



Weatherford

WEATHERFORD INTERNATIONAL LTD.

(a Bermuda exempted company)

Offer to Purchase for Cash

Any and All of its 9.625% Senior Notes due 2019

The Tender Offer (as defined below) will expire at 5:00 p.m., New York City time, on February 27, 2018, or any other date and time to which the Company (as defined below) extends the Tender Offer (such date and time, as it may be extended, the “*Expiration Time*”), unless earlier terminated. You must validly tender your Notes (as defined below) at or prior to the Expiration Time to be eligible to receive the Tender Offer Consideration (as defined below) for such Notes. The Tender Offer Consideration will be payable in cash. Tendered Notes may be validly withdrawn from the Tender Offer prior to the Withdrawal Deadline (as defined below). The Tender Offer is subject to the satisfaction of certain conditions, including a financing condition, as set forth under the heading “The Terms of the Tender Offer—Conditions to the Tender Offer.”

Upon the terms and subject to the conditions described in this Offer to Purchase (as it may be amended or supplemented from time to time, the “*Offer to Purchase*”) and the Notice of Guaranteed Delivery included as Schedule A hereto (together with the Offer to Purchase, the “*Offer Documents*”), Weatherford International Ltd., a Bermuda exempted company (“*Weatherford Bermuda*” or the “*Company*”), hereby offers to purchase for cash any and all of the outstanding notes listed in the table below (the “*Notes*”) and the related guarantees. The Tender Offer is not conditioned upon any minimum amount of Notes being tendered. The Company refers to the offer to purchase the Notes as the “*Tender Offer*.”

We may, but are not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional “make-whole” redemption provision of the indenture governing the Notes (as amended and supplemented, the “*Indenture*”). This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. If we do not redeem any remaining Notes after the Tender Offer, we may, from time to time following the Tender Offer, acquire Notes that are not tendered in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we might choose to pursue in the future.

Additionally, Weatherford (as defined below) intends to repay in full the Company’s 6.00% senior notes due March 2018 (the “*2018 Notes*”) at maturity, using a portion of the proceeds from the Notes Offering (as defined below).

The Tender Offer is open to all registered holders (individually, a “*Holder*,” and collectively, the “*Holders*”) of the Notes. The purpose of the Tender Offer is to purchase the Notes, thus retiring debt that would otherwise mature in March 2019.

The following table sets forth certain terms of the Tender Offer:

Title of Notes	CUSIP Number/ISIN	Aggregate Amount Outstanding (U.S. \$)	Tender Offer Consideration (1) (U.S. \$)
9.625% Senior Notes due 2019	947075AF4	\$485,196,000	\$1,069.00

(1) Per \$1,000 principal amount of Notes accepted for purchase. Does not include Accrued Interest, which will also be payable as provided herein.

The Offer Documents contain certain important information that should be read before any decision is made with respect to the Tender Offer. In particular, see “Certain Significant Consequences to Holders” beginning on page 18 for a discussion of certain factors you should consider in connection with the Tender Offer.

The Dealer Managers for the Tender Offer are:

Lead Coordinator and Dealer Manager

Deutsche Bank Securities

Joint Dealer Managers

Citigroup
J.P. Morgan

Morgan Stanley
Wells Fargo Securities

SEB
Barclays

Co-Dealer Managers
TD Securities
Standard Chartered Bank
February 21, 2018

RBC Capital Markets
UniCredit Capital Markets

Promptly following the Expiration Time, the Company will purchase any Notes that have been validly tendered and not validly withdrawn prior to the Withdrawal Deadline and that it accepts for purchase, subject to all conditions to the Tender Offer having been either satisfied or waived by the Company (the date on which the Company purchases such Notes being referred to as the “Settlement Date”). The Settlement Date is expected to occur on the first business day following the Expiration Time. With respect to accepted Notes delivered pursuant to the guaranteed delivery procedures described below, the Company will purchase such Notes on the business day after the Notice of Guaranteed Delivery Date (as defined below) such date being referred to as the “Guaranteed Delivery Settlement Date.” For the avoidance of doubt, interest will cease to accrue on the Settlement Date for all Notes accepted in the Tender Offer.

The Company’s obligation to accept for payment and to pay for any of the Notes in the Tender Offer is subject to the satisfaction or waiver of the conditions to the Tender Offer, including the Financing Condition (as defined below). See “The Terms of the Tender Offer—Conditions to the Tender Offer.” The Tender Offer is not contingent upon the tender of any minimum principal amount of Notes.

Subject to the terms and conditions of the Tender Offer, the consideration for each U.S. \$1,000 principal amount of Notes validly tendered (and not validly withdrawn), and accepted for purchase pursuant to the Tender Offer will be the tender offer consideration for the Notes set forth in the table above (the “*Tender Offer Consideration*”).

In addition to the Tender Offer Consideration, all Holders of Notes accepted for purchase pursuant to the Tender Offer will, on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable, also receive accrued and unpaid interest, if any, on those Notes from the last interest payment date with respect to those Notes to, but not including, the Settlement Date, as applicable (“*Accrued Interest*”).

The Tender Offer commenced on February 21, 2018 and will expire on the Expiration Time, unless extended or earlier terminated by the Company. No tenders will be valid if submitted after the Expiration Time. If a Nominee (as defined below) holds your Notes, such Nominee may have an earlier deadline for accepting the offer. You should promptly contact such Nominee that holds your Notes to determine its deadline. The Tender Offer is open to all registered Holders of the Notes.

Notwithstanding any other provision of the Tender Offer, the Company’s obligation to accept for purchase, and to pay for, any Notes validly tendered pursuant to the Tender Offer, is conditioned upon the following having occurred or having been waived by the Company: (a) Weatherford Delaware (as defined herein) shall have completed an offering of senior notes (the “*Notes Offering*”) providing gross proceeds of at least U.S. \$600,000,000 (the “*Financing Condition*”) and (b) satisfaction of the General Conditions (as defined herein). The conditions to the Tender Offer are for the sole benefit of the Company and may be asserted by the Company, regardless of the circumstances giving rise to any such condition (including any action or inaction by the Company). The Company reserves the right, in its sole discretion, to waive any and all conditions of the Tender Offer, including the Financing Condition, prior to the Expiration Time. The Tender Offer is not subject to a minimum principal amount of Notes being tendered. See “The Terms of the Tender Offer—Conditions to the Tender Offer.”

Withdrawal rights with respect to the Notes will terminate on the Withdrawal Deadline, unless extended pursuant to applicable law. Accordingly, following the Withdrawal Deadline, any Notes validly tendered (whether before, on or after the Withdrawal Deadline) may no longer be validly withdrawn. For the withdrawal of a tendered Note to be valid, such withdrawal must comply with the procedures set forth in “The Terms of the Tender Offer—Withdrawal of Tenders.” In the event of the termination of the Tender Offer, the Notes tendered pursuant to the Tender Offer and not previously accepted and purchased will be promptly returned to the tendering Holders.

In the event that the Company modifies the Tender Offer Consideration, the Company will make a public announcement extending the Expiration Time so that at least five business days remain prior to the expiration of the Tender Offer. The Company will also describe any change in the Tender Offer Consideration in a Current Report on Form 8-K filed with the Commission prior to 12:00 noon, New York City time on the first day of such five business day period. If the Company makes any other material change to the terms of the Tender Offer, the Company will make a public announcement extending the Tender Offer so that at least three business days remain prior to the expiration of the Tender Offer, if the Tender Offer would otherwise expire during such period.

We may, but are not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional “make-whole” redemption provision of the Indenture. This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. If we do not redeem any remaining Notes after the Tender Offer, we may, from time to time following the Tender Offer, acquire Notes that are not tendered in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we might choose to pursue in the future.

See “Certain U.S. Federal Income Tax Considerations” for a discussion of certain U.S. federal income tax matters that should be considered in evaluating the Tender Offer.

See “Certain Bermuda Tax Considerations” for a discussion of certain Bermuda tax matters that should be considered in evaluating the Tender Offer.

NONE OF THE COMPANY, THE DEALER MANAGERS, THE TENDER AGENT OR THE INFORMATION AGENT, THE TRUSTEE UNDER THE INDENTURE, OR ANY OF THE COMPANY’S OR THEIR RESPECTIVE AFFILIATES, IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO THE TENDER OFFER. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO PARTICIPATE IN THE TENDER OFFER, AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

If you do not tender your Notes or if you tender Notes that are not accepted for purchase, they will remain outstanding. If the Company consummates the Tender Offer, the trading market for these Notes may be significantly more limited. For a discussion of this and other risks, see “Market and Trading Information” and “Certain Significant Consequences to Holders.”

IMPORTANT DATES

You should take note of the following dates in connection with the Tender Offer:

Date	Calendar Date	Event
Withdrawal Deadline	The earlier of (i) Expiration Time, and (ii) if the Tender Offer is extended, the 10th business day after the commencement of the Tender Offer, and as otherwise required by law.	The last date and time for you to validly withdraw tenders of Notes. Notes tendered after the Withdrawal Deadline cannot be withdrawn unless the Company is required to extend withdrawal rights under applicable law.
Expiration Time	5:00 p.m., New York City time, on February 27, 2018, unless extended or earlier terminated by the Company.	The last date and time for you to tender Notes in order to qualify for the payment of the Tender Offer Consideration.
Deadline for Guaranteed Delivery	5:00 p.m., New York City time, March 1, 2018.	The date and time by which delivery of Notes tendered by guaranteed delivery procedures must be made.
Settlement Date	For Notes that have been validly tendered prior to the Expiration Time and not validly withdrawn and that are accepted for purchase, settlement will occur on the	The date you are paid the Tender Offer Consideration for Notes validly tendered, plus Accrued Interest to, but not including, the

Date	Calendar Date	Event
	Settlement Date, which is expected to be promptly after the Expiration Time, assuming the conditions to the Tender Offer have been either satisfied or waived prior to the Expiration Time.	Settlement Date.
Guaranteed Delivery Settlement Date	In respect of accepted Notes that are delivered pursuant to the guaranteed delivery procedures described below, the Company expects the Guaranteed Delivery Settlement Date to occur on the business day after the Notice of Guaranteed Delivery Date.	If you delivered Notes pursuant to the guaranteed delivery procedures described below, the date you are paid the Tender Offer Consideration for Notes validly tendered, plus Accrued Interest to, but not including, the Settlement Date.

The Company reserves the right, subject to applicable law, with respect to the Tender Offer to (a) extend the Withdrawal Deadline or Expiration Time to later dates and times as announced by the Company; (b) waive or modify in whole or in part any or all conditions to the Tender Offer; (c) delay the acceptance for purchase of any Notes or delay the purchase of any Notes; or (d) otherwise modify or terminate the Tender Offer. In the event that the Tender Offer is terminated or otherwise not completed, the Tender Offer Consideration will not be paid or become payable to Holders of the Notes, without regard to whether such Holders have validly tendered their Notes (in which case, such tendered Notes will be promptly returned to Holders). The Company will publicly announce any extension, amendment or termination in the manner described under “The Terms of the Tender Offer—Announcements.” There can be no assurance that the Company will exercise its rights to extend, terminate or amend the Tender Offer. See “The Terms of the Tender Offer—Expiration Time; Extension; Termination and Amendment.”

