As filed with the U.S. Securities and Exchange Commission on November 13, 2026

Registration No. 333-288045
Registration No. 333-288045-01
Registration No. 333-288045-02

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

POST-EFFECTIVE AMENDMENT NO. 1

to

FORM S-3

REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

Weatherford International Corp

(Exact name of registrant as specified in its charter)

Delaware	**42-2104458**
(State or other jurisdiction of incorporation or organization)	(I.R.S. Employer Identification Number)

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

Weatherford International Ltd.	**Weatherford US Holding, LLC**
(Exact name of co-registrant as specified in its charter)	(Exact name of co-registrant as specified in its charter)
Bermuda	**Delaware**
(State or other jurisdiction of incorporation or organization)	(State or other jurisdiction of incorporation or organization)
98-0371344	**33-0430755**
(I.R.S. Employer Identification Number)	(I.R.S. Employer Identification Number)
2000 Saint James Place, Houston, Texas 77056 **(713) 836-4000**	**2000 Saint 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)	(Address, including zip code, and telephone number, including area code, of co-registrant's principal executive offices)

Scott C. Weatherholt
Executive Vice President, General Counsel and Chief Compliance Officer
2000 Saint 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. ☐

EXPLANATORY NOTE

This Post-Effective Amendment No. 1 (this "Amendment") relates to the Registration Statement on Form S-3ASR, (File Nos. 333-288045, 333-288045-01 and 333-288045-02) (the "Registration Statement") originally filed by 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 LLC"), which was filed with the U.S. Securities and Exchange Commission (the "SEC") on June 13, 2025 and became effective immediately upon filing.

On September 3, 2026, Weatherford-Ireland's shareholders voted to approve changing its legal domicile from Ireland to Delaware pursuant to a scheme of arrangement under Irish law (the "Scheme of Arrangement"), that resulted in the shareholders of Weatherford-Ireland becoming stockholders of Weatherford International Corp, a Delaware corporation ("Weatherford-US" or "Weatherford"). The Scheme of Arrangement was effective on November 13, 2026 (the "Effective Date").

This Amendment is being filed pursuant to Rule 414(d) under the Securities Act of 1933, as amended (the "Securities Act"), for the purpose of establishing Weatherford-US as the successor issuer to Weatherford-Ireland, as Weatherford-US has become the successor registrant of Weatherford-Ireland's ordinary shares pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended (the "Exchange Act"). Weatherford-US hereby adopts the Registration Statement as its own registration statement for all purposes of the Securities Act and the Exchange Act.

The information contained in this Amendment sets forth the additional information necessary to reflect any material changes made in connection with or resulting from the Redomestication or necessary to keep the Registration Statement from being misleading in any material respect. This Amendment is also being filed to reflect that, as a result of an internal restructuring in connection with the Redomestication, Weatherford LLC changed its name to Weatherford US Holding, LLC, effective March 19, 2026.

This Amendment shall become effective immediately upon filing with the SEC. For the purposes of this Amendment and the Registration Statement, "Weatherford," the "Company," "we," "us" and "our" refer to (i) Weatherford-Ireland and its subsidiaries, with respect to the period prior to the Effective Date, and to (ii) Weatherford-US and its subsidiaries, with respect to the period on and after the Effective Date, in each case unless otherwise stated or the context otherwise requires.

PROSPECTUS

Weatherford International Corp

(a Delaware corporation)

Common Stock
Options
Warrants
Share Purchase Contracts
Share Purchase Units
Guarantees of Debt Securities

Weatherford International Ltd.

(a Bermuda exempted company)

Debt Securities
Guarantees of Debt Securities

Weatherford US Holding, LLC

(a Delaware limited liability company)

Debt Securities
Guarantees of Debt Securities

Weatherford International Corp, a Delaware corporation ("Weatherford"), Weatherford International Ltd., a Bermuda exempted company ("Weatherford Bermuda"), and Weatherford US Holding, LLC, a Delaware limited liability company ("Weatherford LLC"), may offer the above listed securities, together, separately or in any combination thereof, and sell such securities 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. The prospectus supplement may also add, update or change information contained in this prospectus. You should read this prospectus and any applicable accompanying prospectus supplement carefully before you make any investment decision.

This prospectus may not be used to consummate sales of securities of Weatherford, Weatherford Bermuda or Weatherford LLC, unless it is accompanied by a prospectus supplement.

Weatherford common stock is traded on the Nasdaq Global Select Market ("Nasdaq") under the symbol "WFRD."

Investing in our securities involves risk. You should carefully review the risks and uncertainties described under the headings "Forward-Looking Statements" on page 3 and "Risk Factors" on page 7 herein and in any applicable prospectus supplement and the risk factors included in our periodic reports that we file with the U.S. Securities and Exchange Commission before you invest in our securities.

Neither the U.S. Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

November 13, 2026.

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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, Weatherford Bermuda or Weatherford LLC may, from time to 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 and the general manner in which the securities may be offered. Each time Weatherford, Weatherford Bermuda or Weatherford LLC offers securities, we 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 contained or incorporated by reference in this prospectus, any accompanying prospectus supplement or any free writing prospectus filed by us with the SEC and any information about the terms of securities offered conveyed to you by us, our underwriters or agents. We have not authorized anyone else to provide you with additional or different information. You should not assume that the information contained in this prospectus, any accompanying prospectus supplement or any free writing prospectus is accurate as of any date other than their respective dates.

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

- "Weatherford" refers to Weatherford International Corp, a Delaware corporation.
- "Weatherford Bermuda" refers to Weatherford International Ltd., a Bermuda exempted company and wholly owned, indirect subsidiary of Weatherford.
- "Weatherford LLC" refers to Weatherford US Holding, LLC, a Delaware limited liability company and wholly owned, indirect subsidiary of Weatherford that was formerly called Weatherford International, LLC until its name was changed effective March 19, 2026.
- "We," "us" or "our" refers to Weatherford and its subsidiaries (including Weatherford Bermuda and Weatherford LLC) 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 that are available to the public at the SEC's website at *www.sec.gov*. The SEC allows us to "incorporate by reference" into this prospectus the information that we file with the SEC, which means that we can disclose important information to you by referring you to other documents we have filed separately with the SEC. This prospectus also contains summaries of information contained in documents that we have filed or will file as exhibits to our SEC filings. Such summaries do not purport to be complete and are qualified in their entirety by reference to the actual documents filed with the SEC. In addition, all documents that we subsequently file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act shall be deemed to be incorporated by reference into this prospectus. We are not, however, incorporating any documents (or portions thereof) that we are deemed to furnish and not file with the SEC.

We incorporate by reference the following documents:

- Weatherford's Annual Report on Form 10-K for the fiscal year ended December 31, 2025, as filed with the SEC on February 4, 2026;
- The portions of Weatherford's Definitive Proxy Statement on Schedule 14A, filed on April 21, 2026, that are incorporated by reference into Part III of our Annual Report on Form 10-K for the fiscal year ended December 31, 2025;
- Weatherford's Definitive Proxy Statement on Schedule 14A filed with the SEC on July 13, 2026;
- Weatherford's Quarterly Reports on Form 10-Q for the quarter ended March 31, 2026, as filed with the SEC on April 22, 2026, for the quarter ended June 30, 2026, as filed with the SEC on July 22, 2026, and for the quarter ended September 30, 2026, filed with the SEC on October 21, 2026;
- Weatherford's Current Reports on Form 8-K, as filed with the SEC on January 27, 2026, April 2, 2026, June 1, 2026, June 11, 2026, September 1, 2026, September 3, 2026, September 4, 2026, October 20, 2026, October 27, 2026 and November 13, 2026 (excluding any information furnished and not filed); and
- The description of Weatherford's common stock contained in Exhibit 4.1 to its Current Report on Form 8-K12B filed on November 13, 2026, as updated by any amendment or report filed with the SEC for the purpose of updating such description.

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 Corp
Attention: Investor Relations
2000 Saint James Place
Houston, Texas 77056
(713) 836-4000

Our internet address is *www.weatherford.com*. Information on our website is not part of, and is not incorporated by reference into, this prospectus.

