

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

**FORM 8-K**

**CURRENT REPORT  
PURSUANT TO SECTION 13 OR 15(d) OF THE  
SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): **November 14, 2019**

**Weatherford International plc**  
(Exact name of registrant as specified in its charter)

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

**001-36504**  
(Commission File Number)

**98-0606750**  
(I.R.S. Employer Identification No.)

**2000 St. James Place, Houston, Texas**  
(Address of principal executive offices)

**77056**  
(Zip Code)

Registrant's telephone number, including area code: **(713) 836-4000**

(Former name or former address, if changed since last report)

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

<u>Title of each class</u>	<u>Trading symbol</u>	<u>Name of each exchange on which registered</u>
Ordinary Shares, par value \$0.001 per share	WFTIQ	New York Stock Exchange

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2.):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

## **Item 1.01 Entry into a Material Definitive Agreement.**

As previously announced, on July 1, 2019, Weatherford International plc (“WIL-Ireland”), Weatherford International Ltd. (“WIL-Bermuda”), WOFS Assurance Limited (“WOFS”), and certain subsidiaries of WIL-Ireland (collectively, the “Weatherford Parties”), the lenders party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the “Administrative Agent”) entered into a forbearance agreement (the “Forbearance Agreement”) with respect to certain defaults under that certain Credit Agreement, dated May 9, 2016, by and among WIL-Bermuda, WOFS, WIL-Ireland, the Administrative Agent and the lenders from party thereto from time to time.

On November 14, 2019, the Weatherford Parties and the Lenders entered into an amendment to the Forbearance Agreement (the “Forbearance Agreement Amendment”) which (i) extends the date by which WIL-Bermuda and WOFS are required to deliver an executed and binding commitment letter in respect of an exit revolving credit facility from November 15, 2019 to November 30, 2019 and (ii) modifies the commitments required under the exit revolving credit facility to principal amount of not less than \$600,000,000 (with a letter of credit sublimit of up to \$550,000,000) from a principal amount of not less than \$750,000,000 (with a letter of credit sublimit of up to \$500,000,000).

The foregoing description of the Forbearance Agreement Amendment does not purport to be complete and is qualified in its entirety by the full text of the Forbearance Agreement Amendment, a copy of which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference in this Item 1.01.

## **Cautionary Note Regarding Forward-Looking Statements**

Certain statements in this Current Report on Form 8-K, including the exhibit hereto, are forward-looking statements. In addition, our management may from time to time make oral forward-looking statements. All statements, other than statements of historical facts, are forward-looking statements. Forward-looking statements may be identified by the words “believe,” “expect,” “anticipate,” “project,” “plan,” “estimate,” “may,” “will,” “could,” “should,” “seek” or “intend” and similar expressions. Forward-looking statements reflect our current expectations and assumptions regarding our business, the economy and other future events and conditions and are based on currently available financial, economic and competitive data and our current business plans. Actual results could vary materially depending on risks and uncertainties that may affect our operations, markets, services, prices and other factors as discussed in the Risk Factors section of our filings with the Securities and Exchange Commission (the “SEC”). While we believe our assumptions are reasonable, we caution you against relying on any forward-looking statements as it is very difficult to predict the impact of known factors, and it is impossible for us to anticipate all factors that could affect our actual results. Important factors that could cause actual results to differ materially from those in the forward-looking statements include, but are not limited to, the ability to consummate a plan of reorganization in accordance with the terms of the Restructuring Support Agreement entered into among WIL-Ireland, WIL-Bermuda, Weatherford International, LLC and the other parties thereto; risks attendant to the bankruptcy process, the outcomes of bankruptcy cases and examinership proceedings in general and the length of time that we may be required to operate in bankruptcy; the effectiveness of the overall restructuring activities and any additional strategies that we may employ to address our liquidity and capital resources; restrictions on us due to the terms of any debtor-in-possession credit facility that we have entered into in connection with the cases and restrictions imposed by the U.S. Bankruptcy Court for the Southern District of Texas; our ability to achieve our forecasted revenue and pro forma leverage ratio and generate free cash flow to further reduce our indebtedness; a weakening of global economic and financial conditions, changes in governmental regulations and related compliance and litigation costs and the other factors listed in our SEC filings. For a more detailed discussion of these and other risk factors, see the Risk Factors section in our most recent Annual Report on Form 10-K and Quarterly Report on Form 10-Q and our other filings made with the SEC. All forward-looking statements are expressly qualified in their entirety by this cautionary notice. The forward-looking statements made by us speak only as of the date on which they are made. Factors or events that could cause our actual results to differ may emerge from time to time. We undertake no obligation to publicly update or revise any forward-looking statement as a result of new information, future events or otherwise, except as otherwise required by law.