IMPORTANT INFORMATION

The Notes are held in book-entry form through the facilities of The Depository Trust Company (“DTC”). DTC is the only registered holder of the Notes. DTC facilitates the clearance and settlement of securities transactions through electronic book-entry changes in accounts of DTC participants. DTC participants include securities brokers and dealers, banks, trust companies, clearing corporations and other organizations. There will be no Letter of Transmittal for the Tender Offer.

A beneficial owner whose Notes are held by a broker, dealer, commercial bank, trust company or other nominee (each, a “*Nominee*”) and who desires to tender the Notes in the Tender Offer must contact its Nominee and instruct such Nominee, as Holder of the Notes, to tender its Notes on such beneficial owner’s behalf. Accordingly, beneficial owners wishing to participate in the Tender Offer should contact their Nominee as soon as possible in order to determine the time by which such owner must take action in order to so participate. See “The Terms of the Tender Offer—Procedure for Tendering Notes.”

DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were Holders. To properly tender Notes, D.F. King & Co., Inc., which is serving as tender and information agent in connection with the Tender Offer (the “*Tender Agent*,” the “*Information Agent*” or the “*Tender and Information Agent*”), must receive, prior to the Expiration Time:

- a timely confirmation of book-entry transfer of such Notes according to the procedure for book-entry transfer described in this Offer to Purchase; and
- an Agent’s Message (as defined herein) through the automated tender offer program (“*ATOP*”) of DTC.

Any Holder who holds Notes through Clearstream Banking S.A. (“*Clearstream*”) or Euroclear Bank, SA/NV, as operator of the Euroclear System (“*Euroclear*”), must also comply with the applicable procedures of Clearstream or Euroclear. Both Clearstream and Euroclear are indirect DTC participants.

If any Holder desires to tender its Notes and (1) such Holder cannot comply with the procedure for book-entry transfer or (2) such Holder cannot deliver the other required documents to the Information and Tender Agent by the Expiration Time, such Holder must tender its Notes according to the guaranteed delivery procedure specified in “The Tender Offer—Procedures for Tendering Notes” below, including delivery of the “Notice of Guaranteed Delivery.”

Requests for additional copies of the Offer Documents and requests for assistance relating to the procedures for tendering Notes may be directed to the Tender and Information Agent at the address and telephone number on the back cover page of this Offer to Purchase. Requests for assistance relating to the terms and conditions of the Tender Offer may be directed to the Dealer Managers at the address and telephone number on the back cover page of this Offer to Purchase. Beneficial owners may also contact their Nominee for assistance regarding the offer.

You should read the Offer Documents carefully before making a decision to tender your Notes.

THE COMPANY HAS NOT FILED THIS OFFER TO PURCHASE WITH, AND IT HAS NOT BEEN REVIEWED BY, ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY OF ANY COUNTRY. NO AUTHORITY HAS PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFER TO PURCHASE AND IT IS UNLAWFUL AND MAY BE A CRIMINAL OFFENSE TO MAKE ANY REPRESENTATION TO THE CONTRARY.

NONE OF THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT OR THE TRUSTEE ASSUME ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONCERNING THE COMPANY, ITS AFFILIATES OR THE NOTES CONTAINED OR REFERRED TO IN THIS OFFER TO PURCHASE OR FOR ANY FAILURE BY THE COMPANY TO DISCLOSE EVENTS THAT MAY HAVE OCCURRED AND MAY AFFECT THE SIGNIFICANCE OR ACCURACY OF SUCH INFORMATION.

THIS OFFER TO PURCHASE AND RELATED DOCUMENTS DO NOT CONSTITUTE AN OFFER TO BUY OR THE SOLICITATION OF AN OFFER TO SELL NOTES IN ANY JURISDICTION OR IN ANY CIRCUMSTANCES IN WHICH SUCH OFFER OR SOLICITATION IS UNLAWFUL. IN THOSE JURISDICTIONS WHERE THE SECURITIES, BLUE SKY OR OTHER LAWS REQUIRE THE TENDER OFFER TO BE MADE BY A LICENSED BROKER OR DEALER, THE TENDER OFFER WILL BE DEEMED TO BE MADE ON BEHALF OF THE COMPANY BY THE DEALER MANAGERS OR ONE OR MORE REGISTERED BROKERS OR DEALERS LICENSED UNDER THE LAWS OF SUCH JURISDICTION.

Neither the delivery of this Offer to Purchase and any related documents nor any purchase of Notes by the Company will, under any circumstances, create any implication that the information contained in this Offer to Purchase or in any related document is current as of any time subsequent to the date of such information (or, in the case of a document incorporated by reference, the date of such document incorporated by reference).

The Company may, but is not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional “make-whole” redemption provision of the Indenture. This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. If we do not redeem the Notes, from time to time after completion of the Tender Offer, the Company and/or its affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise. Any future purchases, exchanges or redemptions may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer. Any future purchases, exchanges or redemptions by the Company and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company and/or its affiliates may choose to pursue in the future.

In this Offer to Purchase, the Company has used the convention of referring to all Notes that have been validly tendered and not validly withdrawn as having been “validly tendered.”

WHERE YOU CAN FIND MORE INFORMATION

The Company is an indirect subsidiary of Weatherford International plc, an Irish public limited company (“*Weatherford Ireland*” and, collectively with the Company and its other subsidiaries, “*Weatherford*”). Weatherford Ireland currently files annual, quarterly and current reports, proxy statements and other information with the Securities and Exchange Commission (the “*Commission*”) in accordance with the Securities Exchange Act of 1934, as amended (the “*Exchange Act*”). Such reports and other information (including the documents incorporated by reference into this Offer to Purchase) are available to the public over the Internet at the Commission’s website at www.sec.gov and at Weatherford Ireland’s website at www.weatherford.com. Information on Weatherford Ireland’s website is not incorporated by reference in this Offer to Purchase. You may also access, read and copy at prescribed rates any document Weatherford Ireland files at the Commission’s public reference room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the Commission’s public reference room by calling the Commission at 1-800-SEC-0330. In addition, Weatherford Ireland’s Commission filings may be read and copied at the New York Stock Exchange at 20 Broad Street, New York, New York 10005.

Copies of the materials referred to in the preceding paragraph, as well as copies of any current amendment or supplement to the Offer to Purchase, may also be obtained from the Information Agent at its address set forth on the back cover of this Offer to Purchase.

INCORPORATION BY REFERENCE

The Commission allows information that Weatherford Ireland files with the Commission to be incorporated by reference into this Offer to Purchase, which means that the Company can disclose important information to you by referring you to other documents Weatherford Ireland has filed separately with the Commission. The information incorporated by reference is an important part of this Offer to Purchase, and information that Weatherford Ireland files later with the Commission will automatically update and supersede this information. The Company incorporates by reference the following documents:

- (a) Weatherford Ireland’s Annual Report on Form 10-K for the year ended December 31, 2017, as filed with the Commission on February 14, 2018; and
- (b) Weatherford Ireland’s Definitive Proxy Statement on Schedule 14A, as filed with the Commission on April 25, 2017.

In addition, all documents that Weatherford Ireland subsequently files with the Commission under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act shall be deemed to be incorporated by reference in and made a part of this Offer to Purchase from the date of filing such documents and reports.

Any statement contained in a document or report incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Offer to Purchase to the extent that a statement contained herein or in any subsequently filed document or report that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Offer to Purchase.

The Information Agent will provide without charge to each person to whom this Offer to Purchase is delivered upon the written request of such person, a copy of any or all of the documents incorporated herein by reference, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference into such documents). Requests for such documents should be directed to the Information Agent at its address set forth on the back cover of this Offer to Purchase. The information relating to the Company contained in this Offer to Purchase does not purport to be complete and should be read together with the information contained in the incorporated documents and reports.

No dealer, salesperson or other person has been authorized to give any information or to make any representation not contained or incorporated by reference in this Offer to Purchase and, if given or made,

such information or representation may not be relied upon as having been authorized by the Company or its affiliates, the Dealer Managers or their affiliates, the Tender and Information Agent or the trustee with respect to the Notes.

CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS

This Offer to Purchase, the documents incorporated by reference herein, other public filings and oral and written statements by Weatherford and its management, may include statements that constitute “forward-looking statements” within the meaning of U.S. securities laws. These statements are based on the beliefs and assumptions of Weatherford’s management and on information available to Weatherford at the time such statements are made. In addition, when used in this Offer to Purchase, the documents incorporated by reference herein or such other documents or statements, words such as “believes,” “expects,” “anticipates,” “intends,” “plans,” “estimates,” “projects,” “forecasts,” and future or conditional verbs such as “will,” “may,” “could,” “should,” and “would,” and any other statement that necessarily depends on future events, are intended to identify forward-looking statements.

Forward-looking statements reflect beliefs and expectations based on current estimates and projections. While Weatherford believes 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, actual outcomes and results may differ materially from what is expressed or forecasted in the forward-looking statements. Furthermore, from time to time, the various factors considered in making forward-looking statements and the assumptions used in those statements are updated. However, Weatherford undertakes 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. Certain of these risks and uncertainties may cause actual results to be materially different from projected results contained in forward-looking statements in this Offer to Purchase and in Weatherford’s other disclosures. These risks and uncertainties include, but are not limited to, those described under “Risk Factors” in Weatherford Ireland’s most recent Annual Report on Form 10-K and similar sections in any subsequent reports pursuant to the Exchange Act that are incorporated by reference in this Offer to Purchase.

Factors that could cause actual results to differ materially from those anticipated or implied in the forward-looking statements herein include, but are not limited to:

- the price and price volatility of oil, natural gas and natural gas liquids;
- global political, economic and market conditions, political disturbances, war, terrorist attacks, changes in global trade policies, weak local economic conditions and international currency fluctuations;
- nonrealization of expected benefits from Weatherford’s acquisitions or business dispositions and Weatherford’s ability to execute or close such acquisitions and dispositions;
- Weatherford’s ability to realize expected revenues and profitability levels from current and future contracts;
- Weatherford’s ability to manage its workforce, supply chain and business processes, information technology systems and technological innovation and commercialization, including the impact of its organization restructure and the cost and support reduction plans;
- Weatherford’s high level of indebtedness;
- increases in the prices and availability of raw materials;
- potential non-cash asset impairment charges for long-lived assets, goodwill, intangible assets or other assets;
- changes to Weatherford’s effective tax rate;

- nonrealization of potential earnouts associated with business dispositions;
- downturns in Weatherford's industry which could affect the carrying value of Weatherford's goodwill;
- member-country quota compliance within the Organization of the Petroleum Exporting Countries ("OPEC");
- adverse weather conditions in certain regions of Weatherford's operations;
- Weatherford's ability to realize the expected benefits from its redomestication from Switzerland to Ireland and to maintain its Swiss tax residency;
- failure to ensure on-going compliance with current and future laws and government regulations, including but not limited to environmental and tax and accounting laws, rules and regulations; and
- limited access to capital, significantly higher cost of capital, or difficulty raising additional funds in the equity or debt capital markets.

