute, and the Trustee for the Securities of such series, upon receipt of a Company Order for the authentication and delivery of definitive Securities of such series, will authenticate and deliver Securities of such series in definitive form and in an aggregate principal amount equal to the principal amount of the Global Security or Securities representing such series in exchange for such Global Security or Securities and having endorsed thereon the Guarantees executed by the Guarantors.

If specified by the Issuer pursuant to Section 301 with respect to Securities of a series, the U.S. Depositary for such series of Securities may surrender a Global Security for such series of Securities in exchange in whole or in part for Securities of such series in definitive form on such terms as are acceptable to the Issuer and such depositary. Thereupon, the Issuer shall execute and the Trustee for the Securities of such series shall authenticate and deliver, without charge:

- (i) to each Person specified by the U.S. Depositary a new registered Security or Securities of the same series, of an authorized denomination as requested by such Person in an aggregate principal amount equal to and in exchange for such Person's beneficial interest in the Global Security and having endorsed thereon the Guarantees executed by the Guarantors; and

(ii) to the U.S. Depositary a new Global Security in a denomination equal to the difference, if any, between the principal amount of the surrendered Global Security and the aggregate principal amount of Securities delivered to Holders thereof and having endorsed thereon the Guarantees executed by the Guarantors.

Upon the exchange of a Global Security in whole for Securities in definitive form, such Global Security shall be canceled by the Trustee for the Securities of such series. Securities issued in exchange for a Global Security shall be registered in such names and in such authorized denominations as the U.S. Depositary for such Global Security, pursuant to instructions from its direct or indirect participants or otherwise, shall instruct the Trustee for the Securities of such series. Such Trustee shall deliver such Securities to the Persons in whose names such Securities are so registered.

The transferor of any Security shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Neither the Trustee nor any Agent shall have any responsibility or liability for any actions taken or not taken by the Depositary.

The Trustee shall have no obligation or duty to monitor, determine or inquire as to compliance with any restrictions on transfer imposed under this Indenture or under applicable law with respect to any transfer of any interest in any Security (including any transfers between or among Depositary Participants or beneficial owners of interests in any Global Security) other than to require delivery of such certificates and other documentation or evidence as are expressly required by, and to do so if and when expressly required by the terms of, this Indenture, and to examine the same to determine substantial compliance as to form with the express requirements hereof.

SECTION 306. Mutilated, Destroyed, Lost and Stolen Securities.

If any mutilated Security is surrendered to the Trustee for the series of such Securities, the Issuer shall execute and such Trustee shall authenticate and deliver in exchange therefor a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding, and having endorsed thereon the Guarantees executed by the Guarantors.

If there shall be delivered to the Issuer and the Trustee for the series of such Securities (i) evidence to their satisfaction of the destruction, loss or theft of any Security and (ii) such security or indemnity as may be required by them to save each of them and any agent of either of them harmless, then, in the absence of notice to the Issuer or such Trustee that such Security has been acquired by a bona fide purchaser, the Issuer shall execute and upon its request such Trustee shall authenticate and deliver, in lieu of any such destroyed, lost or stolen Security, a new Security of the same series and of like tenor and principal amount and bearing a number not contemporaneously outstanding, and having endorsed thereon the Guarantees executed by the Guarantors.

In case any such mutilated, destroyed, lost or stolen Security has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Security, pay such Security.

Upon the issuance of any new Security under this Section, the Issuer may require the payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Trustee for the series of such Securities) connected therewith.

Every new Security of any series and the Guarantees endorsed thereon, issued pursuant to this Section in lieu of any destroyed, lost or stolen Security shall constitute an original additional contractual obligation of the Issuer and the Guarantors, respectively, whether or not the destroyed, lost or stolen Security shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Indenture equally and proportionately with any and all other Securities of that series duly issued hereunder.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities.

SECTION 307. Payment of Interest; Interest Rights Preserved.

Interest on any Security which is payable, and is punctually paid or duly provided for, on any Interest Payment Date shall be paid to the person in whose name that Security (or one or more Predecessor Securities) is registered at the close of business on the Regular Record Date for such interest.

Any interest on any Security of any series which is payable, but is not punctually paid or duly provided for, on any Interest Payment Date (herein called "Defaulted Interest") shall forthwith cease to be payable to the Holder on the relevant Regular Record Date by virtue of having been such Holder, and such Defaulted Interest may be paid by the Issuer, at its election in each case, as provided in clause (1) or (2) below:

(1) The Issuer may elect to make payment of any Defaulted Interest to the persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on a Special Record Date for the payment of such Defaulted Interest, which shall be fixed in the following manner. The Issuer shall notify the Trustee for the Securities of such series in writing of the amount of Defaulted Interest proposed to be paid on each Security of such series and the date of the proposed payment, and at the same time the Issuer shall deposit with such Trustee an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements reasonably satisfactory to such Trustee for such deposit prior to the date of the proposed payment, such money when deposited to be held in trust for the benefit of the persons entitled to such Defaulted Interest as in this clause provided. Thereupon such Trustee shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 days and not less than 10 days prior to the date of the proposed payment and not less than 10 days after the receipt by such Trustee of the notice of the proposed payment. Such Trustee shall promptly notify the Issuer of such Special Record Date and, in the name and at the expense of the Issuer, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, first-class postage prepaid, to each Holder of Securities of such series at his or her address as it appears in the Security Register, not less than 10 days prior to such Special Record Date. Notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor having been so mailed, such Defaulted Interest shall be paid to the persons in whose names the Securities of such series (or their respective Predecessor Securities) are registered at the close of business on such Special Record Date and shall no longer be payable pursuant to the following clause (2).

(2) The Issuer may make payment of any Defaulted Interest on the Securities of any series in any other lawful manner not inconsistent with the requirements of any securities exchange on which such Securities may be listed, and upon such notice as may be required by such exchange, if, after notice given by the Issuer to the Trustee for the Securities of such series of the proposed payment pursuant to this clause, such manner of payment shall be deemed practicable by such Trustee.

Subject to the foregoing provisions of this Section, each Security delivered under this Indenture upon registration of transfer of or in exchange for or in lieu of any other Security shall carry the rights to interest accrued and unpaid, and to accrue, which were carried by such other Security.

SECTION 308. Persons Deemed Owners.

Prior to due presentment of a Security for registration of transfer, the Issuer, the Guarantors, the Trustee for such Security and any agent of the Issuer, such Guarantors or such Trustee may treat the person in whose name such Security is registered as the owner of such Security for the purpose of receiving payment of principal of (and premium, if any, on) and (subject to Section 307) interest, if any, on such Security and for all other purposes whatsoever, whether or not such Security be overdue, and none of the Issuer, such Guarantors, such Trustee or any agent of the Issuer, such Guarantors or such Trustee shall be affected by notice to the contrary.

Notwithstanding the foregoing, with respect to any Global Security, nothing herein shall prevent the Issuer, the Guarantors, the Trustee for such Security, or any agent of any of the foregoing, from giving effect to any written certification, proxy or other authorization furnished by any depository, as a Holder, with respect to such Global Security or impair, as between such depository and owners of beneficial interests in such Global Security, the operation of customary practices governing the exercise of the rights of such depository (or its nominee) as Holder of such Global Security.

SECTION 309. Cancellation.

All Securities surrendered for payment, redemption, registration of transfer or exchange or for credit against any sinking fund payment shall, if surrendered to any person other than the Trustee for such Securities, be delivered to such Trustee and shall be promptly cancelled by it. The Issuer or the Guarantors may at any time deliver to such Trustee for cancellation any Securities previously authenticated and delivered hereunder which the Issuer or such Guarantors may have acquired in any manner whatsoever, and all Securities so delivered shall be promptly cancelled by such Trustee. No Securities shall be authenticated in lieu of or in exchange for any Securities cancelled as provided in this Section, except as expressly permitted by this Indenture. All cancelled Securities held by such Trustee shall be disposed of in accordance with such Trustee's customary practices.



SECTION 310. Computation of Interest.

Except as otherwise specified as contemplated by Section 301 for Securities of any particular series, interest, if any, on the Securities of each series shall be computed on the basis of a year of twelve 30-day months.

SECTION 311. CUSIP Numbers.

The Issuer in issuing the Securities may use "CUSIP" numbers (if then generally in use), and, if so, the Trustee for such Securities shall use "CUSIP" numbers in notices of redemption as a convenience to Holders of such Securities; provided, that any such notice may state that no representation is made as to the correctness of such numbers either as printed on the Securities or as contained in any notice of a redemption and that reliance may be placed only on the other identification numbers printed on the Securities, and any such redemption shall not be affected by any defect in or omission of such numbers. The Issuer will promptly notify the Trustee in writing of any change in the "CUSIP" numbers.

ARTICLE FOUR  
SATISFACTION AND DISCHARGE

SECTION 401. Satisfaction and Discharge of Indenture.

This Indenture shall upon Company Request cease to be of further effect with respect to any series of Securities specified therein (except as to any surviving rights of registration of transfer or exchange of Securities herein expressly provided for), and the Trustee for the Securities of such series, at the expense of the Issuer, shall execute proper instruments acknowledging satisfaction and discharge of this Indenture, when:

(1) either:

(A) all Securities of such series theretofore authenticated and delivered (other than (i) Securities which have been destroyed, lost or stolen and which have been replaced or paid as provided in Section 306 and (ii) Securities for whose payment money has theretofore been deposited in trust or segregated and held in trust by the Issuer and thereafter repaid to the Issuer, or discharged from such trust, as provided in Section 1003) have been delivered to the Trustee for the Securities of such series for cancellation; or

(B) all such Securities not theretofore delivered to the Trustee for the Securities of such series for cancellation:

(i) have become due and payable; or

(ii) will become due and payable at their Stated Maturity within one year; or

(iii) are to be called for redemption within one year under arrangements reasonably satisfactory to such Trustee for the giving of notice of redemption by such Trustee in the name, and at the expense, of the Issuer; or

(iv) are deemed paid and discharged pursuant to Section 403, as applicable,

and the Issuer, in the case of (i), (ii) or (iii) above, has deposited or caused to be deposited with the Trustee for the Securities of such series as trust funds in trust for the purpose an amount of (a) money, or (b) in the case of (ii) or (iii) above and (except as provided in an indenture supplemental hereto) if no Securities of any series Outstanding are subject to repurchase at the option of Holders, (I) U.S. Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide not later than one day before the Stated Maturity or Redemption Date, as the case may be, money in an amount, or (II) a combination of money or U.S. Government Obligations as provided in (I) above, in each case sufficient (if U.S. Government Obligations, as certified in the opinion of a nationally recognized firm of independent certified public accountants) to pay and discharge the entire indebtedness on such Securities not theretofore delivered to such Trustee for cancellation, for principal (and premium, if any) and interest, if any, to the date of such deposit (in the case of Securities which have become due and payable) or to the Stated Maturity or Redemption Date, as the case may be;

(2) the Issuer has paid or caused to be paid all other sums payable hereunder by the Issuer; and

(3) the Issuer has delivered to the Trustee for the Securities of such series 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 this Indenture have been complied with.

Notwithstanding the satisfaction and discharge of this Indenture, the obligations of the Issuer to the Trustee of the Securities of each series under Section 607, the obligations of the Issuer to any Authenticating Agent under Section 614 and, if money or U.S. Government Obligations shall have been deposited with the Trustee of the Securities of any series pursuant to subclause (B) of clause (1) of this Section or if money or U.S. Government Obligations shall have been deposited with or received by the Trustee of the Securities of any series pursuant to Section 403, the rights and obligations of such Trustee under Section 402 and the last paragraph of Section 1003 shall survive.

SECTION 402. Application of Trust Money.

(a) Subject to the provisions of the last paragraph of Section 1003, all money or U.S. Government Obligations deposited with the Trustee of a particular series of Securities pursuant to Section 401, 403 or 1006 and all money received by the Trustee of a particular series of Securities in respect of U.S. Government Obligations deposited with the Trustee of that series of Securities pursuant to Section 401, 403 or 1006, shall be held in trust and applied by it, in accordance with the provisions of the Securities and this Indenture, to the payment, either directly or through any Paying Agent (including the Issuer acting as its own Paying Agent) as such Trustee may determine, to the persons entitled thereto, of the principal (and premium, if any) and interest, if any, for whose payment such money has been deposited with or received by such Trustee or to make mandatory sinking fund payments or analogous payments as contemplated by Section 401, 403 or 1006.

(b) The Issuer shall pay and shall indemnify the Trustee of each series of Securities against any tax, fee, or other charge imposed on or assessed against U.S. Government Obligations deposited pursuant to Section 401, 403 or 1006 or the interest and principal received in respect of such obligations other than any payable by or on behalf of Holders.

(c) The Trustee of each series of Securities shall deliver or pay to the Issuer from time to time upon Company Request any U.S. Government Obligations or money held by it as provided in Section 401, 403 or 1006 which, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to such Trustee, are then in excess of the amount thereof which then would have been required to be deposited for the purpose for which such U.S. Government Obligations or money was deposited or received. This provision shall not authorize the sale by such Trustee of any U.S. Government Obligations held under this Indenture.

SECTION 403. Satisfaction, Discharge and Defeasance of Securities of any Series.

The Issuer and the Guarantors shall be deemed to have paid and discharged the entire indebtedness on all the Outstanding Securities of any series and the Guarantees, respectively, on the 91st day after the date of the deposit referred to in subparagraph (a) to the proviso hereof, and the provisions of this Indenture, as it relates to such Outstanding Securities of such series and the Guarantees, respectively, shall no longer be in effect (and the Trustee for the Securities of such series, at the expense of the Issuer or the Guarantors, shall at Company Request execute proper instruments acknowledging the same), except as to:

(1) the rights of Holders of Securities of such series to receive, from the trust funds described in subparagraph (a) to the proviso hereof, (i) payment of the principal of (and premium, if any, on) and each installment of principal of (and premium, if any, on) or interest, if any, on the Outstanding Securities of such series on the Stated Maturity of such principal or installment of principal or interest or to, but excluding, the Redemption Date irrevocably designated by the Issuer pursuant to subparagraph (e) to the proviso hereof and (ii) the benefit of any mandatory sinking fund payments applicable to the Securities of such series on the day on which such payments are due and payable in accordance with the terms of this Indenture and the Securities of such series;

- (2) the Issuer's obligations with respect to such Securities of such series under Sections 305, 306, and 1002 and, if the Issuer shall have irrevocably designated a Redemption Date pursuant to subparagraph (e) to the proviso hereof, Sections 1101, 1104 and 1106 as they apply to such Redemption Date;
- (3) the Issuer's obligations with respect to the Trustee for Securities of such series under Section 607; and
- (4) the rights, powers, trust and immunities of such Trustee hereunder and the duties of such Trustee under Section 402 and, if the Issuer shall have irrevocably designated a Redemption Date pursuant to subparagraph (e) to the proviso hereof, Article Eleven and the duty of such Trustee to authenticate Securities of such series on registration of transfer or exchange;

provided, that the following conditions shall have been satisfied:

- (a) the Issuer has deposited or caused to be irrevocably deposited (except as provided in Section 402(c) and the last paragraph of Section 1003) with such Trustee as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Trustee and the Holders of the Securities of such series, (i) money in an amount, or (ii) (except as provided in a supplemental indenture with respect to such series) if Securities of such series are not subject to repurchase at the option of Holders, (A) U.S. Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide not later than one day before the due date of any payment referred to in clause (x) or (y) of this subparagraph (a) money in an amount or (B) a combination thereof, sufficient, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to such Trustee, to pay and discharge (x) the principal of (and premium, if any, on) and each installment of principal of (and premium, if any, on) and interest, if any, on the Outstanding Securities of such series on the Stated Maturity of such principal or installment of principal or interest or to, but excluding, the Redemption Date irrevocably designated by the Issuer pursuant to subparagraph (e) hereof, (y) any mandatory sinking fund payments applicable to the Securities of such series on the day on which such payments are due and payable in accordance with the terms of the Indenture and of the Securities of such series and (z) the obligations owing to such Trustee;
- (b) the Issuer has delivered to such Trustee an Opinion of Counsel to the effect that such provision would not cause any Outstanding Securities of such series then listed on any national securities exchange to be delisted as a result thereof;
- (c) no Event of Default or event which with notice or lapse of time would become an Event of Default (including by reason of such deposit) with respect to the Securities of such series shall have occurred and be continuing on the date of such deposit or during the period ending on the 91st day after such date;

(d) the Issuer has delivered to such Trustee an Opinion of Counsel in the U.S. to the effect that (i) the Issuer has received from, or there has been published by the Internal Revenue Service a ruling, or (ii) since the date of this Indenture, there has been a change in the applicable U.S. federal income tax law, in either case, to the effect that, and based thereon such Opinion of Counsel shall confirm that, Holders of the Securities of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit, defeasance and discharge and will be subject to U.S. federal income tax law on the same amounts, in the same manner and at the same time as would have been the case if such deposit, defeasance and discharge had not occurred and that no event of default or default shall have occurred and be continuing; and

(e) if the Issuer has deposited or caused to be deposited money or U.S. Government Obligations to pay or discharge the principal of (and premium, if any, on) and interest, if any, on the Outstanding Securities of a series to, but excluding, a Redemption Date on which all of the Outstanding Securities of such series are to be redeemed, such Redemption Date shall be irrevocably designated by a Board Resolution of the Issuer delivered to such Trustee on or prior to the date of deposit of such money or U.S. Government Obligations, and such Board Resolution shall be accompanied by an irrevocable Company Request that such Trustee give notice of such redemption in the name and at the expense of the Issuer and not less than 15 nor more than 60 days prior to such Redemption Date in accordance with Section 1104.

#### SECTION 404. Reinstatement.

If the Trustee of the Securities of any series or any Paying Agent is unable to apply any money in accordance with Section 402 by reason of any order or judgment of any court or governmental authority enjoining, restraining or otherwise prohibiting such application, then the obligations of the Issuer and the Guarantors under this Indenture and such Securities and any related coupons and the Guarantees shall be revived and reinstated as though no deposit had occurred pursuant to Section 403 or Section 1006, as the case may be, until such time as such Trustee or Paying Agent is permitted to apply all such money in accordance with Section 402; provided, however, that if the Issuer makes any payment of principal of (or premium, if any, on) or interest, if any, on any such Security or any related coupon following the reinstatement of its obligations, the Issuer shall be subrogated to the rights of the Holders of such Securities and any related coupons to receive such payment from the money held by such Trustee or Paying Agent.

### ARTICLE FIVE REMEDIES

#### SECTION 501. Events of Default.

Unless otherwise indicated for a particular series of Securities, supplemental indenture or provided in or pursuant to a Board Resolution or Officer's Certificate, "Event of Default", wherever used herein with respect to Securities of a series, means any one of the following events (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):

(1) default in the payment of any interest on any Security of that series when it becomes due and payable and continuance of such default for a period of 30 days (subject to the deferral of any interest payment in the case of an extension period); or

- (2) default in the payment of the principal of (or premium, if any, on) any Security of that series when due either at its Maturity, upon redemption, upon acceleration or otherwise; or
- (3) default in the payment of any sinking fund installment, when and as due by the terms of a Security of that series, and continuance of such default for a period of 30 days; or
- (4) default in the performance, or breach, of any covenant or warranty of the Issuer or any Guarantor of the Securities of such series in this Indenture (other than a covenant or warranty a default in whose performance or whose breach is elsewhere in this Section specifically dealt with or which has expressly been included in this Indenture solely for the benefit of a series of Securities other than that series), and continuance of such default or breach for a period of 90 days after there has been given, by registered or certified mail, to the Issuer or such Guarantor by the Trustee for the Securities of such series or to the Issuer or such Guarantor and the Trustee by the Holders of at least 25% in principal amount of the Outstanding Securities of that series a written notice specifying such default or breach and requiring it to be remedied and stating that such notice is a "Notice of Default" hereunder; or
- (5) the entry by a court having jurisdiction in the premises of (A) a decree or order for relief in respect of the Issuer or any Guarantor of the Securities of such series in an involuntary case or proceeding under any applicable United States federal or state, Bermuda or Irish bankruptcy, insolvency, reorganization, examinership or other similar law or (B) a decree or order adjudging the Issuer or any Guarantor of the Securities of such series as bankrupt or insolvent, or approving as properly filed a petition seeking reorganization, arrangement, adjustment, examinership or composition of or in respect of the Issuer or any such Guarantor under any applicable United States federal or state, Bermuda or Irish law, or appointing a custodian, receiver, liquidator, assignee, trustee, sequestrator or other similar official of the Issuer or any such Guarantor or of any substantial part of their respective properties, or ordering the winding up or liquidation of its affairs, and the continuance of any such decree or order for relief or any such other decree or order unstayed and in effect for a period of 90 consecutive days; or
- (6) the commencement by the Issuer or any Guarantor of the Securities of such series of a voluntary case or proceeding under any applicable United States federal or state, Bermuda or Irish bankruptcy, insolvency, reorganization, examinership or other similar law or of any other case or proceeding to be adjudicated as bankrupt or insolvent, or the consent by such Issuer or such Guarantor to the entry of a decree or order for relief in respect of such Issuer or such Guarantor, respectively, in an involuntary case or proceeding under any applicable United States federal or state, Bermuda or Irish bankruptcy, insolvency, reorganization, examinership or other similar law or to the commencement of any bankruptcy or insolvency case or proceeding against such Issuer or such Guarantor, or the filing by such Issuer or such Guarantor of a petition or answer or consent seeking reorganization or relief under any applicable United States federal or state, Bermuda or Irish law, or the consent by such Issuer or such Guarantor to the filing of such petition or to the appointment of or taking possession by a custodian, receiver, liquidator, assignee, trustee, sequestrator or similar official of such Issuer or such Guarantor or of any substantial part of their respective properties, or the making by such Issuer or such Guarantor of an assignment for the benefit of creditors, or the admission by such Issuer or such Guarantor in writing of its inability to pay its debts generally as they become due, or the taking of corporate action by such Issuer or such Guarantor in furtherance of any such action; or

(7) a guarantee of the Securities of that series shall for any reason cease to be, or shall for any reason be asserted in writing by the Issuer or any Guarantor of the Securities of such series not to be, in full force and effect and enforceable in accordance with its terms except to the extent contemplated by this Indenture and such Guarantee; or

(8) any other Event of Default provided in the supplemental indenture or provided in or pursuant to a Board Resolution or Officer's Certificate of the Issuer, under which such series of Securities is issued or in the form of Security for such series.

SECTION 502. Acceleration of Maturity; Rescission and Annulment.

If an Event of Default (other than an Event of Default specified in Section 501(5) or 501(6)) with respect to Securities of any series at the time Outstanding occurs and is continuing, then in every such case the Trustee for the Securities of such series or the Holders of not less than 25% in aggregate principal amount of the Outstanding Securities of that series may declare the principal amount (or, if the Securities of that series are Original Issue Discount Securities, such portion of the principal amount as may be specified in the terms of that series) of all of the Securities of that series to be due and payable immediately, by a notice in writing to the Issuer (and to such Trustee if given by Holders), and upon any such declaration such principal amount (or specified amount) shall become immediately due and payable. If an Event of Default specified in Section 501(5) or 501(6) with respect to Securities of any series at the time Outstanding occurs, the principal amount of all the Securities of that series (or, if any Securities of that series are Original Issue Discount Securities, such portion of the principal amount of such Securities as may be specified by the terms thereof) shall automatically, and without any declaration or other action on the part of such Trustee or any Holder, become immediately due and payable.

At any time after such a declaration of acceleration with respect to Securities of any series has been made and before a judgment or decree for payment of the money due has been obtained by the Trustee for the Securities of such series as hereinafter in this Article Five provided, the Holders of a majority in aggregate principal amount of the Outstanding Securities of that series, by written notice to the Issuer and such Trustee, may rescind and annul such declaration and its consequences if:

(1) the Issuer has paid or deposited with such Trustee a sum sufficient to pay,

(A) all overdue interest, if any, on all Securities of that series,

(B) the principal of (and premium, if any, on) any Securities, of that series which have become due otherwise than by such declaration of acceleration and interest thereon at the rate or rates prescribed therefor in such Securities,

(C) to the extent that payment of such interest is lawful, interest upon overdue interest at the rate or rates prescribed therefor in such Securities, and

(D) all sums paid or advanced by such Trustee hereunder and the compensation, expenses, disbursements and advances of such Trustee, its agents and counsel; and

(2) all Events of Default with respect to Securities of that series, other than the non-payment of the principal of and accrued interest on Securities of that series which have become due solely by such declaration of acceleration, have been cured or waived as provided in Section 513.

No such rescission shall affect any subsequent default or impair any right consequent thereon.

For all purposes under this Indenture, if a portion of the principal of any Original Issue Discount Securities shall have been accelerated and declared due and payable pursuant to the provisions hereof, then, from and after such declaration, unless such declaration has been rescinded and annulled, the principal amount of such Original Issue Discount Securities shall be deemed, for all purposes hereunder, to be such portion of the principal thereof as shall be due and payable as a result of such acceleration, and payment of such portion of the principal thereof as shall be due and payable as a result of such acceleration, together with interest, if any, thereon and all other amounts owing thereunder, shall constitute payment in full of such Original Issue Discount Securities.