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**Item 9.01. Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description</b>
<a href="#">10.1</a>	<a href="#">Amendment to Forbearance Agreement, dated November 14, 2019, by and among Weatherford International plc (“WIL-Ireland”), Weatherford International Ltd., WOFS Assurance Limited, and certain subsidiaries of WIL-Ireland, the lenders party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent for the Lenders.</a>
104	Cover Page Interactive Data File – the cover page XBRL tags are embedded within the Inline XBRL document.

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**SIGNATURE**

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

Date: November 15, 2019

**Weatherford International plc**

By: /s/ Christina M. Ibrahim  
Name: Christina M. Ibrahim  
Title: Executive Vice President, General Counsel, Chief Compliance Officer  
and Corporate Secretary

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## EXECUTION VERSION

This AMENDMENT TO FORBEARANCE AGREEMENT (this "Amendment"), dated as of November 14, 2019, is by and among WEATHERFORD INTERNATIONAL LTD., a Bermuda exempted company ("WIL-Bermuda"), WOFS ASSURANCE LIMITED, a Bermuda exempted company ("WOFS"), and together with WIL-Bermuda, the "Borrowers"), WEATHERFORD INTERNATIONAL PLC, an Irish public limited company ("WIL-Ireland"), each of the Guarantors in their capacities as such (together with the Borrowers and WIL-Ireland, the "Obligors"), the Lenders (as defined below) party hereto from time to time and JPMORGAN CHASE BANK, N.A., as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), and the Issuing Banks party hereto from time to time.

## WITNESSETH:

WHEREAS, the Borrowers, WIL-Ireland, the Guarantors, the Administrative Agent and the Lenders party thereto are parties to that certain Forbearance Agreement, dated as of July 1, 2019 (as amended, supplemented or otherwise modified, the "Forbearance Agreement").

WHEREAS, the Borrowers have requested that the Lenders agree to amend certain provisions of the Forbearance Agreement, and the Lenders party hereto have agreed to amend the Forbearance Agreement as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises herein contained and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. DEFINITIONS. Unless otherwise defined herein, capitalized terms are used herein as defined in the Forbearance Agreement.

SECTION 2. AMENDMENT. Section 3.1(a)(iv)(A) of the Forbearance Agreement is hereby amended and restated in its entirety as follows:

“(iv) (A) The Borrower shall not have delivered to the Lenders on or before November 30, 2019, an executed and binding commitment letter in respect of the exit revolving credit facility in the principal amount of not less than \$600,000,000, including a letter of credit sublimit of up to \$550,000,000, from one or more creditworthy financial institutions which provides financings of this type in the ordinary course of its business and which is reasonably capable of fulfilling its commitment and with such conditions to funding that are customary for financings of this type (the "Revolver Exit Commitment")”

SECTION 3. CONDITIONS PRECEDENT.

3.1 Amendment Effective Date. This Amendment shall become effective (the "Amendment Effective Date") on the first date on which all of the following conditions have been satisfied or waived by the Administrative Agent and the Required Lenders:

(a) Execution and Delivery. The Administrative Agent shall have received counterparts of this Amendment duly executed by (a) the Borrowers and WIL-Ireland and (b) the Required Lenders.

(b) No Default. There shall be no Default or Event of Default (other than the Specified Events of Default).