FORWARD-LOOKING STATEMENTS

This prospectus includes, and any accompanying prospectus supplement may include, various statements relating to future financial performance and results, business strategy, plans, goals and objectives, including certain projections, business trends, our shareholder return program, 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. Forward-looking statements are only made as of the date of this prospectus or any accompanying prospectus supplement, or if earlier, as of the date they were made, and 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, together with disclosures under "Risk Factors" below, sets forth certain risks and uncertainties relating to our forward-looking statements that may cause actual results to be materially different from our present expectations or projections:

- global political, economic and market conditions, political disturbances, war or other global conflicts, terrorist attacks, changes in global trade policies, tariffs and sanctions, weak local economic conditions and international currency fluctuations (including the Russia Ukraine Conflict, the Iran Conflict and other conflicts in the Middle East);
- general global economic repercussions related to U.S. and global inflationary pressures and potential recessionary concerns;
- failure to ensure on-going compliance with current and future laws and government regulations, 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 such as nationalization of assets, and the potential for such issues to exacerbate other risks and uncertainties listed or referenced;
- increases in the prices and lead times, and the lack of availability of our procured products and services, including due to macroeconomic and geopolitical conditions such as tariffs and changes in trade policies;
- our ability to timely collect from customers;
- cybersecurity incidents, as our reliance on digital technologies increases, those digital technologies may become more vulnerable and/or experience a higher rate of cybersecurity attacks, intrusions or incidents in the current environment of remote connectivity, as well as increased geopolitical conflicts and tensions, including as a result of the Russia Ukraine Conflict;
- our ability to comply with, and respond to, climate change, environmental, social and governance 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 provide services to our customers more sustainably and with a lower carbon footprint;

- 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 remain competitive and to address and participate in changes to the market demands, including for the transition to alternate sources of energy such as geothermal, carbon capture and responsible abandonment, including our digitalization efforts;
- our ability to realize cost savings and business enhancements from our revenue and cost improvement efforts;
- our ability to effectively execute our capital allocation framework;
- our ability to attract, motivate and retain employees, including key personnel;
- our ability to access the capital markets on terms that are commercially acceptable to Weatherford;
- our ability to manage our workforce, supply chain challenges and disruptions, 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 return capital to shareholders, including those related to the timing and amounts (including any plans or commitments in respect thereof) of any dividends and share repurchases;
- our ability to service our debt obligations;
- potential non-cash asset impairment charges for long-lived assets, intangible assets or other assets;
- adverse weather conditions in certain regions of our operations;
- risks associated with disease outbreaks and other public health issues, including a pandemic, their impact on the global economy and our business, customers, suppliers and other partners; further spread and potential for a resurgence of a 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 a 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;
- our ability to realize the expected benefits from the Redomestication;
- the occurrence of difficulties in connection with the Redomestication, including any costs related thereto; and
- the risk that any of the anticipated benefits of our acquisition of NCS Multistage Holdings, Inc. will not be realized or will not be realized within the expected time period.

Many of these factors are macroeconomic in nature and are, therefore, beyond our control. Should one or more of these risks or uncertainties materialize, affect us in ways or to an extent that we currently do not expect or consider to be significant, or should underlying assumptions prove incorrect, our actual results, performance or achievements may vary materially from those described in this report as anticipated, believed, estimated, expected, intended, planned or projected.

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.”

ABOUT US

Weatherford is 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 in the oil and natural gas exploration and production industry as well as new energy platforms.

We conduct business in approximately 75 countries, answering the challenges of the energy industry with 320 operating locations including manufacturing, research and development, service, and training facilities. Our operational performance is reviewed and managed across the life cycle of the wellbore, and we report in three segments: (1) Drilling and Evaluation, (2) Well Construction and Completions, and (3) Production and Intervention.

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

Our principal executive offices are located at 2000 Saint 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. These could include, but are not limited to, capital expenditures, the repayment, refinancing or redemption of debt, investment in subsidiaries, additions to working capital, the repurchase, redemption or retirement of securities (including common stock), dividends, acquisitions and other business opportunities. 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 COMMON STOCK

The following description of Weatherford's common stock is a summary. The complete text of our Certificate of Incorporation and Bylaws, which set forth further detail as to the rights of holders of our common stock, have been filed as an exhibit to our periodic reports filed with the SEC, and 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" refer only to Weatherford.

Authorized Capital Stock

As of November 13, 2026, our authorized capital stock consists of 1,356,000,000 shares, consisting of 1,346,000,000 shares of common stock, par value $0.001 per share, and 10,000,000 shares of preferred stock, par value $0.001 per share. As of November 13, 2026, there were approximately 111 holders of record of our common stock and 72,352,437 shares of common stock issued and outstanding. The actual number of stockholders is considerably greater than the number of record holders and includes beneficial owners whose shares are held in street name by brokers and other nominees.

No shares of preferred stock are currently outstanding.

Voting Rights

Each share of our common stock entitles the holder to one vote with respect to each matter on which holders of common stock are entitled to vote. Subject to the voting rights expressly conferred to the holders of our preferred stock, if any, the holders of our common stock possess exclusive voting power for the election of directors and for all other purposes. There are no cumulative voting rights.

Our Certificate of Incorporation provides that the number of authorized shares may be increased or decreased (but not below the number then outstanding) by a vote of the holders of capital stock without a separate class or series vote.

Dividends

Holders of our common stock share equally in any dividend declared by our board of directors, subject to the rights of the holders of any outstanding preferred stock.

Liquidation Rights

In the event of any voluntary or involuntary liquidation, dissolution or winding up of our affairs, holders of our common stock would be entitled to share ratably in our assets that are legally available for distribution to our stockholders after payment of liabilities. If we have any preferred stock outstanding at such time, holders of the preferred stock may be entitled to distributions and/or liquidation preferences. In either such case, we must pay the applicable distribution to the holders of our preferred stock, if required pursuant to the terms of any such preferred stock, before we may pay distributions to the holders of common stock.

Other Rights

Our stockholders have no preemptive or other rights to subscribe for additional shares. All of the issued and outstanding shares of our common stock are fully paid and nonassessable. Our common stock is not convertible into any other security and is not subject to redemption or sinking fund provisions. Our Certificate of Incorporation and Bylaws do not provide for any restrictions on the transferability of shares of our common stock. Subject to applicable securities laws, shares of our common stock are freely transferable on Nasdaq.

Certain other Provisions of our Certificate of Incorporation and Bylaws and Delaware Law

Board of Directors

Our Certificate of Incorporation provides that, subject to the rights of the holders of any series of preferred stock then outstanding, the number of directors will be fixed from time to time exclusively by our board of directors

pursuant to a resolution adopted by a majority of our whole board of directors, within the range set forth in our Bylaws. Our Bylaws provide that the number of directors shall not be less than three nor more than 14.

Our Bylaws provide that directors are elected by the affirmative vote of a majority of the votes cast in uncontested elections, and by a plurality of the votes cast in contested elections. Under the Delaware General Corporation Law, or DGCL, any director or the board of directors may be removed, with or without cause, by an affirmative vote of shares representing the majority of all voting power then entitled to vote at an election of directors. Our Certificate of Incorporation also provides that, unless otherwise determined by our board of directors, vacancies may be filled only by a vote of a majority of the directors then in office, even though less than a quorum.

Amending Our Certificate of Incorporation and Bylaws

Our Certificate of Incorporation may be amended in any manner provided by the DGCL. Because our common stock is the only class of capital stock that is outstanding as of the date of this prospectus, our Certificate of Incorporation may be amended with the affirmative vote of a majority of the outstanding shares of our common stock.

Our Bylaws may be altered, amended, or repealed or new Bylaws may be adopted by the stockholders holding a majority of the outstanding shares of our common stock, or by the board of directors by the affirmative vote of a majority of our whole board of directors.

Certain Anti-takeover Provisions of Our Certificate of Incorporation and Bylaws and Delaware Law

Our Certificate of Incorporation and Bylaws contain provisions that could deter, delay or prevent a third party from acquiring control of us, even if doing so would benefit our stockholders.

Authorized Preferred Stock

Our Certificate of Incorporation provides that our board of directors may cause us to issue preferred stock from time to time in one or more series and may fix the number of shares and the designation and other terms of each series without the further approval of our stockholders. The ability to authorize undesignated preferred stock makes it possible for our board of directors to issue preferred stock with super voting, special approval, dividend or other rights or preferences on a discriminatory basis that could impede the success of any attempt to acquire us. These and other provisions may have the effect of deferring, delaying or discouraging hostile takeovers, or changes in control or management of our company. Further, the rights of the holders of our common stock will be subject to, and may be adversely affected by, the rights of the holders of any preferred shares that may be issued in the future.

Requirements for Advance Notification of Stockholder Meetings, Nominations and Proposals

Our Certificate of Incorporation provides that special meetings of stockholders may be called by our board of directors or by our Secretary upon a request made in accordance with our Bylaws by one or more stockholders of record who hold, or who are acting as nominee on behalf of other persons who beneficially own, in the aggregate, at least 25% of the outstanding shares of our common stock on the applicable record date. The threshold required for stockholders to call a special meeting may delay the ability of our stockholders to present a proposal for the consideration of stockholders outside of annual meetings.

Our Bylaws establish advance notice procedures with respect to stockholder proposals for annual meetings and the nomination of candidates for election as directors, other than nominations made by or at the direction of the board of directors or a committee of the board of directors. In order for any matter to be "properly brought" before a meeting, a stockholder will have to comply with advance notice requirements and provide us with specified information. Our Bylaws allow the chairman of a meeting of the stockholders to adopt rules and regulations for the conduct of meetings that may have the effect of precluding the conduct of certain business at a meeting if the rules and regulations are not followed. These provisions also may defer, delay or discourage a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us.

Stockholder Action by Unanimous Written Consent

Our Certificate of Incorporation provides that any vote or similar action required or permitted to be taken by holders of our common stock must be effected at a duly called annual or special meeting of our stockholders and may not be effected by consent in writing by such stockholders, unless such written consent is unanimous. As a result, even a holder controlling a majority of our capital stock would not be able to amend our Bylaws or remove directors without holding a meeting of our stockholders called in accordance with our Certificate of Incorporation, our Bylaws and the DGCL.