All written and oral forward-looking statements attributable to Weatherford are expressly qualified in their entirety by this cautionary statement. For additional information with respect to these factors, see "Incorporation by Reference." For a discussion of the risks or consequences to the Holders of Notes resulting from the Tender Offer, please refer to "*Certain Significant Consequences to Holders*" below.

You should consider the areas of risk described above in connection with any forward-looking statements that may be made by Weatherford generally. The Company expressly disclaims any obligation to update any of the information in this Offer to Purchase or any other public report if any forward-looking statement later turns out to be inaccurate, whether as a result of new information, future events or otherwise, except to the extent required by applicable law.

TABLE OF CONTENTS

	Page
IMPORTANT DATES	ii
IMPORTANT INFORMATION	iii
WHERE YOU CAN FIND MORE INFORMATION	v
INCORPORATION BY REFERENCE	v
CAUTIONARY STATEMENT ABOUT FORWARD-LOOKING STATEMENTS	vi
SUMMARY	1
THE COMPANY	5
PURPOSE OF THE TENDER OFFER.....	5
OTHER PURCHASES OF SECURITIES	5
SOURCES AND AMOUNTS OF FUNDS.....	6
THE TERMS OF THE TENDER OFFER	7
CERTAIN SIGNIFICANT CONSEQUENCES TO HOLDERS.....	18
CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS.....	20
CERTAIN BERMUDA TAX CONSIDERATIONS	22
DEALER MANAGERS, TENDER AND INFORMATION AGENT.....	23
MISCELLANEOUS	23

SUMMARY

The following summary highlights selected information from this Offer to Purchase and is provided solely for the convenience of Holders of the Notes. This summary is not intended to be complete and is qualified in its entirety by reference to, and should be read in conjunction with, the information appearing elsewhere or incorporated by reference in this Offer to Purchase. Each undefined capitalized term used in this Summary has the meaning set forth elsewhere in this Offer to Purchase. Holders are urged to read the Offer Documents in their entirety, including all documents incorporated by reference.

The Company	Weatherford International Ltd., a Bermuda exempted company (“Weatherford Bermuda”).
The Guarantors	Weatherford International, LLC, a Delaware limited liability company (“Weatherford Delaware”) and Weatherford International plc, an Irish public limited company (“Weatherford Ireland” and together with Weatherford Delaware, the “Guarantors”).
The Notes	Weatherford Bermuda’s 9.625% senior notes due 2019 (the “Notes”).
Principal Amount Outstanding	\$485,196,000.
The Tender Offer	The Company is offering to purchase for cash, upon the terms and subject to the conditions set forth in this Offer to Purchase and for the purchase price set forth on the cover of this Offer to Purchase, any and all of the Notes. See “The Terms of the Tender Offer—General.”
Purpose of the Tender Offer	The purpose of the Tender Offer is to purchase the Notes, thus retiring debt that would otherwise mature in March 2019.
Tender Offer Consideration	Holders who validly tender Notes before the Expiration Time and whose Notes are accepted for purchase will receive the Tender Offer Consideration set forth on the cover page of this Offer to Purchase. In addition, each Holder will receive Accrued Interest on such U.S. \$1,000 principal amount of Notes validly tendered and accepted for purchase from the last interest payment date to, but not including, the Settlement Date.
Other Purchases of Notes	We may, but are not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional “make-whole” redemption provision of the Indenture. This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. See “Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer” and “Certain Considerations—Limited Trading Market.” If we do not redeem the Notes, the Company and/or its affiliates may from time to time, after completion of the Tender Offer, purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise. Any future purchases, exchanges or redemptions may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer. Any future purchases, exchanges or redemptions by the Company and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company and/or its affiliates may choose to pursue in the future.
Withdrawal Deadline	The earlier of (i) Expiration Time, and (ii) if the Tender Offer is extended, the 10th business day after the commencement of the Tender Offer, and as

otherwise required by law.

Expiration Time The Tender Offer will expire at 5:00 p.m., New York City time, on February 27, 2018, unless extended or earlier terminated by the Company. If a Nominee holds your Notes, such Nominee may have an earlier deadline for accepting the Tender Offer. You should promptly contact such Nominee that holds your Notes to determine its deadline.

Deadline for Guaranteed Delivery .. The delivery of Notes tendered by the guaranteed delivery procedures must be made no later than 5:00 p.m., New York City time, on March 1, 2018, which is the second business day after the Expiration Time, unless extended.

Settlement Date..... The Settlement Date is expected to be promptly after the Expiration Time, assuming the conditions to the Tender Offer have been either satisfied or waived by the Company prior to the Expiration Time. In respect of accepted Notes that are delivered pursuant to the guaranteed delivery procedures described below, the Company expects that the Guaranteed Delivery Settlement Date will be on the business day after the Notice of Guaranteed Delivery Date.

Settlement of Accepted Notes Subject to the terms of, and upon satisfaction or waiver by the Company of the conditions to, the Tender Offer, the Company will accept for purchase all Notes validly tendered, and promptly pay the Tender Offer Consideration for all Notes accepted for purchase by the Company. Payment of the Tender Offer Consideration will be made with respect to Notes accepted for purchase on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable, together with Accrued Interest.

Subject to the terms and conditions of the Tender Offer, the Company intends to accept for payment all Notes validly tendered prior to the Expiration Time, as described herein.

Conditions of the Tender Offer The Company's obligation to accept for purchase and to pay for Notes validly tendered in the Tender Offer is subject to the satisfaction or waiver of the following conditions:

- the Financing Condition; and
- the General Conditions.

See "The Terms of the Tender Offer—Conditions to the Tender Offer."

The Tender Offer is not conditioned on any minimum amount of Notes being tendered. Subject to applicable law, the Company expressly reserves the right, in the Company's discretion, to terminate or withdraw the Tender Offer at any time and from time to time. If the Tender Offer is terminated at any time with respect to the Notes, the Notes tendered and not previously accepted and purchased will be promptly returned to the tendering Holders.

How to Tender Notes..... If you desire to tender Notes for which you are the beneficial owner that are held through a Nominee, you should contact such Nominee promptly and instruct him, her or it, as the registered Holder of such Notes, to tender such Notes on your behalf. To properly tender Notes, the Tender Agent must receive, prior to the Expiration Time:

- A timely confirmation of book-entry transfer of such Notes according to the procedure for book-entry transfer described in this

Offer to Purchase; and

- An Agent's Message through DTC's ATOP.

See "The Terms of the Tender Offer—Procedure for Tendering Notes." For further information, call the Tender Agent at its telephone number set forth on the back cover of this Offer to Purchase or consult your Nominee for assistance.

Withdrawal of Tenders..... Tendered Notes may be validly withdrawn on or prior to the Withdrawal Deadline, unless extended by the Company. Following the Withdrawal Deadline, any Notes validly tendered (whether before, on or after such Withdrawal Deadline) may no longer be validly withdrawn, unless the Company is required to extend withdrawal rights under applicable law. For the withdrawal of a tendered Note to be valid, such withdrawal must comply with the procedures set forth in "The Terms of the Tender Offer—Withdrawal of Tender." In the event of the termination of the Tender Offer, any Notes tendered therein and not previously accepted for purchase will be promptly returned.

U.S. Federal Income Tax

Consequences..... For a discussion of U.S. federal income tax considerations of the Tender Offer applicable to certain Holders of Notes, see "Certain U.S. Federal Income Tax Considerations."

Bermuda Tax Considerations..... For a discussion of Bermuda tax considerations of the Tender Offer applicable to certain Holders of Notes, see "Certain Bermuda Tax Considerations."

Untendered or Unpurchased

Notes The Company will return any tendered Notes that it does not accept for purchase to their tendering Holder without expense. Notes not tendered and Notes otherwise not purchased pursuant to the Tender Offer will remain outstanding. If the Tender Offer is consummated, the aggregate amount that remains outstanding of the Notes that is purchased in part in the Tender Offer will be reduced. This may adversely affect the liquidity of and, consequently, the market price for the Notes that remain outstanding after consummation of the Tender Offer. See "Market and Trading Information" and "Certain Significant Consequences to Holders."

Consequences of Failing to

Tender Your rights and the Company's obligations under the Notes that remain outstanding after the consummation of the Tender Offer will not change as a result of the Tender Offer. Although the Notes not purchased in the Tender Offer will remain outstanding following consummation of the Tender Offer, the purchase of the Notes may result in a smaller trading market for the remaining outstanding principal amount of the Notes, which may cause the market for the Notes to be less liquid and more sporadic, and market prices for the Notes may fluctuate significantly depending on the volume of trading in the Notes. We may, but are not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional "make-whole" redemption provision of the Indenture. This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. See "Certain Considerations—Treatment of Notes Not Tendered in the Tender Offer" and "Certain Considerations—

Limited Trading Market.”

- Dealer Managers** Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Wells Fargo Securities, LLC, Skandinaviska Enskilda Banken AB (publ), TD Securities (USA) LLC, RBC Capital Markets, LLC, Barclays Capital Inc., Standard Chartered Bank, and UniCredit Capital Markets LLC are serving as Dealer Managers (the “*Dealer Managers*”) in connection with the Tender Offer. The Lead Coordinator and Dealer Manager’s contact information appears on the back cover of this Offer to Purchase.
- Tender and Information Agent**..... D.F. King & Co., Inc. is serving as Tender and Information Agent in connection with the Tender Offer. Requests for additional copies of the Offer Documents or documents incorporated by reference herein should be directed to the Information Agent. Its contact information appears on the back cover page of this Offer to Purchase.
- Brokerage Commissions** No brokerage commissions are payable by Holders to the Company, the Dealer Managers or the Tender and Information Agent. If your Notes are held through a broker or other Nominee who tenders the Notes on your behalf, such Nominee may charge you a commission for doing so. You should consult with your Nominee to determine whether any charges will apply. See “The Terms of the Tender Offer—Payment for Notes.”

THE COMPANY

The Company is a wholly owned, indirect subsidiary of Weatherford Ireland. Weatherford is one of the world's leading providers of equipment and services used in the drilling, evaluation, completion, production and intervention of oil and natural gas wells. Weatherford conducts operations in approximately 90 countries and has service and sales locations in nearly all of the oil and natural gas producing regions in the world.

The principal business of Weatherford is to provide equipment and services to the oil and natural gas exploration and production industry, both on land and offshore, through three business groups: (1) Formation Evaluation and Well Construction, (2) Completion and Production and (3) Land Drilling Rigs, which together include 13 product lines.