(c) Representations and Warranties. As of the Amendment Effective Date, the representations and warranties contained in this Agreement, the Credit Agreement and in each other Loan Document (other than with respect to Specified Events of Default) shall be true and correct in all material respects (or in any respect to the extent such representation or warranty is qualified by materiality) on and as of the Amendment Effective Date as if made on and as of the Amendment Effective Date, except to the extent such representations and warranties specifically relate to an earlier date, in which case such representations and warranties shall have been true and correct in all material respects (or in any respect to the extent such representation or warranty is qualified by materiality) on and as of such earlier date.

(d) Payment of Legal Fees. The Obligors shall have paid, on the Amendment Effective Date and to the extent invoiced to the Borrowers at least one (1) Business Days prior thereto, the reasonable and documented out-of-pocket accrued expenses of the Administrative Agent, including, without limitation, the reasonable and documented fees, charges and disbursements of Simpson Thacher & Bartlett LLP.

SECTION 4. REPRESENTATIONS AND WARRANTIES. In order to induce the Credit Parties party hereto to enter into this Amendment, the Obligors party hereto hereby represent and warrant to the Credit Parties that:

(a) each Obligor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and has all requisite power and authority to execute, deliver and perform its obligations under this Amendment;

(b) the representations and warranties of each Obligor contained in the Credit Agreement and the other Loan Documents are true and correct in all material respects on and as of the Amendment Effective Date (except with respect to the Specified Events of Default) as if made on and as of the Amendment Effective Date, except where such representations and warranties expressly relate to an earlier date in which case such representations and warranties were true and correct in all material respects as of such earlier date;

(c) the execution, delivery, and performance by each Obligor of this Amendment, (i) have been duly authorized by all necessary corporate, partnership or other proceedings on its part or on its behalf, (ii) does not and will not violate any applicable law or regulation applicable to such Obligor or the charter, limited liability company agreement, by-laws or other organizational documents of such Obligor or any order of any Governmental Authority, (iii) does not require any consent or approval of, registration or filing with (other than any disclosure filing), or any other action by, any Governmental Authority, except as have been made or obtained or made and are in full force; and

(d) this Amendment constitutes the legal, valid and binding obligation of each Obligor, enforceable against such Obligor in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law.

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SECTION 5. CONTINUING EFFECT. Except as expressly provided herein, the Forbearance shall continue to be and shall remain in full force and effect in accordance with its terms. Except as expressly provided herein, this Amendment (i) shall not constitute an amendment, waiver or modification of any provision of the Forbearance Agreement and (ii) shall not be construed as an amendment, waiver or modification of any action on the part of the Borrowers or the other Obligor that would require an amendment, waiver or consent of the Credit Parties. This Amendment is a Loan Document.

SECTION 6. MISCELLANEOUS. Sections 15 and 17 of the Forbearance Agreement are hereby incorporated herein *mutatis mutandis*.

SECTION 7. CONSENT OF GUARANTORS. Each of the Guarantors hereby consents to this Agreement.