SECTION 503. Collection of Indebtedness and Suits for Enforcement by Trustee. The Issuer covenants that if:

(1) default is made in the payment of any interest on any Security of a series when such interest becomes due and payable and such default continues for a period of 30 days, or

(2) default is made in the payment of the principal of (or premium, if any, on) any Security of a series at the Maturity thereof,

the Issuer will, upon demand of the Trustee for the Securities of such series, pay to it, for the benefit of the Holders of such Securities, the whole amount then due and payable on such Securities for principal (and premium, if any) and interest, if any, and, to the extent that payment of such interest shall be legally enforceable, interest on any overdue principal (and premium, if any) and on any overdue interest, at the rate or rates prescribed therefor in such Securities, and, in addition thereto, such further amount as shall be sufficient to cover the costs and expenses of collection, including the compensation, expenses, disbursements and advances of such Trustee, its agents and counsel.



If the Issuer fails to pay such amounts forthwith upon such demand, such Trustee, in its own name and as trustee of an express trust, may institute a judicial proceeding for the collection of the sums so due and unpaid, may prosecute such proceeding to judgment or final decree and may enforce the same against the Issuer, the Guarantors or any other obligor upon such Securities and collect the moneys adjudged or decreed to be payable in the manner provided by law out of the property of the Issuer, the Guarantors or any other obligor upon such Securities, wherever situated.

If an Event of Default with respect to Securities of any series occurs and is continuing, the Trustee for the Securities of such series may in its discretion proceed to protect and enforce its rights and the rights of the Holders of Securities of such series by such appropriate judicial proceedings as such Trustee shall deem most effectual to protect and enforce any such rights, whether for the specific enforcement of any covenant or agreement in this Indenture or in aid of the exercise of any power granted herein, or to enforce any other proper remedy.

SECTION 504. Trustee May File Proofs of Claim.

In any case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other judicial proceeding relative to the Issuer, any of the Guarantors or any other obligor upon the Securities a series or the property of the Issuer, such Guarantors or such other obligor or their creditors, the Trustee for the Securities of such series (irrespective of whether the principal of the Securities shall then be due and payable as therein expressed or by declaration or otherwise and irrespective of whether such Trustee shall have made any demand on the Issuer or the Guarantors for the payment of overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise:

- (i) to file and prove a claim for the whole amount of principal (and premium, if any) and interest owing and unpaid in respect of such Securities and to file such other papers or documents as may be necessary or advisable in order to have the claims of such Trustee (including any claim for the compensation, expenses, disbursements and advances of such Trustee, its agents and counsel and any indemnification claims of such Trustee) and of the Holders of such Securities allowed in such judicial proceeding; and
- (ii) to collect and receive any moneys or other property payable or deliverable on any such claims and to distribute the same;

and any custodian, receiver, assignee, trustee, liquidator, sequestrator or other similar official in any such judicial proceeding is hereby authorized by each Holder of such Securities to make such payments to such Trustee and, in the event that such Trustee shall consent to the making of such payments directly to such Holders, to pay to such Trustee any amount due it for the reasonable compensation, expenses, disbursements and advances of such Trustee, its agents and counsel, and any other amounts due such Trustee under Section 607.

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

SECTION 505. Trustee May Enforce Claims Without Possession of Securities

All rights of action and claims under this Indenture or the Securities may be prosecuted and enforced by the Trustee for any series of Securities without the possession of any of the Securities or the production thereof in any proceeding relating thereto, and any such proceeding instituted by such Trustee shall be brought in its own name for itself and as trustee of an express trust, and any recovery of judgment shall, after provision for the payment of the compensation, expenses, disbursements and advances of such Trustee, its agents and counsel, be for the ratable benefit of the Holders of the Securities in respect of which such judgment has been recovered.

SECTION 506. Application of Money Collected

Any money collected by the Trustee for any series of Securities pursuant to this Article Five shall be applied in the following order, at the date or dates fixed by such Trustee and, in case of the distribution of such money on account of principal (or premium, if any) or interest, upon presentation of the Securities and the notation thereon of the payment if only partially paid and upon surrender thereof if fully paid:

FIRST: to the payment of all amounts due such Trustee under Section 607;

SECOND: In case the principal of the Securities of such series in respect of which moneys have been collected shall not have become and be then due and payable, to the payment of interest, if any, on the Securities of such series in default in the order of the maturity of the installments of such interest, with interest (to the extent that such interest has been collected by such Trustee and to the extent permitted by law) upon the overdue installments of interest at the rate prescribed therefor in such Securities, such payments to be made ratably to the persons entitled thereto, without discrimination or preference;

THIRD: In case the principal of the Securities of such series in respect of which moneys have been collected shall have become and shall be then due and payable, to the payment of the whole amount then owing and unpaid upon all the Securities of such series for principal and interest, if any, with interest upon the overdue principal, and (to the extent that such interest has been collected by such Trustee and to the extent permitted by law) upon overdue installments of interest at the rate prescribed therefor in the Securities of such series; and in case such moneys shall be insufficient to pay in full the whole amount so due and unpaid upon the Securities of such series, then to the payment of such principal 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 Security of such series over any other Security of such series, ratably to the aggregate of such principal and accrued and unpaid interest; and

FOURTH: To the payment of the remainder, if any, to the Issuer or as a court of competent jurisdiction may direct.

SECTION 507. Limitation on Suits.

No Holder of any Security of any series shall have any right to institute any proceeding, judicial or otherwise, with respect to this Indenture, or for the appointment of a receiver or trustee, or for any other remedy hereunder, unless:

- (1) such Holder has previously given written notice to the Trustee for the Securities of such series of a continuing Event of Default with respect to the Securities of that series;
- (2) the Holders of not less than 25% in principal amount of the Outstanding Securities of that series shall have made written request to such Trustee to institute proceedings in respect of such Event of Default in its own name as Trustee hereunder;
- (3) such Holder or Holders have offered to such Trustee security and/or indemnity reasonably satisfactory to it against the costs, expenses and liabilities to be incurred in compliance with such request;
- (4) such Trustee for 60 days after its receipt of such notice, request and offer of indemnity has failed to institute any such proceeding; and
- (5) no direction inconsistent with such written request has been given to such Trustee during such 60-day period by the Holders of a majority in principal amount of the Outstanding Securities of that series,

it being understood and intended that no one or more of such Holders shall have any right in any manner whatsoever by virtue of, or by availing of, any provision of this Indenture to affect, disturb or prejudice the rights of any other of such Holders, or to obtain or to seek to obtain priority or preference over any other of such Holders or to enforce any right under this Indenture, except in the manner herein provided and for the equal and ratable benefit of all such Holders (it being understood that the Trustee does not have an affirmative duty to ascertain whether or not such actions or forbearances are unduly prejudicial to such Holders).

SECTION 508. Unconditional Right of Holders to Receive Principal, Premium and Interest.

Notwithstanding any other provision in this Indenture, the Holder of any Security shall have the right, which is absolute and unconditional, to receive payment of the principal of (and premium, if any, on) and (subject to Section 307) interest, if any, on such Security on the Stated Maturity or Maturities expressed in such Security (or, in the case of redemption, on the Redemption Date) and to institute suit for the enforcement of any such payment, and such rights shall not be impaired without the consent of such Holder.

SECTION 509. Restoration of Rights and Remedies.

If the Trustee for the Securities of any series or any Holder has instituted any proceeding to enforce any right or remedy under this Indenture and such proceeding has been discontinued or abandoned for any reason, or has been determined adversely to such Trustee or to such Holder, then and in every such case, subject to any determination in such proceeding, the Issuer, the Guarantors, such Trustee and the Holders shall be restored severally and respectively to their former positions hereunder and thereafter all rights and remedies of such Trustee and the Holders shall continue as though no such proceeding had been instituted.

SECTION 510. Rights and Remedies Cumulative.

Except as otherwise provided with respect to the replacement or payment of mutilated, destroyed, lost or stolen Securities in the last paragraph of Section 306, no right or remedy herein conferred upon or reserved to the Trustee for the Securities of any series or to any Holder is intended to be exclusive of any other right or remedy, and every right and remedy shall, to the extent permitted by law, be cumulative and in addition to every other right and remedy given hereunder or now or hereafter existing at law or in equity or otherwise. The assertion or employment of any right or remedy hereunder, or otherwise, shall not prevent the concurrent assertion or employment of any other appropriate right or remedy.

SECTION 511. Delay or Omission Not Waiver.

No delay or omission of the Trustee for the Securities of any series or of any Holder of any Securities to exercise any right or remedy accruing upon any Event of Default shall impair any such right or remedy or constitute a waiver of any such Event of Default or an acquiescence therein. Every right and remedy given by this Article Five or by law to such Trustee or to the Holders may be exercised from time to time, and as often as may be deemed expedient, by such Trustee or by the Holders, as the case may be.

SECTION 512. Control by Holders.

The Holders of a majority in aggregate principal amount of the Outstanding Securities of any series shall have the right to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee for the Securities of such series, or exercising any trust or power conferred on such Trustee, with respect to the Securities of such series; provided that:

- (1) such direction shall not be in conflict with any rule of law or with this Indenture; and
- (2) such Trustee may take any other action deemed proper by such Trustee which is not inconsistent with such direction.

SECTION 513. Waiver of Past Defaults.

The Holders of not less than a majority in aggregate principal amount of the Outstanding Securities of any series may on behalf of the Holders of all of the Securities of such series waive any past default hereunder with respect to such series and its consequences, except a default:

- (1) in the payment of the principal of (or premium, if any, on) or interest, if any, on any Security of such series; or
- (2) in respect of a covenant or provision hereof which under Article Nine cannot be modified or amended without the consent of the Holder of each Outstanding Security of such series affected.

Upon any such waiver, such default shall cease to exist, and any Event of Default arising therefrom shall be deemed to have been cured, for every purpose of this Indenture; but no such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

SECTION 514. Undertaking for Costs.

All parties to this Indenture agree, and each Holder of any Security by his or her 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 this Indenture, or in any suit against the Trustee for the Securities of any series 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; but the provisions of this Section shall not apply to any suit instituted by the Trustee for the Securities of any series, to any suit instituted by any Holder, or group of Holders, holding in the aggregate more than 10% in principal amount of the Outstanding Securities of any series, or to any suit instituted by any Holder for the enforcement against the Issuer or any Guarantors of the payment of the principal of (or premium, if any, on) or interest, if any, on any Security on or after the Stated Maturity or Maturities expressed in such Security (or, in the case of redemption, on or after the Redemption Date).

SECTION 515. Waiver of Stay or Extension Laws.

Each of the Issuer and the Guarantors of each series of Securities covenants (to the extent that it may lawfully do so) that it will not at any time insist upon, or plead, or in any manner whatsoever claim or take the benefit or advantage of, any stay or extension law wherever enacted, now or at any time hereafter in force, which may affect the covenants or the performance of this Indenture; and each of the Issuer and the Guarantors of each series of Securities (to the extent that it may lawfully do so) hereby expressly waives all benefit or advantage of any such law and covenants that it will not hinder, delay or impede the execution of any power herein granted to the Trustee for the Securities of any such series, but will suffer and permit the execution of every such power as though no such law had been enacted.

ARTICLE SIX  
THE TRUSTEE

SECTION 601. Certain Duties and Responsibilities.

(a) Except during the continuance of an Event of Default with respect to the Securities of any series for which the Trustee is serving as such:

(1) such Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations shall be read into this Indenture against such Trustee, whose duties and obligations shall be determined solely by the express provisions of this Indenture;

(2) in the absence of bad faith on its part, such Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to such Trustee and conforming to the requirements of this Indenture; but in the case of any such certificates or opinions which by any provision hereof are specifically required to be furnished to such Trustee, such Trustee shall be under a duty to examine the same to determine whether or not they conform to the requirements of this Indenture (but need not confirm or investigate the accuracy of mathematical calculations or other facts stated therein).

(b) In case an Event of Default with respect to a series of Securities has occurred and is continuing, the Trustee for the Securities of such series shall exercise such of the rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs.

(c) No provision of this Indenture shall be construed to relieve the Trustee for the Securities of any series from liability for its own negligent action, its own negligent failure to act, or its own willful misconduct, except that:

(1) this subsection shall not be construed to limit the effect of subsection (a) of this Section;

(2) such Trustee shall not be liable for any error of judgment made in good faith by a Responsible Officer, unless it shall be proved that such Trustee was negligent in ascertaining the pertinent facts;

(3) such Trustee shall not be liable with respect to any action taken, suffered or omitted to be taken by it in good faith in accordance with the direction of the Holders of a majority in principal amount of the Outstanding Securities of any particular series, determined as provided in Section 512, relating to the time, method and place of conducting any proceeding for any remedy available to such Trustee, or exercising any trust or power conferred upon such Trustee, under this Indenture with respect to the Securities of that series; and

(4) no provision of this Indenture shall require the Trustee for any series of Securities to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) Whether or not therein expressly so provided, every provision of this Indenture relating to the conduct or affecting the liability of or affording protection to the Trustee for any series of Securities shall be subject to the provisions of this Section.

SECTION 602. Notice of Defaults.

Within 90 days after the occurrence of any default hereunder of which a Responsible Officer of the Trustee has actual written knowledge with respect to the Securities of any particular series, the Trustee for the Securities of such series shall deliver electronically or transmit by mail to all Holders of Securities of that series, as their names and addresses appear in the Security Register for that series or otherwise in accordance with the procedures of the U.S. Depository, notice of such default hereunder known to such Trustee, unless such default shall have been cured or waived; provided, however, that, except in the case of a default in the payment of the principal of (or premium, if any, on) or interest, if any, on any Security of that series or in the payment of any sinking fund installment with respect to Securities of that series, such Trustee shall be protected in withholding such notice if and so long as it in good faith determines that the withholding of such notice is in the interest of the Holders of Securities of that series; and provided, further, that in the case of any default of the character specified in Section 501(4) with respect to Securities of that series, no such notice to Holders shall be given until at least 30 days after the occurrence thereof. For the purpose of this Section, the term "default" means any event which is, or after notice or lapse of time or both would become, an Event of Default with respect to Securities of that series.

Promptly (and in any event within 5 Business Days) upon the Issuer or any of the Guarantors becoming aware of any default hereunder with respect to the Securities of any particular series, such party is required to deliver to the Trustee a statement specifying such default hereunder and the actions which the Issuer or such Guarantors, as the case may be, propose to take with respect to such default hereunder.

SECTION 603. Certain Rights of Trustee. Subject to the provisions of Section 601:

- (a) the Trustee for any series of Securities may conclusively rely and shall be protected in acting or refraining from acting upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, electronic instruction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties;
- (b) any request or direction of the Issuer or any Guarantor mentioned herein shall be sufficiently evidenced by a Company Request or Company Order of the Issuer or such Guarantor and any resolution of the Board of Directors may be sufficiently evidenced by a Board Resolution of the Issuer or such Guarantor;
- (c) whenever in the administration of this Indenture such Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, such Trustee (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon an Officer's Certificate;
- (d) such Trustee may consult with counsel of its selection and the advice of such counsel or any Opinion of Counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance thereon;
- (e) such Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any of the Holders of Securities of any series pursuant to this Indenture for which it is acting as Trustee, unless such Holders shall have offered to such Trustee security and/or indemnity, satisfactory to it, against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction;
- (f) such Trustee shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or document and the delivery of such information shall not constitute actual or constructive knowledge or notice on the part of the Trustee, but such Trustee, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if such Trustee shall determine to make such further inquiry or investigation, it shall be entitled upon reasonable request to examine the books, records and premises of the Issuer, personally or by agent or attorney, at the sole cost of the Issuer and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation;

- (g) such Trustee may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and such Trustee shall not be responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder;
- (h) the Trustee shall not be liable for any action taken, suffered, or omitted to be taken by it in good faith and reasonably believed by it to be authorized or within the discretion or rights or powers conferred upon it by this Indenture;
- (i) in no event shall the Trustee be responsible or liable for special, indirect, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, loss of profit) irrespective of whether the Trustee has been advised of the likelihood of such loss or damage and regardless of the form of action;
- (j) the Trustee shall not be deemed to have notice of any default or Event of Default unless a Responsible Officer of the Trustee has actual written knowledge of any event which is in fact such a default is received by the Trustee at the Corporate Trust Office of the Trustee, and such notice references the Securities and this Indenture;
- (k) the rights, privileges, protections, immunities and benefits given to the Trustee, including, without limitation, its right to be indemnified, are extended to, and shall be enforceable by, the Trustee in each of its capacities hereunder, and each agent, custodian and other Person employed to act hereunder;
- (l) the Trustee shall not be required to give any bond or surety in respect of the performance of its powers and duties hereunder;
- (m) the Trustee may request that any of the Issuer or Guarantors deliver a certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Indenture;
- (n) the permissive rights of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and, with respect to such permissive rights, the Trustee shall not be answerable other than for its negligence or willful misconduct;
- (o) the Trustee may refrain from taking any action in any jurisdiction if the taking of such action in that jurisdiction would, in its opinion based upon legal advice in the relevant jurisdiction, be contrary to any law of that jurisdiction or, to the extent applicable, the State of New York;



(p) if the Trustee receives inconsistent or conflicting requests and security and/or indemnity from two or more groups of Holders, each representing less than the requisite majority in aggregate principal amount of the Securities of any series then outstanding, pursuant to the provisions of this Indenture, the Trustee for any series of Securities, in its sole discretion, may determine what action, if any, shall be taken and shall be held harmless and shall not incur any liability for its failure to act until such inconsistency or conflict is, in its opinion, resolved;

(q) the Trustee shall not have any obligation or duty to monitor, determine or inquire as to compliance, and shall not be responsible or liable for compliance with restrictions on transfer, exchange, redemption, sinking fund payments, purchase or repurchase, as applicable, of minimum denominations imposed under this Indenture or under applicable law or regulation with respect to any transfer, exchange, redemption, sinking fund payments, purchase or repurchase, as applicable, of any interest in any Securities;

(r) the Trustee may assume without inquiry in the absence of actual knowledge that the Issuer and any Guarantors are each duly complying with their respective obligations contained in this Indenture required to be performed and observed by them, and that no Default or Event of Default or other event which would require repayment of any series of Securities has occurred; and

(s) the Trustee shall not incur any liability for not performing any act or fulfilling any duty, obligation or responsibility hereunder by reason of any occurrence beyond the control of the Trustee (including but not limited to any act or provision of any present or future law or regulation or governmental authority, any act of God or war, civil unrest, local or national disturbance or disaster, pandemic, epidemic, any act of terrorism, or the unavailability of the Federal Reserve Bank wire or facsimile or other wire or communication facility).

SECTION 604. Not Responsible for Recitals or Issuance of Securities.

The recitals contained herein and in the Securities, except the Trustee's certificates of authentication, shall be taken as the statements of the Issuer and the Guarantors, and neither the Trustee for any series of Securities nor any Authenticating Agent assumes any responsibility for their correctness. The Trustee for any series of Securities makes no representations as to the validity or sufficiency of this Indenture or of the Securities or the Guarantees. Neither the Trustee for any series of Securities nor any Authenticating Agent shall be accountable for the use or application by the Issuer of Securities or the proceeds thereof.

SECTION 605. May Hold Securities.

The Trustee for any series of Securities, any Authenticating Agent, any Paying Agent, any Calculation Agent, any Security Registrar or any other agent of the Issuer, the Guarantors or such Trustee, in its individual or any other capacity, may become the owner or pledgee of Securities and, subject to Sections 608 and 613, may otherwise deal with the Issuer or the Guarantors with the same rights it would have if it were not such Trustee, Authenticating Agent, Paying Agent, Calculation Agent, Security Registrar or such other agent.

SECTION 606. Money Held in Trust.

Money held by the Trustee for any series of Securities in trust hereunder need not be segregated from other funds except to the extent required by law. The Trustee for any series of Securities shall be under no liability for interest on any money received by it hereunder except as otherwise agreed in writing with the Issuer or the Guarantors.

SECTION 607. Compensation and Reimbursement. The Issuer and Guarantors, jointly and severally, agree:

(1) to pay to the Trustee for any series of Securities from time to time such compensation for all services rendered by it hereunder as shall be agreed upon in writing from time to time by the Issuer and such Trustee (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust);

(2) except as otherwise expressly provided herein, to reimburse the Trustee for any series of Securities upon its request for all expenses, disbursements and advances incurred or made by such Trustee in accordance with any provision of this Indenture (including the reasonable compensation and the reasonable expenses and disbursements of its agents and counsel), except any such expense, disbursement or advance as may be attributable to its own negligence or willful misconduct or the negligence or willful misconduct of its officers, directors, employees or agents as adjudicated by a court of competent jurisdiction; and

(3) to indemnify such Trustee (which for purposes of this Section 607(3) shall include its officers, directors, employees and agents) for, and to hold it harmless against, any and all loss, liability, damage, claim or expense (including taxes other than taxes based on the income of the Trustee) incurred without negligence or willful misconduct on its part or on the part of its officers, directors, employees or agents, arising out of or in connection with the acceptance or administration of this trust or trusts hereunder, including the costs and expenses of defending itself against any claim (whether asserted by the Issuer, the Guarantors, a Holder or any other Person) and enforcement of this Indenture (including this Section) or liability in connection with the exercise or performance of any of its powers or duties hereunder.

The Trustee for any series of Securities shall have a lien prior to the Securities as to all property and funds held by such Trustee hereunder for any amount owing it or any predecessor Trustee pursuant to this Section 607, except with respect to funds held in trust for the benefit of the Holders of such particular Securities.

When the Trustee for any series of Securities incurs expenses or renders services in connection with an Event of Default specified in Section 501(5) or Section 501(6), the expenses (including the reasonable charges and expenses of its counsel) and the compensation for the services are intended to constitute expenses of administration under any applicable federal or state bankruptcy, insolvency or other similar law.

The provisions of this Section shall survive the termination of this Indenture and the resignation or removal of the Trustee.

SECTION 608. Disqualification; Conflicting Interests.

If the Trustee for any series of Securities has or shall acquire a conflicting interest within the meaning of the Trust Indenture Act, such Trustee shall either eliminate such interest or resign, to the extent and in the manner provided by, and subject to the provisions of, the Trust Indenture Act and this Indenture. In determining whether such Trustee has a conflicting interest as defined in Section 310(b) of the Trust Indenture Act with respect to the Securities of any series, there shall be excluded Securities of any particular series of Securities other than that series.

SECTION 609. Corporate Trustee Required; Different Trustees for Different Series; Eligibility.

There shall at all times be a Trustee hereunder for each series of Securities which shall be a corporation or bank organized and doing business under the laws of the United States of America, any State thereof, or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$50,000,000 subject to supervision or examination by federal or state authority. If such corporation or bank publishes reports of condition at least annually, pursuant to law or to the requirements of said supervising or examining authority, then for the purposes of this Section, the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time such Trustee shall cease to be eligible in accordance with the provisions of this Section, it shall resign immediately in the manner and with the effect hereinafter specified in this Article Six.

A different Trustee may be appointed by the Issuer for each series of Securities prior to the issuance of such Securities. If the initial Trustee for any series of Securities is to be other than Deutsche Bank Trust Company Americas, the Issuer and such Trustee shall, prior to the issuance of such Securities, execute and deliver an indenture supplemental hereto, which shall provide for the appointment of such Trustee as Trustee for the Securities of such series and shall add to or change any of the provisions of this Indenture as shall be necessary to facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees to be co-trustees of the same trust and that each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee. For the avoidance of doubt, in no case shall Deutsche Bank Trust Company Americas be liable for any actions or inactions of any other Trustee for any series of Securities under this Indenture.

No trustee hereunder shall be personally liable by reason of any act or omission of any other trustee hereunder.

SECTION 610. Resignation and Removal; Appointment of Successor.

(a) No resignation or removal of the Trustee for the Securities of any series and no appointment of a successor Trustee pursuant to this Article Six shall become effective until the acceptance of appointment by the successor Trustee in accordance with the applicable requirements of Section 611.

(b) The Trustee for the Securities of any series may resign at any time with respect to the Securities of such series by giving written notice thereof to the Issuer. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee for the Securities of such series within 30 days after the giving of such notice of resignation, the resigning Trustee may petition, at the expense of the Issuer, any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(c) The Trustee for the Securities of any series may be removed at any time with respect to the Securities of such series by Act of the Holders of a majority in aggregate principal amount of the Outstanding Securities of such series, delivered to such Trustee and to the Issuer.

(d) If at any time:

(1) the Trustee for the Securities of any series shall fail to comply with Section 608 after written request thereof by the Issuer or by any Holder who has been a bona fide Holder of a Security of such series for at least six months; or

(2) such Trustee shall cease to be eligible under Section 609 and shall fail to resign after written request therefor by the Issuer or by any such Holder; or

(3) such Trustee shall become incapable of acting or shall be adjudged bankrupt or insolvent or a receiver of such Trustee or of its property shall be appointed or any public officer shall take charge or control of such Trustee or of its property or affairs for the purpose of rehabilitation, conservation or liquidation;

then, in any such case, (i) the Issuer by a Board Resolution may remove such Trustee and appoint a successor Trustee, or (ii) subject to Section 514, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the removal of such Trustee and the appointment of a successor Trustee or Trustees. If the instrument of acceptance by a successor Trustee required by Section 611 shall not have been delivered to the Trustee for the Securities of such series within 30 days after the giving of such notice of removal, the Trustee being removed may petition, at the expense of the Issuer, any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(e) If the Trustee for the Securities of any series shall resign, be removed or become incapable of acting, or if a vacancy shall occur in the office of Trustee for the Securities of any series for any cause, the Issuer, by a Board Resolution, shall promptly appoint a successor Trustee with respect to the Securities of such series and shall comply with the applicable requirements of Section 611. If, within 30 days after such resignation, removal or incapability, or the occurrence of such vacancy, a successor Trustee with respect to the Securities of such series shall not have been appointed by the Issuer pursuant to this Section 610, then a successor Trustee may be appointed by Act of the Holders of a majority in principal amount of the Outstanding Securities of such series delivered to the Issuer and the retiring Trustee. If no successor Trustee for the Securities of such series shall have been so appointed by the Issuer or the Holders and shall have accepted appointment in the manner required by Section 611, and if such Trustee to be replaced is still incapable of acting, any Holder who has been a bona fide Holder of a Security of such series for at least six months may, on behalf of himself and all others similarly situated, petition any court of competent jurisdiction for the appointment of a successor Trustee with respect to the Securities of such series.