Weatherford's principal executive offices are located at Weststrasse 1, 6340 Baar, Switzerland and its telephone number at that location is +41.22.816.1500. Its Internet address is www.weatherford.com. **Information on Weatherford's website is not incorporated by reference into this Offer to Purchase.**

PURPOSE OF THE TENDER OFFER

The purpose of the Tender Offer is to purchase the Notes, thus retiring debt that would otherwise mature in March 2019. The Tender Offer is subject to certain conditions, including the Financing Condition. See "The Terms of the Tender Offer—Conditions to the Tender Offer." The Tender Offer is not conditioned on the tender of a minimum amount of Notes.

None of the Company, the Dealer Managers, the Tender and Information Agent, the trustee under the Indenture or any of their respective affiliates is making any recommendation as to whether Holders should tender any Notes in response to the Tender Offer. Holders must make their own decision as to whether to participate in the Tender Offer, and, if so, the principal amount of Notes to tender.

OTHER PURCHASES OF SECURITIES

Weatherford intends to repay in full the 2018 Notes at maturity using a portion of the proceeds of the Notes Offering.

We may, but are not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional "make-whole" redemption provision of the Indenture. This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. Pursuant to such redemption provision, the Notes may be redeemed in whole or in part at our option at a redemption price equal to the greater of (i) 100% of the principal amount of the Notes to be redeemed, plus accrued and unpaid interest thereon to the redemption date or (ii) the sum of the present values of the remaining scheduled payments of principal and interest on the Notes then outstanding to be redeemed (not including any portion of such payments of interest accrued as of the redemption date), discounted to the redemption date on a semi-annual basis (computed based on a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined in the Indenture), plus 50 basis points, plus accrued and unpaid interest thereon to the redemption date.

If we do not redeem the Notes, from time to time after completion of the Tender Offer, the Company and/or its affiliates may purchase additional Notes in the open market, in privately negotiated transactions, through tender offers, exchange offers or otherwise. Any future purchases, exchanges or redemptions may be on the same terms or on terms that are more or less favorable to Holders of Notes than the terms of the Tender Offer. Any future purchases, exchanges or redemptions by the Company and/or its affiliates will depend on various factors existing at that time. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) the Company and/or its affiliates may choose to pursue in the future.

SOURCES AND AMOUNTS OF FUNDS

The Company intends to fund the Tender Offer with the proceeds of the Notes Offering. See “The Terms of the Tender Offer—Conditions to the Tender Offer.”

This Offer to Purchase does not constitute an offer to buy any securities or the solicitation of an offer to sell any securities (other than the Notes). This Offer to Purchase does not constitute an offer to sell or the solicitation of an offer to buy any securities which may be sold in the Notes Offering.

THE TERMS OF THE TENDER OFFER

General

The Notes to be tendered are:

Title of Notes	CUSIP Number/ISIN	Aggregate Amount Outstanding (U.S. \$)	Tender Offer Consideration (1) (U.S. \$)
9.625% Senior Notes due 2019	947075AF4	\$485,196,000	\$1,069.00

(1) Per \$1,000 principal amount of Notes accepted for purchase. Does not include Accrued Interest, which will also be payable as provided herein.

Upon the terms and subject to the conditions described in the Offer Documents, the Company hereby offers to purchase for cash any and all of the Notes.

The Company's obligation to accept for payment and to pay for any of the Notes in the Tender Offer is subject to the satisfaction or waiver of the conditions to the Tender Offer, including the Financing Condition. See "—Conditions to the Tender Offer." The Tender Offer is not contingent upon the tender of any minimum principal amount of Notes.

Subject to the terms and conditions of the Tender Offer, the consideration for each U.S. \$1,000 principal amount of Notes validly tendered (including using the guaranteed delivery procedures set forth herein), not validly withdrawn and accepted for purchase pursuant to the Tender Offer will be the Tender Offer Consideration set forth in the table on the front cover of this Offer to Purchase. No tenders will be valid if submitted after the Expiration Time.

In addition to the Tender Offer Consideration, all Holders of Notes accepted for purchase pursuant to the Tender Offer will, on the Settlement Date or the Guaranteed Delivery Settlement Date, as applicable, also receive Accrued Interest.

The Tender Offer commenced on February 21, 2018 and will expire on the Expiration Time, unless extended or earlier terminated by the Company. No tenders will be valid if submitted after the Expiration Time. If a Nominee holds your Notes, such Nominee may have an earlier deadline for accepting the offer. You should promptly contact such Nominee that holds your Notes to determine its deadline. The Tender Offer is open to all registered Holders of the Notes.

The Company will purchase on the Settlement Date any Notes (other than Notes tendered using the guaranteed delivery procedures, which will be purchased on the Guaranteed Delivery Settlement Date) that have been validly tendered and not validly withdrawn prior to the Withdrawal Deadline and that it accepts for purchase, subject to all conditions to the Tender Offer having been either satisfied or waived by the Company. The Settlement Date is expected to occur on the first business day following the Expiration Time.

The Company reserves the right, subject to applicable law, with respect to the Tender Offer to (a) extend the Withdrawal Deadline or Expiration Time to later dates and times as announced by the Company; (b) waive or modify in whole or in part any or all conditions to the Tender Offer; (c) delay the acceptance for purchase of any Notes or delay the purchase of any Notes; or (d) otherwise modify or terminate the Tender Offer. In the event that the Tender Offer is terminated or otherwise not completed, the Tender Offer Consideration will not be paid or become payable to Holders of such Notes, without regard to whether such Holders have validly tendered their Notes (in which case, such tendered Notes will be promptly returned to Holders). The Company will publicly announce any extension, amendment or termination in the manner described under "—Announcements." There can be no assurance that the Company will exercise its rights to extend, terminate or amend the Tender Offer. See "—Expiration Time; Extension; Termination and Amendment."

Notwithstanding any other provision of the Tender Offer, the Company's obligation to accept for purchase and to pay for any Notes validly tendered pursuant to the Tender Offer is conditioned upon

satisfaction of the Financing Condition and the General Conditions (as defined herein). The conditions to the Tender Offer are for the sole benefit of the Company and may be asserted by the Company, regardless of the circumstances giving rise to any such condition (including any action or inaction by the Company). The Company reserves the right, in its sole discretion, to waive any and all conditions of the Tender Offer, including the Financing Condition, prior to the Expiration Time. The Tender Offer is not subject to a minimum principal amount of Notes being tendered. See “—Conditions to the Tender Offer.”

Withdrawal rights with respect to the Notes will terminate on the Withdrawal Deadline, unless extended pursuant to applicable law. Accordingly, following the Withdrawal Deadline, any Notes validly tendered may no longer be validly withdrawn. For the withdrawal of a tendered Note to be valid, such withdrawal must comply with the procedures set forth in “—Withdrawal of Tenders.” In the event of the termination of the Tender Offer, the Notes tendered pursuant to the Tender Offer and not previously accepted and purchased will be promptly returned to the tendering Holders.

In the event that the Company modifies the Tender Offer Consideration, the Company will make a public announcement extending the Expiration Time so that at least five business days remain prior to the expiration of the Tender Offer. The Company will also describe any change in the Tender Offer Consideration in a Current Report on Form 8-K filed with the Commission prior to 12:00 noon, New York City time on the first day of such five business day period. If the Company makes any other material change to the terms of the Tender Offer, the Company will make a public announcement extending the Tender Offer so that at least three business days remain prior to the expiration of the Tender Offer, if the Tender Offer would otherwise expire during such period.

None of the Company, the Dealer Managers, the Tender and Information Agent, the trustee under the Indenture or any of their affiliates makes any recommendation that Holders tender or refrain from tendering all or any portion of the principal amount of their Notes, and no one has been authorized by any of them to make such a recommendation. Holders must make their own decision as to whether to tender their Notes, and, if so, the principal amount of Notes as to tender.

Payment for Notes

Payment for Notes purchased pursuant to the Tender Offer will be made by the deposit of the Tender Offer Consideration, plus Accrued Interest, in immediately available funds by the Company on the Settlement Date (other than Notes tendered using the guaranteed delivery procedures for which payment will be made on the Guaranteed Delivery Settlement Date) with the Tender Agent, which will act as agent for tendering Holders for the purpose of receiving payment from the Company and transmitting such payment to tendering Holders. For purposes of the Tender Offer, the Company will be deemed to have accepted for purchase validly tendered Notes that have not been validly withdrawn if, as and when, the Company gives oral (confirmed in writing) or written notice thereof to the Tender Agent. The Company expects the Guaranteed Delivery Settlement Date to be March 2, 2018.

The Company expressly reserves the right, in the Company’s sole discretion and subject to Rule 14e-1(c) under the Exchange Act, to delay acceptance for purchase of, or payment for, Notes if any of the conditions to the Tender Offer shall not have been satisfied or waived, or in order to comply, in whole or in part, with any applicable law. See “—Conditions to the Tender Offer.” In all cases, payment by the Tender Agent to Holders or beneficial owners of the Tender Offer Consideration, and Accrued Interest, for Notes purchased pursuant to the Tender Offer will be made only after timely receipt by the Tender Agent of (i) timely confirmation of a book-entry transfer of such Notes into the Tender Agent’s account at DTC pursuant to the procedures set forth under “—Procedure for Tendering Notes,” and (ii) a properly transmitted Agent’s Message.

If any tendered Notes are not purchased pursuant to the Tender Offer for any reason, such Notes not purchased will be returned promptly, without expense, to the tendering Holder (or, in the case of Notes tendered by book-entry transfer, such Notes will be promptly credited to the account maintained at DTC from which Notes were delivered) after the expiration or termination of the Tender Offer.

Holders whose Notes are accepted for purchase pursuant to the Tender Offer will be entitled to receive the Tender Offer Consideration, plus Accrued Interest. Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes on the part of the guaranteed delivery procedures or otherwise.

Tendering Holders of Notes purchased in the Tender Offer will not be obligated to pay brokerage commissions to the Company, the Dealer Managers or the Tender and Information Agent. The Company will pay or cause to be paid all transfer taxes with respect to the purchase of any Notes in the Tender Offer. If your Notes are held through a broker or other Nominee who tenders the Notes on your behalf, such broker or Nominee may charge you a commission for doing so. You should consult with your broker or Nominee to determine whether any charges will apply.

The Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of U.S. \$2,000 and integral multiples of U.S. \$1,000 in excess thereof. Holders who do not tender all of their Notes must ensure that they retain a principal amount of the Notes amounting to at least the minimum denomination equal to U.S. \$2,000.

Conditions to the Tender Offer

Notwithstanding any other provision of this Offer to Purchase, and in addition to (and not in limitation of) the Company's right to extend and amend the Tender Offer at any time, in the Company's sole discretion, the Company will not be required to accept for purchase, or to pay for, Notes validly tendered pursuant to the Tender Offer and may terminate, extend or amend the Tender Offer, and may (subject to Rule 14e-1(c) under the Exchange Act, which requires that an offeror pay the consideration offered or return the securities deposited by or on behalf of the Holders thereof promptly after the termination or withdrawal of a tender offer) postpone the acceptance for purchase of, and payment for, Notes so tendered, and may terminate the Tender Offer, if, before such time as any Notes have been accepted for purchase pursuant to the Tender Offer, (i) the Financing Condition shall not have been satisfied and/or (ii) the following events and conditions (the "*General Conditions*") exist or shall occur and remain in effect or shall be determined by the Company to exist or have occurred and have not been satisfied.