SECTION 8. RELEASE. On and as of the Amendment Effective Date, each of the Obligor (on behalf of itself and its Affiliates) and its successors-in-title, legal representatives and assignees and, to the extent the same is claimed by right of, through or under any of the Obligor, for its past, present and future employees, agents, representatives, officers, directors, shareholders, and trustees (each, a "Releasing Party" and collectively, the "Releasing Parties"), does hereby release and discharge, and shall be deemed to have forever released and discharged, the Credit Parties, and the Credit Parties' respective successors-in-title, legal representatives and assignees, past, present and future officers, directors, affiliates, shareholders, trustees, agents, employees, consultants, experts, advisors, attorneys and other professionals and all other persons and entities to whom any of the foregoing would be liable if such persons or entities were found to be liable to any Releasing Party, or any of them (collectively hereinafter the "Lender Parties"), from any and all manner of action and actions, cause and causes of action, claims, charges, demands, counterclaims, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, damages, judgments, expenses, executions, liens, claims of liens, claims of costs, penalties, attorneys' fees, or any other compensation, recovery or relief on account of any liability, obligation, demand or cause of action of whatever nature, whether in law, equity or otherwise (including, without limitation, any so called "lender liability" claims, interest or other carrying costs, penalties, legal, accounting and other professional fees and expenses and incidental, consequential and punitive damages payable to third parties, or any claims arising under 11 U.S.C. §§ 541-550 or any claims for avoidance or recovery under any other federal, state or foreign law equivalent), whether known or unknown, fixed or contingent, joint and/or several, secured or unsecured, due or not due, primary or secondary, liquidated or unliquidated, contractual or tortious, direct, indirect, or derivative, asserted or unasserted, foreseen or unforeseen, suspected or unsuspected, now existing, heretofore existing or which may heretofore accrue against any of the Lender Parties in their capacities as such under any of the Loan Documents, whether held in a personal or representative capacity, solely to the extent based on any act, fact, event or omission or other matter, cause or thing occurring at or from any time prior to and including (but not after) the date hereof in any way, directly or indirectly arising out of, connected with or relating to any of this Agreement, the Loan Documents and the transactions contemplated hereby or thereby, or any other agreements, certificates, instruments and other documents and statements (whether written or oral) related to any of the foregoing (each, a "Claim" and collectively, the "Claims"). Each Releasing Party further stipulates and agrees with respect to all Claims, that it hereby waives, to the fullest extent permitted by applicable law, any and all provisions, rights, and benefits conferred by any applicable U.S. federal or state law, or any principle of common law, that would otherwise limit a release or discharge of any unknown Claims pursuant to this Section 8.

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SECTION 9. GOVERNING LAW. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO, SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

SECTION 11. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of the Borrowers, the Guarantors, and the Credit Parties, and each of their respective successors and assigns, and shall not inure to the benefit of any third parties. The execution and delivery of this Agreement by any Lender prior to the Amendment Effective Date shall be binding upon its successors and assigns and shall be effective as to any Loans or Commitments assigned to it after such execution and delivery.

SECTION 12. NO THIRD PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the parties hereto and no other person or entity shall have any right of action hereon, right to claim any right or benefit from the terms contained herein, or be deemed a third party beneficiary hereunder.

SECTION 13. REVIEW AND CONSTRUCTION OF DOCUMENTS. Each party hereto hereby acknowledges, and represents and warrants to the other parties hereto, that:

- (a) it has had the opportunity to consult with legal counsel of its own choice and has been afforded an opportunity to review this Agreement with legal counsel;
  - (b) it has carefully reviewed this Agreement and fully understands all terms and provisions of this Agreement;
  - (c) it has freely, voluntarily, knowingly, and intelligently entered into this Agreement of its own free will and volition;
  - (d) none of the Credit Parties have a fiduciary relationship with any of the Obligors and the Obligors do not have a fiduciary relationship with the Credit Parties, and the relationship between the Credit Parties, on the one hand, and the Obligors, on the other hand, is solely that of creditor and debtor; and
  - (e) no joint venture exists among the Obligors and the Credit Parties.
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SECTION 14. ENTIRE AGREEMENT; AMENDMENT. THE FORBEARANCE AGREEMENT AND THIS AMENDMENT EMBODY THE FINAL, ENTIRE AGREEMENT AMONG THE PARTIES HERETO REGARDING THE CREDIT PARTIES' FORBEARANCE WITH RESPECT TO THEIR RIGHTS AND REMEDIES WHICH MAY ARISE AS A RESULT OF THE SPECIFIED EVENTS OF DEFAULT AND SUPERSEDE ANY AND ALL PRIOR COMMITMENTS, AGREEMENTS, REPRESENTATIONS, AND UNDERSTANDINGS, WHETHER WRITTEN OR ORAL, RELATING TO THE SUBJECT MATTER THEREOF AND HEREOF AND MAY NOT BE CONTRADICTED OR VARIED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OR DISCUSSION OF THE PARTIES HERETO. THERE ARE NO ORAL AGREEMENTS AMONG THE PARTIES HERETO. The provisions of this Amendment may be amended or waived only by an instrument in writing signed by the Borrowers, the Lenders constituting the Required Lenders and, to the extent required under Section 11.01 of the Credit Agreement, the Issuing Bank and the Administrative Agent.