Section 203 of the DGCL

We are subject to the provisions of Section 203 of the DGCL. In general, Section 203 prohibits a publicly held Delaware corporation from engaging in a "business combination" with any "interested stockholder" for a three-year period following the time that such stockholder becomes an interested stockholder, unless the business combination is approved in a prescribed manner. A "business combination" includes, among other things, a merger, asset or stock sale or other transaction resulting in a financial benefit to the interested stockholder. An "interested stockholder" is a person who, together with affiliates and associates, owns (or who is an affiliate or associate of the corporation and did own within three years prior to the determination of interested stockholder status) 15% or more of the corporation's voting stock. Under Section 203, a business combination between a corporation and an interested stockholder is prohibited unless:

- before the stockholder became an interested stockholder, the board of directors approved either the business combination or the transaction which resulted in the stockholder becoming an interested stockholder;
- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding for purposes of determining the voting stock outstanding, shares owned by persons who are directors and also officers, and employee stock plans, in some instances, but not the outstanding voting stock owned by the interested stockholder; or
- at or after the time the stockholder became an interested stockholder, the business combination was approved by the board of directors of the corporation and authorized at an annual or special meeting of the stockholders, but not by written consent, by the affirmative vote of at least two-thirds of the outstanding voting stock which is not owned by the interested stockholder.

A Delaware corporation may opt out of this provision, but we have not done so. These provisions of the DGCL could have the effect of deferring, delaying or discouraging hostile takeovers and may also have the effect of preventing changes in control or management of our company. It is possible that these provisions could make it more difficult to accomplish transactions other stockholders might deem desirable.

Choice of Forum

Neither our Certificate of Incorporation nor our Bylaws includes an exclusive forum provision, except that our Bylaws provide that, unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act.

Transfer Agent and Registrar

As of the date of this prospectus, the transfer agent and registrar for our common stock is Equiniti Trust Company LLC, 1110 Centre Pointe Curve, Suite 101, Mendota Heights, MN 55120.

Stock Exchange Listing

Our common stock is listed on Nasdaq under the ticker symbol "WFRD."

DESCRIPTION OF OPTIONS AND WARRANTS

The following description of the options and warrants exercisable for shares of common stock 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 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 shares of our common stock in one or more series. We may issue options and warrants independently or together with shares of common stock, 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 common stock purchasable upon the exercise of one option or warrant and the price at which these 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.

U.S. 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.

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 LLC (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 LLC (as applicable, the "Issuer") may offer and guarantees thereof by Weatherford Bermuda, Weatherford LLC or Weatherford, 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, Weatherford Bermuda, Weatherford LLC and a trustee to be 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 LLC, 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 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 a description of the specific terms of the debt securities, including, among others, the following:

- the Issuer (and co-Issuer, as applicable) 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;

- any redemption (including any sinking fund) or early repayment provisions applicable to the particular debt securities being issued;
- 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 any 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;
- any 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;
- any 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;
- any 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 material 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.

U.S. 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 shares of common stock of Weatherford, 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.

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 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 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 shall so determine, with any other indebtedness then or thereafter existing, created, assumed or guaranteed by Weatherford 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 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 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 or a restricted subsidiary;

(4) on property of a restricted subsidiary to secure indebtedness of such restricted subsidiary to Weatherford or another restricted subsidiary;

(5) on property of Weatherford or property of a restricted subsidiary in favor of the United States or any State thereof, or the jurisdiction of organization of Weatherford, 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, 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 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 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 and its restricted subsidiaries and the attributable debt of Weatherford 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 and its consolidated subsidiaries, as shown on the audited consolidated balance sheet contained in the latest annual report to shareholders of Weatherford.

"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) 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 and its consolidated subsidiaries" means the share capital, share premium, contributed surplus and retained earnings of Weatherford and its consolidated subsidiaries, excluding the cost of shares of Weatherford 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 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 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 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) 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 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 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 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 LLC 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 or of any restricted subsidiary, that in the opinion of the Board of Directors of Weatherford is of material importance to the total business conducted by Weatherford 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 or by Weatherford and one or more subsidiaries or by one or more subsidiaries of Weatherford.

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 outstanding, Weatherford 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 becoming aware of the occurrence of any default or event of default in respect of any series of debt securities, Weatherford 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 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 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 U.S. 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 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 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 U.S. 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 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;
- to add a co-issuer or co-obligor with respect to the debt securities (and, to the extent such co-issuer or co-obligor is a guarantor, release the guarantee of such guarantor);
- for any other reason permitted under the Indenture 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 the trustee and its affiliated banks.

Governing Law

The Indenture, the debt securities and the guarantees 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" refer to only Weatherford.

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 shares of common stock at a future date or dates. The price per 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 U.S. Treasury securities, securing the holder's obligations to purchase the shares of common stock 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.

U.S. 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 shares of common stock 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 common stock, and may use securities received from us in settlement of those derivatives to close out any related open borrowings of common stock. 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.

LEGAL MATTERS

Certain U.S. legal matters in connection with the securities will be passed upon for us by King & Spalding LLP. Certain Bermuda legal matters in connection with the securities will be passed upon for us by our special Bermuda counsel, Conyers Dill & Pearman Limited.

EXPERTS

The consolidated financial statements of Weatherford International plc as of December 31, 2025 and 2024, and for each of the years in the three-year period ended December 31, 2025, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2025 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 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 U.S. 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 U.S. court had proper jurisdiction over the parties subject to such judgment;
- the U.S. court did not contravene the rules of natural justice of Bermuda;
- the judgment of the U.S. 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 U.S. 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 U.S. legislation, including the U.S. federal securities laws, because U.S. 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 U.S. jurisdictions, including some remedies available under the U.S. 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 Weatherford Bermuda in U.S. courts. 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 U.S. securities laws by having Weatherford LLC, a Delaware limited liability company and wholly owned subsidiary of Weatherford, be its United States agent appointed for that purpose. Weatherford LLC is located at 2000 Saint James Place, Houston, Texas 77056. A judgment obtained against Weatherford Bermuda in a U.S. 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	**
Transfer agent, registrar and 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

Weatherford is incorporated under the laws of the State of Delaware. Section 145 of the Delaware General Corporation Law, or DGCL, provides that a corporation may indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that such person is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided that such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe their conduct was unlawful.

Weatherford's Certificate of Incorporation provides that, to the fullest extent permitted by the DGCL, no director of Weatherford will be personally liable to Weatherford or its stockholders for monetary damages for breach of fiduciary duty as a director. However, this provision does not eliminate or limit the liability of a director:

- for any breach of the duty of loyalty to Weatherford or its stockholders;
- for acts or omissions not in good faith or that involve intentional misconduct or knowing violation of law;
- under Section 174 of the DGCL regarding unlawful dividends and stock purchases; or
- for any transaction from which the director derived an improper personal benefit.

The Bylaws provide that Weatherford will indemnify each person who was or is made a party or is threatened to be made a party to or is otherwise involved in any action, suit or proceeding by reason of the fact that he or she is or was a director or an officer of Weatherford or, while a director or officer of Weatherford, is or was serving at the request of Weatherford as a director, officer, employee, agent or trustee of another corporation or of a partnership,

joint venture, trust or other enterprise, including service with respect to an employee benefit plan, shall be indemnified and held harmless by the Corporation to the fullest extent permitted by Delaware law, including against all expenses, liability and loss reasonably incurred or suffered by such person.

The Bylaws also provide that Weatherford will pay the expenses (including attorneys' fees) incurred by a director or officer in defending or making certain appearances in any such proceeding in advance of its final disposition or in connection with establishing or enforcing a right to indemnification or advancement of expenses, subject to an undertaking by the indemnitee to repay all amounts so advanced if it is ultimately determined that the indemnitee is not entitled to indemnification or advancement of expenses. The Bylaws also provide certain exceptions to the above and provide that Weatherford may indemnify employees and agents to the fullest extent permitted by Delaware law, subject to certain exceptions.

Weatherford maintains liability insurance policies covering its officers and directors against some liabilities, including certain liabilities under the Securities Act, that may be incurred by them. In addition, and as is customary, Weatherford has entered into indemnification agreements with its directors and executive officers. These agreements provide for the indemnification of, and advancement of expenses to, the indemnitees to the fullest extent permitted by applicable law, subject to certain exceptions described in the indemnification agreements.

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's directors' and officers' liability insurance covers the directors and officers of Weatherford Bermuda for such purposes.

Weatherford LLC

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 LLC's limited liability company agreement provides for indemnification of the member, managers (if any), officers and directors (if any) of Weatherford LLC, as well as, upon approval of the member, other employees or an affiliate of Weatherford LLC, to the fullest extent permitted by Delaware law.

Furthermore, Weatherford LLC has entered into indemnification agreements with certain of its officers. The indemnification agreements require Weatherford LLC 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 LLC 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 LLC, 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 LLC (unless a court of competent jurisdiction determines otherwise). The indemnification agreements also provide that Weatherford LLC must pay all reasonable expenses incurred in advance of a final disposition.

In addition, Weatherford'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 LLC against liability asserted against or incurred by them in their capacity as such, whether or not Weatherford LLC would have the power to indemnify such persons against such liability under the provisions of Weatherford LLC's limited liability company agreement.

Item 16. Exhibits.