All the "General Conditions" shall be deemed to be satisfied unless any of the following conditions shall occur on or after the date of this Offer to Purchase and prior to the Expiration Time:

- (1) there shall have been instituted, threatened or be pending any action, proceeding or investigation (whether formal or informal) (or there shall have been any material adverse development with respect to any action or proceeding currently instituted, threatened or pending) before or by any court, governmental, regulatory or administrative agency or instrumentality, or by any other person, in connection with the Tender Offer that, in the reasonable judgment of the Company or the Guarantors, either (a) is, or is likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of Weatherford, or (b) would or might prohibit, prevent, restrict or delay consummation of the Tender Offer;
- (2) an order, statute, rule, regulation, executive order, stay, decree, judgment or injunction shall have been proposed, enacted, entered, issued, promulgated, enforced or deemed applicable by any court or governmental, regulatory or administrative agency or instrumentality that, in the reasonable judgment of the Company and/or the Guarantors, either (a) would or might prohibit, prevent, restrict or delay consummation of the Tender Offer or (b) is, or is likely to be, materially adverse to the business, operations, properties, condition (financial or otherwise), assets, liabilities or prospects of the Weatherford;
- (3) there shall have occurred or be likely to occur any event affecting the business or financial affairs of the Weatherford that, in the reasonable judgment of the Company and/or the Guarantors, would or might prohibit, prevent, restrict or delay consummation of the Tender Offer;
- (4) the trustee with respect to the Notes shall have objected in any respect to or taken action that could, in the reasonable judgment of the Company and/or the Guarantors, adversely affect the consummation of the Tender Offer or shall have taken any action that challenges the validity or effectiveness of the procedures used by the Company in the making of the Tender Offer or the acceptance of, or payment for, the Notes; or
- (5) there has occurred (a) any general suspension of, or limitation on prices for, trading in securities in the securities or financial markets of either the United States, (b) any significant adverse change in

the price of the Notes in the United States or other major securities or financial markets, (c) a material impairment in the trading market for debt securities, (d) a declaration of a banking moratorium or any suspension of payments with respect to banks in the United States or other major financial markets, (e) any limitation (whether or not mandatory) by any government or governmental, administrative or regulatory authority or agency, domestic or foreign, or other event that, in the reasonable judgment of the Company and/or the Guarantors, might affect the extension of credit by banks or other lending institutions, (f) a commencement of a war, armed hostilities, terrorist acts or other national or international calamity directly or indirectly involving either the United States or (g) in the case of any of the foregoing existing on the date hereof, in the reasonable judgment of the Company and/or the Guarantors, a material acceleration or worsening thereof.

The “*Financing Condition*” refers to Weatherford Delaware having completed a Notes Offering resulting in at least U.S. \$600,000,000 of gross proceeds, on terms reasonably satisfactory to Weatherford.

The foregoing conditions are for the Company’s sole benefit and may be asserted by the Company regardless of the circumstances, including any action or inaction by the Company, giving rise to such condition or may be waived by the Company in whole or in part at any time and from time to time in its sole discretion. If any condition to the Tender Offer is not satisfied or waived by the Company prior to the Settlement Date, the Company reserves the right, but will not be obligated, subject to applicable law:

- to terminate the Tender Offer and return any tendered Notes;
- to waive all unsatisfied conditions and accept for purchase Notes that are validly tendered prior to the Expiration Time;
- to extend the Tender Offer and retain the Notes that have been tendered during the period for which the Tender Offer is extended; or
- to otherwise amend the Tender Offer.

The failure by the Company at any time to exercise any of the foregoing rights will not be deemed a waiver of any other right and each right will be deemed an ongoing right that may be asserted at any time and from time to time. The Tender Offer is not conditioned on any minimum principal amount of Notes being tendered.

Procedure for Tendering Notes

The method of delivery of Notes and all other required documents, including delivery through DTC and any acceptance of an Agent’s Message transmitted through ATOP, is at the election and risk of the person tendering Notes and transmitting an Agent’s Message and delivery will be deemed made only when actually received by the Tender Agent. DELIVERY OF DOCUMENTS TO DTC DOES NOT CONSTITUTE DELIVERY TO THE TENDER AGENT. Holders desiring to tender Notes must allow sufficient time for completion of the ATOP procedures during normal business hours of DTC. In no event shall the Holder send any documents to the Dealer Managers or to the Company.

Tender of Notes Held Through a Nominee.

To effectively tender Notes that are held of record by a Nominee, the beneficial owner thereof must instruct such Nominee to tender the Notes on the beneficial owner’s behalf. Any beneficial owner of Notes held of record by DTC or its Nominee, through authority granted by DTC, may direct the DTC participant through which such beneficial owner’s Notes are held in DTC to tender Notes on such beneficial owner’s behalf.

Tender of Notes Held Through DTC.

To effectively tender Notes that are held through DTC, DTC participants should electronically transmit their acceptance through ATOP (and thereby tender the Notes), for which the transaction will be eligible, followed by a properly transmitted Agent’s Message delivered to the Tender Agent. Upon receipt of such Holder’s acceptance

through ATOP, DTC will edit and verify the acceptance and send an Agent's Message to the Tender Agent for its acceptance. Delivery of tendered Notes must be made to the Tender Agent pursuant to the book-entry delivery procedures set forth below.

Except as provided below, unless the Notes being tendered are deposited with the Tender Agent prior to the Expiration Time (accompanied by a properly transmitted Agent's Message, as applicable), the Company may, at its option, treat such tender as defective for purposes of the right to receive the Tender Offer Consideration. Payment for tendered Notes will be made only against deposit of the tendered Notes and delivery of all other required documents.

In order to validly tender Notes prior to the Expiration Time, with respect to Notes transferred pursuant to ATOP, a DTC participant using ATOP must also properly transmit an Agent's Message. Pursuant to authority granted by DTC, any DTC participant that has Notes credited to its DTC account at any time (and thereby held of record by DTC's nominee) may directly instruct the Tender Agent to tender Notes prior to the Expiration Time as though it were the registered Holder thereof by so transmitting an Agent's Message.

Book-Entry Delivery and Tender of Notes Through ATOP.

Promptly after commencement of the Tender Offer, the Tender Agent will establish one or more new accounts (or utilize existing accounts) with respect to the Notes at DTC for purposes of the Tender Offer (to the extent such arrangements have not been made previously by the Tender Agent). Any financial institution that is a participant in DTC may make book-entry delivery of the Notes credited to such participant's DTC account by causing DTC to transfer such Notes into the Tender Agent's account or accounts at DTC in accordance with DTC's procedures for such transfer. Although delivery of Notes may be effected through book-entry transfer into the Tender Agent's account at DTC, an Agent's Message must, in any case, be transmitted to and received by the Tender Agent prior to the Expiration Time. Delivery of documents to DTC does not constitute delivery to the Tender Agent. The confirmation of a book-entry transfer into the Tender Agent's account at DTC as described above is referred to herein as a "Book-Entry Confirmation."

The term "Agent's Message" means a message transmitted by DTC to, and received by, the Tender Agent and forming a part of the Book-Entry Confirmation, which states that DTC has received an express acknowledgment from the tendering participant stating (i) the aggregate principal amount of Notes to be tendered by such participant and (ii) that such participant has received copies of the Offer to Purchase and agrees to be bound by the terms and conditions of the Tender Offer as described herein.

Any Holder who holds Notes through Clearstream or Euroclear must also comply with the applicable procedures of Clearstream or Euroclear, as applicable, in connection with a tender of Notes. Both Clearstream and Euroclear are indirect participants in the DTC system.

THE NOTES, AGENT'S MESSAGE AND ANY NOTICE OF GUARANTEED DELIVERY SHOULD BE SENT ONLY TO THE TENDER AGENT, AND NOT TO THE COMPANY, THE DEALER MANAGERS, OR TO DTC (OR ANY OTHER BOOK ENTRY TRANSFER FACILITY).

Guaranteed Delivery Procedures for Notes

If a Holder chooses to tender Notes in the Tender Offer and the Holder's Notes are not immediately available or the Holder cannot deliver the Notes to the Tender Agent prior to the Expiration Time, or the Holder cannot complete the procedures for book-entry transfer on a timely basis or if the time will not permit all required documents to reach the Tender and Information Agent before the Expiration Time, the tender may still be effected if all of the following conditions are met:

- the tender is made by or through an Eligible Institution (as defined below);
- a properly completed and duly executed Notice of Guaranteed Delivery, substantially in the form provided by the Company, attached as Appendix A hereto, is received by the Tender and Information Agent, as provided below, before the Expiration Time; and

- a book-entry confirmation, together with an Agent's Message, are received by the Tender and Information Agent no later than two Business Days after the Expiration Time (the "*Notice of Guaranteed Delivery Date*").

The Notice of Guaranteed Delivery may be transmitted in accordance with the ATOP procedures of DTC. If the ATOP procedures are used, the DTC participant need not complete and physically deliver the Notice of Guaranteed Delivery. However, the DTC participant will be bound by the terms of the Tender Offer, including the Notice of Guaranteed Delivery. The Guaranteed Delivery Settlement Date is expected to be March 2, 2018.

The Notice of Guaranteed Delivery should be sent to the Tender and Information Agent and not to the Company, the Dealer Managers or the Trustee.

"**Eligible Institution**" means a member firm of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or an "Eligible Guarantor Institution" within the meaning of Rule 17Ad-15(a)(2) under the Exchange Act. In the Offer Documents, the term "Business Day" means any day, other than Saturday, Sunday or a federal holiday.

Foreign Holders that want to tender using a guaranteed delivery process should contact their brokers or the Tender Agent.

FOR THE AVOIDANCE OF DOUBT, THE DELIVERY OF NOTES TENDERED BY GUARANTEED DELIVERY PROCEDURES MUST BE MADE NO LATER THAN 5:00 P.M. ON MARCH 1, 2018 WHICH IS TWO BUSINESS DAYS FOLLOWING THE EXPIRATION TIME.

General.

Only Holders are authorized to tender their Notes. The procedures by which Notes may be tendered by beneficial owners that are not Holders will depend upon the manner in which the Notes are held. Therefore, to effectively tender Notes that are held through a Nominee, the beneficial owner thereof must instruct such Nominee to tender the Notes on the beneficial owner's behalf according to the procedures described above. DTC has authorized DTC participants that hold Notes on behalf of beneficial owners of Notes through DTC to tender their Notes as if they were the Holders.