SECTION 15. COUNTERPARTS. This Agreement may be executed by the parties hereto in any number of separate counterparts and all of said counterparts taken together shall be deemed to constitute one and the same instrument. An executed signature page of this Agreement may be delivered by facsimile transmission or electronic PDF of the relevant signature page hereof.

SECTION 16. HEADINGS. Section headings used in this Agreement are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

[Signature Pages Follow]

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first written above.

WEATHERFORD INTERNATIONAL LTD.

By: /s/Mohammed Dadhiwala

Name: Mohammed Dadhiwala

Title: Vice President

WEATHERFORD INTERNATIONAL PLC

By: /s/ Stuart Fraser

Name: Stuart Fraser

Title: Vice President and Chief Accounting Officer

WOFS ASSURANCE LIMITED

By: /s/Mohammed Dadhiwala

Name: Mohammed Dadhiwala

Title: Vice President

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AUSTRALIA GUARANTOR:

WEATHERFORD AUSTRALIA PTY LIMITED

By: /s/ Antonino Gullotti

Name: Antonino Gullotti

Title: Director

By: /s/ Robert Antonio De Gasperis

Name: Robert Antonio De Gasperis

Title: Director

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BERMUDA GUARANTORS:

KEY INTERNATIONAL DRILLING COMPANY LIMITED  
SABRE DRILLING LTD.  
WEATHERFORD BERMUDA HOLDINGS LTD.  
WEATHERFORD INTERNATIONAL HOLDING (BERMUDA) LTD.  
WEATHERFORD PANGAEA HOLDINGS LTD.  
WEATHERFORD SERVICES, LTD.  
WEATHERFORD HOLDINGS (BERMUDA) LTD.

By: /s/ Mohammed Dadiwala

Name: Mohammed Dadiwala

Title: Vice President

KEY INTERNATIONAL DRILLING COMPANY LIMITED

By: /s/ Andrew David Gold

Name: Andrew David Gold

Title: President

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BVI GUARANTORS:

WEATHERFORD COLOMBIA LIMITED  
WEATHERFORD DRILLING INTERNATIONAL (BVI) LTD.  
WEATHERFORD DRILLING INTERNATIONAL HOLDINGS (BVI) LTD.  
WEATHERFORD HOLDINGS (BVI) LTD.  
WEATHERFORD OIL TOOL MIDDLE EAST LIMITED

By: /s/ Mohammed Dadhiwala  
Name: Mohammed Dadhiwala  
Title: Vice President

WEATHERFORD HOLDINGS (BVI) LTD.  
WEATHERFORD OIL TOOL MIDDLE EAST LIMITED

By: /s/ Mohammed Dadhiwala  
Name: Mohammed Dadhiwala  
Title: Senior Vice President

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CANADA GUARANTORS:

WEATHERFORD CANADA LTD.  
WEATHERFORD (NOVA SCOTIA) ULC

By: /s/ Pamela M. Webb

Name: Pamela M. Webb

Title: Director & Vice President

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ENGLAND GUARANTORS:

WEATHERFORD EURASIA LIMITED  
WEATHERFORD U.K. LIMITED

By: /s/ Richard Strachan  
Name: Richard Strachan  
Title: Director

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LUXEMBOURG GUARANTORS:

WEATHERFORD EUROPEAN HOLDINGS (LUXEMBOURG) S.À R.L.  
WEATHERFORD INTERNATIONAL (LUXEMBOURG) HOLDINGS S.À  
R.L.

By: /s/ Mathias Neuenschwander

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Name: Mathias Neuenschwander

Title: Manager A

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NETHERLANDS GUARANTOR:

WEATHERFORD NETHERLANDS B.V.

By: /s/ N. L. V. Dgh

Name: N. L. V. Dgh

Title: Director

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NORWAY GUARANTOR:

WEATHERFORD NORGE AS

By: /s/ Geiregil Maller Olsen

Name: Geiregil Maller Olsen

Title: Norway Director

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PANAMA GUARANTOR:

WEATHERFORD SERVICES S. DE R.L.