Exhibit Number	Description
1.1***	Form of Underwriting Agreement
4.1**	Amended and Restated Certificate of Incorporation of Weatherford International Corp (incorporated by reference to Exhibit 3.1 to Weatherford's Current Report on Form 8-K12B filed November 13, 2026)
4.2**	Amended and Restated Bylaws of Weatherford International Corp (incorporated by reference to Exhibit 3.2 to Weatherford's Current Report on Form 8-K12B filed November 13, 2026)
4.3**	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)
4.4**	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)
4.5**	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)
4.6**	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)
4.7*	Certificate of Formation of Weatherford US Holding, LLC
4.8*	Second Amended and Restated Limited Liability Company Agreement of Weatherford US Holding, LLC
4.9*	Form of Indenture among Weatherford International Corp, Weatherford International Ltd., Weatherford US Holding, LLC, and a trustee to be named therein
4.10*	Form of Debt Security (included as part of Exhibit 4.9)
4.11*	Form of Guarantee (included as part of Exhibit 4.9)
4.12***	Form of Purchase Contract Agreement relating to Share Purchase Contracts and Share Purchase Units
4.13***	Form of Pledge Agreement for Share Purchase Contracts and Share Purchase Units
4.14***	Form of Option Agreement
4.15***	Form of Warrant Agreement
5.1*	Opinion of King & Spalding LLP
5.2*	Opinion of Conyers Dill & Pearman Limited
23.1*	Consent of King & Spalding LLP (included in its opinion filed as Exhibit 5.1)
23.2*	Consent of Conyers Dill & Pearman Limited (included in its opinion filed as Exhibit 5.2)
23.3*	Consent of KPMG LLP
24.1**	Power of Attorney for certain officers and directors of Weatherford International Corp (incorporated by reference to Exhibit 24.1 to the Registration Statement on Form S-3ASR of Weatherford International plc filed on June 13, 2025)
24.2**	Power of Attorney for certain officers and directors of Weatherford International Ltd. (incorporated by reference to Exhibit 24.2 to the Registration Statement on Form S-3ASR of Weatherford International plc filed on June 13, 2025)
24.3*	Power of Attorney for officers and directors of Weatherford US Holding, LLC included as part of the Signature Pages)
25.1***	Form T-1 Statement of Eligibility under the Trust Indenture Act of 1939, as amended, of the Trustee under the Indenture
107**	Calculation of Filing Fee Table (incorporated by reference to Exhibit 107 to the Registration Statement on Form S-3ASR of Weatherford International plc (File No. 333-288045) filed on June 13, 2025).

* Filed herewith.
** Filed previously.
*** 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 in connection with a specific offering, 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 SEC 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 Filing Fee Tables" or "Calculation of Registration Fee" table, as applicable, 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 SEC 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) 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 Corp'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) 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 SEC 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.

(d) 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 SEC under Section 305(b)(2) of the Trust Indenture Act.

SIGNATURES

WEATHERFORD INTERNATIONAL CORP

(a Delaware corporation)

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned 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 Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the city of Houston, Texas on the 13th day of November, 2026.

WEATHERFORD INTERNATIONAL CORP

By: /s/ Scott C. Weatherholt
Scott C. Weatherholt
Executive Vice President, General Counsel and Chief Compliance Officer

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities listed on the 13th day of November, 2026.

Signature	Title
*	President, Chief Executive Officer and Director (Principal Executive Officer)
Girishchandra K. Saligram	
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
Anuj Dhruv	
/s/ Maximiliano Kricorian	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
Maximiliano Kricorian	
*	Chairman of the Board and Director
Charles M. Sledge	
*	Director
Steven Beringhause	
*	Director
Benjamin C. Duster IV	
*	Director
Neal P. Goldman	
*	Director
Jacqueline C. Mutschler	

* By: /s/ Scott C. Weatherholt
Scott C. Weatherholt — Attorney-in Fact

WEATHERFORD INTERNATIONAL LTD.

(a Bermuda exempted company)

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned 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 Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Houston, Texas on the 13th day of November, 2026.

WEATHERFORD INTERNATIONAL LTD.

By: /s/ Scott C. Weatherholt
Scott C. Weatherholt, President

Pursuant to the requirements of the Securities Act of 1933, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities listed on the 13th day of November, 2026.

Signature	Title
*	President and Authorized U.S. Representative (Principal Executive Officer)
Scott C. Weatherholt	
*	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
Anuj Dhruv	
/s/ Maximiliano Kricorian	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
Maximiliano Kricorian	
*	Director
David W. Morris	
*	Director
Javier B. Garcia	
*	Director
Leslie P. Dziwenka	

* By: /s/ Scott C. Weatherholt — Attorney-in Fact
Scott C. Weatherholt

WEATHERFORD US HOLDING, LLC

(a Delaware limited liability company)

Pursuant to the requirements of the Securities Act of 1933, as amended, the undersigned 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 Post-Effective Amendment No. 1 to the Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Houston, Texas on the 13th day of November, 2026.

WEATHERFORD US HOLDING, LLC

By: /s/ David Reed
David Reed, President

Each person whose signature appears below in their capacity as director or officer hereby appoints Girishchandra K. Saligram, Scott C. Weatherholt and Beth Ann Dranguet, 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 SEC 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, as amended, this Post-Effective Amendment No. 1 to the Registration Statement has been signed by the following persons in the capacities indicated below on the 13th day of November, 2026.

Signature	Title
/s/ David Reed David Reed	President (Principal Executive Officer)
/s/ Anuj Dhruv Anuj Dhruv	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
/s/ Maximiliano Kricorian Maximiliano Kricorian	Senior Vice President and Chief Accounting Officer (Principal Accounting Officer)
/s/ Mathias Neuenschwander Mathias Neuenschwander	Managing Officer of Weatherford International Holdings GmbH, the sole member of Weatherford US Holding, LLC

CERTIFICATE OF FORMATION

OF

WEATHERFORD US HOLDING, LLC

This Certificate of Formation of Weatherford US Holding, LLC has been duly executed and is being filed by the undersigned, as an authorized person, to form a limited liability company under the Delaware Limited Liability Company Act (6 Del.C. 18-101, et seq.).

1. The name of the limited liability company is Weatherford US Holding, LLC.

2. The address of its registered office in the State of Delaware is: Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, New Castle County, Delaware 19801. The name of its registered agent at such address is: The Corporation Trust Company.

3. This Certificate of Formation shall be effective on March 31, 2013 at 11:59 p.m. Eastern Time.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Formation of Weatherford US Holding, LLC on the 28th day of March, 2013.

By: /s/ Pam Davis

Name: Pam Davis

Title: Authorized Person

SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT

WEATHERFORD US HOLDING, LLC

This Second Amended and Restated Limited Liability Company Agreement (this "Agreement") of Weatherford US Holding, LLC, a Delaware limited liability company (the "Company"), is adopted and entered into by Weatherford International Holdings GmbH, a Swiss limited liability comp as the sole member of the Company (the "Sole Member"), together with any person (including an entity), admitted to the Company as a member of the Company pursuant to this Agreement, any such person, a "Member") effective as of the 19th day of March, 2026 (the "Effective Date").

The Company was formerly incorporated in the State of Delaware as a corporation under the name Weatherford International, Inc. (the "Corporation"). The Certificate of Incorporation was filed on July 17, 1980, with the Secretary of State of the State of Delaware.

On March 28, 2013, the board of directors and the sole stockholder of the Corporation adopted a resolution and written consent, respectively, adopting and approving the conversion of the Corporation to a limited liability company (the "Conversion"), organized under the provisions of the Delaware Limited Liability Company Act, as amended from time to time (the "Act") and a Certificate of Conversion and Certificate of Formation were filed on March 28, 2013 and effective as of March 31, 2013, with the Secretary of State of the State of Delaware.

On March 19, 2026, the Sole Member adopted a written consent, approving the change in the name of the Company to Weatherford US Holding, LLC.

In consideration of the covenants, conditions and agreements contained herein, the Member, who upon the effective date hereof is the Sole Member, hereby determines as follows:

ARTICLE I
ORGANIZATION OF THE COMPANY

1. Formation.

Weatherford US Holding, LLC is a limited liability company organized under the Act, as amended and restated from time to time. The Certificate of Conversion and the Certificate of Formation were filed on March 28, 2013 and effective as of March 31, 2013, as amended by a Certificate of Amendment filed on March 19, 2026 (the "Certificate").

2. Name.

The name of the Company is Weatherford US Holding, LLC. All business of the Company shall be conducted under the name and title to all property, real, personal or mixed, owned by or leased to the Company shall continue to be held in such name. Notwithstanding the preceding sentence, the Member(s) may change the name of the Company or adopt such trade or fictitious names as it may determine.

3. Purposes and Permitted Activities.

The purposes of the Company are to engage in any business or activity that is not forbidden by the law of the jurisdiction in which the Company engages in that business or activity.

4. Powers.

Subject to all of the provisions of this Agreement, the Company shall have all powers necessary, appropriate or incidental to the accomplishment of its purposes and all other powers conferred upon a limited liability company pursuant to the Act.

5. Term.

The term of the Company (in the form of a corporation) commenced on July 17, 1980 when the original Certificate of Incorporation of the Corporation was filed with the Delaware Secretary of State and such term was not interrupted by the Conversion. The Company continues in existence from such date as the same entity and the term of the Company shall be perpetual, unless it is dissolved sooner in accordance with Section 26(a). Notwithstanding the dissolution of the Company, the existence of the Company as a separate legal entity shall continue until cancellation of the Certificate of Formation in accordance with the Act.

6. Fiscal Year.

The fiscal year of the Company shall begin on January 1 and end on December 31 of each year.

7. Principal Office.

The principal business office of the Company shall be located at such location as may be determined from time to time by the Member.

8. Registered Office.

The registered office of the Company required by the Act to be maintained in the State of Delaware shall be the office of the initial registered agent named in the Certificate, or such other place as the Member may designate in the manner provided by law. The registered agent for service of process at such address shall be the initial registered agent named in the Certificate, or such other person as the Member may designate in the manner provided by law.