(f) The Issuer shall give notice of each resignation and each removal of the Trustee with respect to the Securities of any series and each appointment of a successor Trustee with respect to the Securities of any series by delivering electronically or mailing written notice of such event by first-class mail, postage prepaid, to all Holders of Securities of such series as their names and addresses appear in the Security Register or otherwise in accordance with the procedures of the U.S. Depository. Each notice shall include the name of the successor Trustee with respect to the Securities of that series and the address of its Corporate Trust Office. The Trustee shall have no liability for the actions or inactions of the successor Trustee.

SECTION 611. Acceptance of Appointment by Successor.

(a) Every such successor Trustee appointed hereunder with respect to the Securities of any series shall execute, acknowledge and deliver to the Issuer, the Guarantors and the retiring Trustee an instrument accepting such appointment and acknowledgement that it will be holding and exercising the lien provided in Section 607 for the benefit of the claims of the predecessor Trustee, and thereupon the resignation or removal of the retiring Trustee shall become effective and such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee; but, on the request of the Issuer, any Guarantor or the successor Trustee, such retiring Trustee shall, upon receipt of payment of its fees and charges, execute, and deliver an instrument transferring to such successor Trustee all the rights, powers and trusts of the retiring Trustee and shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder.

(b) In case of the appointment hereunder of a successor Trustee with respect to the Securities of one or more (but not all) series, the applicable Issuer, the applicable Guarantors, the retiring Trustee and each successor Trustee with respect to the Securities of one or more series shall execute and deliver one or more indentures supplemental hereto wherein each successor Trustee shall accept such appointment and which (1) shall contain such provisions as shall be necessary or desirable to transfer and confirm to, and to vest in, each successor Trustee all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates, (2) if the retiring Trustee is not retiring with respect to all Securities, shall contain such provisions as shall be deemed necessary or desirable to confirm that all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series as to which the retiring Trustee is not retiring shall continue to be vested in the retiring Trustee and (3) shall add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, it being understood that nothing herein or in such supplemental indenture shall constitute such Trustees co-trustees of the same trust and each such Trustee shall be trustee of a trust or trusts hereunder separate and apart from any trust or trusts hereunder administered by any other such Trustee; and upon the execution and delivery of such supplemental indentures the resignation or removal of the retiring Trustee shall become effective to the extent provided therein and each such successor Trustee, without any further act, deed or conveyance, shall become vested with all the rights, powers, trusts and duties of the retiring Trustee with respect to the Securities of that or those series to which the appointment of such successor Trustee relates; but, on request of the applicable Issuer, the applicable Guarantors or any successor Trustee, such retiring Trustee shall duly assign, transfer and deliver to such successor Trustee all property and money held by such retiring Trustee hereunder with respect to the Securities of that or those series to which the appointment of such successor Trustee relates.

(c) Upon request of any such successor Trustee, the Issuer and the Guarantors of each applicable series of Securities shall execute any and all instruments for more fully and certainly vesting in and confirming to such successor Trustee all such rights, powers, and trusts referred to in paragraph (a) or (b) of this Section, as the case may be.

(d) No successor Trustee shall accept its appointment unless at the time of such acceptance such successor Trustee for the Securities of any series shall be qualified and eligible under this Article Six.

SECTION 612. Merger, Conversion, Consolidation or Succession to Business.

Any corporation into which the Trustee for the Securities of any series may be merged or converted or with which it may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which such Trustee shall be a party, or any corporation succeeding to all or substantially all of the corporate trust business of such Trustee, shall be the successor of such Trustee hereunder, provided such corporation shall be otherwise qualified and eligible under this Article Six, without the execution or filing of any paper or any further act on the part of any of the parties hereto. In case any Securities shall have been authenticated, but not delivered, by the Trustee or the Authenticating Agent for such series then in office, any successor by merger, conversion or consolidation to such authenticating Trustee or Authenticating Agent, as the case may be, may adopt such authentication and deliver the Securities so authenticated with the same effect as if such successor Trustee or successor Authenticating Agent had itself authenticated such Securities.

SECTION 613. Preferential Collection of Claims Against the Issuer or a Guarantor.

If and when the Trustee of any series of Securities shall be or become a creditor of the Issuer or any Guarantor (or any other obligor upon the Securities), such Trustee shall be subject to the provisions of the Trust Indenture Act regarding the collection of claims against the Issuer or any such Guarantor (or any such other obligor).

SECTION 614. Authenticating Agents.

From time to time the Trustee of any series of Securities, in its sole discretion, may appoint one or more Authenticating Agents with respect to the Securities of such series, which may include the Issuer, any of the Guarantors or any Affiliate of the Issuer or the Guarantors, with power to act on the Trustee's behalf and subject to its discretion in the authentication and delivery of Securities of such series or in connection with transfers and exchanges under Sections 304, 305, 306 and 1107 as fully to all intents and purposes as though such Authenticating Agent had been expressly authorized by those Sections of this Indenture to authenticate and deliver Securities of such series. For all purposes of this Indenture, the authentication and delivery of Securities of such series by an Authenticating Agent for such Securities pursuant to this Section shall be deemed to be authentication and delivery of such Securities "by the Trustee" for the Securities of such series. Any such Authenticating Agent shall be reasonably acceptable to the Issuer and shall at all times be a corporation organized and doing business under the laws of the United States, any State thereof or the District of Columbia, authorized under such laws to exercise corporate trust powers, having a combined capital and surplus of at least \$25,000,000 and, if other than the Issuer, any of the Guarantors or any Affiliate of the Issuer or the Guarantors, subject to supervision or examination by federal, state or District of Columbia authority. If such corporation publishes reports of condition at least annually pursuant to law or the requirements of such authority, then for the purposes of this Section the combined capital and surplus of such corporation shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. If at any time an Authenticating Agent for any series of Securities shall cease to be eligible in accordance with the provisions of this Section, such Authenticating Agent shall resign immediately in the manner and with the effect specified in this Section.

Any corporation into which any Authenticating Agent may be merged or with which it may be consolidated, or any corporation resulting from any merger or consolidation or to which any Authenticating Agent shall be a party, or any corporation succeeding to all or substantially all the corporate trust business of any Authenticating Agent, shall be the successor of such Authenticating Agent hereunder, if such successor corporation is otherwise eligible under this Section, without the execution or filing of any paper or any further act on the part of the parties hereto or the Authenticating Agent or such successor corporation.

Any Authenticating Agent for any series of Securities may resign at any time by giving written notice of resignation to the Trustee for such series and to the Issuer. The Trustee for any series of Securities may at any time terminate the agency of any Authenticating Agent for such series by giving written notice of termination to such Authenticating Agent and to the Issuer. Upon receiving such a notice of resignation or upon such a termination, or in case at any time any Authenticating Agent for any series of Securities shall cease to be eligible under this Section, the Trustee for such series may appoint a successor Authenticating Agent, which shall be acceptable to the Issuer, shall give written notice of such appointment to the Issuer and shall give written notice of such appointment to all Holders of Securities of such series with respect to which such Authenticating Agent will serve, as the names and addresses of such Holders appear on the Security Register. Any successor Authenticating Agent, upon acceptance of its appointment hereunder, shall become vested with all the rights, powers and duties of its predecessor hereunder, with like effect as if originally named as an Authenticating Agent. No successor Authenticating Agent shall be appointed unless eligible under the provisions of this Section.

The Issuer agrees to pay to the Authenticating Agent for such series from time to time reasonable compensation for its services under this Section 614.

If an appointment with respect to one or more series of Securities is made pursuant to this Section, the Securities of such series may have endorsed thereon, in addition to the Trustee’s certificate of authentication, an alternate certificate of authentication in the following form:

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

Date: \_\_\_\_\_

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

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

As Authenticating Agent

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

The provisions of Sections 309, 604 and 605 shall be applicable to any Authenticating Agent.

ARTICLE SEVEN  
HOLDERS' LISTS AND REPORTS BY TRUSTEE AND ISSUER

SECTION 701. Issuer to Furnish Trustee Names and Addresses of Holders.

With respect to each particular series of Securities, the Issuer will furnish or cause to be furnished to the Trustee for the Securities of such series:

- (a) semi-annually, not later than 15 days after each Regular Record Date, or, in the case of any series of Securities on which semi-annual interest is not payable, not more than 15 days after such semi-annual dates as may be specified by such Trustee, a list, in such form as such Trustee may reasonably require, of the names and addresses of the Holders as of such Regular Record Date or semi-annual date, as the case may be; and
- (b) at such other times as such Trustee may request in writing, within 30 days after the receipt by the Issuer of any such request, a list of similar form and content as specified in clause (a) above as of a date not more than 15 days prior to the time such list is furnished;

provided, however, that so long as such Trustee is Security Registrar for any series of Securities, no such list shall be required to be furnished with respect to any such series.

SECTION 702. Preservation of Information; Communications to Holders.

- (a) The Trustee for each series of Securities shall preserve, in as current a form as is reasonably practicable, the names and addresses of Holders contained in the most recent list furnished to such Trustee as provided in Section 701 and the names and addresses of Holders received by such Trustee in its capacity as Security Registrar. Such Trustee may destroy any list furnished to it as provided in Section 701 upon receipt of a new list so furnished.
- (b) If three (3) or more Holders of any particular series (herein referred to as "applicants") apply in writing to the Trustee for the Securities of such series, and furnish to such Trustee reasonable proof that each such applicant has owned a Security for a period of at least six (6) months preceding the date of such application, and such application states that the applicants desire to communicate with other Holders of Securities of such series with respect to their rights under this Indenture or under the Securities and is accompanied by a copy of the form of proxy or other communication which such applicants propose to transmit, then such Trustee shall, within five business days after the receipt of such application, at its election, either:



(i) afford such applicants access to the information preserved at the time by such Trustee in accordance with Section 702(a); or

(ii) inform such applicants as to the approximate number of Holders of Securities of such series whose names and addresses appear in the information preserved at the time by such Trustee in accordance with Section 702(a), and as to the approximate cost of mailing to such Holders the form of proxy or other communication, if any, specified in such application.

If any such Trustee shall elect not to afford such applicants access to such information, such Trustee shall, upon the written request of such applicants, mail to each Holder of Securities of such series whose name and address appear in the information preserved at the time by such Trustee in accordance with Section 702(a) a copy of the form of proxy or other communication which is specified in such request, with reasonable promptness after a tender to such Trustee of the material to be mailed and of payment, or provision for the payment, of the reasonable expenses of mailing, unless within five business days after such tender such Trustee shall mail to such applicants and file with the Commission, together with a copy of the material to be mailed, a written statement to the effect that, in the opinion of such Trustee, such mailing would be contrary to the best interest of the Holders or would be in violation of applicable law. Such written statement shall specify the basis of such opinion. If the Commission, after opportunity for a hearing upon the objections specified in the written statement so filed, shall enter an order refusing to sustain any of such objections or if, after the entry of an order sustaining one or more of such objections, the Commission shall find, after notice and opportunity for hearing, that all the objections so sustained have been met and shall enter an order so declaring, such Trustee shall mail copies of such material to all such Holders with reasonable promptness after the entry of such order and the renewal of such tender, otherwise such Trustee shall be relieved of any obligation or duty to such applicants respecting their application.

(c) Every Holder of Securities of each series, by receiving and holding the same, agrees with the Issuer, the Guarantors and the Trustee for the Securities of such series that none of the Issuer, the Guarantors or such Trustee nor any agent of any of them shall be held accountable by reason of the disclosure of any such information as to the names and addresses of the Holders in accordance with Section 702(b), regardless of the source from which such information was derived, and that such Trustee shall not be held accountable by reason of mailing any material pursuant to a request made under Section 702(b).

(d) The U.S. Depositary may grant proxies and otherwise authorize its participants which own the Global Securities to give or take any Act which a Holder is entitled to take under the Indenture; provided, however, that the U.S. Depositary has delivered a list of such participants to the Trustee for the Securities of such series.

SECTION 703. Reports by Trustee

(a) The Trustee for the Securities of each series shall transmit to Holders of Securities of each series for which such Trustee serves such reports concerning such Trustee and its actions under this Indenture as may be required pursuant to the Trust Indenture Act at the times and in the manner provided pursuant thereto. If required by Section 313(a) of the Trust Indenture Act, the Trustee for the Securities of each series shall, within 60 days after each May 15 following the date of this Indenture deliver to Holders of Securities of each series for which such Trustee serves a brief report, dated as of such May 15, which complies with the provisions of such Section 313(a).

(b) A copy of each such report shall, at the time of such transmission to Holders of Securities of each particular series be filed by each particular Trustee with each stock exchange upon which any Securities are listed, with the Commission and with the Issuer. The Issuer will promptly notify the Trustee in writing when any Securities are listed on any stock exchange or of any delisting thereof.

SECTION 704. Reports by Weatherford Parent

Weatherford Parent shall:

(1) file with the Trustee for the Securities of each series, within 15 days after Weatherford Parent is required to file the same with the Commission, copies of the annual reports and of the information, documents and other reports (or copies of such portions of any of the foregoing as the Commission may from time to time by rules and regulations prescribe) which Weatherford Parent may be required to file with the Commission pursuant to Section 13 or Section 15(d) of the Exchange Act; or if Weatherford Parent is not required to file information, documents or reports pursuant to either of said Sections, then it shall file with such Trustee and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such of the supplementary and periodic information, documents and reports which may be required pursuant to Section 13 of the Exchange Act, in respect of a security listed and registered on a national securities exchange as may be prescribed from time to time in such rules and regulations;

(2) file with the Trustee for the Securities of such series and the Commission, in accordance with rules and regulations prescribed from time to time by the Commission, such additional information, documents and reports with respect to compliance by Weatherford Parent with the conditions and covenants of this Indenture as may be required from time to time by such rules and regulations; and

(3) transmit by mail to all Holders, as their names and addresses appear in the Security Register, within 30 days after the filing thereof with the Trustee for the Securities of such series, such summaries of any information, documents and reports required to be filed by Weatherford Parent pursuant to paragraphs (1) and (2) hereof as may be required by rules and regulations prescribed from time to time by the Commission.

Weatherford Parent shall be deemed to have complied with the previous sentence to the extent that such information, documents and reports are filed with the Commission via the Electronic Data Gathering, Analysis, and Retrieval (EDGAR) system (or any successor electronic delivery procedure).

Delivery of such reports, information and documents to the Trustee for the Securities of each series is for informational purposes only and such Trustee's receipt of such shall not constitute constructive notice of any information contained therein or determinable from information contained therein, including the Issuer's and the Guarantors' compliance with any of their respective covenants hereunder (as to which such Trustee is entitled to rely exclusively on Officer's Certificates). The Trustee shall have no responsibility to determine if any information has been filed.

ARTICLE EIGHT  
CONSOLIDATION, MERGER, CONVEYANCE, SALE OR LEASE

SECTION 801. Issuer and Guarantors May Consolidate, Etc., on Certain Terms.

(a) Unless otherwise indicated for a particular series of Securities, supplemental indenture or provided in or pursuant to a Board Resolution or Officer's Certificate, the Issuer of any series of Securities shall not consolidate, amalgamate or merge with or into any other Person (whether or not affiliated with such Issuer) and such Issuer or its successor or successors shall not be a party or parties to successive consolidations, amalgamations or mergers and such Issuer shall not sell, convey or lease all or substantially all of its property to any other Person (whether or not affiliated with such Issuer) authorized to acquire and operate the same, unless (i) upon any such consolidation, amalgamation, merger, sale, conveyance or lease, the due and punctual payment of the principal of (and premium, if any, on) and interest, if any, on all of the Securities of such series, according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by such Issuer shall be expressly assumed, by supplemental indenture reasonably satisfactory in form to the Trustee for such series of Securities, executed and delivered to each such Trustee by the Person (if other than such Issuer) formed by such consolidation or amalgamation, or into which such Issuer shall have been merged, or by the Person which shall have acquired or leased such property, and (ii) such Person shall be a solvent corporation, partnership, limited liability company, trust or any other entity organized under the laws of the United States of America or a State thereof or the District of Columbia, any Member State of the European Union, the United Kingdom, Ireland, Bermuda, Cayman Islands, British Virgin Islands, Gibraltar, the British Crown Dependencies, any member country of the Organisation for Economic Co-operation and Development, or any political subdivision of any of the foregoing. Such Issuer will not so consolidate, amalgamate or merge, or make any such sale, lease or other disposition, and such Issuer will not permit any other Person to merge into such Issuer, unless immediately after the proposed consolidation, amalgamation, merger, sale, lease or other conveyance, and after giving effect thereto, no default in the performance or observance by such Issuer or such successor Person, as the case may be, of any of the terms, covenants, agreements or conditions in respect of such series of Securities contained in this Indenture shall have occurred and be continuing.

(b) Unless otherwise indicated for a particular series of Securities, supplemental indenture or provided in or pursuant to a Board Resolution or Officer's Certificate, each Guarantor, if any, of any series of Securities shall not consolidate, amalgamate or merge with or into any other Person (whether or not affiliated with such Guarantor) and such Guarantor and its successor or successors shall not be a party or parties to successive consolidations, amalgamations or mergers and such Guarantor shall not sell, convey or lease all or substantially all of the property of such Guarantor to any other Person (whether or not affiliated with such Guarantor) authorized to acquire and operate the same, unless (i) upon any such consolidation, amalgamation, merger, sale, conveyance or lease, the performance of the obligations under the Guarantee of such Guarantor, and the due and punctual performance and observance of all of the covenants and conditions of this Indenture to be performed by such Guarantor shall be expressly assumed, by supplemental indenture reasonably satisfactory in form to the Trustee for each series of Securities, executed and delivered to each such Trustee by the Person (if other than the Issuer or a Guarantor for such series) formed by such consolidation or amalgamation, or into which such Guarantor shall have been merged, or by the Person which shall have acquired or leased such property, and (ii) such Person shall be a solvent corporation, partnership, limited liability company, trust or any other entity organized under the laws of the United States of America or a State thereof or the District of Columbia, any Member State of the European Union, the United Kingdom, Ireland, Bermuda, Cayman Islands, British Virgin Islands, Gibraltar, the British Crown Dependencies, any member country of the Organisation for Economic Co-operation and Development, or any political subdivision of any of the foregoing. Furthermore, such Guarantor will not so consolidate, amalgamate or merge, or make any such sale, lease or other conveyance, and such Guarantor will not permit any other Person to merge into it, unless immediately after the proposed consolidation, amalgamation, merger, sale, lease or other conveyance, and after giving effect thereto, no default in the performance or observance by such Guarantor or such successor Person, as the case may be, of any of the terms, covenants, agreements or conditions in respect of such series of Securities contained in this Indenture or the Guarantee of such Guarantor to be performed by such Guarantor shall have occurred and be continuing.

SECTION 802. Successor Corporation to be Substituted.

(a) In respect of each series of Securities, upon any consolidation, amalgamation or merger of the Issuer with or into any other corporation or corporations or any sale, conveyance or lease of all or substantially all of the property of the Issuer to any other corporation or corporations in accordance with this Article Eight, the successor shall succeed to, and be substituted for, and may exercise every right and power of, the Issuer under this Indenture and such Securities with the same effect as if such successor had been named as the Issuer herein and therein, and thereafter, except in the case of a lease, the Issuer as the predecessor corporation shall be relieved of all obligations and covenants under this Indenture and the Securities and the Issuer as the predecessor corporation may thereupon or at any time thereafter be dissolved, wound up or liquidated.

(b) In respect of each series of Securities, subject to Section 801(b), upon any consolidation, amalgamation or merger of any Guarantor with or into any other corporation or corporations or any sale, conveyance or lease of all or substantially all of the property of such Guarantor to any other corporation or corporations in accordance with this Article Eight, the successor shall succeed to, and be substituted for, and may exercise every right and power of, such Guarantor under this Indenture, the Securities and the Guarantee of such Guarantor with the same effect as if such successor had been named as a Guarantor herein and therein, and thereafter, except in the case of a lease, such Guarantor as predecessor corporation shall be relieved of all obligations and covenants under this Indenture and its Guarantee, and such Guarantor as the predecessor corporation may thereupon or at any time thereafter be dissolved, wound up or liquidated.

SECTION 803. Opinion of Counsel and Officer's Certificate to be Given to Trustee

The Trustee for each series of Securities, subject to Section 601, shall receive an Officer's Certificate and Opinion of Counsel as conclusive evidence that any such consolidation, amalgamation, merger, sale, conveyance or lease and any such assumption complies with the provisions of this Article Eight.

ARTICLE NINE  
SUPPLEMENTAL INDENTURES

SECTION 901. Supplemental Indentures without Consent of Holders

Without the consent of any Holders, the Issuer, the Guarantors and the Trustee for the Securities of any or all series, at any time and from time to time, may enter into one or more indentures supplemental hereto, for any of the purposes set forth below in this Section 901. The terms of such supplemental indenture may be established by one or more duly appointed Officers of the Issuer and one or more duly appointed Officers of the Guarantors acting pursuant to authority granted to such Officers by the Board of Directors of the Issuer and by the Board of Directors of the Guarantors. A supplemental indenture, in form reasonably satisfactory to the Trustee, may be entered into pursuant to this Section 901 for any of the following purposes:

- (1) to evidence the succession of another corporation, partnership, limited liability company, trust or any other entity to the Issuer or any Guarantor and the assumption by any such successor of the covenants of the Issuer herein and in the Securities or the assumption by any such successor of the covenants of such Guarantor herein and in the Guarantee; or
- (2) to add to the covenants of the Issuer or the Guarantors for the benefit of the Holders of all or any series of Securities (and if such covenants are to be for the benefit of less than all series of Securities, stating that such covenants are expressly being included solely for the benefit of such series) or to surrender any right or power herein conferred upon the Issuer or the Guarantors, as applicable; or
- (3) to add any additional Events of Default; or
- (4) to add to or change any of the provisions of this Indenture to such extent as shall be necessary to permit or facilitate the issuance of Securities in bearer form, registrable or not registrable as to principal, and with or without interest coupons; or
- (5) to change or eliminate any of the provisions of this Indenture; provided, that any such change or elimination shall become effective only when there is no Security Outstanding of any series created prior to the execution of such supplemental indenture which is entitled to the benefit of such provisions; or
- (6) to secure the Securities; or

- (7) to establish the form or terms of Securities of any series as permitted by Sections 201 and 301; or
- (8) to establish the form or terms of a related Guarantee as permitted by Sections 201 and 206; or
- (9) to evidence and provide for the acceptance of appointment hereunder by a successor Trustee with respect to the Securities of one or more series and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 611(b); or
- (10) to evidence and provide for the acceptance of appointment hereunder of a Trustee other than Deutsche Bank Trust Company Americas as Trustee for a series of Securities and to add to or change any of the provisions of this Indenture as shall be necessary to provide for or facilitate the administration of the trusts hereunder by more than one Trustee, pursuant to the requirements of Section 609; or
- (11) to provide for any rights of the Holders of Securities of any series to require the repurchase of Securities of such series from the Issuer; or
- (12) to cure any ambiguity, omission, mistake or defect to correct or supplement any provision herein which may be inconsistent with any other provision herein, or to make any other provisions with respect to matters or questions arising under this Indenture; provided such action shall not adversely affect the interests of the Holders of Securities of any series in any material respect; or
- (13) to provide for the issuance of additional Securities of any series in accordance with this Indenture; or
- (14) to provide for or add Guarantors with respect to the Securities of any series; or
- (15) to amend the provisions of this Indenture relating to the transfer and legending of any Securities, including, without limitation, to facilitate the issuance and administration of such Securities; provided that compliance with this Indenture as so amended would not result in the Securities being transferred in violation of the Securities Act of 1933, as amended, or any applicable securities law; or
- (16) to continue its qualification under the Trust Indenture Act or as may be necessary or desirable in accordance with amendments to the Trust Indenture Act; or
- (17) to conform the text of this Indenture, the Securities or any related Guarantee to any provision of the description thereof set forth in any applicable prospectus or prospectus supplement to the extent that such provision in such prospectus or prospectus supplement was intended to be a verbatim recitation of a provision in this indenture, the Securities or any related Guarantee; or
- (18) for any other reason specified pursuant to Section 301 with respect to the Securities of such series.