The tender of Notes by a Holder (and the acceptance of such tender by the Company) pursuant to the procedures set forth above will constitute a binding agreement between such Holder and the Company in accordance with the terms and subject to the conditions set forth herein.

Notwithstanding any other provision hereof, payment of the Tender Offer Consideration for Notes validly tendered and accepted for payment pursuant to the Tender Offer will, in all cases, be made only after timely receipt (i.e., prior to the Expiration Time) by the Tender Agent of a Book-Entry Confirmation (as defined above) of the transfer of such Notes into the Tender Agent's account at DTC, as described above, and a properly transmitted Agent's Message.

The Company, in its sole discretion, will determine all questions as to the form of documents and validity, eligibility (including time of receipt), acceptance for payment and withdrawal of validly tendered Notes, and such determinations will be final and binding. The Company reserves the absolute right to reject any and all tenders of Notes that the Company determines are not in proper form or where the acceptance for purchase of, or payment for, such Notes may, in the opinion of the Company's counsel, be unlawful. The Company also reserves the absolute right in its sole discretion to waive any of the conditions of the Tender Offer or any defect or irregularity in the tender of Notes of any particular Holder, whether or not similar conditions, defects or irregularities are waived in the case of other Holders. The Company's interpretation of the terms and conditions of the Tender Offer will be final and binding.

Any defect or irregularity in connection with tenders of Notes must be cured within such time as the Company determines, unless waived by the Company. Tenders of Notes shall not be deemed to have been made until all defects or irregularities have been waived or cured. None of the Company, the Dealer Managers, the Tender and Information Agent or any other person will be under any duty to give notification of any defects or irregularities

in tenders or notices of withdrawal or will incur any liability for failure to give any such notification. If the Company waives its right to reject a defective tender of Notes, the Holder will be entitled to the Tender Offer Consideration, plus Accrued Interest.

No Alternative, Conditional or Contingent Tenders.

No alternative, conditional or contingent tenders of Notes will be accepted pursuant to the Tender Offer. All questions as to the form of all documents and acceptance of all tenders of Notes will be determined by the Company, in its sole discretion, the determination of which shall be conclusive and binding.

Representations, Warranties and Undertakings.

By tendering Notes pursuant to the Offer Documents (including by accepting a Tender Offer through ATOP), the Holder is deemed to represent, warrant and undertake to the Company, the Tender Agent and the Dealer Managers that:

- (1) the tendering Holder has received the Offer Documents;
- (2) the Notes are, at the time of acceptance, and will continue to be, until the payment on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable, or the termination or withdrawal of the Tender Offer, or, in the case the Tender Offer has been withdrawn, the date on which the Tender Offer is validly withdrawn, held by it;
- (3) the tendering Holder acknowledges that all authority conferred or agreed to be conferred pursuant to these representations, warranties and undertakings and every obligation of the tendering Holder shall be binding upon the successors, assigns, heirs, executors, administrators, trustee in bankruptcy and legal representatives of the tendering Holder and shall not be affected by, and shall survive, the death or incapacity of the tendering Holder;
- (4) the tendering Holder has full power and authority to tender, sell, assign and transfer the tendered Notes;
- (5) the Notes will, on the Settlement Date or Guaranteed Delivery Settlement Date, as applicable, be transferred by such tendering Holder to the Company in accordance with the terms of the Tender Offer, and the Company will acquire good, marketable and unencumbered title thereto, with full title guarantee free and clear of all liens, restrictions, charges and encumbrances, not subject to any adverse claim or right, and together with all rights attached thereto; and
- (6) the tendering Holder will, upon request, execute and deliver any documents deemed by the Tender Agent or the Company to be necessary or desirable to complete the sale, assignment and transfer of the Notes tendered.

By tendering Notes as set forth herein, and subject to and effective upon acceptance for purchase of, and payment for, the Notes tendered therewith, a tendering Holder (i) irrevocably sells, assigns and transfers to, or upon the order of, the Company all right, title and interest in and to all the Notes tendered thereby and accepted for purchase pursuant to the terms hereof, (ii) waives any and all other rights with respect to the Notes (including, without limitation, the tendering Holder's waiver of any existing or past defaults and their consequences in respect of the Notes and the Indenture), (iii) releases and discharges the Company from any and all claims such Holder may have now, or may have in the future, arising out of, or related to, such Notes, including, without limitation, any claims that such Holder is entitled to receive additional principal or interest payments with respect to such Notes or to participate in any repurchase, redemption or defeasance of the Notes, and (iv) irrevocably constitutes and appoints the Tender Agent as the true and lawful agent and attorney-in-fact of such Holder (with full knowledge that the Tender Agent also acts as the agent of the Company) with respect to any such tendered Notes, with full power of substitution and resubstitution (such power of attorney being deemed to be an irrevocable power coupled with an interest) to (a) transfer ownership of such Notes on the account books maintained by DTC, together with all accompanying evidences of transfer and authenticity, to, or upon the order of, the Company, (b) present such Notes for transfer on the relevant security register, and (c) receive all benefits or otherwise exercise all rights of beneficial

ownership of such Notes (except that the Tender Agent will have no rights to, or control over, funds from the Company, except as agent for the tendering Holders, for the purchase price, plus any Accrued Interest, of Notes tendered pursuant to the Tender Offer, as determined pursuant to the terms of this Offer to Purchase, for any tendered Notes that are purchased by the Company).

By tendering Notes pursuant to the Tender Offer, the Holder will be deemed to have agreed that the delivery and surrender of the Notes is not effective, and the risk of loss of the Notes does not pass to the Tender Agent, until receipt by the Tender Agent of a properly transmitted Agent's Message or Notice of Guaranteed Delivery together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company.

Withdrawal of Tenders

Withdrawal rights with respect to the Notes will terminate on the Withdrawal Deadline, unless extended pursuant to applicable law. Accordingly, following the Withdrawal Deadline, any Notes validly tendered (whether before, on or after the Withdrawal Deadline) may no longer be validly withdrawn.

In the event that the Company modifies the Tender Offer Consideration, the Company will make a public announcement extending the Expiration Time so that at least five business days remain prior to the expiration of the Tender Offer. The Company will also describe any change in the Tender Offer Consideration in a Current Report on Form 8-K filed with the Commission prior to 12:00 noon, New York City time on the first day of such five business day period. If the Company makes any other material change to the terms of the Tender Offer, the Company will make a public announcement extending the Tender Offer so that at least three business days remain prior to the expiration of the Tender Offer, if the Tender Offer would otherwise expire during such period. In the event of such change, if required by applicable law, the Company will extend the Withdrawal Deadline.

For a withdrawal of Notes to be valid, the Tender Agent must timely receive a written or facsimile notice of withdrawal at one of its addresses set forth on the last page of this document, or a properly transmitted "Request Message" through ATOP must be received by the Tender Agent, in each case before the Withdrawal Deadline. The withdrawal notice must:

- specify the name of the person that tendered the Notes to be withdrawn and, if different, the record holder of such Notes (or, in the case of Notes tendered by book entry transfer, the name of the DTC participant for whose account such Notes were tendered and such participant's account number at DTC to be credited with the withdrawn Notes);
- contain a description(s) of the Notes to be withdrawn, including the CUSIP number(s) and the aggregate principal amount represented by such Notes to be withdrawn; and
- be signed by such participant in the same manner as the participant's name is listed on the applicable Agent's Message, or be accompanied by documents of transfer sufficient to have the trustee for the Notes register the transfer of the Notes into the name of the person withdrawing such Notes.

If the Notes to be withdrawn have been delivered or otherwise identified to the Tender Agent, a signed notice of withdrawal is effective immediately upon written or facsimile notice of withdrawal, even if physical release is not yet effected by the Tender Agent. Any Notes validly withdrawn will be deemed to be not validly tendered for purposes of the Tender Offer.

Holders may not rescind their withdrawal of tendered Notes and any Notes validly withdrawn will thereafter be deemed not validly tendered for purposes of the Tender Offer. Validly withdrawn Notes may, however, be tendered again by following one of the procedures described above under "—Procedure for Tendering Notes" at any time prior to the Expiration Time.

Holders may accomplish valid withdrawals of Notes only in accordance with the foregoing procedures.

All questions as to the validity (including time of receipt) of notices of withdrawal will be determined by the Company in its sole discretion, which determination shall be final and binding. None of the Company, the Dealer Managers, the Tender and Information Agent, the Trustee with respect to the Notes or any other person will be under any duty to give notification of any defects or irregularities in any notice of withdrawal or will incur any liability for failure to give any such notification.

Acceptance of Notes for Purchase; Accrual of Interest

Acceptance of Notes for Purchase

The Company will be deemed to have accepted for purchase pursuant to the Tender Offer and thereby have purchased validly tendered Notes pursuant to the Tender Offer if, as and when it gives oral or written notice to the Tender Agent of the Company's acceptance of such Notes for purchase pursuant to the Tender Offer. The Company will announce acceptance for purchase of the Notes. In all cases, payment for Notes purchased pursuant to the Tender Offer will be made by deposit of cash relating to the Tender Offer Consideration, plus the Accrued Interest with the Tender Agent, which will act as agent for tendering holders for the purpose of receiving payments from the Company and transmitting such payments to such holders.

The Company expressly reserves the right, in its sole discretion and subject to Rule 14e-1(c) under the Exchange Act, to delay acceptance for purchase of, or payment for, Notes in order to comply, in whole or in part, with any applicable law. See "—Conditions to the Tender Offer." In all cases, payment by the Tender Agent to Holders of consideration for Notes accepted for purchase pursuant to the Tender Offer will be made only after timely receipt by the Tender Agent of:

- confirmation of a book-entry transfer of such Notes into the Tender Agent's account at DTC pursuant to the procedures set forth under "—Procedures for Tendering Notes"; and
- a duly completed Agent's Message through the facilities of DTC.

If the Tender Offer is terminated or withdrawn, or the Notes subject to the Tender Offer are not accepted for purchase, no consideration will be paid or payable to Holders of those Notes. If any tendered Notes are not purchased pursuant to the Tender Offer for any reason, such Notes will be credited to the account maintained at DTC from which those Notes were delivered promptly following the Expiration Time or termination of the Tender Offer.

The Company reserves the right to transfer or assign, in whole at any time or in part from time to time, to one or more of its affiliates, the right to purchase Notes validly tendered (and not validly withdrawn) pursuant to the Tender Offer but any such transfer or assignment will not relieve the Company of its obligations under the Tender Offer or prejudice the rights of tendering Holders to receive consideration pursuant to the Tender Offer.

Holders will not be obligated to pay brokerage fees or commissions or transfer taxes with respect to the Company's purchase of the Notes pursuant to the Tender Offer. If you hold Notes through a broker or bank, you should consult that institution as to whether it charges any service fees. The Company will pay certain fees and expenses of the Dealer Managers and the Tender and Information Agent in connection with the Tender Offer. See "Dealer Managers, Tender and Information Agent."

Accrual of Interest

Holders who tender Notes that are accepted for purchase pursuant to the Tender Offer will receive Accrued Interest.