9. Member.

The name and business or mailing address of the Member of the Company is as follows:

Member	**Units of Limited Liability Company Interest**	**Percentage of Liability Company Interests**
Weatherford International Holdings GmbH Weststrasse 1 Baar 6340, Switzerland	100	100%

10. Membership Interests.

(a) A "Membership Interest" in the Company shall mean a limited liability company interest and all rights, powers, and obligations possessed by a member of a limited liability company under the Act. Any person to whom all or part of a Membership Interest is transferred shall become a member of the Company within the meaning of the Act (a "Member") upon such a transfer. Alternatively, a person or entity may become a Member upon the approval of all of the Members of the Company. A person shall cease to be a Member when all of such person's Membership Interest has been conveyed to another person.

(b) The membership interests of the Company shall be represented by and issued in, unit increments (each, a "Unit" and collectively, the "Units"). The Company is hereby authorized to issue an unlimited number of units to its Members.

(c) Any membership interest m, or Units of, the Company shall not be represented by certificates.

(d) The Company shall maintain books for the purpose of registering the transfer of membership interests or Units of, the Company.

11. Pledgee's Rights; Membership Interests to be General Intangibles.

(a) Notwithstanding anything contained herein to the contrary, each Member shall be permitted to pledge or hypothecate any or all of its membership interests of the Company, including all economic rights, control rights and status rights of such Member, to any lender to the Company or any affiliate of the Company or to any agent acting on such lender's behalf, and any transfer of such membership interests pursuant to any such lender's (or agent's) exercise of remedies in connection with any such pledge or hypothecation shall be permitted under this Agreement with no further action or approval required hereunder. Notwithstanding anything contained herein to the contrary, subject to the terms of the financing giving rise to any pledge or hypothecation of a Member's membership interests, the lender (or agent) shall have the right, to the extent set forth in the applicable pledge or hypothecation agreement, and without further approval of any Member and without becoming a member or replacing such Member (unless such lender (or agent) elects to become a member or replace such Member), to exercise the membership voting rights of such Member granting such pledge or hypothecation. Notwithstanding anything contained herein to the contrary, and without complying with any other procedures set forth in this Agreement, upon the exercise of remedies in connection with a pledge or hypothecation, to the extent set forth in the applicable pledge or hypothecation agreement, (a) the lender (or agent) or transferee of such lender (or agent), as the case may be, shall, if it so elects, become a Member under this Agreement and shall succeed to all of the rights and powers, including the right to participate in the management and/or conduct of the business and affairs of the Company, require access to information concerning the Company's transactions, and copy any of the Company's records, and shall be bound by all of the obligations, of such Member under this Agreement without taking any further action on the part of such lender (or agent) or transferee, as the case may be, and (b) following such exercise of remedies, such Member shall cease to be a member and shall have no further rights or powers under this Agreement. The execution and delivery of this Agreement by the Member shall constitute any necessary approval of the Member under the Act to the foregoing provisions of this Section 11.

(b) So long as any pledge or hypothecation of any Unit is in effect, the Company shall not elect that its membership interests becomes governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction without the consent of all pledges of such membership interests or the delivery of any applicable limited liability company certificate or control agreement necessary to perfect each such pledgee's interests in the applicable membership interests.

(c) This Section 11 may not be amended or modified so long as any Unit is subject to a pledge or hypothecation without the pledgee's (or the transferee of such pledgee's) prior written consent. Each recipient of a pledge or hypothecation of any Membership Interest shall be a third-party beneficiary of the provisions of this Section 11.

12. Withdrawal by Member.

A Member of the Company may withdraw or resign as a member of the Company at any time.

13. Capital Contribution.

The Member's capital in the Company existing at the effective date of the Conversion shall continue to be the Member's capital in the Company.

14. Additional Contributions.

No Member is required to make any capital contribution to the Company. However, a Member may make additional capital contributions to the Company at any time upon the written consent of such Member.

15. Distributions.

The Company shall make cash distributions to the Member at the times and in the aggregate amounts determined by the Member. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not make a distribution to the Member on account of its interest in the Company if such distribution would violate the Act or other applicable law.

16. Allocation of Profits and Losses.

The Company's profits and losses shall be allocated to the Member.

17. Company Books and Records.

The Secretary (or such other officer of the Company as determined herein or as the Member may from time to time determine) will maintain and preserve during the term of the Company all books, certificates, records and relevant Company documents.

18. Member Management.

In accordance with Section 18-402 of the Act, management of the Company shall be vested in the Member. The Member shall have the power to do any and all acts necessary, convenient or incidental to the furtherance of the purposes described herein, including all powers, statutory or otherwise, possessed by members of a limited liability company under the law of the State of Delaware. The Member has the authority to bind the Company. The Member may appoint or otherwise contract with any persons or entities for the transaction of the business of the Company or the performance of services for or on behalf of the Company, and the Member may delegate to any such person (who may be designated an officer or authorized person of the Company) or entity such authority to act on behalf of the Company as the Member may from time to time deem appropriate. Notwithstanding any provision of this Agreement, the Member is authorized to execute and deliver any document on behalf of the Company without the consent of any other person or entity.

19. Officers.

(a) Appointment and Tenure.

(i) The Member may, from time to time, designate officers of the Company to carry out the day-to-day business of the Company and may delegate to any officer any of the Member's powers under this Agreement, including, without limitation, the power to bind the Company.

(ii) The officers of the Company shall be comprised of one or more individuals designated from time to time by the Member. No officer need be a resident of the State of Delaware. Each officer shall hold his or her offices for such terms and shall have such authority and exercise such powers and perform such duties as shall be determined from time to time by the Member. Any

number of offices may be held by the same individual. The salaries or compensation, if any, of the officers and agents of the Company shall be fixed from time to time by the Member.

(iii) The officers of the Company may consist of a president, a secretary and a treasurer. The Member may also designate one or more vice presidents, assistant secretaries, and assistant treasurers. The Member may designate such other officers and assistant officers with any titles as the Member shall deem necessary.

(b) Removal. Any officer may be removed as such at any time by the Member, either with or without cause, in the sole discretion of the Member.

(c) President. The president, if one is designated, shall be the chief executive officer of the Company, shall have general and active management of the day-to-day business and affairs of the Company as authorized from time to time by the Members and shall be authorized and directed to implement all orders, resolutions and business plans adopted by the Member.

(d) Vice Presidents. The vice presidents, if any are designated, in the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the president, perform the duties and have the authority and exercise the powers of the president. They shall perform such other duties and have such other authority and powers as the Member may from time to time prescribe.

(e) Secretary; Assistant Secretaries. The secretary, if one is designated, shall perform such duties and have such powers as the Member may from time to time prescribe. The assistant secretaries, if any are designated, **in** the order of their seniority, unless otherwise determined by the Member, shall, in the absence or disability of the secretary, perform the duties and exercise the powers of the Secretary. They shall perform such other duties and have such other powers as the Member may from time to time be prescribed.

(f) Treasurer; Assistant Treasurers. The treasurer, if one is designated, shall have custody of the Company's funds and securities and shall keep full and accurate accounts and records of receipts, disbursements and other transactions 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 from time to time by the Member. The treasurer shall disburse the funds of the Company as may be ordered by the Member, taking proper vouchers for such disbursements, and shall render the president and the Member, when so directed, an account of all his or her transactions as treasurer and of the financial condition of the Company. The treasurer shall perform such other duties and have such other powers as the Member may from time to time prescribe. If required by the Member, the treasurer shall give the Company a bond of such type, character and amount as the Member may require. The assistant treasurers, if any are designated, in the order of seniority, unless otherwise determined by the Member, shall, in the absence or disability of the treasurer, perform the duties and exercise the powers of the treasurer. They shall perform such other duties and have such other powers as the Member may be from time to time prescribed.

20. Other Business.

Notwithstanding any duty (including fiduciary duty) otherwise existing at law or in equity, the Member may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others, and the Company shall not have any rights **in** or to such independent ventures or the income or profits therefrom by virtue of this Agreement.

21. Exculpation, Indemnification and Advancement

(a) To the fullest extent permitted by applicable law, no Indemnitee (as defined below) shall be liable to the Company or any other person or entity who is bound by this Agreement for any loss, damage or

claim incurred by reason of any act or omission performed or omitted by such Indemnitee in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Indemnitee (as defined below) by this Agreement. To the fullest extent permitted by law:

(i) the Member and the officers, directors (if any) and managers (if any) of the Company shall, and

(ii) employees of the Company or an affiliate of the Company may, upon approval of the Member (each of the persons listed in clause (i) and clause (ii), an "Indemnitee"),

be indemnified and held harmless by the Company from and against any and all losses, claims, damages, judgments, liabilities, obligations, penalties, settlements and reasonable expenses (including legal fees) arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise, by reason, as applicable, of its status as a Member of the Company or an officer, director, manager or employee of the Company or an affiliate thereof, regardless of whether the Indemnitee continues to be a Member of the Company or an officer, director, manager or employee or an affiliate thereof at the time any such liability or expense is paid or incurred, unless such indemnification would not be permitted under Delaware law.

(b) The Company may purchase and maintain insurance on behalf of such persons as the Members shall determine against any liability that may be asserted against or expense that may be incurred by such person in connection with the Company's activities, regardless of whether the Company would have the power to indemnify such person against such liability under the provisions of this Agreement.