SECTION 902. Supplemental Indentures with Consent of Holders

With the consent of the Holders of not less than a majority in principal amount of the Outstanding Securities of any or all series affected by such supplemental indenture (voting as one class), by Act of said Holders delivered to the Issuer, the Guarantors and the Trustee of each such series of Securities, the Issuer, when authorized by or pursuant to a Board Resolution of its Board of Directors, the Guarantors, when authorized by or pursuant to a Board Resolution by the Guarantors' Board of Directors, and each such Trustee may enter into an indenture or indentures supplemental hereto for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Indenture or of modifying in any manner the rights of the Holders of Securities of such series under this Indenture; provided, however, that no such supplemental indenture shall, without the consent of the Holder of each Outstanding Security affected thereby:

(1) change the Stated Maturity of the principal of, or any installment of principal of or interest, if any, on, any Security, or reduce the principal amount thereof or the rate of interest thereon or any premium payable upon the redemption thereof, or reduce the amount of the principal of an Original Issue Discount Security that would be due and payable upon a declaration of acceleration of the Maturity thereof pursuant to Section 502, or change any Place of Payment where, or the coin or currency in which, any Security or any premium or the interest thereon is payable, or impair the right to institute suit for the enforcement of any such payment on or after the Stated Maturity thereof (or, in the case of redemption, on or after the Redemption Date), or release any Guarantor from any of its obligations under its Guarantee or modify such obligations otherwise than in accordance with the terms of this Indenture;

(2) reduce the percentage in principal amount of the Outstanding Securities of any series, the consent of whose Holders is required for any such supplemental indenture or the consent of whose Holders is required for any waiver of compliance with certain provisions of this Indenture or certain defaults hereunder and their consequences provided for in this Indenture;

(3) modify any of the provisions of this Section, Section 513 or Section 1008, except to increase any such percentage or to provide that certain other provisions of this Indenture cannot be modified or waived without the consent of the Holder of each Outstanding Security affected thereby; provided, however, that this clause shall not be deemed to require the consent of any Holder with respect to changes in the references to "the Trustee" and concomitant changes in this Section and Section 1008, or the deletion of this proviso, in accordance with the requirements of Sections 609, 611(b), 901(9) and 901(10).

A supplemental indenture which changes or eliminates any covenant or other provision of this Indenture which has expressly been included solely for the benefit of one or more particular series of Securities, or which modifies the rights of the Holders of Securities of such series with respect to such covenant or other provision, shall be deemed not to affect the rights under this Indenture of the Holders of Securities of any other series.

It shall not be necessary for any Act of Holders of any series of Securities under this Section to approve the particular form of any proposed supplemental indenture, but it shall be sufficient if such Act shall approve the substance thereof.

SECTION 903. Execution of Supplemental Indentures.

In executing, or accepting the additional trusts created by, and supplemental indenture permitted by this Article Nine or the modifications thereby of the trusts created by this Indenture, the Trustee for any series of Securities shall receive, and (subject to Section 601) shall be fully protected in conclusively relying upon, an Officer's Certificate and Opinion of Counsel stating that the execution of such supplemental indenture is authorized or permitted by this Indenture and is the legal, valid and binding obligation of the Issuer enforceable against it in accordance with its terms. The Trustee for any series of Securities may, but shall not be obligated to, enter into any such supplemental indenture which affects such Trustee's own rights, duties or immunities under this Indenture or otherwise.

SECTION 904. Effect of Supplemental Indentures.

Upon the execution of any supplemental indenture under this Article Nine, this Indenture shall be modified in accordance therewith, and such supplemental indenture shall form a part of this Indenture for all purposes, and every Holder of Securities theretofore or thereafter authenticated and delivered hereunder shall be bound thereby.

SECTION 905. Conformity with Trust Indenture Act.

Every supplemental indenture executed pursuant to this Article Nine shall conform to the requirements of the Trust Indenture Act as then in effect.

SECTION 906. Reference in Securities to Supplemental Indentures.

Securities of any series authenticated and delivered after the execution of any supplemental indenture pursuant to this Article Nine may, and shall if required by the Trustee for the Securities of such series, bear a notation in form approved by such Trustee as to any matter provided for in such supplemental indenture. If the Issuer and the Guarantors shall so determine, new forms of the Securities of any series and the Guarantees endorsed thereon modified as to conform, in the opinion of the Trustee for the Securities of such series, the Issuer and the Guarantors, to any supplemental indenture may be prepared and executed by the Issuer and the Guarantors and authenticated and delivered by such Trustee in exchange for Outstanding Securities of such series.



ARTICLE TEN  
COVENANTS

SECTION 1001. Payment of Principal, Premium and Interest.

The Issuer covenants and agrees for the benefit of each series of Securities for which it is the Issuer that it will duly and punctually pay the principal of (and premium, if any, on) and interest, if any, on the Securities of that series in accordance with the terms of the Securities and this Indenture, and deposit the amounts relating thereto with the Trustee on or before 10:00 AM New York City time.

SECTION 1002. Maintenance of Office or Agency.

The Issuer will maintain in each Place of Payment for any series of Securities an office or agency where Securities of that series may be presented or surrendered for payment, where Securities of that series may be surrendered for registration of transfer or exchange and where notices and demands to or upon the Issuer in respect of the Securities of that series and this Indenture may be served. The Issuer will give prompt written notice to the Trustee for Securities of that series of the location, and any change in the location, of such office or agency. If at any time the Issuer shall fail to maintain any such required office or agency or shall fail to furnish the Trustee for the Securities of that series with the address thereof, such presentations, surrenders, notices and demands may be made or served at the Corporate Trust Office of such Trustee, and the Issuer hereby appoints such Trustee as its agent to receive all such presentations, surrenders, notices and demands.

The Issuer may also from time to time designate one or more other offices or agencies where the Securities of one or more series may be presented or surrendered for any or all such purposes and may from time to time rescind such designations; provided, however, that no such designation or rescission shall in any manner relieve the Issuer of its obligation to maintain an office or agency in each Place of Payment for Securities of any series for such purposes. The Issuer will give prompt written notice to the Trustee for the Securities of each series of any such designation or rescission and of any change in the location of any such other office or agency.

SECTION 1003. Money for Securities Payments to Be Held in Trust.

If the Issuer shall at any time act as its own Paying Agent with respect to any series of Securities, it will, on or before each due date of the principal of (and premium, if any, on) or interest, if any, on any of the Securities of that series, segregate and hold in trust for the benefit of the persons entitled thereto a sum sufficient to pay the principal (and premium, if any, on) or interest, if any, so becoming due until such sums shall be paid to such persons or otherwise disposed of as herein provided and will promptly notify the Trustee for the Securities of such series of its action or failure so to act.

Whenever the Issuer shall have one or more Paying Agents for any series of Securities, it will, prior to each due date of the principal of (and premium, if any, on) or interest, if any, on any Securities of that series, deposit with a Paying Agent a sum sufficient to pay the principal (and premium, if any, on) or interest so becoming due, such sum to be held in trust for the benefit of the persons entitled to such principal, premium or interest, and (unless such Paying Agent is the Trustee for the Securities of such series) the Issuer will promptly notify such Trustee of its action or failure so to act.

The Issuer will cause each Paying Agent for any series of Securities other than the Trustee for the Securities of such series to execute and deliver to such Trustee an instrument in which such Paying Agent shall agree with such Trustee, subject to the provisions of this Section, that such Paying Agent will:

- (1) hold all sums held by it for the payment of the principal of (and premium, if any, on) or interest, if any, on Securities of that series in trust for the benefit of the persons entitled thereto until such sums shall be paid to such persons or otherwise disposed of as herein provided;
- (2) give such Trustee notice of any default by the Issuer (or any other obligor upon the Securities of that series) in the making of any payment of principal of (and premium, if any, on) or interest, if any, on the Securities of that series; and
- (3) at any time during the continuance of any such default, upon the written request of such Trustee, forthwith pay to such Trustee all sums so held in trust by such Paying Agent.

The Issuer may at any time, for the purpose of obtaining the satisfaction and discharge of this Indenture or for any other purpose, pay, or by Company Order direct any Paying Agent to pay, to the Trustee for the Securities of any series all sums held in trust by the Issuer or such Paying Agent, such sums to be held by such Trustee upon the same trusts as those upon which such sums were held by the Issuer or such Paying Agent; and, upon such payment by any Paying Agent to such Trustee, such Paying Agent shall be released from all further liability with respect to such money.

Subject to any applicable abandoned property law, any money deposited with the Trustee or any Paying Agent for the Securities of any series, or then held by the Issuer or the Guarantors, in trust for the payment of the principal of (and premium, if any, on) or interest, if any, on any Security of any series and remaining unclaimed for two years after such principal (and premium, if any) or interest has become due and payable shall be paid to the Issuer or the Guarantors on Company Request, or, if then held by the Issuer or the Guarantors, shall be discharged from such trust; and the Holder of such Security shall thereafter, as an unsecured general creditor, look only to the Issuer or the Guarantors, as the case may be, for payment thereof, and all liability of such Trustee or such Paying Agent with respect to such trust money, and all liability of the Issuer or the Guarantors, as the case may be, as trustee thereof, shall thereupon cease.

SECTION 1004. Limitation on Liens.

(a) Weatherford Parent covenants and agrees for the benefit of each series of Securities, other than any series established by or pursuant to a Board Resolution or an Officer's Certificate of the Issuer of such series or in one or more supplemental indentures hereto which specifically provides otherwise, that Weatherford Parent will not, and will not permit any Restricted Subsidiary to, create, assume or guarantee any indebtedness for money borrowed secured by a Mortgage (i) on any Principal Property of Weatherford Parent or of a Restricted Subsidiary or (ii) on any shares or Funded Indebtedness of a Restricted Subsidiary (whether such Principal Property, shares or Funded Indebtedness are now owned or hereafter acquired) without, in any such case, effectively providing concurrently with the creation, assumption or guaranteeing of such indebtedness that the Securities (together, if Weatherford Parent shall so determine, with any other indebtedness then or thereafter existing, created, assumed or guaranteed by Weatherford Parent or such Restricted Subsidiary ranking equally with the Securities) shall be secured equally and ratably with (or prior to) such indebtedness; excluding, however, from the foregoing any indebtedness secured by a Mortgage (including any extension, renewal or replacement, or successive extensions, renewals or replacements, of any Mortgage hereinafter specified or any indebtedness secured thereby, without increase of the principal of such indebtedness or expansion of the collateral securing such indebtedness):

(1) on property, shares or Funded Indebtedness of any Person existing at the time such Person becomes a Restricted Subsidiary; or

(2) on property existing at the time of acquisition thereof by Weatherford Parent or a Restricted Subsidiary, or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price thereof or construction or improvements thereon, which indebtedness is incurred by Weatherford Parent or a Restricted Subsidiary prior to, at the time of or within 360 days after the later of the acquisition, the completion of construction (including any improvements on an existing property) and the commencement of commercial operation of such property; provided, however, that in the case of any such acquisition, construction or improvement the Mortgage shall not apply to any property theretofore owned by Weatherford Parent or a Restricted Subsidiary, other than, in the case of any such construction or improvement, any theretofore unimproved real property on which the property so constructed, or the improvement, is located; or

(3) on property, shares or Funded Indebtedness of a Person existing at the time such Person is merged into or consolidated with Weatherford Parent or a Restricted Subsidiary, or at the time of a sale, lease or other disposition of the properties of a Person as an entirety or substantially as an entirety to Weatherford Parent or a Restricted Subsidiary; or

(4) on property of a Restricted Subsidiary to secure indebtedness of such Restricted Subsidiary to Weatherford Parent or another Restricted Subsidiary; or

(5) on property of Weatherford Parent or a Restricted Subsidiary in favor of the United States of America or any State thereof, Bermuda or the jurisdiction of organization of Weatherford Parent, or any department, agency or instrumentality or political subdivision of the United States of America or any State thereof, Bermuda or the jurisdiction of organization of Weatherford Parent, to secure partial, progress, advance or other payments pursuant to any contract or statute or to secure any indebtedness incurred for the purpose of financing all or any part of the purchase price or the cost of constructing or improving the property subject to such Mortgage; or

(6) existing at the date of this Indenture;

provided, however, that any Mortgage permitted by any of the foregoing clauses (1), (2), (3) and (5) of this Section 1004(a) shall not extend to or cover any property of Weatherford Parent or such Restricted Subsidiary, as the case may be, other than the property specified in such clauses and improvements thereto.

(b) Notwithstanding the provisions of subsection (a) of this Section 1004, Weatherford Parent or any Restricted Subsidiary may create, assume or guarantee secured indebtedness for money borrowed which would otherwise be prohibited in said subsection (a) in an aggregate amount which, together with all other such indebtedness for money borrowed of Weatherford Parent and its Restricted Subsidiaries and the Attributable Debt of Weatherford Parent and its Restricted Subsidiaries in respect of Sale and Leaseback Transactions (as defined in Section 1005) existing at such time (other than Sale and Leaseback Transactions entered into prior to the date of this Indenture and Sale and Leaseback Transactions the proceeds of which have been applied in accordance with clause (b) of Section 1005), does not at the time exceed 10% of the shareholders' equity in Weatherford Parent and its consolidated Subsidiaries, as shown on the audited consolidated balance sheet contained in the latest annual report to shareholders of Weatherford Parent.

(c) For the purposes of this Article Ten,

(1) the term "Attributable Debt" shall mean, as of any particular time, the lesser of (i) the fair value of the property subject to the applicable sale and leaseback transaction (as determined by the board of directors of Weatherford Parent) and (ii) the then present value (discounted at a rate equal to the weighted average of the rate of interest on all securities issued by the Issuer then issued and outstanding under this Indenture, compounded semi-annually) of the total net amount of rent required to be paid under such lease during the remaining term thereof (excluding any renewal term unless the renewal is at the option of the lessor) or, if earlier, until the earliest date on which the lessee may terminate such lease upon payment of a penalty (in which case the obligation of the lessee for rental payments shall include such penalty). The net amount of rent required to be paid for any such period shall be the aggregate amount of the rent payable by the lessee with respect to such period after excluding amounts required to be paid on account of, or measured or determined by, any variable factor, including, without limitation, the cost-of-living index and costs of maintenance and repairs, insurance, taxes, assessments, water rates and similar charges and after excluding any portion of rentals based on a percentage of sales made by the lessee. In the case of any lease which is terminable by the lessee upon the payment of a penalty, such net amount shall also include the amount of such penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated;

(2) the term "shareholders' equity in Weatherford Parent and its consolidated Subsidiaries" shall mean the share capital, share premium, contributed surplus and retained earnings of Weatherford Parent and its consolidated Subsidiaries, excluding the cost of shares of Weatherford Parent held by its Affiliates, all as determined in accordance with GAAP; and

(3) the term "Mortgage" on any specified property shall mean any mortgage, lien, pledge, charge or other security interest or encumbrance of any kind in respect of such property.

SECTION 1005. Limitation on Sale and Leaseback Transactions.

Weatherford Parent covenants and agrees for the benefit of each series of Securities, other than any series established by or pursuant to a Board Resolution or an Officer's Certificate of the Issuer of such series or in one or more supplemental indentures hereto which specifically provides otherwise, that Weatherford Parent will not, and will not permit any Restricted Subsidiary to, enter into any arrangement with any person for the leasing by Weatherford Parent or a Restricted Subsidiary (except for leases for a term of not more than three years and for leases of a part of a Principal Property which has been sold, for use in connection with the winding up or termination of the business conducted on such Principal Property, and except, in the case of a Restricted Subsidiary, a lease to Weatherford Parent or another Restricted Subsidiary) of any Principal Property (whether now owned or hereafter acquired), which Principal Property has been or is intended to be sold or transferred by Weatherford Parent or such Restricted Subsidiary to such person (herein referred to as a "Sale and Leaseback Transaction"), unless (a) Weatherford Parent or such Restricted Subsidiary would be entitled, pursuant to the provisions of Section 1004, to incur indebtedness secured by a Mortgage on such Principal Property without equally and ratably securing the Securities, or (b) Weatherford Parent shall (and in any such case Weatherford Parent covenants that it will) apply within 360 days of the effective date of any such Sale and Leaseback Transaction an amount equal to the fair value (as determined by its Board of Directors) of such Principal Property so leased (i) to the retirement (other than by payment at maturity or to satisfy the mandatory requirements of any sinking, purchase or analogous fund or prepayment provision) of the Securities or other Funded Indebtedness of Weatherford Parent or any Restricted Subsidiary ranking on a parity with the Securities, provided, however, that the amount to be applied to the retirement of any Funded Indebtedness as provided under this clause (i) shall be reduced by (x) the principal amount of any Securities delivered within 360 days after such sale or transfer to the Trustee for the Securities of such series for retirement and cancellation and (y) the principal amount of other Funded Indebtedness ranking on a parity with the Securities voluntarily retired by Weatherford Parent within 360 days after such sale or transfer; or (ii) to the purchase, improvement or construction of properties which are Principal Properties, provided, that if only a portion of such proceeds is designated as a credit against such purchase, improvement or construction, Weatherford Parent shall apply an amount equal to the remainder as provided in clause (i); and promptly after the expiration of such 360-day period Weatherford Parent shall have delivered to the Trustee for the Securities of such series an Officer's Certificate setting forth in reasonable detail all material facts necessary to show compliance with this subsection.

SECTION 1006. Defeasance of Certain Obligations.

Upon the Issuer's exercise of its option, if any, to have this Section 1006 applied to any Securities or any series of Securities issued by such Issuer, or if this Section 1006 shall otherwise apply to any Securities or any series of Securities issued by such Issuer, each of the Issuer and the Guarantors may omit to comply with, and shall have no liability in respect of, any term, provision or condition set forth in Sections 1004 and 1005 (and each of the Issuer and the Guarantors may omit to comply with, and shall have no liability in respect of any other provision or condition specified pursuant to Section 301(14) for such Securities) with respect to the Securities of any series whether directly or indirectly, by reason of any reference elsewhere herein to any such covenant, to any other provision herein or in any other document and such omission to comply shall not constitute a Default or Event of Default under Section 501(4) or otherwise, as the case may be; provided that the following conditions shall have been satisfied:

(1) The Issuer has deposited or caused to be irrevocably deposited (except as provided in Section 402(c) and the last paragraph of Section 1003) with the Trustee for the Securities of such series (specifying that each deposit is pursuant to this Section 1006) as trust funds in trust, specifically pledged as security for, and dedicated solely to, the benefit of the Holders of the Securities of such series, (i) money in an amount, or (ii) (except as provided in a supplemental indenture with respect to such series) if Securities of such series are not subject to repurchase at the option of such Holders, (A) U.S. Government Obligations which through the payment of interest and principal in respect thereof in accordance with their terms will provide not later than one day before the due date of any payment referred to in clause (x) or (y) of this subparagraph (1) money in an amount, or (B) a combination of the foregoing, sufficient, in the opinion of a nationally recognized firm of independent certified public accountants expressed in a written certification thereof delivered to such Trustee, to pay and discharge (x) the principal of (and premium, if any, on) and each installment of principal of (and premium, if any, on) and interest, if any, on the Outstanding Securities of such series on the Stated Maturity of such principal or installment of principal or interest or to, but excluding, the Redemption Date irrevocably designated by the Issuer pursuant to subparagraph (4) of this Section and (y) any mandatory sinking fund payments applicable to the Securities of such series on the day on which such payments are due and payable in accordance with the terms of the Indenture and of the Securities of such series;

(2) No Event of Default or event which, with notice or lapse of time or both, would become an Event of Default (including by reason of such deposit) with respect to the Securities of such series shall have occurred and be continuing on the date of such deposit;

(3) The Issuer shall have delivered to such Trustee an Opinion of Counsel to the effect that Holders of the Securities of such series will not recognize income, gain or loss for U.S. federal income tax purposes as a result of such deposit and defeasance of certain obligations and that no Event of Default or default shall have occurred and be continuing; and

(4) If the Issuer has deposited or caused to be deposited money or U.S. Government Obligations or a combination thereof (if U.S. Government Obligations, as certified in the opinion of a nationally recognized firm of independent certified public accountants) to pay or discharge the principal of (and premium, if any, on) and interest, if any, on the Outstanding Securities of a series to, but excluding, a Redemption Date on which all of the Outstanding Securities of such series are to be redeemed, such Redemption Date shall be irrevocably designated by a Board Resolution of the Issuer or delivered to such Trustee on or prior to the date of deposit of such money or U.S. Government Obligations, and such Board Resolution shall be accompanied by an irrevocable Company Request that such Trustee give notice of such redemption in the name and at the expense of the Issuer and not less than 15 nor more than 60 days prior to such Redemption Date in accordance with Section 1104.

SECTION 1007. Statement by Officer as to Default

Weatherford Parent will deliver to the Trustee for each series of Securities, on or before May 15 in each year ending after the date hereof, an Officer's Certificate (one of the signatories of which shall be the principal executive officer, principal accounting officer or principal financial officer of Weatherford Parent) stating that in the course of the performance by such signer of his or her duties as an officer of Weatherford Parent, he or she would normally have knowledge of any default (without regard to periods of grace or notice requirements) by the Issuer or the Guarantors in the performance and observance of any of their respective covenants contained in this Indenture, and stating whether or not he or she has knowledge of any such default and, if so, specifying each such default of which such signer has knowledge and the nature thereof.

Weatherford Parent covenants to deliver to the Trustee, for each series of Securities, as soon as possible and in any event within five Business Days after Weatherford Parent becomes aware of the occurrence of any Event of Default or an event which, with notice or the lapse of time or both, would constitute an Event of Default, an Officer's Certificate setting forth the details of such Event of Default or default and the action which Weatherford Parent, the Issuer and the Guarantors, as applicable, propose to take with respect thereto.

SECTION 1008. Waiver of Certain Covenants

Each of the Issuer and the Guarantors may omit in any particular instance to comply with any term, provision or condition set forth in Sections 1004 and 1005 (and each of the Issuer and the Guarantors may omit in any particular instance to comply with any term, provision or condition specified pursuant to Section 301(14) for such Securities) if before the time for such compliance the Holders of at least a majority in principal amount of the Outstanding Securities of all series affected by such omission (voting as one class) shall, by Act of such Holders, either waive such compliance in such instance or generally waive compliance with such term, provision or condition, but no such waiver shall extend to or affect such term, provision or condition except to the extent so expressly waived, and, until such waiver shall become effective, the obligations of the Issuer and the Guarantors, as the case may be, and the duties of the Trustee for the Securities of each series in respect of any such term, provision or condition shall remain in full force and effect.

SECTION 1009. Calculation of Original Issue Discount

The Issuer shall file with the Trustee for the Original Issue Discount Securities of each series promptly at the end of each calendar year (i) a written notice specifying the amount of original issue discount (including daily rates and accrual periods) accrued on the Outstanding Securities as of the end of such year and (ii) such other specific information relating to such original issue discount as may then be relevant under the Internal Revenue Code of 1986, as amended from time to time.

ARTICLE ELEVEN  
REDEMPTION OF SECURITIES

SECTION 1101. Applicability of Article.

Securities of any series which are redeemable before their Stated Maturity shall be redeemable in accordance with their terms and (except as otherwise specified as contemplated by Section 301 for Securities of any series) in accordance with this Article Eleven.

SECTION 1102. Election to Redeem; Notice to Trustee.

The election of the Issuer to redeem any Securities of any series shall be evidenced by an Officer's Certificate. In case of any redemption at the election of the Issuer of the Securities of any series, the Issuer shall, at least five Business Days prior to the date notice of redemption is required to be sent or caused to be sent pursuant to Section 1104 (unless a shorter notice shall be reasonably satisfactory to the Trustee for the Securities of such series), notify such Trustee of such Redemption Date and of the principal amount of Securities of such series to be redeemed, such notice to be accompanied by a written statement signed by an authorized officer of the Issuer stating that no defaults in the payment of interest or Events of Default with respect to the Securities of that series have occurred (which have not been waived or cured). In the case of any redemption of Securities prior to the expiration of any restriction on such redemption provided in the terms of such Securities or elsewhere in this Indenture, the Issuer shall furnish the Trustee for the Securities of such series with an Officer's Certificate evidencing compliance with such restriction.

SECTION 1103. Selection of Securities to Be Redeemed.

If less than all the Securities of any series are to be redeemed, the Securities of that series to be redeemed shall be selected by lot, on a pro rata basis or by any other method the Trustee deems to be fair and appropriate (or, in the case of Global Securities, based on the method required by the U.S. Depositary or, if it is not so required, a method that most nearly approximates a *pro rata* selection as the Trustee deems fair and appropriate), unless otherwise required by law or applicable stock exchange or depositary requirements, not more than 60 days prior to the Redemption Date by the U.S. Depositary or the Trustee, as applicable, for the Securities of such series, from the Outstanding Securities of such series not previously called for redemption. Notices of redemption may be subject to the satisfaction of one or more conditions precedent to the extent so indicated for a particular series of Securities by a Board Resolution, supplemental indenture or Officer's Certificate

Securities shall be excluded from eligibility for selection for redemption if they are identified by registration and certificate number in a written statement signed by an authorized officer of the Issuer and delivered to the Trustee for the Securities of such series at least 60 days prior to the Redemption Date as being owned of record and beneficially by, and not pledged or hypothecated by either (a) the Issuer or the Guarantors or (b) an entity specifically identified in such written statement that is an Affiliate of the Issuer or the Guarantors.

The Trustee for the Securities of such series shall promptly notify the Issuer and the Guarantors in writing of the Securities selected for redemption and, in the case of any Securities selected for partial redemption, the principal amount thereof to be redeemed.

For all purposes of this Indenture, unless the context otherwise requires, all provisions relating to the redemption of Securities shall relate, in the case of any Securities redeemed or to be redeemed only in part, to the portion of the principal amount of such Securities which has been or is to be redeemed.

SECTION 1104. Notice of Redemption.

Notice of redemption shall be given by electronic delivery or first-class mail, postage prepaid, delivered or mailed not less than 15 nor more than 60 days prior to the Redemption Date, to each Holder of Securities to be redeemed, at his or her address appearing in the Security Register or otherwise in accordance with the procedures of the U.S. Depositary.