Under no circumstances will any additional interest be payable because of any delay in the transmission of funds to the Holders of purchased Notes or otherwise.

Expiration Time; Extension; Termination and Amendment

The Tender Offer will expire on the Expiration Time, as defined on the cover page of this Offer to Purchase, unless extended or earlier terminated by the Company.

The Company reserves the right, at any time or from time to time, to extend the Expiration Time. In addition, subject to applicable law, the Company expressly reserves the right, in the Company's sole discretion, to terminate or withdraw the Tender Offer at any time and from time to time. If the Tender Offer is terminated at any time, the Notes tendered and not previously accepted and purchased will be promptly returned to the tendering Holders. There can be no assurance that the Company will exercise its rights to extend, terminate or amend the Tender Offer. Irrespective of any amendment to the Tender Offer, all Notes previously tendered pursuant to the Tender Offer and not accepted for purchase will remain subject to the Tender Offer and may be accepted for purchase thereafter by the Company, except when such acceptance is prohibited by law.

The Company will publicly announce any extension, amendment or termination in the manner described under "—Announcements." There can be no assurance that the Company will exercise its rights to extend, terminate or amend the Tender Offer. If the Company makes a material change in the terms of the Tender Offer or the information concerning the Tender Offer, the Company will disseminate additional materials and extend the Tender Offer to the extent required by law. In the event of a termination of the Tender Offer, the Tender Offer Consideration will not be paid or become payable on the Notes. Please note that the terms of any extension of, or amendment of the terms of, the Tender Offer may vary from the terms of the original Tender Offer depending on such factors as prevailing interest rates and the principal amount of Notes previously tendered or otherwise purchased.

Additional Terms of the Tender Offer

- All communications, payments, notices, certificates, or other documents to be delivered to or by a Holder will be delivered by or sent to or by it at the Holder's own risk.
- The purchase by the Company of the Notes is not conditioned on the purchase of a minimum amount of the Notes.
- By submitting a valid electronic acceptance instruction, a Holder will be deemed to have given the representations, warranties and undertakings of the Holder set forth above in "—Procedure for Tendering Notes—Representations, Warranties and Undertakings."
- All acceptances of tendered Notes by the Company shall be deemed to be made on the terms set out in this Offer to Purchase (and shall be deemed to be given in writing even if submitted electronically).
- The Company may in the Company's sole discretion elect to treat as valid a tender instruction in respect of which the relevant Holder does not fully comply with all the requirements of these terms.
- Unless waived by the Company, any irregularities in connection with tenders of such Notes must be cured within such time as the Company shall determine. None of the Company, the Dealer Managers, the Tender and Information Agent or any other person (including the trustee for the Notes) shall be under any duty to give notification of any defects or irregularities in such tenders of Notes, nor will any of such entities incur any liability for failure to give such notifications. Tenders of Notes may be deemed not to have been made until such irregularities have been cured or waived.
- None of the Company, the Dealer Managers, the Tender and Information Agent or the trustee for the Notes shall accept any responsibility for failure of delivery of a notice, communication or electronic acceptance instruction.
- Any rights or claims which a Holder may have against the Company in respect of any tendered Notes or the Tender Offer shall be extinguished or otherwise released upon the payment to such

Holder of the consideration for the tendered Notes and any accrued interest, as determined pursuant to the terms of the Tender Offer, for such Notes.

- Without limiting the manner in which the Company may choose to make any public announcement, the Company shall have no obligation to publish, advertise or otherwise communicate any such public announcement other than by issuing a press release or giving notice to the Tender Agent and the Dealer Managers, except as required by law.
- There are no appraisal or similar statutory rights available to the Holders in connection with the Tender Offer.
- The contract constituted by the Company's acceptance for purchase in accordance with the terms of this Offer to Purchase of all Notes validly tendered (or defectively tendered, if such defect has been waived by such Company) shall be governed by, and construed in accordance with the law of the State of New York.

Announcements

If the Company is required to make an announcement relating to an extension of the Withdrawal Deadline or the Expiration Time, an amendment or termination of the Tender Offer, acceptance of the Notes for purchase, or otherwise, the Company will do so as promptly as practicable in a press release issued at least three business days, or in the case of a change in the Tender Offer Consideration, at least five business days, prior to the expiration of the Tender Offer and prior to 10:00 a.m., New York City time, on the first day of such five- or three-business day period, as applicable. The Company will also describe any change in the Tender Offer Consideration in a Current Report on Form 8-K filed with the Commission prior to 12:00 noon, New York City time on the first day of such five business day period.

CERTAIN SIGNIFICANT CONSEQUENCES TO HOLDERS

In deciding whether to participate in the Tender Offer, each Holder should consider carefully, in addition to the other information contained or incorporated by reference in this Offer to Purchase, the risk factors described in Weatherford Ireland's Annual Report for the year ended December 31, 2017 on Form 10-K and the other documents incorporated by reference in this Offer to Purchase, as may be updated from time to time by Weatherford Ireland's other public filings, and the following:

Position of Weatherford and Other Parties Concerning the Tender Offer

None of Weatherford, the Dealer Managers, the Tender and Information Agent or the trustee for the Notes makes any recommendation to any Holder whether to tender or refrain from tendering any or all of such Holder's Notes, and none of them has authorized any person to make any such recommendations. Holders are urged to evaluate carefully all information in the Offer Documents, consult their own investment and tax advisors and make their own decisions whether to tender Notes, and, if so, the principal amount of Notes to tender.

Limited Trading Market

To the extent that Notes are purchased pursuant to the Tender Offer, the trading market for Notes that remain outstanding will become more limited. Because a debt security with a smaller float may command a lower price than would a comparable debt security with a greater float, the market price for Notes not purchased pursuant to the Tender Offer may be affected adversely to the extent the consummation of the Tender Offer reduces the float of the Notes. The reduced float may also tend to make the trading price of the Notes more volatile. The Company cannot assure Holders that if the Tender Offer is consummated that any trading market will exist for the Notes that remain outstanding. The extent of the trading market for the Notes following consummation of the Tender Offer would depend upon the number of Holders that remain at such time, the interest in maintaining markets in the Notes on the part of securities firms and other factors.

Withdrawal Rights

Notes tendered prior to the Withdrawal Deadline may only be validly withdrawn prior to the Withdrawal Deadline, which shall be the earlier of (i) Expiration Time, and (ii) if the Tender Offer is extended, the 10th business day after the commencement of the Tender Offer, and as otherwise required by law. After the Withdrawal Deadline, Notes tendered prior to the Expiration Time (whether tendered before, on or after the Withdrawal Deadline) may not be withdrawn unless the Company is required to extend withdrawal rights under applicable law.

Effect of the Tender Offer on Holders of Notes Tendered and Accepted in the Tender Offer

If your Notes are validly tendered and accepted for purchase, you will be giving up all of your rights as a Holder of those Notes, including, without limitation, your right to future interest or cash distributions and principal payments with respect to such Notes.

Treatment of Notes Not Purchased Pursuant to the Tender Offer

Notes not tendered, or tendered but not accepted for purchase, in the Tender Offer will remain outstanding. The terms and conditions governing the Notes, including the covenants and other protective provisions contained in the Indenture will remain unchanged. No amendments to these documents are being sought.

We may, but are not obligated to, redeem any Notes that remain outstanding following the expiration of the Tender Offer pursuant to the optional "make-whole" redemption provision of the Indenture. This statement shall not constitute a notice of redemption under the Indenture. Any such notice, if made, will only be made in accordance with the provisions of the Indenture. If we do not redeem any remaining Notes after the Tender Offer, we may, from time to time following the Tender Offer, acquire Notes that are not tendered in the Tender Offer through open market purchases, privately negotiated transactions, tender offers, exchange offers or otherwise, upon such terms and at such prices as we may determine, which may be more or less than the price to be paid pursuant to the Tender Offer and could be for cash or other consideration. There can be no assurance as to which, if any, of these alternatives (or combinations thereof) we might choose to pursue in the future.

Conditions to the Consummation of the Tender Offer

The consummation of the Tender Offer is subject to the satisfaction of several conditions, including the Financing Condition. See “The Terms of the Tender Offer—Conditions to the Tender Offer.” In addition, subject to applicable law, the Company may terminate the Tender Offer at any time prior to the Expiration Time. There can be no assurance that such conditions will be met, that the Company will not terminate the Tender Offer, or that, in the event that the Tender Offer is not consummated, the market value and liquidity of the Notes will not be materially adversely affected.

Certain U.S. Tax Considerations

See “Certain U.S. Federal Income Tax Considerations” for a discussion of certain tax matters that should be considered in evaluating the Tender Offer.

Certain Bermuda Tax Considerations

See “Certain Bermuda Tax Considerations” for a discussion of certain tax matters that should be considered in evaluating the Tender Offer.

CERTAIN U.S. FEDERAL INCOME TAX CONSIDERATIONS

The following discussion is a summary of certain U.S. federal income tax consequences to U.S. Holders (as defined below) resulting from the sale of Notes to Weatherford Bermuda pursuant to the Tender Offer. This discussion is general in nature and does not discuss all aspects of U.S. federal income taxation that may be relevant to a particular U.S. Holder in light of the Holder's particular circumstances. This discussion does not address Holders that are not U.S. Holders (generally, non-U.S. persons). Such Holders should consult their own tax advisors about the U.S. federal income tax consequences to them of the sale of Notes to Weatherford Bermuda pursuant to the Tender Offer. This discussion does not address the effect of any U.S. federal tax laws other than U.S. federal income tax laws (such as estate and gift tax laws). This discussion is based upon the Internal Revenue Code of 1986, as amended (the "Code"), U.S. Treasury regulations ("Treasury Regulations") issued under the Code, administrative rulings and court decisions, all as in effect on the date of this offering document, and all of which are subject to differing interpretations, including by the Internal Revenue Service (the "IRS") and the courts and to change, possibly on a retroactive basis, which could result in U.S. federal income tax consequences different from those described below. Further, no advance tax ruling has been sought or obtained from the IRS regarding the U.S. federal income tax consequences described below.

Certain U.S. Holders, including insurance companies, tax exempt organizations, financial institutions, retirement plans, regulated investment companies, real estate investment trusts, brokers or dealers in securities or commodities, traders that elect to use a mark-to-market method of accounting, persons participating in the Notes Offering, persons subject to special tax accounting rules as a result of any item of gross income with respect to the Notes being taken into account in an applicable financial statement, investors in S corporations, partnerships and other pass-through entities, U.S. expatriates, U.S. Holders whose functional currency is not the U.S. dollar, and persons holding the notes as part of a "straddle," "hedge," "conversion transaction," constructive sale or other risk reduction transaction, may be subject to special rules not discussed below. This discussion does not address any alternative minimum, estate, gift, foreign, state or local taxes or the unearned income Medicare contribution tax. Further, this summary assumes that Holders are beneficial owners of the Notes and hold the Notes as "capital assets" within the meaning of Section 1221 of the Code.