(c) Expenses incurred by any Indemnitee in defending any claim with respect to which such Indemnitee may be entitled to indemnification by the Company hereunder (including without limitation reasonable attorneys' fees and disbursements) shall to the maximum extent that would be permitted under Delaware law, be advanced by the Company prior to the final disposition of such claim, upon receipt by the Company of a written undertaking by or on behalf of such Indemnitee to repay the advanced amount of such expenses if it shall ultimately be determined that the Indemnitee is not entitled to indemnification by the Company under Section 21(a).

(d) The indemnification, advancement and exculpation provided in this Section 21 is the for the benefit of the Indemnitees and shall not be deemed to create any right to indemnification, advancement or exculpation for any other persons or entities.

22. Limitation of Liability.

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising **in** contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and neither the Member nor any director (if any) or manager (if any) of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member or director or manager of the Company.

23. Assignments.

The Member may assign **in** whole or in part its limited liability company interest(s) in the Company with written notice to the Company. The transferee of a limited liability company interest in the Company shall be admitted to the Company as a Member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart to this Agreement. If the Member transfers all of its limited liability company interests in the Company

pursuant to this Section 23, such admission shall be deemed effective immediately prior to the transfer, and, immediately following such admission, the transferor Member shall cease to be a Member of the Company.

24. Resignation.

The Member may resign from the Company at any time with written notice to the Company. If the Member resigns pursuant to this Section 24, a person may be admitted to the Company as an additional Member of the Company upon the written consent of the resigning Member and such person's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If a person is admitted to the Company as an additional Member of the Company in connection with the resignation of the Member pursuant to this Section 24, such admission shall be deemed effective immediately prior to the resignation, and, immediately following such admission, the resigning Member shall cease to be a Member of the Company.

25. Admission of Additional Members.

Except as otherwise provided in Section 23, one or more additional Members of the Company may be admitted to the Company with the written consent of the Member. A person shall be admitted to the Company as an additional Member of the Company upon the written consent of the Member and such person's execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. If additional Members are admitted to the Company as prescribed, all references to a "Member" herein shall be construed to refer to the "Members," unless the context would require a differing interpretation.

26. Dissolution.

(a) Events Requiring Dissolution. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member to dissolve the Company, (ii) at any time there are no members of the Company unless the Company is continued in a manner permitted by the Act, or (iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

(b) Bankruptcy. The bankruptcy (as defined in Sections 18-101(1) and18-304 of the Act) of the Member will not cause the Member to cease to be a Member of the Company and upon the occurrence of such an event, the Company shall continue without dissolution.

(c) Wind-Up. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.

(d) Certificate of Cancellation. When all debts, liabilities or obligations of the Company have, in accordance with the Act, been paid and discharged, or adequate provisions have been made for their payment or discharge, and all of the remaining property and assets of the Company have been distributed, a certificate of cancellation setting forth the information required by the Act will be executed by one or more authorized persons and filed with the Secretary of State of the State of Delaware. Upon such filing, the existence of the Company will cease. Subject to the Act, the Member will have authority to distribute any Company property discovered after dissolution, convey real estate and take such other action as may be necessary on behalf of and in the name of the Company.

27. Separable Provisions.

Each provision of this Agreement shall be considered separable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

28. Governing Law.

This Agreement shall be governed by, and construed under, the laws of the State of Delaware (without regard to conflict of law principles), all rights and remedies being governed by said laws.

29. Subject to All Laws.

The provisions of this Agreement shall be subject to all valid and applicable laws, including, without limitation, the Act, as now or hereafter amended, and in the event that any of the provisions of this Agreement are found to be inconsistent with or contrary to any such valid laws, the latter shall be deemed to control and this Agreement shall be deemed modified accordingly, and, as so modified, to continue in full force and effect.

30. Amendments.

This Agreement may only be modified, altered, supplemented or amended by a writing executed and delivered by the Member.

(Remainder of page intentionally left blank)

IN WITNESS WHEREOF, the Member has executed this Agreement effective as of the date first above written.

SOLE MEMBER:

WEATHERFORD INTERNATIONAL HOLDINGS GMBH

By: /s/ Mathias Neuenschwander
Name: Mathias Neuenschwander
Title: Managing Officer

[*Signature Page to Second Amended and Restated LLC Agreement of Weatherford US Holding, LLC*]

Exhibit 4.9

INDENTURE

Dated as of [ ], 20[ ]

Among

WEATHERFORD INTERNATIONAL CORP,

WEATHERFORD INTERNATIONAL LTD.,

WEATHERFORD US HOLDING, LLC

and

[ ],

as Trustee

Debt Securities

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Reconciliation and tie between Trust Indenture Act of 1939 and Indenture.

Trust Indenture Act Section	Indenture Section
§ 310(a)(1)	609
(a)(2)	609
(a)(3)	Not Applicable
(a)(4)	Not Applicable
(b)	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 Applicable
(b)(2)	Not Applicable
(c)	703(a)
(d)	703(b)
§ 314(a)	704
(b)	Not Applicable
(c)(1)	102
(c)(2)	102
(c)(3)	Not Applicable
(d)	Not Applicable
(e)	102
§ 315(a)	601(a)
(b)	602
(c)	601(b)
(d)	601(c)
(d)(1)	601(c)(1)
(d)(2)	601(c)(2)
(d)(3)	601(c)(3)
(e)	514
§ 316(a)(1)(A)	502, 512
(a)(1)(B)	513
(a)(2)	Not Applicable
(b)	508
§ 317(a)(1)	503
(a)(2)	504
(b)	1003
§ 318(a)	107

Note: This reconciliation and tie shall not, for any purpose, be deemed to be a part of this Indenture.

PARTIES

INDENTURE (this "Indenture"), dated as of [ ], 20[ ], among WEATHERFORD INTERNATIONAL CORP, a Delaware corporation ("Weatherford Parent"), WEATHERFORD INTERNATIONAL LTD., a Bermuda exempted company ("Weatherford Bermuda"), WEATHERFORD US HOLDING, LLC, a Delaware limited liability company (f/k/a Weatherford International, LLC, "Weatherford Delaware"), and [ ], a [ ], as trustee (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 (the "Securities") of Weatherford Parent, Weatherford Bermuda or Weatherford Delaware, as the case may be, to be issued in one or more series pursuant to this Indenture.

One or more series of Securities may be guaranteed by Weatherford Parent, and may be guaranteed by certain of its Subsidiaries (as defined herein), as specified in a supplemental indenture hereto, 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.

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;

(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, or Non-Domestic Process 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, the Trustee 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 [NAME OF TRUSTEE], [ ], Attn: [ ], 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 each Person, if any, named as a "Guarantor" pursuant to a supplemental indenture hereto, 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 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.

"Sale 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.

"Signature Law" has the meaning specified in Section 115.

"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.

"Stockholders' equity in Weatherford Parent and its consolidated Subsidiaries" has the meaning specified in Section 1004(c)(2).

"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 Corp 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 Corp, 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 Corp, 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 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. The Issuer and 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 the Issuer and each 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.

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 Stockholders.

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, stockholder, 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 of the Issuer and the 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. RESERVED.

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 [NAME OF TRUSTEE], 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, [initially] limited in aggregate principal amount to _____.

[If applicable, insert – The Securities of this series are subject to redemption upon not less than 10 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

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 10 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

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 – Prior to [ ] ([ ] month[s] prior to their maturity date) (the "Par Call Date"), the Issuer may redeem the Securities at its option, in whole or in part, at any time and from time to time, at a Redemption Price (expressed as a percentage of principal amount and rounded to three decimal places) equal to the greater of:

(A) the (a) sum of the present values of the remaining scheduled payments of principal and interest thereon discounted to the Redemption Date (assuming the Securities matured on the Par Call Date) on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus [ ] basis points less (b) interest accrued to the Redemption Date, and

(B) [ ]% of the principal amount of the Securities to be redeemed, plus, in either case, accrued and unpaid interest thereon to, but excluding, the Redemption Date.

On or after the Par Call Date, the Issuer may redeem the Securities, in whole or in part, at any time and from time to time, at a Redemption Price equal to 100.0% of the principal amount of the Securities being redeemed plus accrued and unpaid interest thereon to, but excluding, the Redemption Date.

Unless the Issuer defaults in payment of the Redemption Price, interest shall cease to accrue on the Securities or portions of the Securities called for redemption on and after the Redemption Date.

"Treasury Rate" means, with respect to any Redemption Date, the yield determined by the Issuer in accordance with the following two paragraphs.

The Treasury Rate shall be determined by the Issuer after 4:15 p.m., New York City time (or after such time as yields on U.S. government securities are posted daily by the Board of Governors of the Federal Reserve System), on the third Business Day preceding the Redemption Date based upon the yield or yields for the most recent day that appear after such time on such day in the most recent statistical release published by the Board of Governors of the Federal Reserve System designated as "Selected Interest Rates (Daily)—H.15" (or any successor designation or publication) ("H.15") under the caption "U.S. government securities–Treasury constant maturities–Nominal" (or any successor caption or heading). In determining the Treasury Rate, the Issuer shall select, as applicable: (1) the yield for the Treasury constant maturity on H.15 exactly equal to the period from the Redemption Date to the Par Call Date (the "Remaining Life"); or (2) if there is no such Treasury constant maturity on H.15 exactly equal to the Remaining Life, the two yields – one yield corresponding to the Treasury constant maturity on H.15 immediately shorter than and one yield corresponding to the Treasury constant maturity on H.15 immediately longer than the Remaining Life – and shall interpolate to the Par Call Date on a straight-line basis (using the actual number of days) using such yields and rounding the result to three decimal places; or (3) if there is no such Treasury constant maturity on H.15 shorter than or longer than the Remaining Life, the yield for the single Treasury constant maturity on H.15 closest to the Remaining Life. For purposes of this paragraph, the applicable Treasury constant maturity or maturities on H.15 shall be deemed to have a maturity date equal to the relevant number of months or years, as applicable, of such Treasury constant maturity from the Redemption Date.