All notices of redemption shall identify the Securities (including CUSIP numbers) to be redeemed and shall state:

- (1) the Redemption Date;
- (2) the Redemption Price;



- (3) if less than all the Outstanding Securities of any series are to be redeemed, the identification (and, in the case of partial redemption, the principal amounts) of the particular Securities to be redeemed;
- (4) that on the Redemption Date the Redemption Price will become due and payable upon each such Security to be redeemed and, if applicable, that interest thereon will cease to accrue on and after said date;
- (5) the place or places where such Securities are to be surrendered for payment of the Redemption Price;
- (6) that the redemption is for a sinking fund, if such is the case; and
- (7) any conditions precedent for the redemption or notice of redemption.

Notice of redemption of Securities to be redeemed at the election of the Issuer shall be given by the Issuer or, at the Issuer's written request and expense, by the Trustee for such Securities in the name and at the expense of the Issuer. Any redemption or notice of redemption may, at the Issuer's discretion, be subject to one or more conditions precedent.

SECTION 1105. Deposit of Redemption Price.

By no later than 10:00 A.M. New York City time on any Redemption Date, the Issuer shall deposit with the Trustee for the Securities to be redeemed or with a Paying Agent (or, if the Issuer is acting as its own Paying Agent, segregate and hold in trust as provided in Section 1003) an amount of money sufficient to pay the Redemption Price of, and (except if the Redemption Date shall be an Interest Payment Date) accrued interest on, all the Securities which are to be redeemed on that date (to the extent that such amounts are not already on deposit at such time in accordance with the provisions of Section 401, 403 or 1006).

SECTION 1106. Securities Payable on Redemption Date.

Notice of redemption having been given as aforesaid, the Securities so to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price and accrued and unpaid interest) such Securities shall cease to bear interest. Upon surrender of any such Security for redemption in accordance with said notice, such Security shall be paid by the Issuer at the Redemption Price, together with accrued and unpaid interest to, but excluding, the Redemption Date; provided, however, that installments of interest whose Stated Maturity is on or prior to the Redemption Date shall be payable to the Holders of such Securities, or one or more Predecessor Securities, registered as such at the close of business on the relevant Record Dates according to their terms and the provisions of Section 307.

If any Security called for redemption shall not be so paid upon surrender thereof for redemption, the principal (and premium, if any) shall, until paid, bear interest from the Redemption Date at the rate prescribed therefor in the Security.

SECTION 1107. Securities Redeemed in Part.

Any Security which is to be redeemed only in part shall be surrendered at a Place of Payment therefor (with, if the Issuer or the Trustee for such Security so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Issuer and such Trustee duly executed by, the Holder thereof or his or her attorney duly authorized in writing), and the Issuer shall execute, and such Trustee shall authenticate and deliver to the Holder of such Security without service charge, a new Security or Securities of the same series, and having endorsed thereon the Guarantees executed by the Guarantors of any authorized denomination as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Security so surrendered.

ARTICLE TWELVE  
SINKING FUNDS

SECTION 1201. Applicability of Article.

The provisions of this Article Twelve shall be applicable to any sinking fund for the retirement of Securities of a series except as otherwise specified as contemplated by Section 301 for Securities of such series; provided, that if any terms of such Securities shall conflict with this Article or Section 301, the terms of such Securities shall govern.

The minimum amount of any sinking fund payment provided for by the terms of Securities of any series is herein referred to as a “mandatory sinking fund payment,” and any payment in excess of such minimum amount provided for by the terms of Securities of any series is herein referred to as an “optional sinking fund payment.” If provided for by the terms of Securities of any series, the cash amount of any sinking fund payment may be subject to reduction as provided in Section 1202. Each sinking fund payment shall be applied to the redemption of Securities of any series as provided for by the terms of Securities of such series.

SECTION 1202. Satisfaction of Sinking Fund Payments with Securities.

In lieu of making all or any part of any mandatory sinking fund payment with respect to any series of Securities in cash, the Issuer may at its option (a) deliver to the Trustee for such Securities, Securities of such series theretofore purchased or otherwise acquired (except upon redemption pursuant to the mandatory sinking fund) by the Issuer or receive credit for Securities of such series (not previously so credited) theretofore purchased or otherwise acquired (except as aforesaid) by the Issuer and delivered to such Trustee for cancellation pursuant to Section 309, (b) receive credit for optional sinking fund payments (not previously so credited) made pursuant to this Section, or (c) receive credit for Securities of such series (not previously so credited) redeemed by the Issuer through any optional redemption provision contained in the terms of such series. Securities so delivered or credited shall be received or credited by such Trustee at the sinking fund redemption price specified in such Securities.

SECTION 1203. Redemption of Securities for Sinking Fund.

Not less than 60 days prior to each sinking fund payment date for any series of Securities, the Issuer will deliver to the Trustee for the Securities of such series an Officer’s Certificate (which need not contain the statements required by Section 102) stating that no defaults in the payment of interest, if any, with respect to Securities of that series and no Events of Default with respect to Securities of that series have occurred (which in either case have not been waived or cured) and (a) specifying the amount of the next ensuing sinking fund payment for that series pursuant to the terms of that series, (b) whether or not the Issuer intends to exercise its right, if any, to make an optional sinking fund payment with respect to such series on the next ensuing sinking fund payment date and, if so, the amount of such optional sinking fund payment, and (c) the portion thereof, if any, which is to be satisfied by payment of cash and the portion thereof, if any, which is to be satisfied by delivering and crediting Securities of that series pursuant to Section 1202, and will also deliver to such Trustee any Securities to be so delivered. Such written statement shall be irrevocable and upon its receipt by such Trustee the Issuer shall become unconditionally obligated to make all the cash payments or payments therein referred to, if any, on or before the next succeeding sinking fund payment date. Failure of the Issuer, on or before any such 60th day, to deliver such written statement and Securities specified in this paragraph, if any, shall not constitute a default but shall constitute, on and as of such date, the irrevocable election of the Issuer (i) that the mandatory sinking fund payment for such series due on the next succeeding sinking fund payment date shall be paid entirely in cash without the option to deliver or credit Securities of such series in respect therefor and (ii) that the Issuer will make no optional sinking fund payment with respect to such series as provided in this Section.

Not less than 30 days before each such sinking fund payment date the Securities of such series to be redeemed upon such sinking fund payment date shall be redeemed in the manner specified in Section 1103 and the Trustee shall cause notice of the redemption thereof to be given in the name of and at the expense of the Issuer in the manner provided in Section 1104. Such notice having been duly given, the redemption of such Securities shall be made upon the terms and in the manner stated in Sections 1105, 1106 and 1107.

The Trustee for any series of Securities shall not redeem or cause to be redeemed any Security of such series with sinking fund moneys or deliver or mail any notice of redemption of Securities of such series by operation of the sinking fund during the continuance of a default in payment of interest with respect to Securities of that series or an Event of Default with respect to the Securities of that series, except that, where the delivery or mailing of notice of redemption of any Securities shall theretofore have been made, such Trustee shall redeem or cause to be redeemed such Securities; provided, that it shall have received from the Issuer a sum sufficient for such redemption. Except as aforesaid, any moneys in the sinking fund for such series at the time when any such default or Event of Default, shall occur, and any moneys thereafter paid into the sinking fund, shall, during the continuance of such default or Event of Default, be deemed to have been collected under Article Five and held for the payment of all such Securities. In case such Event of Default shall have been waived as provided in Section 513 or the default or Event of Default cured on or before the 60th day preceding the sinking fund payment date, such moneys shall thereafter be applied on the next succeeding sinking fund payment date in accordance with this Section to the redemption of such Securities.

#### ARTICLE THIRTEEN GUARANTEE

##### SECTION 1301. Guarantee.

(a) Subject to the provisions of this Article Thirteen and for good and valuable consideration, the receipt of which is hereby acknowledged, each of the Guarantors hereby jointly and severally, fully and unconditionally guarantees to each Holder of a Security of each series authenticated and delivered by the Trustee for such Securities hereunder and to such Trustee for itself and on behalf of each such Holder, the due and punctual payment of principal of (and premium, if any, on) and interest on the Securities when and as the same shall become due and payable, whether at the Stated Maturity, by declaration of acceleration, call for redemption or otherwise, and all other amounts owed under this Indenture, according to the terms thereof and of this Indenture. In case of the failure of the Issuer promptly to make any such payment of principal (and premium, if any, on) or interest, the Guarantors hereby agree to make any such payment to be made promptly when and as the same shall become due and payable, whether at the Stated Maturity or by declaration of acceleration, call for redemption or otherwise, and as if such payment were made by the Issuer.

(b) The Guarantors hereby agree that their obligations hereunder shall be as if they were principal debtor and not merely surety, and shall be absolute and unconditional, joint and several, irrespective of, and shall be unaffected by any failure to enforce the provisions of such Security or this Indenture, or any waiver, modification or indulgence granted to the Issuer with respect thereto, by the Holder of such Security or the Trustee for the Securities of such series or any other circumstance which may otherwise constitute a legal or equitable discharge of a surety or guarantor; provided, however, that, notwithstanding the foregoing, no such waiver, modification or indulgence shall, without the consent of the Guarantors increase the principal amount of such Security, or increase the interest rate thereon, or increase any premium payable upon redemption thereof, or alter the Stated Maturity thereof, or increase the principal amount of any Original Issue Discount Security that would be due and payable upon a declaration of acceleration or the maturity thereof pursuant to Article Five of this Indenture. Each Guarantor hereby waives diligence, presentment, demand of payment, filing of claims with a court in the event of merger or bankruptcy of the Issuer, any right to require a proceeding first against the Issuer, protest or notice with respect to such Security or the indebtedness evidenced thereby or with respect to any sinking fund or analogous payment required under such Security and all demands whatsoever, and covenants that the Guarantee of such Guarantor will not be discharged except by payment in full of the principal of (and premium, if any, on) and interest on such Security or as otherwise set forth in this Indenture; provided, that if any Holder or the Trustee is required by any court or otherwise to return to the Issuer, the Guarantors or any custodian, trustee, liquidator or other similar official acting in relation to either the Issuer or the Guarantors any amount paid either to the Trustee or such Holder, the Guarantee, to the extent theretofore discharged, shall be reinstated in full force and effect.

(c) The Guarantors shall be subrogated to all rights of the Holder of such Security and the Trustee for the Securities of such series against the Issuer in respect of any amounts paid to such Holder by the Guarantors pursuant to the provisions of this Guarantee; provided, however, that the Guarantors shall not be entitled to enforce or to receive any payments arising out of or based upon such right of subrogation until the principal of (and premium, if any, on) and interest on all Securities of the same series issued under the Indenture shall have been paid in full.

SECTION 1302. Execution and Delivery of Guarantee.

Each Guarantee to be endorsed on the Securities of each series shall include the terms of the Guarantee set forth in Section 1301 and any other terms that may be set forth in the form established pursuant to Section 206 with respect to such series. Each Guarantor hereby agrees to execute a Guarantee, in a form established pursuant to Section 206, to be endorsed on each Security authenticated and delivered by the Trustee for the Securities of such series.

Each Guarantee shall be executed in accordance with Section 303. The delivery of any Security by the Trustee for the Securities of such series, after the authentication thereof hereunder, shall constitute due delivery of the Guarantees endorsed thereon on behalf of the Guarantors. Each Guarantor hereby agrees that its Guarantee set forth in Section 1301 shall remain in full force and effect notwithstanding any failure to endorse a Guarantee on any Security.

SECTION 1303. Notice to Trustee.

Each Guarantor shall give prompt written notice to the Trustee for the Securities of such series of any fact known to such Guarantor which prohibits the making of any payment to or by such Trustee in respect of the Guarantee pursuant to the provisions of this Article Thirteen other than any agreement in effect on the date hereof.

SECTION 1304. This Article Not to Prevent Events of Default.

The failure to make a payment on account of principal of (and premium, if any, on) or interest on the Securities by reason of any provision of this Article Thirteen will not be construed as preventing the occurrence of an Event of Default.

SECTION 1305. Amendment, Etc.

No amendment, modification or waiver of any provision of this Indenture relating to the Guarantors or consent to any departure by a Guarantor or any other Person from any such provision will in any event be effective unless it is signed by such Guarantor and the Trustee for the Securities of such series.

SECTION 1306. Limitation on Liability.

With respect to each Guarantor, the obligations of such Guarantor hereunder will be limited to the maximum amount, as will not result in the obligations of such Guarantor under its Guarantee constituting a fraudulent conveyance or fraudulent transfer, after giving effect to all other relevant liabilities of such Guarantor.

SECTION 1307. Limitation on Liability - Ireland.

Notwithstanding anything to the contrary indicated in this Indenture or in any Guarantee, the obligations of any Guarantor incorporated under the laws of Ireland pursuant to any Guarantee shall exclude any obligation to the extent it would result in the relevant obligation:

- (a) constituting unlawful financial assistance within the meaning of Section 82 of the Companies Act 2014 of Ireland (as amended); or
- (b) constituting a breach of Section 239 of the Companies Act 2014 of Ireland (as amended).

*[Remainder of page left intentionally blank.]*

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

WEATHERFORD INTERNATIONAL PLC

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

WEATHERFORD INTERNATIONAL LTD.

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

WEATHERFORD INTERNATIONAL, LLC

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

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

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

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

KING &amp; SPALDING

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1100 Louisiana  
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Houston, TX 77002  
www.kslaw.com

June 15, 2022

Weatherford International plc  
2000 St. James Place  
Houston, Texas 77056

Ladies and Gentlemen:

We have acted as United States counsel to Weatherford International plc, a public limited company incorporated under the laws of Ireland (“**Weatherford Ireland**”), Weatherford International Ltd., a Bermuda exempted company (“**Weatherford Bermuda**”), and Weatherford International, LLC, a Delaware limited liability company (“**Weatherford Delaware**” and, together with Weatherford Ireland and Weatherford Bermuda, the “**Companies**”), in connection with the Registration Statement on Form S-3 (the “**Registration Statement**”) being filed by the Companies with the Securities and Exchange Commission (the “**Commission**”) under the Securities Act of 1933, as amended (the “**Securities Act**”), relating to: (i) ordinary shares of Weatherford Ireland with a nominal value of U.S. \$0.001 per share (the “**Ordinary Shares**”); (ii) options of Weatherford Ireland to purchase Ordinary Shares (the “**Options**”); (iii) warrants of Weatherford Ireland to purchase Ordinary Shares (the “**Warrants**”); (iv) debt securities (the “**Debt Securities**”) issued by any of Weatherford Bermuda and/or Weatherford Delaware (as applicable, the “**Issuer**”); (v) guarantees of Weatherford Ireland, Weatherford Bermuda and Weatherford Delaware, as the case may be (the “**Guarantors**”), to be issued in connection with the Debt Securities (the “**Guarantees**”); (vi) contracts for the purchase and sale of Ordinary Shares (the “**Share Purchase Contracts**”); (vii) share purchase units of Weatherford Ireland (the “**Share Purchase Units**”), consisting of a Share Purchase Contract and Debt Securities (which may include Guarantees thereof) or debt obligations of third parties, including U.S. Treasury securities; and (viii) Ordinary Shares that may be issued upon exercise, exchange or conversion of Options, Warrants or Share Purchase Contracts, whichever is applicable. The Ordinary Shares, the Options, the Warrants, the Debt Securities, the Guarantees, the Share Purchase Contracts, and the Share Purchase Units are hereinafter referred to collectively as the “**Securities**” and the Options, Warrants, the Debt Securities, the Guarantees, the Share Purchase Contracts, and the Share Purchase Units are hereinafter referred to collectively as the “**Covered Securities**.” The Securities may be issued and sold or delivered from time to time as set forth in the Registration Statement, any amendment thereto, the prospectus contained therein (the “**Prospectus**”) and supplements to the Prospectus pursuant to Rule 415 under the Securities Act for an indeterminate number of securities and/or aggregate offering price.

The Options will be issued under one or more option agreements (each an “**Option Agreement**”), between Weatherford Ireland and an option agent to be named therein (“**Option Agent**”). The Warrants will be issued under one or more warrant agreements (each, a “**Warrant Agreement**”), between Weatherford Ireland and a warrant agent to be named therein (a “**Warrant Agent**”). The Debt Securities and any Guarantees thereof will be issued under an Indenture (the “**Indenture**”), among the Companies and Deutsche Bank Trust Company Americas, as Trustee (the “**Trustee**”). The Share Purchase Contracts will be issued pursuant to one or more purchase contract agreements (each, a “**Purchase Contract Agreement**”), between Weatherford Ireland and a purchase contract agent to be named therein (the “**Purchase Contract Agent**”). The Share Purchase Units will be issued pursuant to a unit agreement (each, a “**Unit Agreement**”), among the issuer party thereto, any guarantors party thereto and a unit agent to be named therein (the “**Unit Agent**”). The Option Agreements, Warrant Agreements, the Indenture, the Purchase Contract Agreements, and the Unit Agreements are hereinafter referred to collectively as the “**Transaction Agreements**.”

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We have examined the Registration Statement and the form of Indenture, which is being filed with the Commission as an exhibit to the Registration Statement. We also have examined the originals, or duplicates or certified or conformed copies, of such records, agreements, documents and other instruments and have made such other investigations as we have deemed relevant and necessary in connection with the opinions hereinafter set forth. As to questions of fact material to this opinion, we have relied upon certificates or comparable documents of public officials and of officers and representatives of the Companies.

In rendering the opinions set forth below, we have assumed the genuineness of all signatures, the legal capacity of natural persons, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as duplicates or certified or conformed copies, and the authenticity of the originals of such latter documents. We also have assumed that: (1) at the time of execution, countersignature, issuance and delivery of any Options or Warrants, the related Option Agreement or Warrant Agreement will be the valid and legally binding obligation of each Option Agent or Warrant Agent, as applicable, and any other parties thereto (other than Weatherford Ireland); (2) at the time of execution, authentication, issuance and delivery of the Debt Securities, the Indenture will be the valid and legally binding obligation of the Trustee and any other parties thereto (other than the Companies); (3) at the time of execution, issuance and delivery of the Share Purchase Contracts, the related Purchase Contract Agreement will be the valid and legally binding obligation of the Purchase Contract Agent and any other parties thereto (other than Weatherford Ireland); and (4) at the time of execution, countersignature, issuance and delivery of the Share Purchase Units, the related Unit Agreement will be the valid and legally binding obligation of the Unit Agent and any other parties thereto (other than the Companies).

We have assumed further that (1) at the time of execution, countersignature, issuance and delivery by them of any applicable Transaction Agreements and the issuance by them of any Securities, each of the Companies will continue to be validly existing and in good standing under the law of its jurisdiction of organization, (2) at the time of execution, authentication, countersignature, issuance and/or delivery of the Covered Securities, the applicable Transaction Agreements will continue to have been duly authorized, executed and delivered by each Company party thereto in accordance with its organizational documents and the law of its jurisdiction of organization, (3) execution, delivery, issuance and performance by each Company of the Covered Securities and the applicable Transaction Agreements (including any supplements or amendments thereto) do not and will not constitute a breach or violation of its organizational documents or the law of its jurisdiction of organization or any other applicable laws or regulation or any judgement, injunction order or decree, (4) execution, delivery, issuance and performance by each Company of the Covered Securities and the applicable Transaction Agreements do not and will not constitute a breach or violation of, or require any consent to be obtained under, any agreement or instrument that is binding upon any Company, and (5) any Securities issuable upon exercise, exchange or conversion of any Security being offered or issued will be duly authorized, created and, if appropriate, reserved for issuance upon such exercise, exchange or conversion.

Based upon the foregoing, and subject to the qualifications, assumptions and limitations stated herein, we are of the opinion that:

1. With respect to the Options, assuming (a) the taking of all necessary corporate action by the Board of Directors of Weatherford Ireland, a duly constituted and acting committee of such Board of Directors or duly authorized officers of Weatherford Ireland (such Board of Directors, committee or authorized officers being referred to herein as the “**Weatherford Ireland Board**”), to approve the issuance and terms of the Options, the terms of the offering thereof and related matters and the execution and delivery of the related Option Agreement and (b) the due execution, countersignature, issuance and delivery of such Options, upon payment of the consideration for such Option provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Weatherford Ireland Board and otherwise in accordance with the provisions of the applicable Option Agreement and such agreement, such Options will constitute valid and legally binding obligations of Weatherford Ireland, enforceable against Weatherford Ireland in accordance with their terms. The Options covered by the opinion in this paragraph include any Options that may be issued pursuant to the terms of any other Securities.

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2. With respect to the Warrants, assuming (a) the taking of all necessary corporate action by the Weatherford Ireland Board to approve the issuance and terms of the Warrants, the terms of the offering thereof and related matters and the execution and delivery of the related Warrant Agreement and (b) the due execution, countersignature, issuance and delivery of such Warrants, upon payment of the consideration for such Warrants provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Weatherford Ireland Board and otherwise in accordance with the provisions of the applicable Warrant Agreement and such agreement, such Warrants will constitute valid and legally binding obligations of Weatherford Ireland, enforceable against Weatherford Ireland in accordance with their terms. The Warrants covered by the opinion in this paragraph include any Warrants that may be issued pursuant to the terms of any other Securities.
  3. With respect to the Debt Securities, assuming (a) the taking of all necessary corporate or company action to approve the issuance and terms of any Debt Securities, the terms of the offering thereof and related matters by the board of directors, members, board of managers or equivalent governing body of the applicable Issuer, a duly constituted and acting committee of such governing body, or duly authorized officers of such Issuer (such board of directors, members, board of managers or equivalent governing body, committee or authorized officers being referred to herein as the “**Issuer Board**”) and (b) the due execution, authentication, issuance and delivery of such Debt Securities, upon payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by such Issuer Board and otherwise in accordance with the provisions of the Indenture and such agreement, such Debt Securities will constitute valid and legally binding obligations of such Issuer, enforceable against such Issuer in accordance with their terms.
  4. With respect to the Guarantees, assuming (a) the taking of all necessary corporate or company action to approve the issuance and terms of the Guarantees and related matters by the board of directors, members, board of managers or equivalent governing body of such applicable Guarantor, a duly constituted and acting committee of such governing body or duly authorized officers of each applicable Guarantor (such board of directors, members, board of managers or equivalent governing body, committee or authorized officers being referred to herein as the “**Guarantor Board**”), (b) the due execution, authentication, issuance and delivery of the Debt Securities underlying such Guarantees, upon payment of the consideration for such Debt Securities provided for in the applicable definitive purchase, underwriting or similar agreement approved by the applicable Guarantor Board and otherwise in accordance with the provisions of the Indenture and such agreement and (c) the due execution, issuance and delivery of such Guarantees, such Guarantees will constitute valid and legally binding obligations of such Guarantors, enforceable against such Guarantors in accordance with their terms.
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5. With respect to the Share Purchase Contracts, assuming (a) the taking of all necessary corporate action by Weatherford Ireland Board to approve the issuance and terms of the Share Purchase Contracts, the terms of the offering thereof and related matters and the execution and delivery of the related Purchase Contract Agreement and (b) the due execution, issuance and delivery of such Share Purchase Contracts, upon payment of the consideration for such Share Purchase Contracts provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Weatherford Ireland Board and otherwise in accordance with the provisions of the applicable Purchase Contract Agreement and such agreement, the Share Purchase Contracts will constitute valid and legally binding obligations of Weatherford Ireland, enforceable against Weatherford Ireland in accordance with their terms.
6. With respect to the Share Purchase Units, assuming (a) the taking of all necessary corporate or company action by the board of directors, members, board of managers or equivalent governing body of such applicable Company, a duly constituted and acting committee of such governing body or duly authorized officers of each applicable Company (such board of directors, members, board of managers or equivalent governing body, committee or authorized officers being referred to herein as the “**Weatherford Entity Board**”) to authorize and approve (1) the issuance and terms of the Share Purchase Units, the terms of the offering thereof and related matters, (2) the due execution and delivery of the Purchase Contract Agreement with respect to the Share Purchase Contracts that are a component of the Share Purchase Units and (3) the issuance and terms of the Debt Securities (and the Guarantees thereof) that are a component of the Share Purchase Units and (b) the due execution, authentication, in the case of such Debt Securities (and the Guarantees thereof), issuance and delivery of (1) the Share Purchase Units, (2) such Share Purchase Contracts and (3) such Debt Securities (and the Guarantees thereof), in each case upon the payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by each applicable Weatherford Entity Board and in accordance with the provisions of the applicable Purchase Contract Agreement, in the case of such Share Purchase Contracts, and the Indenture, in the case of Debt Securities, such Share Purchase Units will constitute valid and legally binding obligations of the applicable Company, enforceable against Weatherford Ireland in accordance with their terms.

Our opinions set forth in paragraphs 1 through 6 above are subject to the effects of (i) bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors’ rights generally, (ii) general equitable principles (whether considered in a proceeding in equity or at law), (iii) an implied covenant of good faith and fair dealing and (iv) to the effects of the possible judicial application of foreign laws or foreign governmental or judicial action affecting creditors’ rights.

We do not express any opinion herein concerning any law other than the law of the State of New York and the federal laws of the United States, and no opinion is expressed with respect to the laws of any other jurisdiction or any effect that such laws may have on the opinions expressed herein. This opinion is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated herein.

This opinion is given as of the date hereof, and we assume no obligation to advise you after the date hereof of facts or circumstances that come to our attention or changes in law that occur which could affect the opinions contained herein. This opinion is being rendered for the benefit of the Companies in connection with the matters addressed herein.

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We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement and to the use of our name under the caption “Legal Matters” in the Prospectus included in the Registration Statement. In giving such consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act.