By: /s/ Christine M. Morrison

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Name: Christine M. Morrison

Title: Administrator

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SWITZERLAND GUARANTORS:

WOFS SWISS FINANCE GMBH

By: /s/ Aryana Gabariu-Truong

Name: Aryana Gabariu-Truong

Title: Managing Officer

WEATHERFORD MANAGEMENT COMPANY SWITZERLAND SARL

WEATHERFORD WORLDWIDE HOLDINGS GMBH

WEATHERFORD HOLDINGS (SWITZERLAND) GMBH

By: /s/ Valleri Mueller

Name: Valleri Mueller

Title: Managing Officer

WEATHERFORD PRODUCTS GMBH

WEATHERFORD SWITZERLAND TRADING AND DEVELOPMENT

GMBH

WOFS INTERNATIONAL FINANCE GMBH

By: /s/ Mathias Neuenschwander

Name: Mathias Neuenschwander

Title: Managing Officer

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LOUISIANA GUARANTOR:

WEATHERFORD U.S., L.P.

By: /s/ Christine M. Morrison

Name: Christine M. Morrison

Title: Vice President

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DELAWARE GUARANTORS:

PD HOLDINGS (USA), L.P.  
PRECISION ENERGY SERVICES, INC.  
WEATHERFORD ARTIFICIAL LIFT SYSTEMS, LLC  
WEATHERFORD INVESTMENT INC.  
WEATHERFORD INTERNATIONAL, LLC  
WEATHERFORD/LAMB, INC.  
WEUS HOLDING, LLC

By: /s/ Christine M. Morrison

Name: Christine M. Morrison

Title: Vice President

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CALIFORNIA GUARANTOR:

VISUAL SYSTEMS, INC.

By: /s/ Christine M. Morrison

Name: Christine M. Morrison

Title: Vice President

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TEXAS GUARANTOR:

PRECISION OILFIELD SERVICES, LLP,

By: /s/ Christine M. Morrison

Name: Christine M. Morrison

Title: Vice President

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JPMORGAN CHASE BANK, N.A., as  
Administrative Agent, Issuing Bank and Lender

By: /s/ Sandeep S. Parihar

Name: Sandeep S. Parihar

Title: Executive Director

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Wells Fargo Bank, N.A.  
Lender and Issuing Bank

By: /s/ Reginald Dawson  
Name: Reginald Dawson  
Title: Managing Director

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Morgan Stanley Bank, N.A.  
Lender

By: /s/ Kevin Newman

Name: Kevin Newman

Title: Authorized Signatory

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Barclays Bank PLC (“Barclays”), solely in respect of its Portfolio Management Group (“PMG”) and not any other desk, unit, group, division, or affiliate of Barclays, as a Lender

By: /s/ Sydney G. Dennis

Name: Sydney G. Dennis

Title: Director

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The Toronto-Dominion Bank, New York Branch  
Lender and Issuing Bank

By: /s/ Maria Macchiaroli

Name: Maria Machiaroli

Title: Authorized Signatory

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Citibank, N.A.  
Lender

By: /s/ Peter Baumann  
Name: Peter Baumann  
Title: Vice President

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UniCredit Bank, AG, New York Branch  
Lender

By: /s/ Michael D. Novellino  
Name: Michael D. Novellino  
Title: Director

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By: /s/ Scott Obeck  
Name: Scott Obeck  
Title: Director

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Skandinaviska Enskilda Banken AB (publ)  
Lender

By: /s/ Penny Neville-Park  
Name: Penny Neville-Park  
Title:

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By: /s/ Duncan Nash  
Name: Duncan Nash  
Title:

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Royal Bank of Canada  
Lender

By: /s/ Leslie P. Vowell

Name: Leslie P. Vowell

Title: Authorized Signatory

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Banco Bilbao Vizcaya Argentaria, S.A. New York Branch  
Lender

By: /s/ Mauricio Benitez

Name: Mauricio Benitez

Title: Managing Director

By: /s/ Miriam Trautman

Name: Miriam Trautman

Title: Senior Vice President

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Amendment to Forbearance Agreement

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