If on the third Business Day preceding the Redemption Date H.15 or any successor designation or publication is no longer published, the Issuer shall calculate the Treasury Rate based on the rate per annum equal to the semi-annual equivalent yield to maturity at 11:00 a.m., New York City time, on the second Business Day preceding such Redemption Date of the United States Treasury security maturing on, or with a maturity that is closest to, the Par Call Date, as applicable. If there is no United States Treasury security maturing on the Par Call Date but there are two or more United States Treasury securities with a maturity date equally distant from the Par Call Date, one with a maturity date preceding the Par Call Date and one with a maturity date following the Par Call Date, the Issuer shall select the United States Treasury security with a maturity date preceding the Par Call Date. If there are two or more United States Treasury securities maturing on the Par Call Date or two or more United States Treasury securities meeting the criteria of the preceding sentence, the Issuer shall select from among these two or more United States Treasury securities the United States Treasury security that is trading closest to par based upon the average of the bid and asked prices for such United States Treasury securities at 11:00 a.m., New York City time. In determining the Treasury Rate in accordance with the terms of this paragraph, the semi-annual yield to maturity of the applicable United States Treasury security shall be based upon the average of the bid and asked prices (expressed as a percentage of principal amount) at 11:00 a.m., New York City time, of such United States Treasury security, and rounded to three decimal places.

Neither the Trustee nor any Agent shall be responsible for determining, verifying or calculating the Redemption Price or any premium and/or any adjustments thereto (including, any

accrued and unpaid interest, if any) and the Trustee and the Agents will not be responsible to the Holders or any other Person for any loss or liability arising from any failure by them to do so.

The Issuer will send by electronic delivery or mail otherwise in accordance with the procedures of the U.S. Depositary notice of any redemption at least 10 days but not more than 60 days before the Redemption Date to each Holder of the Securities to be redeemed. Once the notice of redemption is sent, the Securities called for redemption will become due and payable on the Redemption Date and at the applicable Redemption Price, plus accrued and unpaid interest to the Redemption Date, subject to any conditions precedent specified in such notice. If such redemption is subject to satisfaction of one or more conditions precedent, such notice shall describe each such condition, and such notice may be rescinded in the event that any or all such conditions shall not have been satisfied or otherwise waived on or prior to the Business Day immediately preceding the relevant Redemption Date. The Issuer shall notify Holders of any such rescission as soon as practicable after we determine that such conditions precedent will not be able to be satisfied or the Issuer is not able or willing to waive such conditions precedent. In addition, the Issuer may provide in such notice that payment of the Redemption Price and performance of the Issuer's obligations with respect to such redemption may be performed by another Person.

In the case of a partial redemption of the Securities, selection of the Securities for redemption will be made pro rata, by lot or by such other method as the trustee in its sole discretion deems appropriate and fair. No Securities of a principal amount of $[ ] or less will be redeemed in part. If any note is to be redeemed in part only, the notice of redemption that relates to the note will state the portion of the principal amount of the note to be redeemed. A new note in a principal amount equal to the unredeemed portion of the note will be issued in the name of the Holder of the note upon surrender for cancellation of the original note. For so long as the Securities are held by [the U.S. Depositary] (or another depositary), the redemption of the Securities shall be done in accordance with the policies and procedures of the depositary. The Securities will not be entitled to the benefit of any mandatory redemption or sinking fund.

Unless the Issuer defaults in payment of the Redemption Price, on and after the Redemption Date interest will cease to accrue on the Securities or portions thereof called for redemption.]

[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:

Date of declaration	**Acceleration Amount per principal amount at Stated Maturity**

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.]

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, stockholder, 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:

[NAME OF TRUSTEE], 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.

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 common stock 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;

(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) the Issuer of such series of Securities;

(21) any provisions for the transfer and legending of the Securities of that series; and

(22) any other terms of that series.

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 depositary, as a Holder, with respect to such Global Security or impair, as between such depositary and owners of beneficial interests in such Global Security, the operation of customary practices governing the exercise of the rights of such depositary (or its nominee) as Holder of such Global Security.

SECTION 309. Cancellation.

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 day of 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 or Bermuda bankruptcy, insolvency, reorganization 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 or composition of or in respect of the Issuer or any such Guarantor under any applicable United States federal or state or Bermuda 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 or Bermuda bankruptcy, insolvency, reorganization 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 or Bermuda bankruptcy, insolvency, reorganization 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 or Bermuda 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) 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 the Issuer) 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. Depositary, 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 [NAME OF TRUSTEE], 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 [NAME OF TRUSTEE] 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. Depositary. 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 shall have endorsed thereon, in lieu of 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: _____

[NAME OF AUTHENTICATING AGENT],
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 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)

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 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. A supplemental indenture 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 [NAME OF TRUSTEE] 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; or

(18) to add a co-issuer or co-obligor of the Securities (and, to the extent such co-issuer or co-obligor is a Guarantor, release the Guarantee of such Guarantor); or

(19) 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 and the Trustee of each such series of Securities, the Issuer 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, by deposit with the Trustee or the applicable Paying Agent on or before 11:00 A.M. New York City time on the due date thereof.

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 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 stockholders' equity in Weatherford Parent and its consolidated Subsidiaries, as shown on the audited consolidated balance sheet contained in the latest annual report to stockholders 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 "stockholders' equity in Weatherford Parent and its consolidated Subsidiaries" shall mean the total stockholders' equity of Weatherford Parent and its consolidated Subsidiaries (including common stock, additional paid-in capital and retained earnings), excluding the cost of shares of Weatherford Parent held by its Affiliates or as treasury stock, 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 10 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 11:00 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.

[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 CORP

By: _____
Name:
Title:

WEATHERFORD INTERNATIONAL LTD.

By: _____
Name:
Title:

WEATHERFORD US HOLDING, LLC

By: _____
Name:
Title:

[ ], as Trustee

By: _____
Name:
Title:

By: _____
Name:
Title:

FIRST AMENDMENT TO SECOND AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT OF WEATHERFORD US HOLDING, LLC

This First Amendment to the Second Amended and Restated Limited Liability Company Agreement (the "Amendment") of Weatherford US Holding, LLC, a Delaware limited liability company (the "Company"), is dated effective as of August 5, 2026, by the sole member, Weatherford International Holdings GmbH, a Switzerland limited liability company (the "Sole Member"), for the purpose of amending the Company's Second Amended and Restated Limited Liability Company Agreement (the "LLC Agreement").

AMENDMENT

NOW THEREFORE, the Sole Member hereby amends the LLC Agreement as follows:

1. Article I, Section 9 of the LLC Agreement shall be amended and restated in its entirety to read as follows:

The name and business or mailing address of the Member of the Company is as follows:

Member	Units of Limited Liability Company Interest	Percentage of Limited Liability Company Interests
Weatherford International Holdings GmbH Weststrasse 1 Baar 6340, Switzerland	100	100%

2. This Amendment shall not affect any terms or provisions of the LLC Agreement other than those expressly amended hereby and is only intended to amend, alter or modify the LLC Agreement as expressly stated herein. Except as amended hereby, the LLC Agreement remains in effect, enforceable, and is hereby ratified and confirmed. In the event of a conflict between this Amendment and the LLC Agreement, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the undersigned, intending to be bound hereby, has duly executed this Amendment to the LLC Agreement on this 1st day of November 2026.

SOLE MEMBER:

WEATHERFORD INTERNATIONAL HOLDINGS GMBH

By: /s/ Mathias Neuenschwander
Name: Mathias Neuenschwander
Title: Chairman of the Board of Managing Officers

King & Spalding LLP
1100 Louisiana Street
Suite 4100
Houston, Texas 77002
T: +1 713 751 3200
F: +1 713 751 3290
kslaw.com

November 13, 2026

Weatherford International Corp
Weatherford International Ltd.
Weatherford US Holding, LLC
2000 Saint James Place
Houston, Texas 77056

Re: Weatherford International Corp Post-Effective Amendment No. 1 to Registration Statement on Form S-3 ASR

Ladies and Gentlemen:

We have acted as securities counsel for Weatherford International Corp, a Delaware corporation ("***Weatherford-US***") and successor issuer 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 US Holding, LLC, a Delaware limited liability company ("***Weatherford-Delaware***" and, together with Weatherford-US and Weatherford-Bermuda, the "***Companies***"), in connection with the Companies' filing with the U.S. Securities and Exchange Commission (the "***SEC***") of post-effective amendment no. 1 (the "***Post-Effective Amendment***") to the automatic shelf registration statement on Form S-3 previously filed by Weatherford-Ireland with the SEC on June 13, 2025 (File No. 333-288045) under the Securities Act of 1933, as amended (the "***Securities Act***") (such registration statement, as amended by the Post-Effective Amendment, the "***Registration Statement***"). On November 13, 2026, Weatherford-Ireland completed its redomestication from Ireland to the State of Delaware pursuant to a scheme of arrangement under Chapter 1 of Part 9 of the Companies Act 2014 of Ireland, pursuant to which all issued ordinary shares of Weatherford-Ireland were exchanged on a one-for-one basis for newly issued shares of common stock of Weatherford-US, and Weatherford-Ireland became a subsidiary of Weatherford-US (the "***Redomestication***"). Pursuant to the Redomestication, Weatherford-US became the successor to Weatherford-Ireland for purposes of Rule 414 under the Securities Act and Rule 12g-3 under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), and the Post-Effective Amendment is being filed by Weatherford-US pursuant to paragraph (d) of Rule 414 under the Securities Act to expressly adopt the Registration Statement as Weatherford-US's own for all purposes of the Securities Act and the Exchange Act and to reflect the completion of the Redomestication.