Very truly yours,

/s/ King & Spalding LLP

KING & SPALDING LLP

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**Private and Confidential**

Our ref  
FBO/SCC 661725-51

15 June 2022

Dear Sirs

**Registration Statement on Form S-3**

We have acted as Irish counsel to Weatherford International plc, a public limited company incorporated under the laws of Ireland (company number 540406) ("**Weatherford Ireland**") in connection with its filing (together with Weatherford International Ltd., an exempted company incorporated under the laws of Bermuda ("**Weatherford Bermuda**") and Weatherford International, LLC, a limited liability company incorporated under the laws of Delaware ("**Weatherford Delaware**", and together with Weatherford Ireland and Weatherford Bermuda, the "**Registrants**")), on the date hereof, of a registration statement on Form S-3 (the "**Registration Statement**") under the U.S. Securities Act of 1933, as amended (the "**Securities Act**") with the U.S. Securities Exchange Commission (the "**Commission**"). Pursuant to the Registration Statement, the Registrants will register, under the Securities Act, an indeterminate number of the following: (a) ordinary shares of \$0.001 each (nominal value) in the capital of Weatherford Ireland ("**Ordinary Shares**"); (b) options and warrants to purchase Ordinary Shares ("**Options**"); (c) debt securities of Weatherford Bermuda and Weatherford Delaware (either together or separately) ("**Debt Securities**"); (d) the related guarantees of Debt Securities (the "**Guarantees**"); (e) share purchase contracts representing contracts obligating holders to purchase from Weatherford Ireland and Weatherford Ireland to sell to holders a specific number of Ordinary Shares at a future date or dates ("**Share Purchase Contracts**"); and (f) share purchase units consisting of a Share Purchase Contract and either Debt Securities or debt obligations of third parties, including United States Treasury securities, securing the holder's obligations to purchase Ordinary Shares under a Share Purchase Contract ("**Share Purchase Units**" and together with Ordinary Shares, Options, Debt Securities and Share Purchase Contracts, the "**Securities**").

Managing Partner: Michael Jackson – Chairperson: Tara Doyle – Partners: Sharon Daly, Ruth Hunter, Tony O’Grady, Anne-Marie Bohan, Patrick Spicer, Turlough Galvin, Patrick Molloy, George Brady, Robert O’Shea, Joseph Beaslet, Dualla Counihan, Deirdre Dunne, Feiguis Bolster, Christian Donagh, Bryan Dunne, Shane Hogan, Nicola Dunleavy, Julie Murphy-O’Connor, Mark O’Sullivan, Brian Doran, John Gill, Joe Duffy, Pat English, Shay Lydon, Aiden Fahy, Niamh Counihan, Gerry Thornton, Liam Collins, Darren Maher, Michael Byrne, Philip Lovegrove, Rebecca Ryan, Catherine O’Meara, Elizabeth Grace, Deirdre Cummins, Alan Keating, Alma Campion, Brendan Colgan, Garret Farrelly, Rhona Henry, April McClements, Gráinne Dever, Oisín McClenaghan, Rory McPhillips, Michelle Ridge, Sally-Anne Stone, Matthew Broadstock, Emma Doherty, Leonie Dunne, Stuart Kennedy, Brian McCloskey, Madeline McDonnell, Barry O’Connor, Donal O’Donovan, Karen Reynolds, Kevin Smith, Deirdre Kilroy, Michael Hastings, Barry McGettrick, Kate McKenna, Donal O’Byrne, David O’Mahony, Russell Rochford, Gráinne Callanan, Geraldine Carr, Brian Doherty, Richard Kelly, Yvonne Mcweeney, Máiréad Ní Ghabhainn, Vahan Tchakalian, Kieran Trant, Doreen Crowley, Philip Tully, David Jones, Kimberley Masuda, Suzanne McMenamin, David Fitzgibbon, Cillian O’Boyle, Angela Brennan, Louise Dobbyn, Catriona Cole, Paul Carroll, Stephen Gardiner, Caroline Austin, Sandra Lord, Caroline Kearns, Rory O’Keeffe, Davinia Brennan, Tomas Bailey, Ailbhe Dennehy, William Foot, Kevin Gahan, Anthony Gaskin, Sarah Jayne Hanna, Elaine Long, Vincent McConnon, Justine Sayers, Sean Scally, Calum Warren, Daniel Pear, Carlo Salozzo – Tax Principal: Catherine Galvin – Senior Tax Principal: John Ryan – General Counsel: Dermot Powell

Dublin Cork London New York Palo Alto San Francisco

www.matheson.com

Debt Securities will be issued under a form of indenture filed with the Commission as an exhibit to the Registration Statement, which is to be entered into among Weatherford Ireland, Weatherford Bermuda, Weatherford Delaware and Deutsche Bank Trust Company Americas (the "**Indenture**"), as supplemented, from time to time, by one or more duly authorised, executed and lawful supplemental indenture(s).

In connection with this Opinion, we have reviewed the corporate resolutions, records and other documents and searches listed in Schedule 1 to this Opinion (the "**Documents**").

Based on the foregoing, and subject to the assumptions, qualification and limitations set out in Schedule 2, Schedule 3 and elsewhere in this Opinion, we are of the opinion that:

- 1 Weatherford Ireland is a public limited company, duly incorporated and validly existing under the laws of Ireland;
- 2 Ordinary Shares (including any Ordinary Shares issued pursuant to Options, Share Purchase Contracts or Share Purchase Units), when issued in accordance with all necessary corporate action of Weatherford Ireland (including a valid resolution of the board of directors of Weatherford Ireland or a duly appointed committee thereof), the provisions of Weatherford Ireland's constitution and any applicable prospectus or prospectus supplement, and subject to receipt by Weatherford Ireland of the full consideration payable therefor, will be validly issued, fully-paid and non-assessable ("**non-assessable**" is a phrase which has no defined meaning under Irish law, but, for the purposes of this Opinion, shall mean that the registered holders of shares are not subject to calls for additional payments on such shares);
- 3 Weatherford Ireland has the requisite power and authority under its constitution to enter into the Indenture and to perform its obligations thereunder and, if duly authorised by a valid resolution of the board of directors of Weatherford Ireland or a duly appointed committee thereof (and provided they are given in accordance with the terms of the Indenture, as supplemented by any duly authorised and executed supplemental indenture(s)), to give Guarantees of Debt Securities; and
- 4 Weatherford Ireland has the requisite power and authority under its constitution, if duly authorised by a valid resolution of the board of directors of Weatherford Ireland or a duly appointed committee thereof, to issue Share Purchase Contracts and Share Purchase Units, provided that any Debt Securities issued as part of Share Purchase Units are issued in accordance with the terms of the Indenture, as supplemented by any duly authorised, executed and lawful supplemental indenture(s).

This Opinion is based upon, and limited to, the laws of Ireland in effect on the date hereof and is based on legislation published and cases fully reported before that date and our knowledge of the facts relevant to the opinions contained herein. We have assumed, without enquiry, that there is nothing in the laws of any jurisdiction other than Ireland which would, or might, affect our opinions as stated herein. We have made no investigations of, and we express no opinion on, the laws of any jurisdiction other than Ireland, or the effect thereof. This Opinion is expressed as of the date hereof and we assume no obligation to update this Opinion.

This Opinion is furnished to you and the persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act strictly for use in connection with the Registration Statement and may not be relied upon by any other person without our prior written consent. This Opinion is confined strictly to the matters expressly stated herein and is not to be read as extending, by implication or otherwise, to any other matter.

We hereby consent to the filing of this Opinion as Exhibit 5.2 to the Registration Statement and to the reference to Matheson under the caption "Legal Matters" in the prospectus constituting a part of the Registration Statement. In giving such consent, we do not admit that we are included 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.

This Opinion and the opinions given in it are governed by, and shall be construed in accordance with, the laws of Ireland.

Yours faithfully

/s/ Matheson

**MATHESON**

**Schedule 1**

**The Documents**

1. Copies of the certificate of incorporation, certificate of incorporation on change of name and certificate of incorporation on re-registration as a public limited company of Weatherford Ireland, dated 3 March 2014, 20 March 2014 and 29 May 2014, respectively.
2. Copy constitution of Weatherford Ireland, comprised of its memorandum and articles of association, adopted on 10 December 2019.
3. Copy resolutions of the board of directors of Weatherford Ireland passed on 13 June 2022.
4. The final form of Registration Statement, including the prospectus contained therein, to be filed with the Commission.
5. The final form of Indenture to be filed with the Commission as an exhibit to the Registration Statement.
6. Searches carried out by independent law researchers on our behalf against Weatherford Ireland on 13 June 2022 in (a) the Index of Petitions and Winding-up Notices maintained at the Central Office of the High Court of Ireland; (b) the Judgments' Office of the Central Office of the High Court of Ireland; and (c) the Irish Companies Registration Office in Dublin (the "**Companies Registration Office**") (the "**Searches**").
7. An omnibus secretary's certificate dated 15 June 2022.

## Schedule 2

## Assumptions

For the purposes of this Opinion, we have assumed:

1. The truth and accuracy of the contents of the Documents as to factual matters, but have made no independent investigation regarding such factual matters.
2. All signatures, initials, seals and stamps contained in, or on, the Documents submitted to us are genuine.
3. All Documents submitted to us as originals are authentic and complete and all Documents submitted to us as copies (including without limitation any document submitted to us as a .pdf, or any other format, attachment to an email) are complete and conform to the originals of such Documents, and the originals of such Documents are authentic and complete.
4. The Indenture will be executed by all parties in the final form we have examined for the purposes of this Opinion.
5. The terms of any supplemental indenture to the Indenture will be duly authorised, executed and delivered by all parties thereto (including Weatherford Ireland) and no such supplemental indenture will contain a term or other provision that would render the Indenture or the offer, sale, issuance, admission to trading and / or listing of Debt Securities (including Debt Securities the subject of Share Purchase Units) or the giving of Guarantees thereunder unlawful under the constitution of Weatherford Ireland or the applicable laws of any jurisdiction, including Ireland.
6. Each party to the Documents (other than Weatherford Ireland) has, and shall continue to have, the due and requisite capacity, power and authority to enter into, execute and perform its obligations under the Documents to which it is, or shall become, a party, and the Documents are, and will not become, subject to avoidance by any person under all applicable laws in any applicable jurisdictions (other than, in the case of the Weatherford Ireland, the laws of Ireland and the jurisdiction of Ireland).
7. All Documents dated on or prior to the date hereof and on which we have expressed reliance have not been revoked or amended and remain accurate.
8. The resolutions of the board of directors of Weatherford Ireland on which we have expressed reliance have not been amended or rescinded and are in full force and effect.
9. Weatherford Ireland will derive a commercial benefit from entering into the Indenture, any supplemental indenture(s) and any other document referred to in, or contemplated by, the Registration Statement (including the prospectus contained therein and any prospectus supplement) and issuing Securities or giving Guarantees thereunder commensurate with the obligations undertaken by it thereunder.
10. At the time of the allotment of any Ordinary Shares (including upon the grant or issuance of any rights or securities conferring rights to be allotted, or which are convertible into, Ordinary Shares ("**Convertible Rights**"), including Options, Share Purchase Contracts and Share Purchase Units), Weatherford Ireland will have a sufficient number of authorised but unissued Ordinary Shares in its share capital (being at least equal to the number of Ordinary Shares the subject of such allotment). For the avoidance of doubt, an "allotment" includes an agreement to allot Ordinary Shares.

11. At the time of the allotment of any Ordinary Shares (including upon the grant or issuance of any Convertible Right, including Options, Share Purchase Contracts and Share Purchase Units), to the extent required: (a) the directors of Weatherford Ireland will, in accordance with section 1021 of the Companies Act 2014 of Ireland (the “**Companies Act**”), have been generally and unconditionally authorised by the shareholders of Weatherford Ireland to allot a sufficient number of “relevant securities” (within the meaning of that section), being at least equal to the number of Ordinary Shares the subject of such allotment (including upon the grant or issuance of a Convertible Right); and (b) the directors of Weatherford Ireland will, in accordance with section 1023 of the Companies Act, have been empowered by the shareholders of Weatherford Ireland to allot such Ordinary Shares or to grant or issue such Convertible Rights as if section 1022(1) of the Companies Act did not apply to such allotment (including upon the grant or issuance of a Convertible Right).
12. Where treasury shares are being re-issued, the maximum and minimum prices of re-issue shall have been determined in advance at a general meeting of Weatherford Ireland in accordance with the requirements of section 1078 of the Companies Act.
13. No Ordinary Share will be allotted and issued for less than its nominal value, and no Ordinary Share will be allotted and issued for consideration other than cash save in accordance with the provisions of sections 1027, 1028 and 1029 of the Companies Act.
14. No Ordinary Share will be allotted and issued: (a) for consideration of an undertaking from any person that he, she or another will do work or perform services for Weatherford Ireland or for any other person; (b) 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 (c) for other consideration which, from time to time, is not considered good or adequate consideration.
15. An Ordinary Share shall be issued by the entry of the name of the registered holder thereof in the register of members of Weatherford Ireland confirming that such Ordinary Share has been issued fully paid-up.
16. Weatherford Ireland shall not, by virtue of or in connection with any Securities to be allotted and issued by it or the giving of any Guarantees, give any financial assistance, as contemplated by sections 82 and 1043 of the Companies Act for the purpose of any acquisition of shares in the capital of Weatherford Ireland or any company which, from time to time, is the holding company of Weatherford Ireland, save as permitted by, or pursuant to an exemption to, the said sections 82 and 1043.
17. Weatherford Ireland and any other entity whose obligations are guaranteed by it under the Indenture or any supplemental indenture(s) together comprise a “group” for the purposes of section 243 of the Companies Act and any person that subsequently becomes an issuer or a guarantor under the Indenture or any supplemental indenture(s) will also be a member of such group.
18. In approving the issue and sale of any Securities or the giving of any Guarantee, there shall be no intent by the directors and / or any duly authorised officer of Weatherford Ireland acting under delegated authority to give a creditor a preference which could be deemed to be an unfair preference in accordance with section 604 of the Companies Act.



19. The obligations expressed to be assumed by each party to the Indenture are legal, valid, binding and enforceable obligations under all applicable laws and in all applicable jurisdictions, other than, in the case of Weatherford Ireland, the laws of Ireland and the jurisdiction of Ireland and any obligations expressed to be assumed by each party to any supplemental indenture(s) will be legal, valid, binding and enforceable obligations under all applicable laws and in all applicable jurisdictions, including the laws of Ireland and the jurisdiction of Ireland.
20. If any obligation of any of the parties under the Indenture or any supplemental indenture(s) is to be performed in any jurisdiction other than Ireland, its performance will not be illegal or ineffective by virtue of the law of that jurisdiction and there are no provisions of the laws or public policy of any jurisdiction outside Ireland which would be contravened by the execution or performance of the Indenture or any supplemental indenture(s) or which would render their performance ineffective by virtue of the laws of that jurisdiction.
21. The Indenture, any supplemental indenture(s) and the transactions contemplated thereby and the payments to be made thereunder are not and will not be affected by any financial restrictions or sanctions arising from orders made by the Irish Minister for Finance under the Financial Transfers Act 1992 of Ireland and/or section 42 of the Criminal Justice (Terrorist Offences) Act 2005 of Ireland or the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 of Ireland.
22. All authorisations, approvals, licences, exemptions or consents of governmental or regulatory authorities, including Ireland, with respect to the agreements or arrangements referred to in the Registration Statement (including the prospectus contained therein and any prospectus supplement) or with respect to the issue, offer or sale of any Securities or the giving of any Guarantees have been, or will be, obtained and are, or will be, in full force and effect, all Securities and Guarantees will conform with the descriptions contained in the Registration Statement (including the prospectus contained therein and any prospectus supplement) and, subject to such changes as may be required in order to comply with any requirement of Irish law, the selling restrictions contained in the Registration Statement (including the prospectus and any supplemental prospectus) have been and will, at all times, be observed and Weatherford Ireland will otherwise comply with the terms of any other lawful agreements relating to the issue, sale and/or offer of any Securities or the giving of any Guarantees.
23. The creation, issuance, offering or sale, including the marketing, of any Securities or the giving of any Guarantees will be made, effected and conducted in accordance with and will not otherwise violate any applicable laws and regulations of any jurisdiction, including Ireland, or supra-national authority, including, without limitation: (a) the securities laws and regulations of any jurisdiction or supra-national authority which impose any restrictions, or mandatory requirements, in relation to the offering or sale of securities to the public in any jurisdiction, including the obligation to prepare a prospectus or registration document relating to any securities; and (b) any requirement or restriction imposed by any court, governmental body or supra-national authority having jurisdiction over Weatherford Ireland or the members of their group.
24. That: (a) Weatherford Ireland will be fully solvent at the time of and immediately following the issue of any Securities or the giving of any Guarantees; (b) no resolution or petition for the appointment of a liquidator or examiner will be passed or presented prior to the issue of any Securities or the giving of any Guarantees; (c) no receiver will have been appointed in relation to any of the assets or undertaking of Weatherford Ireland prior to the issue of any Securities or the giving of any Guarantees; and (d) no composition in satisfaction of debts, scheme of arrangement, or compromise or arrangement with creditors or members (or any class of creditors or members) will be proposed, sanctioned or approved in relation to Weatherford Ireland prior to the issue of any Securities or the giving of any Guarantees.

25. The information disclosed by the Searches was accurate and complete as of the date the Searches were made and has not been altered, and the Searches did not fail to disclose any information which had been delivered for registration but which 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. No additional matters would have been disclosed by searches being carried out since that time.
26. No proceedings have been or will be instituted or injunction granted against Weatherford Ireland to restrain it from issuing any Securities or giving any Guarantees and the issue or giving of same would not be contrary to any state, government, court, state or quasi-governmental agency, licencing authority, local or municipal government body or regulatory authority's order, direction, guideline, recommendation, decision, licence or requirement.
27. The absence of fraud and the presence of good faith on the part of all parties to the Indenture, any supplemental indenture(s) and any other relevant documents and their respective officers, employees, agents and advisors.

## Schedule 3

## Qualifications

The opinions in this Opinion are subject to the following qualifications:

1. A search at the Companies Registration Office is not conclusively capable of revealing whether or not a winding up petition or a petition for the appointment of an examiner, receiver or liquidator has been presented or a resolution passed for the winding up of Weatherford Ireland. A search on the Index of Petitions and Winding-up Notices maintained at the Central Office of the High Court of Ireland is not capable of revealing whether or not a receiver has been appointed to Weatherford Ireland.
2. 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. Similarly whilst a petition to wind up may be revealed by a search on Index of Petitions and Winding-up Notices maintained at the Central Office of the High Court of Ireland, the making of a winding up order may not be filed on the Index immediately and therefore our searches may not have revealed such matters.
3. The position reflected in the Searches may not be fully up to date.
4. The expressions “*validly*” and “*valid and binding*” when used in this Opinion mean that the obligations expressed to be assumed are of a type which the courts of Ireland will treat as valid and binding. It does not mean that these obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular, enforcement of obligations may be:
  - (a) limited by general principles of equity, in particular, equitable remedies (such as an order for specific performance or an injunction) which are discretionary and are not available where damages are considered to be an adequate remedy;
  - (b) subject to any limitations arising from examinership, administration, bankruptcy, insolvency, moratoria, receivership, liquidation, reorganisation, court scheme of arrangement, arrangement and similar laws affecting the rights of creditors;
  - (c) limited by the provisions of the law of Ireland applicable to contracts held to have been frustrated by events happening after their execution;
  - (d) invalidated if and to the extent that performance or observance arising in a jurisdiction outside Ireland would be unlawful, unenforceable, or contrary to public policy or to the exchange control regulations under the law of such jurisdiction;
  - (e) invalidated by reason of fraud; and
  - (f) barred under the Statutes of Limitations of 1957 of Ireland (as amended from time to time) or may be or become subject to the defence of set-off or counterclaim.
5. The Companies 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 one hundred days or such period as the court in question may determine). Prohibited steps include steps taken to enforce any security over the company’s property, 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.

6. Under the provisions of the Companies Act, an examiner can be appointed on a petition to the Circuit Court, if certain criteria are met. It is not possible for anyone other than a party to the relevant proceedings or the solicitors on record for such parties to inspect the Circuit Court files to ascertain whether a petition for the appointment of an examiner has been made in the Circuit Court, and we have made no searches or enquiries in this regard in respect of Weatherford Ireland.
7. A contractual provision conferring or imposing a remedy or an obligation consequent upon default may not be enforceable if it were construed by an Irish court as being a penalty, particularly if it involved enforcing an additional pecuniary remedy (such as a default or overdue interest) referable to such default and which does not constitute a genuine and reasonable pre-estimate of the damage likely to be suffered as a result of the default in payment of the amount in question or the termination in question; further, recovery may be limited by laws requiring mitigation of loss suffered.
8. An Irish court may not give effect to an indemnity given by any party to the extent it is in respect of legal costs incurred by an unsuccessful litigator or to the extent that it is in respect of litigation costs which are not awarded by the court.
9. In the event of any proceedings being brought in an Irish court in respect of a monetary obligation expressed to be payable in a currency other than euro, an Irish court would have the power to give a judgment to pay a currency other than euro but may decline to do so in its discretion and an Irish court might not enforce the benefit of currency conversion or indemnity clauses and, with respect to a bankruptcy, liquidation, insolvency, reorganisation or similar proceeding, the law of Ireland may require that all claims or debts be 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.
10. This Opinion does not deal with the tax treatment of the issuance and transfer of any Securities or the giving or transfer of any Guarantees or any payments in respect of any Securities or any Guarantees.
11. Where a party is vested with a discretion or may determine a matter in his or its opinion, the law of Ireland may require that such discretion is exercised reasonably or that such opinion is based upon reasonable grounds.
12. The courts of Ireland may interpret restrictively any provision purporting to allow the beneficiary of a guarantee or other suretyship to make a material amendment to the obligations to which the guarantee or suretyship relates without further reference to the guarantor or surety.
13. An Irish court may not give effect to any provision of a contract which (a) provides for a matter to be determined by future agreement or negotiation; or (b) it considers to be devoid of any meaning, vague or uncertain.
14. A right of set-off provided for in a contract or another document may not be enforceable in all circumstances.

# CONYERS

**CONYERS DILL & PEARMAN LIMITED**

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Hamilton HM 11, Bermuda

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T +1 441 295 1422

**conyers.com**

15 June 2022

Weatherford International Ltd.  
Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

Dear Sirs

**Re: Weatherford International Ltd. (the “Company”)**

We have acted as special Bermuda legal counsel to the Company in connection with a registration statement on form S-3 (Registration No. 333-) filed with the U.S. Securities and Exchange Commission (the “**Commission**”) on 15 June 2022 (the “**Registration Statement**”, which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the shelf registration under the U.S. Securities Act of 1933, as amended, (the “**Securities Act**”) of debt securities, (“**Debt Securities**”), and guarantees of debt securities (“**Guaranties**”) to be issued pursuant to an Indenture (as defined below) (collectively, the “**Securities**”).

**1. DOCUMENTS REVIEWED**

For the purposes of giving this opinion, we have examined a copy of the Registration Statement. We have also reviewed:

- 1.1. copies of the memorandum of association and the bye-laws of the Company (together, the “**Constitutional Documents**”), each certified by the Assistant Secretary of the Company on 15 June 2022;
  - 1.2. copies of unanimous written resolutions of its directors dated 14 June 2022 (the “**Resolutions**”) certified by the Assistant Secretary of the Company on 15 June 2022 ;
  - 1.3. a copy of the form of base indenture filed as Exhibit 4.8 to the Registration Statement and made between Weatherford International plc, the Company, Weatherford International, LLC and Deutsche Bank Trust Company Americas as trustee (the “**Indenture**”); and
  - 1.4. 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.
-

2. ASSUMPTIONS

We have assumed:

- 2.1. 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;
- 2.2. that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, 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;
- 2.3. the accuracy and completeness of all factual representations made in the Registration Statement and other documents reviewed by us;
- 2.4. 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, and will not be, rescinded or amended;
- 2.5. that the Company will issue the Securities in furtherance of its objects as set out in its memorandum of association;
- 2.6. that the Constitutional Documents will not be amended in any manner that would affect the opinions expressed herein;
- 2.7. 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;
- 2.8. that the form and terms of any and all Securities or other securities (or other obligations, rights, currencies, commodities or other subject matter) comprising the same or subject thereto, the issuance and sale thereof by the Company, and the Company's incurrence and performance of its obligations thereunder or in respect thereof (including, without limitation, its obligations under any related agreement, indenture or supplement thereto) in accordance with the terms thereof will not violate the Constitutional Documents nor any applicable law, regulation, order or decree in Bermuda;
- 2.9. that all necessary corporate action will be taken to authorise and approve any issuance of Securities, the terms of the offering thereof and related matters, and that the applicable definitive purchase, underwriting or similar agreement and, if Debt Securities are to be issued or if the Company is to provide a guarantee thereof, the applicable indenture and any applicable supplements thereto, will be duly approved, executed and delivered by or on behalf of the Company and all other parties thereto;

- 2.10. that the applicable purchase, underwriting or similar agreement, any Debt Security, any indenture and any supplement thereto and any other agreement or other document relating to any Security will be valid and binding in accordance with its terms pursuant to its governing law;
- 2.11. that any Guarantees shall be in the same form as set out in the Indenture, that each party to the Indenture (other than the Company) has the requisite capacity, power and authority to enter into and perform its respective obligations under the Indenture and each party to the Indenture will duly execute and deliver the Indenture, and that the Indenture will be valid and binding under New York Law; and
- 2.12. that the issuance and sale of and payment for the Securities will be in accordance with the applicable purchase, underwriting or similar agreement duly approved by the Board of Directors, the Registration Statement (including the prospectus set forth therein and any applicable supplement thereto) and, if Debt Securities are to be issued, the applicable indenture and any applicable supplements thereto.