The Registration Statement relates to the issuance and sale from time to time of an indeterminate number of: (i) shares of common stock of Weatherford-US, par value $0.001 per

share (the "***Shares***"); (ii) options of Weatherford-US to purchase Shares (the "***Options***"); (iii) warrants of Weatherford-US to purchase 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 the Debt Securities by Weatherford-US, Weatherford-Bermuda and/or Weatherford-Delaware, as the case may be (such guarantees, the "***Guarantees***," and each such guarantor, a "***Guarantor***"); (vi) contracts for the purchase and sale of Shares (the "***Share Purchase Contracts***"); (vii) share purchase units of Weatherford-US (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) Shares that may be issued upon exercise, exchange or conversion of Options, Warrants or Share Purchase Contracts, whichever is applicable. The 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-US 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-US 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-US 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***."

We have examined the Registration Statement and the form of Indenture, which is being filed with the SEC 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: (i) 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-US); (ii) 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); (iii) 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-US); and (iv) 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 (i) at the time of execution, countersignature, issuance and delivery by them of any applicable Transaction Agreements and the issuance by them of any Securities, Weatherford-Bermuda is and will continue to be validly existing and in good standing under the law of its jurisdiction of organization to the extent such jurisdiction recognizes such concepts, and each of Weatherford-US and Weatherford-Delaware will continue to be validly existing and in good standing under the law of the State of Delaware, (ii) at the time of execution, authentication, countersignature, issuance and/or delivery of the Covered Securities, the applicable Transaction Agreements will 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, (iii) 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, (iv) 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, (v) 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, and (vi) with respect to the Debt Securities, the Trustee will have been qualified under the Trust Indenture Act of 1939, as amended, and a Statement of Eligibility of the Trustee on Form T-1 will have been filed with the SEC.

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 Shares, assuming the taking of all necessary corporate action by the Board of Directors of Weatherford-US, a duly constituted and acting committee of such Board of Directors or duly authorized officers of Weatherford-US (such Board of Directors, committee or authorized officers being referred to herein as the "***Weatherford-***

US Board") to approve the issuance and terms of the Shares, the terms of the offering thereof and related matters, and assuming the Shares are duly issued and delivered against payment of the consideration therefor provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Weatherford-US Board, which consideration shall be not less than the par value thereof, such Shares will be duly authorized, validly issued, fully paid and non-assessable. In rendering the foregoing opinion, we have assumed that Weatherford-US will comply with all applicable notice requirements regarding uncertificated shares provided in the General Corporation Law of the State of Delaware. The Shares covered by the opinion in this paragraph include any Shares that may be issued upon exercise, exchange or conversion of any applicable Securities.

2. With respect to the Warrants or Options, assuming (a) the taking of all necessary corporate action by the Weatherford-US Board to approve the issuance and terms of the Warrants or the Options, the terms of the offering thereof and related matters and the execution and delivery of the related Warrant Agreement or Option Agreement and (b) the due execution, countersignature, issuance and delivery of such Warrants or Options, upon payment or receipt of the consideration for such Warrants or Options provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Weatherford-US Board and otherwise in accordance with the provisions of the applicable Warrant Agreement or Option Agreement, such Warrants or Options will constitute valid and legally binding obligations of Weatherford-US, enforceable against Weatherford-US in accordance with their terms. The Warrants and Options covered by the opinion in this paragraph include any Warrants and Options 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 or receipt 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 or receipt 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.

5. With respect to the Share Purchase Contracts, assuming (a) the taking of all necessary corporate action by the Weatherford-US 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, (b) the due execution, issuance and delivery of such Share Purchase Contracts, upon payment or receipt of the consideration for such Share Purchase Contracts provided for in the applicable definitive purchase, underwriting or similar agreement approved by the Weatherford-US Board and otherwise in accordance with the provisions of the applicable Purchase Contract Agreement and such agreement, and (c) that the Shares deliverable under such Share Purchase Contracts have been duly authorized and, when issued and delivered in accordance therewith, will be validly issued, fully paid and non-assessable, the Share Purchase Contracts will constitute valid and legally binding obligations of Weatherford-US, enforceable against Weatherford-US 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 (i) the issuance and terms of the Share Purchase Units, the terms of the offering thereof and related matters, (ii) 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 (iii) the issuance and terms of the Debt Securities (and any Guarantees thereof) that are a component of the Share Purchase Units, (b) the due execution, authentication, in the case of such Debt Securities (and the Guarantees thereof), issuance and delivery of (i) the Share Purchase Units, (ii) such Share Purchase Contracts, and (iii) such Debt Securities (and the Guarantees thereof), in each case upon the payment or receipt 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, and (c) that the Shares deliverable under the Share Purchase Contracts that are a component of the Share Purchase Units have been duly authorized and, when issued and delivered in accordance

therewith, will be validly issued, fully paid and non-assessable, such Share Purchase Units will constitute valid and legally binding obligations of the applicable Company, enforceable against such Company 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) the possible judicial application of foreign laws or foreign governmental or judicial action affecting creditors' rights.

This opinion is limited in all respects to the federal laws of the United States of America, the laws of the State of New York, the Delaware Limited Liability Company Act, and the General Corporation Law of the State of Delaware, 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.

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 or the rules and regulations of the SEC promulgated thereunder.

Very truly yours,

/s/ King & Spalding LLP

KING & SPALDING LLP

CONYERS

CONYERS DILL & PEARMAN LIMITED

Richmond House, 12 Par-la-Ville Road
Hamilton HM 08, Bermuda

Mail: PO Box HM 666, Hamilton HM CX, Bermuda
T +1 441 295 1422

conyers.com

13 November 2026

Matter No.: 1022026
+1 441 295 5950
Celine.collis@conyers.com

Weatherford International Ltd.
Richmond House
12 Par-la-Ville Road
Hamilton HM08
Bermuda

Dear Sirs

Re: Weatherford International Ltd. (the "Company")

We have acted as special Bermuda legal counsel to the Company in connection with a post-effective amendment no. 1 (the "**Amendment No. 1**") filed with the U.S. Securities and Exchange Commission (the "**Commission**") on 13 November 2026 in relation to the registration statement originally filed with the Commission on form 3ASR, (File Nos. 333-288045, 333-288045-01 and 333-288045-02) on 13 June 2025 (the "**Amended 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 ("**Guarantees**") to be issued pursuant to an Indenture (as defined below) (collectively, the "**Securities**") as required in connection with the change of legal domicile of Weatherford International plc, a public limited company organized under the laws of Ireland ("**Weatherford-Ireland**") from Ireland to Delaware and for the purpose of establishing Weatherford International Corp, a Delaware corporation ("**Weatherford-US**") as the successor issuer to Weatherford-Ireland, as Weatherford-US has become the successor registrant of Weatherford-Ireland's ordinary shares pursuant to Rule 12g-3(a) under the Securities Exchange Act of 1934, as amended.

1. DOCUMENTS REVIEWED

For the purposes of giving this opinion, we have examined a copy of the Amended 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 Secretary of the Company on 12 November 2026;

1.2. copies of unanimous written resolutions of its directors dated 11 November 2026 (the "**Resolutions**"), certified by the Secretary of the Company on 12 November 2026;

1.3. a copy of the form of base indenture filed as Exhibit 4.8 to the Amended Registration Statement and made between Weatherford-US, the Company, Weatherford US Holdings, LLC, and a trustee to be named therein (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 accuracy, 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 Amended 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 Amended 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 Amended Registration Statement and the issuance of the Securities by the Company as described in the Amended 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 Guarantee is endorsed, authenticated and delivered by the trustee of the relevant series of debt securities upon the issuance of such debt securities, such Guarantee will constitute the valid and binding obligations of the Company enforceable in accordance with the terms thereof.

4.4. The Company has the necessary corporate power and authority to enter into and perform its obligations under the Amended Registration Statement. The execution and delivery of the Amendment No. 1 by the Company and the performance by the Company of its obligations thereunder will not violate the memorandum of association or bye-laws of the Company nor any applicable law, regulation, order or decree in Bermuda.

4.5. The Company has taken all corporate action required to authorise its execution, delivery and performance of the Amendment No. 1. The Amendment No. 1 has been duly executed and delivered by or on behalf of the Company, and constitutes the valid and binding obligations of the Company in accordance with the terms thereof.

We hereby consent to the filing of this opinion as an exhibit to the Amended Registration Statement and to the references to our firm under the caption “Legal Matters” in the prospectus forming a part of the Amended 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

Exhibit 23.3

Consent of Independent Registered Public Accounting Firm

We consent to the use of our reports dated February 4, 2026, with respect to the consolidated financial statements of Weatherford International plc, 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.

/s/ KPMG LLP

Houston, Texas
November 13, 2026