3. **QUALIFICATIONS**

- 3.1. The obligations of the Company in connection with any Security and any indenture or other agreement or document relating thereto:
  - (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, bribery, corruption, money laundering, terrorist financing, proliferation financing 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 if and to the extent they constitute the payment of an amount which is in the nature of a penalty; 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.
- 3.2. 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 Securities by the Company as described in the Registration Statement and is not to be relied upon in respect of any other matter.

4. OPINIONS

On the basis of and subject to the foregoing we are of the opinion that:

- 4.1. 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 under the Companies Act 1981, 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).
- 4.2. Upon the due issuance of the Debt Securities and payment of the consideration therefor, such Debt Securities will be validly issued.
- 4.3. When a Guaranty is endorsed, authenticated and delivered by the trustee of the relevant series of debt securities upon the issuance of such debt securities, such Guaranty will constitute the valid and binding obligations of the Company enforceable 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 references to our firm under the caption “Legal Matter” in the prospectus forming a part of the Registration Statement. In giving such consent, we do not hereby 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  
**Conyers Dill & Pearman Limited**





KPMG LLP  
811 Main Street  
Houston, TX 77002

**Consent of Independent Registered Public Accounting Firm**

We consent to the use of our reports dated February 17, 2022, with respect to the consolidated financial statements and financial statement schedule II of Weatherford International plc and subsidiaries, and the effectiveness of internal control over financial reporting, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus.

**KPMG LLP**

Houston, Texas  
June 15, 2022

KPMG LLP, a Delaware limited liability partnership and a member firm of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

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

FORM T-1

STATEMENT OF ELIGIBILITY UNDER THE TRUST INDENTURE ACT OF 1939 OF A CORPORATION DESIGNATED TO ACT AS TRUSTEE

CHECK IF AN APPLICATION TO DETERMINE ELIGIBILITY OF A TRUSTEE PURSUANT TO SECTION 305(b)(2)

DEUTSCHE BANK TRUST COMPANY AMERICAS  
(formerly BANKERS TRUST COMPANY)  
(Exact name of trustee as specified in its charter)

NEW YORK  
(Jurisdiction of Incorporation or  
organization if not a U.S. national bank)

13-4941247  
(I.R.S. Employer  
Identification no.)

1 COLUMBUS CIRCLE  
NEW YORK, NEW YORK  
(Address of principal  
executive offices)

10005  
(Zip Code)

Deutsche Bank Trust Company Americas  
Attention: Mirko Mieth  
Legal Department  
1 Columbus Circle, 19th Floor  
New York, New York 10019  
(212) 250 – 1663  
(Name, address and telephone number of agent for service)

WEATHERFORD INTERNATIONAL PUBLIC LIMITED COMPANY  
(Exact name of obligor as specified in its charter)

Ireland  
(State or other jurisdiction of  
incorporation or organization)

98-0606750  
(I.R.S. Employer  
Identification Number)

2000 St. James Place, Houston, Texas 77056  
(Address, including zip code, and telephone number, including area code, of registrant’s principal executive offices)

Weatherford International Ltd.  
(Exact name of co-registrant as specified in its charter)  
Bermuda  
(State or other jurisdiction of incorporation or organization)  
98-0371344  
(I.R.S. Employer Identification Number)  
2000 St. James Place, Houston, Texas 77056  
(713) 836-4000  
(Address, including zip code, and telephone number, including area code,  
of co-registrant’s principal executive offices)

Weatherford International, LLC  
(Exact name of co-registrant as specified in its charter)  
Delaware  
(State or other jurisdiction of incorporation or organization)  
33-0430755  
(I.R.S. Employer Identification Number)  
2000 St. James Place, Houston, Texas 77056  
(713) 836-4000  
(Address, including zip code, and telephone number, including area code,  
of co-registrant’s principal executive offices)

DEBT SECURITIES  
(Title of the Indenture securities)

Item 1. General Information.

Furnish the following information as to the trustee.

(a) Name and address of each examining or supervising authority to which it is subject.

Name

Federal Reserve Bank (2nd District)  
Federal Deposit Insurance Corporation  
New York State Banking Department

Address

New York, NY  
Washington, D.C.  
Albany, NY

(b) Whether it is authorized to exercise corporate trust powers.  
Yes.

Item 2. Affiliations with Obligor.

If the obligor is an affiliate of the Trustee, describe each such affiliation.

none.

Item 3. -15. Not Applicable

Item 16. List of Exhibits.

Exhibit 1 -	Restated Organization Certificate of Bankers Trust Company dated August 31, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 25, 1998; Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated December 18, 1998;Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated September 3, 1999; and Certificate of Amendment of the Organization Certificate of Bankers Trust Company dated March 14, 2002, incorporated herein by reference to Exhibit 1 filed with Form T-1 Statement, Registration No. 333-201810.
Exhibit 2 -	Certificate of Authority to commence business, incorporated herein by reference to Exhibit 2 filed with Form T-1 Statement, Registration No. 333-201810.
Exhibit 3 -	Authorization of the Trustee to exercise corporate trust powers, incorporated herein by reference to Exhibit 3 filed with Form T-1 Statement, Registration No. 333-201810.
Exhibit 4 -	A copy of existing By-Laws of Deutsche Bank Trust Company Americas, dated April 29, 2021 (see attached).

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<b>Exhibit 5 -</b>	Not applicable.
<b>Exhibit 6 -</b>	Consent of Bankers Trust Company required by Section 321(b) of the Act, incorporated herein by reference to Exhibit 6 filed with Form T-1 Statement, Registration No. 333-201810.
<b>Exhibit 7 -</b>	A copy of the latest report of condition of the trustee published pursuant to law or the requirements of its supervising or examining authority.
<b>Exhibit 8 -</b>	Not Applicable.
<b>Exhibit 9 -</b>	Not Applicable.

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SIGNATURE

Pursuant to the requirements of the Trust Indenture Act of 1939, as amended, the trustee, Deutsche Bank Trust Company Americas, a corporation organized and existing under the laws of the State of New York, has duly caused this statement of eligibility to be signed on its behalf by the undersigned, thereunto duly authorized, all in The City of New York, and State of New York, on this 15<sup>th</sup> day of June, 2022.

DEUTSCHE BANK TRUST COMPANY AMERICAS

/s/ Jacqueline Bartnick

By: Name: Jacqueline Bartnick  
Title: Director

**AMENDED AND RESTATED  
BY-LAWS  
OF  
DEUTSCHE BANK TRUST COMPANY AMERICAS**

**ARTICLE I**

**STOCKHOLDERS**

**Section 1.01. Annual Meeting.** The annual meeting of the stockholders of Deutsche Bank Trust Company Americas (the “Company”) shall be held in the City of New York within the State of New York within the first four months of the Company’s fiscal year, on such date and at such time and place as the board of directors of the Company (“Board of Directors” or “Board”) may designate in the call or in a waiver of notice thereof, for the purpose of electing directors and for the transaction of such other business as may properly be brought before the meeting.

**Section 1.02. Special Meetings.** Special meetings of the stockholders of the Company may be called by the Board of Directors or by the President, and shall be called by the President or by the Secretary upon the written request of the holders of record of at least twenty-five percent (25%) of the shares of stock of the Company issued and outstanding and entitled to vote, at such times. If for a period of thirteen months after the last annual meeting, there is a failure to elect a sufficient number of directors to conduct the business of the Company, the Board of Directors shall call a special meeting for the election of directors within two weeks after the expiration of such period; otherwise, holders of record of ten percent (10%) of the shares of stock of the Company entitled to vote in an election of directors may, in writing, demand the call of a special meeting at the office of the Company for the election of directors, specifying the date and month thereof, but not less than two nor more than three months from the date of such call. At any such special meeting called on demand of stockholders, the stockholders attending, in person or by proxy, and entitled to vote in an election of directors shall constitute a quorum for the purpose of electing directors, but not for the transaction of any other business.

**Section 1.03. Notice of Meetings.** Notice of the time, place and purpose of every meeting of stockholders shall be delivered personally or mailed not less than 10 nor more than 50 days before the date of such meeting (or any other action) to each stockholder of record entitled to vote, at his post office address appearing upon the records of the Company or at such other address as shall be furnished in writing by him to the Secretary of the Company for such purpose. Such further notice shall be given as may be required by law or by these By-Laws. Any meeting may be held without notice if all stockholders entitled to vote are present in person or by proxy, or if notice is waived in writing, either before or after the meeting, by those not present.

**Section 1.04. Quorum.** The holders of record of at least a majority of the shares of the stock of the Company issued and outstanding and entitled to vote, present in person or by proxy, shall, except as otherwise provided by law, by the Company’s Organization Certificate or by these By-Laws, constitute a quorum at all meetings of the stockholders; if there be no such quorum, the holders of a majority of such shares so present or represented may adjourn the meeting from time to time until a quorum shall have been obtained.

**Section 1.05. Organization of Meetings.** Meetings of the stockholders shall be presided over by the Chairman of the Board or, if he is not present, by the President or, if he is not present, by a chairman to be chosen at the meeting. The Secretary of the Company, or in his absence an Assistant Secretary, shall act as secretary of the meeting, if present.

Section 1.06. Voting. At each meeting of stockholders, except as otherwise provided by statute, the Company's Organization Certificate or these By-Laws, every holder of record of stock entitled to vote shall be entitled to one vote in person or by proxy for each share of such stock standing in his name on the records of the Company. Elections of directors shall be determined by a plurality of the votes cast thereat and, except as otherwise provided by statute, the Company's Organization Certificate or these By-Laws, all other action shall be determined by a majority of the votes cast at such meeting.

At all elections of directors, the voting shall be by ballot or in such other manner as may be determined by the stockholders present in person or by proxy entitled to vote at such election.

Section 1.07. Action by Consent. Except as may otherwise be provided in the Company's Organization Certificate, any action required or permitted to be taken at any meeting of stockholders may be taken without a meeting, without prior notice and without a vote if, prior to such action, a written consent or consents thereto, setting forth such action, is signed by all the holders of record of shares of the stock of the Company, issued and outstanding and entitled to vote thereon, having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted.

## ARTICLE II

### DIRECTORS

Section 2.01. Chairman of the Board. Following the election of the Board of Directors at each annual meeting, the elected Board shall appoint one of its members as Chairman. The Chairman of the Board shall preside at all meetings of the Board of Directors and of the stockholders, and he shall perform such other duties and have such other powers as from time to time may be prescribed by the Board of Directors.

Section 2.02. Lead Independent Director. Following the election of the Board of Directors at each annual meeting, the elected Board may appoint one of its independent members as its Lead Independent Director. When the Chairman of the Board is not present at a meeting of the Board of Directors, the Lead Independent Director, if there be one, shall preside.

Section 2.03. Director Emeritus. The Board of Directors may from time to time elect one or more Directors Emeritus. Each Director Emeritus shall be elected for a term expiring on the date of the regular meeting of the Board of Directors following the next annual meeting. No Director Emeritus shall be considered a "director" for purposes of these By-Laws or for any other purpose.

Section 2.04. Powers, Number, Quorum, Term, Vacancies, Removal. The business and affairs of the Company shall be managed by or under the direction of the Board of Directors which may exercise all such powers of the Company and do all such lawful acts and things as are not by statute or by the Company's Organization Certificate or by these By-Laws required to be exercised or done by the stockholders.

The number of directors may be changed by a resolution passed by a majority of the members of the Board of Directors or by a vote of the holders of record of at least a majority of the shares of stock of the Company issued and outstanding and entitled to vote, but at all times the Board of Directors must consist of not less than seven nor more than thirty directors. No more than one-third of the directors shall be active officers or employees of the Company. At least one-half of the directors must be citizens of the United States at the time of their election and during their continuance in office.

Except as otherwise required by law, rule or regulation, or by the Company's Organization Certificate, at all meetings of the Board of Directors or any committee thereof, a majority of the entire Board of Directors or a majority of the directors constituting such committee, as the case may be, shall constitute a quorum for the transaction of business and the act of a majority of the directors or committee members present at any meeting at which there is a quorum shall be the act of the Board of Directors, or such committee, as applicable. Any one or more members of the Board may participate in a meeting of the Board by means of a conference telephone or video, or other similar communications equipment allowing all persons participating in the meeting to hear each other at the same time. Participation by such means shall constitute presence in person at a meeting. Whether or not a quorum shall be present at any meeting of the Board of Directors or a committee thereof, a majority of the directors present thereat may adjourn the meeting from time to time; notice of the adjourned meeting shall be given to the directors who were not present at the time of the adjournment, but if the time and place of the adjourned meeting are announced, no additional notice shall be required to be given to the directors present at the time of adjournment.

Directors shall hold office until the next annual election and until their successors shall have been elected and shall have qualified. Director vacancies not exceeding one-third of the whole number of the Board of Directors may be filled by the affirmative vote of a majority of the directors then in office, and the directors so elected shall hold office for the balance of the unexpired term.

Any one or more of the directors of the Company may be removed either with or without cause at any time by a vote of the holders of record of at least a majority of the shares of stock of the Company, issued and outstanding and entitled to vote, and thereupon the term of the director or directors who shall have been so removed shall forthwith terminate and there shall be a vacancy or vacancies in the Board of Directors, to be filled by a vote of the stockholders as provided in these By-Laws.

Section 2.05 Meetings Notice. Meetings of the Board of Directors shall be held at such place either within or without the State of New York, as may from time to time be fixed by resolution of the Board, or as may be specified in the call or in a waiver of notice thereof. Regular meetings of the Board of Directors and its Executive Committee shall be held as often as may be required under applicable law, and special meetings may be held at any time upon the call of two directors, the Chairman of the Board or the President, by oral, telegraphic or written notice duly served on or sent or mailed to each director not less than two days before such meeting. Any meeting may be held without notice, if all directors are present, or if notice is waived in writing, either before or after the meeting, by those not present.

Section 2.06 Compensation. The Board of Directors may determine, from time to time, the amount of compensation, which shall be paid to its members. The Board of Directors shall also have power, in its discretion, to allow a fixed sum and expenses for attendance at each regular or special meeting of the Board, or of any committee of the Board. The Board of Directors shall also have power, in its discretion, to provide for and pay to directors rendering services to the Company not ordinarily rendered by directors, as such, special compensation appropriate to the value of such services, as determined by the Board from time to time.



## ARTICLE III

### COMMITTEES

Section 3.01. Executive Committee. There shall be an Executive Committee of the Board who shall be appointed annually by resolution adopted by the majority of the entire Board of Directors. The Chairman of the Board shall preside at meetings of the Executive Committee. In his absence, the Chief Executive Officer or, in his absence, the President or any Co-President or, in their absence, such other member of the Executive Committee as the Executive Committee from time to time may designate shall preside at such meetings.

Section 3.02. Audit and Fiduciary Committee. There shall be an Audit and Fiduciary Committee appointed annually by resolution adopted by a majority of the entire Board of Directors which shall consist of such number of independent directors, as may from time to time be fixed by the Audit and Fiduciary Committee charter adopted by the Board of Directors.

Section 3.03. Other Committees. The Board of Directors shall have the power to appoint any other Committees as may seem necessary, and from time to time to suspend or continue the powers and duties of such Committees. Each Committee appointed pursuant to this Article shall serve at the pleasure of the Board of Directors.

Section 3.04. Limitations. No committee shall have the authority as to the following matters: (i) the submission to stockholders of any action that needs stockholders' authorization under New York Banking Law; (ii) the filling of vacancies in the Board of Directors or in any such committee; (iii) the fixing of compensation of the directors for serving on the Board of Directors or on any committee; (iv) the amendment or repeal of these By-Laws, or the adoption of new by-laws; (v) the amendment or repeal of any resolution of the Board of Directors which by its terms shall not be so amendable or repealable; or (vi) the taking of action which is expressly required by any provision of New York Banking Law to be taken at a meeting of the Board of Directors or by a specified proportion of the directors.

## ARTICLE IV

### OFFICERS

Section 4.01. Titles and Election. The officers of the Company, who shall be chosen by the Board of Directors within twenty-five days after each annual meeting of stockholders, shall be a President, Chief Executive Officer, Chief Risk Officer, Chief Financial Officer, Treasurer, Secretary, and a General Auditor. The Board of Directors from time to time may elect one or more Managing Directors, Directors, Vice Presidents, Assistant Secretaries, Assistant Treasurers and such other officers and agents as it shall deem necessary, and may define their powers and duties. Any number of offices may be held by the same person, except the offices of President and Secretary.

Section 4.02. Terms of Office. Each officer shall hold office for the term for which he is elected or appointed, and until his successor has been elected or appointed and qualified.

Section 4.03. Removal. Any officer may be removed, either with or without cause, at any time, by the affirmative vote of a majority of the Board of Directors.

Section 4.04. Resignations. Any officer may resign at any time by giving written notice to the Board of Directors or to the Secretary. Such resignation shall take effect at the time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4.05. Vacancies. If the office of any officer or agent becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the Board of Directors may choose a successor, who shall hold office for the unexpired term in respect of which such vacancy occurred.

**Section 4.06. President.** The President shall have general authority to exercise all the powers necessary for the President of the Company. In the absence of the Chairman and the Lead Independent Director, the President shall preside at all meetings of the Board of Directors and of the stockholders. The President shall have the power to execute bonds, mortgages and other contracts, agreements and instruments of the Company, and he shall perform such other duties and have such other powers as may be incident to the office of the president of a corporation and as from time to time may otherwise be prescribed by the Board of Directors.

**Section 4.07. Chief Executive Officer.** Unless otherwise determined by the Board of Directors, the President shall be the Chief Executive Officer of the Company. The Chief Executive Officer shall exercise the powers and perform the duties usual to the chief executive officer and, subject to the control of the Board of Directors, shall have general management and control of the affairs and business of the Company; he shall appoint and discharge employees and agents of the Company (other than officers elected by the Board of Directors); he shall see that all orders and resolutions of the Board of Directors are carried into effect; he shall have the power to execute bonds, mortgages and other contracts, agreements and instruments of the Company, and he shall perform such other duties and have such other powers as may be incident to the office of the chief executive officer of a corporation and as from time to time may otherwise be prescribed by the Board of Directors.

**Section 4.08. Chief Risk Officer.** The Chief Risk Officer shall have the responsibility for the risk management and monitoring of the Company. The Chief Risk Officer shall have the power to execute bonds, notes, mortgages and other contracts, agreements and instruments of the Company, and he shall perform such other duties and have such other powers as may be incident to his office and as from time to time may otherwise be prescribed by the Board of Directors.

**Section 4.09. Chief Financial Officer.** The Chief Financial Officer shall have the responsibility for reporting to the Board of Directors on the financial condition of the Company, preparing and submitting all financial reports required by applicable law, and preparing annual financial statements of the Company and coordinating with qualified third party auditors to ensure such financial statements are audited in accordance with applicable law.

**Section 4.10. Treasurer.** The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys, and other valuable effects in the name and to the credit of the Company, in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the directors whenever they may require it an account of all his transactions as Treasurer and of the financial condition of the Company.

**Section 4.11. Secretary.** The Secretary shall attend all sessions of the Board of Directors and all meetings of the stockholders and record all votes and the minutes of proceedings in records or books to be kept for that purpose. He shall give, or cause to be given, notice of all meetings of the stockholders and of the Board of Directors and shall perform such other duties and have such other powers as may be incident to the office of the secretary of a corporation and as from time to time may otherwise be prescribed by the Board of Directors. The Secretary shall have and be the custodian of the stock records and all other books, records and papers of the Company (other than financial) and shall see that all books, reports, statements, certificates and other documents and records required by law are properly kept and filed.

Section 4.12. General Auditor. The General Auditor shall be responsible, through the Audit and Fiduciary Committee, to the Board of Directors for the determination of the program of the internal audit function and the evaluation of the adequacy of the system of internal controls. Subject to the Board of Directors, the General Auditor shall have and may exercise all the powers and shall perform all the duties usual to such office and shall have such other powers as may be prescribed or assigned to him from time to time by the Board of Directors or vested in him by law or by these By-Laws. He shall perform such other duties and shall make such investigations, examinations and reports as may be prescribed or required by the Audit and Fiduciary Committee. The General Auditor shall have unrestricted access to all records and premises of the Company and shall delegate such authority to his subordinates. He shall have the duty to report to the Audit and Fiduciary Committee on all matters concerning the internal audit program and the adequacy of the system of internal controls of the Company which he deems advisable or which the Audit and Fiduciary Committee may request.

Section 4.13. Managing Directors, Directors and Vice Presidents. If chosen, the Managing Directors, Directors and Vice Presidents, in the order of their seniority, shall, in the absence or disability of the President, exercise all of the powers and duties of the President. Such Managing Directors, Directors and Vice Presidents shall have the power to execute bonds, notes, mortgages and other contracts, agreements and instruments of the Company, and they shall perform such other duties and have such other powers as may be incident to their respective offices and as from time to time may be prescribed by the Board of Directors or the President.

Section 4.14. Duties of Officers may be Delegated. In case of the absence or disability of any officer of the Company, or for any other reason that the Board may deem sufficient, the Board may delegate, for the time being, the powers or duties, or any of them, of such officer to any other officer.

## ARTICLE V

### INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

Section 5.01. Power to Indemnify in Actions, Suits or Proceedings other than Those by or in the Right of the Company. Subject to the other provisions of this Article V, and subject to applicable law, the Company shall indemnify any person made or threatened to be made a party to an action or proceeding (other than one by or in the right of the Company to procure a judgment in its favor), whether civil or criminal, including an action by or in the right of any other corporation of any type or kind, domestic or foreign, or any partnership, joint venture, trust, employee benefit plan or other enterprise, which any director or officer of the Company served in any capacity at the request of the Company, by reason of the fact that such person, his or her testator or intestate, was a director or officer of the Company, or served such other corporation, partnership, joint venture, trust, employee benefit plan or other enterprise in any capacity, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees actually and necessarily incurred as a result of such action or proceeding, or any appeal therein, if such director or officer acted, in good faith, for a purpose which such person reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Company, and had no reasonable cause to believe that such person's conduct was unlawful.

Section 5.02. Power to Indemnify in Actions, Suits or Proceedings by or in the Right of the Company. Subject to the other provisions of this Article V, and subject to applicable law, the Company shall indemnify any person made, or threatened to be made, a party to an action by or in the right of the Company to procure a judgment in its favor by reason of the fact that such person, his or her testator or intestate, is or was a director or officer of the Company, or is or was serving at the request of the Company as a director or officer of any other corporation of any type or kind, domestic or foreign, of any partnership, joint venture, trust, employee benefit plan or other enterprise, against amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred by such person in connection with the defense or settlement of such action, or in connection with an appeal therein, if such director or officer acted, in good faith, for a purpose which he reasonably believed to be in, or, in the case of service for any other corporation or any partnership, joint venture, trust, employee benefit plan or other enterprise, not opposed to, the best interests of the Company, except that no indemnification under this Section 5.02 shall be made in respect of (a) a threatened action, or a pending action which is settled or otherwise disposed of, or (b) any claim, issue or matter as to which such person shall have been adjudged to be liable to the Company, unless and only to the extent that the court in which the action was brought, or, if no action was brought, any court of competent jurisdiction, determines upon application that, in view of all the circumstances of the case, the person is fairly and reasonably entitled to indemnity for such portion of the settlement amount and expenses as the court deems proper.

Section 5.03. Authorization of Indemnification. Any indemnification under this Article V (unless ordered by a court) shall be made by the Company only if authorized in the specific case (i) by the Board acting by a quorum consisting of directors who are not parties to such action or proceeding upon a finding that the director or officer has met the standard of conduct set forth in Section 5.01 or Section 5.02, as the case may be; or (ii) if a quorum is not obtainable or, even if obtainable, a quorum of disinterested directors so directs, (x) by the Board upon the opinion in writing of independent legal counsel that indemnification is proper in the circumstances because the applicable standard of conduct set forth in Section 5.01 or Section 5.02, as the case may be, has been met by such director or officer; or (y) by the stockholders upon a finding that the director or officer has met the applicable standard of conduct set forth in Section 5.01 or Section 5.02, as the case may be. A person who has been successful on the merits or otherwise, in the defense of a civil or criminal action or proceeding of the character described in Sections 5.01 or 5.02, shall be entitled to indemnification as authorized in such section.

Section 5.04. Good Faith Defined. For purposes of any determination under Section 5.03, a person shall be deemed to have acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the Company, or to have had no reasonable cause to believe such person's conduct was unlawful, if such person's action is based on the records or books of account of the Company or another enterprise, or on information supplied to such person by the officers of the Company or another enterprise in the course of their duties, or on the advice of legal counsel for the Company or another enterprise or on information or records given or reports made to the Company or another enterprise by an independent certified public accountant or by an appraiser or other expert selected with reasonable care by the Company or another enterprise. The provisions of this Section 5.04 shall not be deemed to be exclusive or to limit in any way the circumstances in which a person may be deemed to have met the applicable standard of conduct set forth in Section 5.01 or Section 5.02, as the case may be.

Section 5.05. Serving an Employee Benefit Plan on behalf of the Company. For the purpose of this Article V, the Company shall be deemed to have requested a person to serve an employee benefit plan where the performance by such person of his duties to the Company also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to applicable law shall be considered fines; and action taken or omitted by a person with respect to an employee benefit plan in the performance of such person's duties for a purpose reasonably believed by such person to be in the interest of the participants and beneficiaries of the plan shall be deemed to be for a purpose which is not opposed to the best interests of the Company.

Section 5.06. Indemnification upon Application to a Court. Notwithstanding the failure of the Company to provide indemnification and despite any contrary resolution of the Board or stockholders under Section 5.03, or in the event that no determination has been made within ninety days after receipt of the Company of a written claim therefor, upon application to a court by a director or officer, indemnification shall be awarded by a court to the extent authorized in Section 5.01 or Section 5.02. Such application shall be upon notice to the Company. Neither a contrary determination in the specific case under Section 5.03 nor the absence of any determination thereunder shall be a defense to such application or create a presumption that the director or officer seeking indemnification has not met any applicable standard of conduct.

Section 5.07. Expenses Payable in Advance. Subject to the other provisions of this Article V, and subject to applicable law, expenses incurred in defending a civil or criminal action or proceeding may be paid by the Company in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such director or officer to repay such amount (i) if it shall ultimately be determined that such person is not entitled to be indemnified by the Company as authorized in this Article V, (ii) where indemnification is granted, to the extent expenses so advanced by the Company or allowed by a court exceed the indemnification to which such person is entitled and (iii) upon such other terms and conditions, if any, as the Company deems appropriate. Any such advancement of expenses shall be made in the sole and absolute discretion of the Company only as authorized in the specific case upon a determination made, with respect to a person who is a director or officer at the time of such determination, (i) by the Board acting by a quorum consisting of directors who are not parties to such action or proceeding, or (ii) if a quorum is not obtainable or, even if obtainable, if a quorum of disinterested directors so directs, (x) by the Board upon the opinion in writing of independent legal counsel or (y) by the stockholders and, with respect to former directors and officers, by any person or persons having the authority to act on the matter on behalf of the Company. Without limiting the foregoing, the Company reserves the right in its sole and absolute discretion to revoke at any time any approval previously granted in respect of any such request for the advancement of expenses or to, in its sole and absolute discretion, impose limits or conditions in respect of any such approval.

Section 5.08. Nonexclusivity of Indemnification and Advancement of Expenses. The indemnification and advancement of expenses granted pursuant to, or provided by, this Article V shall not be deemed exclusive of any other rights to which a director or officer seeking indemnification or advancement of expenses may be entitled whether contained in the Company's Organization Certificate, these By-Laws or, when authorized by the Organization Certificate or these By-Laws, (i) a resolution of stockholders, (ii) a resolution of directors, or (iii) an agreement providing for such indemnification, provided that no indemnification may be made to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled. Nothing contained in this Article V shall affect any rights to indemnification to which corporate personnel other than directors and officers may be entitled by contract or otherwise under law.

Section 5.09. Insurance. Subject to the other provisions of this Article V, the Company may purchase and maintain insurance (in a single contract or supplement thereto, but not in a retrospective rated contract): (i) to indemnify the Company for any obligation which it incurs as a result of the indemnification of directors and officers under the provisions of this Article V, (ii) to indemnify directors and officers in instances in which they may be indemnified by the Company under the provisions of this Article V and applicable law, and (iii) to indemnify directors and officers in instances in which they may not otherwise be indemnified by the Company under the provisions of this Article V, provided the contract of insurance covering such directors and officers provides, in a manner acceptable to the New York Superintendent of Financial Services, for a retention amount and for co-insurance. Notwithstanding the foregoing, any such insurance shall be subject to the provisions of, and the Company shall comply with the requirements set forth in, Section 7023 of the New York State Banking Law.

**Section 5.10. Limitations on Indemnification and Insurance.** All indemnification and insurance provisions contained in this Article V are subject to any limitations and prohibitions under applicable law, including but not limited to Section 7022 (with respect to indemnification, advancement or allowance) and Section 7023 (with respect to insurance) of the New York State Banking Law and the Federal Deposit Insurance Act (with respect to administrative proceedings or civil actions initiated by any federal banking agency). Notwithstanding anything contained in this Article V to the contrary, no indemnification, advancement or allowance shall be made (i) to or on behalf of any director or officer if a judgment or other final adjudication adverse to the director or officer establishes that his acts were committed in bad faith or were the result of active and deliberate dishonesty and were material to the cause of action so adjudicated, or that he personally gained in fact a financial profit or other advantage to which he was not legally entitled, or (ii) in any circumstance where it appears (a) that the indemnification would be inconsistent with a provision of the Company's Organization Certificate, these By-Laws, a resolution of the Board or of the stockholders, an agreement or other proper corporate action, in effect at the time of the accrual of the alleged cause of action asserted in the threatened or pending action or proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or (b) if there has been a settlement approved by the court, that the indemnification would be inconsistent with any condition with respect to indemnification expressly imposed by the court in approving the settlement.

Notwithstanding anything contained in this Article V to the contrary, but subject to any requirements of applicable law, (i) except for proceedings to enforce rights to indemnification (which shall be governed by Section 5.06), the Company shall not be obligated to indemnify any director or officer (or his testators intestate) or advance expenses in connection with a proceeding (or part thereof) initiated by such person unless such proceeding (or part thereof) was authorized or consented to by the Board of Directors of the Company, (ii) with respect to indemnification or advancement of expenses relating to attorneys' fees under this Article V, counsel for the present or former director or officer must be reasonably acceptable to the Company (and the Company may, in its sole and absolute discretion, establish a panel of approved law firms for such purpose, out of which the present or former director or officer could be required to select an approved law firm to represent him), (iii) indemnification in respect of amounts paid in settlement shall be subject to the prior consent of the Company (not to be unreasonably withheld), (iv) any and all obligations of the Corporation under this Article V shall be subject to applicable law, (v) in no event shall any payments pursuant to this Article V be made if duplicative of any indemnification or advancement of expenses or other reimbursement available to the applicable director or officer (other than for coverage maintained by such person in his individual capacity), and (vi) no indemnification or advancement of expenses shall be provided under these By-Laws to any person in respect of any expenses, judgments, fines or amounts paid in settlement to the extent incurred by such person in his capacity or position with another entity (including, without limitation, an entity that is a stockholder of the Company or any of the branches or affiliates of such stockholder), except as expressly provided in these By-Laws in respect of such person's capacity and position as a director or officer of the Company or such person is a director or officer of the Company serving at the request of the Company as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise.

**Section 5.11. Indemnification of Other Persons.** The Company may, to the extent authorized from time to time by the Board of Directors, provide rights to indemnification and to the advancement of expenses (whether pursuant to an adoption of a policy or otherwise) to employees and agents of the Company (whether similar to those conferred in this Article V upon directors and officers of the Company or on other terms and conditions authorized from time to time by the Board of Directors), as well as to employees of direct and indirect subsidiaries of the Company and to other persons (or categories of persons) approved from time to time by the Board of Directors.

Section 5.12. Repeal. Any repeal or modification of this Article V shall not adversely affect any rights to indemnification and to the advancement of expenses of a director, officer, employee or agent of the Company existing at the time of such repeal or modification with respect to any acts or omissions occurring prior to such repeal or modification.

## ARTICLE VI

### CAPITAL STOCK

Section 6.01. Certificates. The interest of each stockholder of the Company shall be evidenced by certificates for shares of stock in such form as the Board of Directors may from time to time prescribe. The certificates of stock shall be signed by the Chairman of the Board or the President or a Managing Director or a Director or a Vice President and by the Secretary, or the Treasurer, or an Assistant Secretary, or an Assistant Treasurer, sealed with the seal of the Company or a facsimile thereof, and countersigned and registered in such manner, if any, as the Board of Directors may by resolution prescribe. Where any such certificate is countersigned by a transfer agent other than the Company or its employee, or registered by a registrar other than the Company or its employee, the signature of any such officer may be a facsimile signature. In case any officer or officers who shall have signed, or whose facsimile signature or signatures shall have been used on, any such certificate or certificates shall cease to be such officer or officers of the Company, whether because of death, resignation, retirement, disqualification, removal or otherwise, before such certificate or certificates shall have been delivered by the Company, such certificate or certificates may nevertheless be adopted by the Company and be issued and delivered as though the person or persons who signed such certificate or certificates or whose facsimile signature or signatures shall have been used thereon had not ceased to be such officer or officers of the Company.

Section 6.02. Transfer. The shares of stock of the Company shall be transferred only upon the books of the Company by the holder thereof in person or by his attorney, upon surrender for cancellation of certificates for the same number of shares, with an assignment and power of transfer endorsed thereon or attached thereto, duly executed, with such proof of the authenticity of the signature as the Company or its agents may reasonably require.

Section 6.03. Record Dates. The Board of Directors may fix in advance a date, not less than 10 nor more than 50 days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the distribution or allotment of any rights, or the date when any change, conversion or exchange of capital stock shall go into effect, as a record date for the determination of the stockholders entitled to notice of, and to vote at, any such meeting, or entitled to receive payment of any such dividend, or to receive any distribution or allotment of such rights, or to exercise the rights in respect of any such change, conversion or exchange of capital stock, and in such case only such stockholders as shall be stockholders of record on the date so fixed shall be entitled to such notice of, and to vote at, such meeting, or to receive payment of such dividend, or to receive such distribution or allotment or rights or to exercise such rights, as the case may be, notwithstanding any transfer of any stock on the books of the Company after any such record date fixed as aforesaid.

Section 6.04. Lost Certificates. In the event that any certificate of stock is lost, stolen, destroyed or mutilated, the Board of Directors may authorize the issuance of a new certificate of the same tenor and for the same number of shares in lieu thereof. The Board may in its discretion, before the issuance of such new certificate, require the owner of the lost, stolen, destroyed or mutilated certificate or the legal representative of the owner to make an affidavit or affirmation setting forth such facts as to the loss, destruction or mutilation as it deems necessary and to give the Company a bond in such reasonable sum as it directs to indemnify the Company.

## ARTICLE VII

### CHECKS, NOTES, ETC.

Section 7.01. Checks, Notes, Etc. All checks and drafts on the Company's bank accounts and all bills of exchange and promissory notes, and all acceptances, obligations and other instruments for the payment of money, may be signed by the President or any Managing Director or any Director or any Vice President and may also be signed by such other officer or officers, agent or agents, as shall be thereunto authorized from time to time by the Board of Directors.

## ARTICLE VIII

### MISCELLANEOUS PROVISIONS

Section 8.01. Fiscal Year. The fiscal year of the Company shall be from January 1 to December 31, unless changed by the Board of Directors.

Section 8.02. Books. There shall be kept at such office of the Company as the Board of Directors shall determine, within or without the State of New York, correct books and records of account of all its business and transactions, minutes of the proceedings of its stockholders, Board of Directors and committees, and the stock book, containing the names and addresses of the stockholders, the number of shares held by them, respectively, and the dates when they respectively became the owners of record thereof, and in which the transfer of stock shall be registered, and such other books and records as the Board of Directors may from time to time determine.

Section 8.03. Voting of Stock. Unless otherwise specifically authorized by the Board of Directors, all stock owned by the Company, other than stock of the Company, shall be voted, in person or by proxy, by the President or any Managing Director or any Director or any Vice President of the Company on behalf of the Company.

## ARTICLE IX

### AMENDMENTS

Section 9.01. Amendments. The vote of the holders of at least a majority of the shares of stock of the Company issued and outstanding and entitled to vote shall be necessary at any meeting of stockholders to amend or repeal these By-Laws or to adopt new by-laws. These By-Laws may also be amended or repealed, or new by-laws adopted, at any meeting of the Board of Directors by the vote of at least a majority of the entire Board, provided that any by-law adopted by the Board may be amended or repealed by the stockholders in the manner set forth above.

Any proposal to amend or repeal these By-Laws or to adopt new by-laws shall be stated in the notice of the meeting of the Board of Directors or the stockholders or in the waiver of notice thereof, as the case may be, unless all of the directors or the holders of record of all of the shares of stock of the Company issued and outstanding and entitled to vote are present at such meeting.



Federal Financial Institutions Examination Council



Consolidated Reports of Condition and Income for  
a Bank with Domestic Offices Only—FFIEC 041

Report at the close of business March 31, 2022

20220331  
(RCON 9999)

This report is required by law: 12 U.S.C. § 324 (State member banks); 12 U.S.C. §1817 (State nonmember banks); 12 U.S.C. §161 (National banks); and 12 U.S.C. §1464 (Savings associations).

This report form is to be filed by banks with domestic offices only and total consolidated assets of less than \$100 billion, except those banks that file the FFIEC 051, and those banks that are advanced approaches institutions for regulatory capital purposes that are required to file the FFIEC 031.

Unless the context indicates otherwise, the term "bank" in this report form refers to both banks and savings associations.

NOTE: Each bank's board of directors and senior management are responsible for establishing and maintaining an effective system of internal control, including controls over the Reports of Condition and Income. The Reports of Condition and Income are to be prepared in accordance with federal regulatory authority instructions. The Reports of Condition and Income must be signed by the Chief Financial Officer (CFO) of the reporting bank (or by the individual performing an equivalent function) and attested to by not less than two directors (trustees) for state nonmember banks and three directors for state member banks, national banks, and savings associations.

schedules) for this report date have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct to the best of my knowledge and belief.

We, the undersigned directors (trustees), attest to the correctness of the Reports of Condition and Income (including the supporting schedules) for this report date and declare that the Reports of Condition and Income have been examined by us and to the best of our knowledge and belief have been prepared in conformance with the instructions issued by the appropriate Federal regulatory authority and are true and correct.

I, the undersigned CFO (or equivalent) of the named bank, attest that the Reports of Condition and Income (including the supporting

Director (Trustee)

Signature of Chief Financial Officer (or Equivalent)

Director (Trustee)

4/30/2022

Date of Signature

Director (Trustee)

Submission of Reports

Each bank must file its Reports of Condition and Income (Call Report) data by either:

To fulfill the signature and attestation requirement for the Reports of Condition and Income for this report date, attach your bank's completed signature page (or a photocopy or a computer generated version of this page) to the hard-copy record of the data file submitted to the CDR that your bank must place in its files.

- Using computer software to prepare its Call Report and then submitting the report data directly to the FFIEC's Central Data Repository (CDR), an Internet-based system for data collection (<https://cdr.ffiec.gov/cdr/>), or
- Completing its Call Report in paper form and arranging with a software vendor or another party to convert the data into the electronic format that can be processed by the CDR. The software vendor or other party then must electronically submit the bank's data file to the CDR.

The appearance of your bank's hard-copy record of the submitted data file need not match exactly the appearance of the FFIEC's sample report forms, but should show at least the caption of each Call Report item and the reported amount.

For technical assistance with submissions to the CDR, please contact the CDR Help Desk by telephone at (888) CDR-3111, by fax at (703) 774-3946, or by e-mail at [cdr.help@cdr.ffiec.gov](mailto:cdr.help@cdr.ffiec.gov).

DEUTSCHE BANK TRUST COMPANY AMERICAS

Legal Title of Bank (RSSD 9017)

New York

City (RSSD 9130)

FDIC Certificate Number

623

(RSSD 9050)

NY

State Abbreviation (RSSD 9200)

10019

Zip Code (RSSD 9220)

Legal Entity Identifier (LEI)

8EWQ2UQKS07AKK8ANH81

(Report only if your institution already has an LEI.) (RCON 9224)

The estimated average burden associated with this information collection is 55.53 hours per respondent and is expected to vary by institution, depending on individual circumstances. Burden estimates include the time for reviewing instructions, gathering and maintaining data in the required form, and completing the information collection, but exclude the time for compiling and maintaining business records in the normal course of a respondent's activities. A Federal agency may not conduct or sponsor, and an organization (or a person) is not required to respond to a collection of information, unless it displays a currently valid OMB control number. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503, and to one of the following: Secretary, Board of Governors of the Federal Reserve System, 20th and C Streets, NW, Washington, DC 20551; Legislative and Regulatory Analysis Division, Office of the Comptroller of the Currency, Washington, DC 20219; Assistant Executive Secretary, Federal Deposit Insurance Corporation, Washington, DC 20429.

## Consolidated Report of Condition for Insured Banks and Savings Associations for March 31, 2022

All schedules are to be reported in thousands of dollars. Unless otherwise indicated, report the amount outstanding as of the last business day of the quarter.

### Schedule RC—Balance Sheet

Dollar Amounts in Thousands			RCON	Amount	
<b>Assets</b>					
1. Cash and balances due from depository institutions (from Schedule RC-A)					
a. Noninterest-bearing balances and currency and coin (1)	0081			29,000	1.a.
b. Interest-bearing balances (2)	0071			20,368,000	1.b.
2. Securities:					
a. Held-to-maturity securities (from Schedule RC-B, column A) (3)	JJ34			0	2.a.
b. Available-for-sale debt securities (from Schedule RC-B, column D)	1773			743,000	2.b.
c. Equity securities with readily determinable fair values not held for trading (4)	JA22			6,000	2.c.
3. Federal funds sold and securities purchased under agreements to resell:					
a. Federal funds sold	B987			0	3.a.
b. Securities purchased under agreements to resell (5, 6)	B989			5,916,000	3.b.
4. Loans and lease financing receivables (from Schedule RC-C):					
a. Loans and leases held for sale	5369			0	4.a.
b. Loans and leases held for investment	B528	13,655,000			4.b.
c. LESS: Allowance for loan and lease losses	3123	15,000			4.c.
d. Loans and leases held for investment, net of allowance (item 4.b minus 4.c) (7)	B529			13,640,000	4.d.
5. Trading assets (from Schedule RC-D)	3545			0	5.
6. Premises and fixed assets (including capitalized leases)	2145			0	6.
7. Other real estate owned (from Schedule RC-M)	2150			2,000	7.
8. Investments in unconsolidated subsidiaries and associated companies	2130			0	8.
9. Direct and indirect investments in real estate ventures	3656			0	9.
10. Intangible assets (from Schedule RC-M)	2143			7,000	10.
11. Other assets (from Schedule RC-F) (6)	2160			2,007,000	11.
12. Total assets (sum of items 1 through 11)	2170			42,718,000	12.
<b>Liabilities</b>					
13. Deposits:					
a. In domestic offices (sum of totals of columns A and C from Schedule RC-E)	2200			31,307,000	13.a.
(1) Noninterest-bearing (8)	6631	13,423,000			13.a.(1)
(2) Interest-bearing	6636	17,884,000			13.a.(2)
b. Not applicable					
14. Federal funds purchased and securities sold under agreements to repurchase:					
a. Federal funds purchased (9)	B993			0	14.a.
b. Securities sold under agreements to repurchase (10)	B995			0	14.b.
15. Trading liabilities (from Schedule RC-D)	3548			0	15.
16. Other borrowed money (includes mortgage indebtedness) (from Schedule RC-M)	3190			73,000	16.
17. and 18. Not applicable					
19. Subordinated notes and debentures (11)	3200			0	19.
1. Includes cash items in process of collection and unposted debits. 2. Includes time certificates of deposit not held for trading. 3. Institutions that have adopted ASU 2016-13 should report in item 2.a amounts net of any applicable allowance for credit losses, and item 2.a should equal Schedule RC-B, item 8, column A, less Schedule RI-B, Part II, item 7, column B. 4. Item 2.c is to be completed by all institutions. See the instructions for this item and the Glossary entry for "Securities Activities" for further detail on accounting for investments in equity securities. 5. Includes all securities resale agreements, regardless of maturity. 6. Institutions that have adopted ASU 2016-13 should report in items 3.b and 11 amounts net of any applicable allowance for credit losses. 7. Institutions that have adopted ASU 2016-13 should report in item 4.c the allowance for credit losses on loans and leases. 8. Includes noninterest-bearing demand, time, and savings deposits. 9. Report overnight Federal Home Loan Bank advances in Schedule RC, item 16, "Other borrowed money." 10. Includes all securities repurchase agreements, regardless of maturity. 11. Includes limited-life preferred stock and related surplus.					

03/2022

06/2012



## Schedule RC—Continued

Dollar Amounts in Thousands		RCON	Amount	
<b>Liabilities—continued</b>				
20. Other liabilities (from Schedule RC-G).....	2930		2,058,000	20.
21. Total liabilities (sum of items 13 through 20).....	2948		33,438,000	21.
22. Not applicable				
<b>Equity Capital</b>				
<b>Bank Equity Capital</b>				
23. Perpetual preferred stock and related surplus.....	3838		0	23.
24. Common stock.....	3230		2,127,000	24.
25. Surplus (exclude all surplus related to preferred stock).....	3839		942,000	25.
26. a Retained earnings.....	3632		6,241,000	26.a.
b Accumulated other comprehensive income <sup>(1)</sup> .....	B530		(30,000)	26.b.
c Other equity capital components <sup>(2)</sup> .....	A130		0	26.c.
27. a Total bank equity capital (sum of items 23 through 26.c).....	3210		9,280,000	27.a.
b Noncontrolling (minority) interests in consolidated subsidiaries.....	3000		0	27.b.
28. Total equity capital (sum of items 27.a and 27.b).....	G105		9,280,000	28.
29. Total liabilities and equity capital (sum of items 21 and 28).....	3300		42,718,000	29.

### Memoranda

#### To be reported with the March Report of Condition.

1. Indicate in the box at the right the number of the statement below that best describes the most comprehensive level of auditing work performed for the bank by independent external auditors as of any date during 2021.....
- | RCON | Number |      |
|------|--------|------|
| 6724 | 2a     | M.1. |

1a = An integrated audit of the reporting institution's financial statements and its internal control over financial reporting conducted in accordance with the standards of the American Institute of Certified Public Accountants (AICPA) or Public Company Accounting Oversight Board (PCAOB) by an independent public accountant that submits a report on the institution

1b = An audit of the reporting institution's financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the institution

2a = An integrated audit of the reporting institution's parent holding company's consolidated financial statements and its internal control over financial reporting conducted in accordance with the standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

2b = An audit of the reporting institution's parent holding company's consolidated financial statements only conducted in accordance with the auditing standards of the AICPA or the PCAOB by an independent public accountant that submits a report on the consolidated holding company (but not on the institution separately)

3 = This number is not to be used

4 = Directors' examination of the bank conducted in accordance with generally accepted auditing standards by a certified public accounting firm (may be required by state-chartering authority)

5 = Directors' examination of the bank performed by other external auditors (may be required by state-chartering authority)

6 = Review of the bank's financial statements by external auditors

7 = Compilation of the bank's financial statements by external auditors

8 = Other audit procedures (excluding tax preparation work)

9 = No external audit work

#### To be reported with the March Report of Condition.

2. Bank's fiscal year-end date (report the date in MMDD format).....
- | RCON | Date |      |
|------|------|------|
| 8678 | 1231 | M.2. |

1. Includes, but is not limited to, net unrealized holding gains (losses) on available-for-sale securities, accumulated net gains (losses) on cash flow hedges, and accumulated defined benefit pension and other postretirement plan adjustments.

2. Includes treasury stock and unearned Employee Stock Ownership Plan shares.

## Calculation of Filing Fee Tables

Form S-3  
(Form Type)Weatherford International public limited company  
(Exact Name of Registrant as Specified in its Charter)Weatherford International Ltd.  
(Exact Name of Registrant as Specified in its Charter)Weatherford International, LLC  
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee	Carry Forward Form Type	Carry Forward File Number	Carry Forward Initial effective date	Filing Fee Previously Paid In Connection with Unsold Securities to be Carried Forward
Newly Registered Securities											
Fees to Be Paid	Equity	Ordinary shares, par value \$ 0.01 USD per share of Weatherford International public limited company ("Weatherford Ireland")									
	Equity	Options of Weatherford Ireland	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Equity	Warrants of Weatherford Ireland	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Other	Share Purchase Contracts of Weatherford Ireland	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Other	Share Purchase Units of Weatherford Ireland <sup>(3)</sup>	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Other	Securities by Weatherford Ireland <sup>(4)</sup>	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Debt	Debt Securities of Weatherford International Ltd. ("Weatherford Bermuda")	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Other	Guarantees of Debt Securities by Weatherford Bermuda <sup>(4)</sup>	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Debt	Debt Securities of Weatherford International, LLC ("Weatherford Delaware")	(1)	(1)	(1)	(2)	(2)	—	—	—	—
	Other	Guarantees of Debt Securities by Weatherford Delaware <sup>(4)</sup>	(1)	(1)	(1)	(2)	(2)	—	—	—	—
Fees Previously Paid	—	—	—	—	—	—	—	—	—	—	—
Carry Forward Securities											
Carry Forward Securities	—	—	—	—	—	—	—	—	—	—	—
Total Offering Amounts							—	—	—	—	—
Total Fees Previously Paid							—	—	—	—	—
Total Fee Offsets							—	—	—	—	—
Net Fee Due							—	—	—	—	—

(1) An indeterminate amount of the securities of each identified class is being registered as may from time to time be offered hereunder at indeterminate prices, along with an indeterminate number of securities that may be issued upon exercise, settlement, exchange or conversion of securities offered or sold hereunder. Pursuant to Rule 416 under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement also covers any additional securities that may be offered or issued in connection with any stock split, stock dividend or pursuant to anti-dilution provisions of any of the securities. Separate consideration may or may not be received for securities that are issuable upon conversion, exercise or exchange of other securities.

(2) In accordance with Rules 456(b) and 457(r) under the Securities Act, the registrant is deferring payment of all registration fees.

(3) Each unit may be issued under one or more unit agreements and will represent an interest in share purchase contracts, debt securities or debt obligations of third parties, including U.S. Treasury securities.

(4) Debt securities issued by Weatherford Bermuda may be guaranteed by Weatherford Ireland and Weatherford Delaware. Debt securities issued by Weatherford Delaware may be guaranteed by Weatherford Ireland and Weatherford Bermuda. In accordance with Rule 457(n), no separate fee is payable with respect to the guarantees of the debt securities being registered.

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