This discussion does not consider the U.S. federal income tax consequences of a sale of a Note held by a partnership or an entity that is treated as a partnership for U.S. federal income tax purposes. If a partnership sells Notes, the tax treatment of a partner will generally depend upon the status of the partner and the activities of the partnership. A person or entity that is a partner of a partnership tendering Notes is urged to consult its tax advisor.

As used herein, a "*U.S. Holder*" of a Note means a beneficial owner of a Note that is for U.S. federal income tax purposes (1) an individual who is a citizen or resident alien of the United States, (2) a corporation, or other business entity treated as a corporation for U.S. federal income tax purposes, created or organized in or under the laws of the United States or of any state thereof or the District of Columbia, (3) an estate whose income is subject to U.S. federal income taxation regardless of its source or (4) a trust if a U.S. court is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or a trust that has a valid election in effect under applicable Treasury Regulations to be treated as a U.S. person.

Gain from Sale of Notes.

A sale of a Note by a U.S. Holder pursuant to the Tender Offer will be a taxable transaction to such U.S. Holder for U.S. federal income tax purposes. A U.S. Holder generally will recognize gain or loss on the sale of a Note in an amount equal to the difference, if any, between (1) the amount realized on such sale (excluding amounts attributable to accrued stated interest, which will be treated as described below) and (2) the U.S. Holder's "adjusted tax basis" in such Note at the time of sale. Generally, a U.S. Holder's adjusted tax basis in a Note will be equal to the amount paid for the Note by such U.S. Holder (increased by any market discount previously included in income if such U.S. Holder has elected to include market discount in gross income currently as it accrues, and decreased (but not below zero) by any amortizable bond premium that the U.S. Holder has previously amortized). Subject to the market discount rules, any gain or loss that a U.S. Holder recognizes on the sale of Notes will be capital gain or loss, and will be long term capital gain or loss if the U.S. Holder has held the Notes for more than one year at the time of the disposition. Long term capital gain of non-corporate U.S. Holders may be eligible for reduced rates of

taxation. Any such gain or loss generally will be treated as income or loss from sources within the United States for U.S. foreign tax credit purposes. A U.S. Holder's ability to deduct capital losses is subject to limitations.

In general, the portion of the amount realized in the Tender Offer that is attributable to accrued stated interest on a Note will be taxable as ordinary interest income for U.S. federal income tax purposes to the extent not previously included in gross income by the U.S. Holder. For U.S. federal income tax purposes, such ordinary interest income will generally be treated as foreign source income.

Market Discount and Amortizable Bond Premium.

Gain recognized by a U.S. Holder will be treated as ordinary income to the extent of any market discount on the Notes that has accrued during the period that such U.S. Holder held the Notes and that has not previously been included in income by the U.S. Holder. A Note will generally be considered to be acquired with market discount if the initial tax basis of the Note in the hands of the U.S. Holder immediately after its acquisition by the U.S. Holder was less than the "stated redemption price at maturity" of the Note by more than a specified *de minimis* amount. Market discount generally accrues on a ratable basis, unless the U.S. Holder elects to accrue the market discount using a constant-yield method. U.S. Holders should consult their tax advisors as to the portion of any gain that could be taxable as ordinary income under the market discount rules.

In general, if a U.S. Holder purchased a Note in a secondary market transaction for an amount in excess of the Note's stated redemption price at maturity plus accrued interest, such U.S. Holder will be considered to have purchased such Note with "amortizable bond premium" equal in amount to such excess. A U.S. Holder that elected to amortize such premium as an offset to interest income must reduce its tax basis in the Note by the amount of the premium used to offset interest income. A U.S. Holder may include the amount of any unamortized premium in its tax basis in the Note and decrease the gain or increase the loss otherwise recognized upon disposition of the Note.

Information Reporting and Backup Withholding.

In general, information reporting requirements may apply to any amounts (including amounts attributable to accrued but unpaid interest) paid pursuant to the Tender Offer to U.S. Holders other than certain exempt recipients (such as corporations). A U.S. Holder may also be subject to backup withholding on payments received with respect to the Notes unless such U.S. Holder (1) falls within certain exempt categories (such as corporations) and demonstrates this fact when required or (2) provides a correct U.S. taxpayer identification number, certifies that such U.S. Holder is exempt from backup withholding and otherwise complies with applicable requirements of the backup withholding rules. Each U.S. Holder may provide such Holder's correct taxpayer identification number and certify that such U.S. Holder is not subject to backup withholding by completing an IRS Form W-9.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules may be refunded or credited against the U.S. Holder's U.S. federal income tax liability, provided that the required information is timely provided to the IRS.

The foregoing summary does not discuss all aspects of U.S. federal income taxation that may be relevant to particular Holders in light of their particular circumstances and is not intended, and should not be construed, to be tax or legal advice to any particular Holder. Holders are urged to consult their tax advisors as to the particular tax consequences to them of the sale of Notes pursuant to the Tender Offer, including the effect of any federal, state, local, foreign and other tax laws.

CERTAIN BERMUDA TAX CONSIDERATIONS

At the present time, there is no Bermuda income or profits tax, withholding tax, capital gains tax, capital transfer tax, estate duty or inheritance tax payable by Weatherford Bermuda or by holders of the Notes issued by Weatherford Bermuda. Weatherford Bermuda has obtained an assurance from the Minister of Finance of Bermuda under the Exempted Undertakings Tax Protection Act 1966 that, in the event that any legislation is enacted in Bermuda imposing any tax computed on profits or income, or computed on any capital asset, gain or appreciation or any tax in the nature of estate duty or inheritance tax, such tax shall not, until March 31, 2035, be applicable to Weatherford Bermuda or to any of its operations or to its shares, debentures or other obligations except insofar as such tax applies to persons ordinarily resident in Bermuda or is payable by Weatherford Bermuda in respect of real property owned or leased by Weatherford Bermuda in Bermuda.

DEALER MANAGERS, TENDER AND INFORMATION AGENT

The Company has retained Deutsche Bank Securities Inc., Citigroup Global Markets Inc., Morgan Stanley & Co. LLC, J.P. Morgan Securities LLC, Wells Fargo Securities, LLC, Skandinaviska Enskilda Banken AB (publ), TD Securities (USA) LLC, RBC Capital Markets, LLC, Barclays Capital Inc., Standard Chartered Bank and UniCredit Capital Markets LLC to act as the Dealer Managers for the Tender Offer and D.F. King & Co., Inc. to act as the Tender Agent and the Information Agent in connection with the Tender Offer. The Company has agreed to pay the Dealer Managers and the Tender and Information Agent customary fees for their services in connection with the Tender Offer. The Company has also agreed to reimburse the Dealer Managers and the Tender and Information Agent for certain of their out-of-pocket expenses and to indemnify them against certain liabilities, including liabilities under the federal securities laws. The Dealer Managers may also act as underwriters, initial purchasers, lenders or other agents in connection with any debt offerings and/or bank financings Weatherford may pursue.

In the ordinary course of business, the Dealer Managers or their affiliates may at any time hold long or short positions, and may trade for their own account or the accounts of customers, in Weatherford's debt or equity securities, including any of the Notes. To the extent that the Dealer Managers or their affiliates own or acquire Notes during the Tender Offer, they may tender such Notes pursuant to the terms of the Tender Offer. In the ordinary course of their business, the Dealer Managers and their affiliates have from time to time provided, and may in the future provide, certain commercial banking, investment banking and financial advisory services for Weatherford, including the provision of credit facilities, for which they received, or will receive, customary fees and expenses.

None of the Dealer Managers, the Tender and Information Agent or the trustee assume any responsibility for the accuracy or completeness of the information concerning the Company, its affiliates or the Notes contained or referred to in this Offer to Purchase or for any failure by the Company to disclose events that may have occurred and may affect the significance or accuracy of such information.

NONE OF WEATHERFORD, THE DEALER MANAGERS, THE TENDER AND INFORMATION AGENT, THE TRUSTEE FOR THE NOTES OR ANY OF WEATHERFORD'S OR THEIR RESPECTIVE AFFILIATES IS MAKING ANY RECOMMENDATION AS TO WHETHER HOLDERS SHOULD TENDER ANY NOTES IN RESPONSE TO THE TENDER OFFER. HOLDERS MUST MAKE THEIR OWN DECISION AS TO WHETHER TO TENDER ANY OF THEIR NOTES AND, IF SO, THE PRINCIPAL AMOUNT OF NOTES TO TENDER.

In connection with the Tender Offer, Weatherford's officers and regular employees (who will not be specifically compensated for such services) may solicit tenders by use of the mails, personally or by telephone. Weatherford will also pay brokerage houses and other custodians, nominees and fiduciaries the reasonable out-of-pocket expenses incurred by them in forwarding copies of this Offer to Purchase and related documents to the Holders and in handling or forwarding tenders of Notes by their customers.

MISCELLANEOUS

The Company is not aware of any jurisdiction where the making of the Tender Offer is not in compliance with the laws of such jurisdiction. If the Company becomes aware of any jurisdiction where the making of the Tender Offer would not be in compliance with such laws, the Company will make a good faith effort to comply with any such laws or may seek to have such laws declared inapplicable to the Tender Offer. If, after such good faith effort, the Company cannot comply with any such applicable laws, the Tender Offer will not be made to the Holders of Notes residing in each such jurisdiction. In any jurisdiction in which the securities laws or blue sky laws require the Tender Offer to be made by a licensed broker or dealer, the Tender Offer will be deemed to be made on behalf of the Company by the Dealer Managers, or one or more registered brokers or dealers that are licensed under the laws of such jurisdiction.

SCHEDULE A: NOTICE OF GUARANTEED DELIVERY

With respect to the Offer to Purchase for Cash Any and All
of Weatherford International Ltd.'s
9.625% Senior Notes due 2019 (the "Notes") CUSIP: 947075AF4

PURSUANT TO THE OFFER TO PURCHASE DATED FEBRUARY 21, 2018

The Tender Offer is scheduled to expire at 5:00 p.m., New York City time, on February 27, 2018, unless extended, terminated or withdrawn by the Company (as defined herein) in its sole discretion (such time and date, as the same may be extended, the "Expiration Time"). Holders who wish to be eligible to receive the applicable Tender Offer Consideration must validly tender and not validly withdraw their Notes at or prior to the Expiration Time.

As set forth in the Offer to Purchase, dated February 21, 2018 (as the same may be amended or supplemented from time to time, the "Offer to Purchase"), by Weatherford International Ltd. (the "Company"), under the caption "The Tender Offer—Procedures for Tendering Notes," this Notice of Guaranteed Delivery, or one substantially in the form hereof, must be used to tender the Notes pursuant to the Tender Offer if (1) your notes are not immediately available or cannot be delivered to the Tender and Information Agent by the Expiration Time, (2) you cannot comply with the procedure for book-entry transfer by the Expiration Time or (3) you cannot deliver the other required documents to the Tender and Information Agent by the Expiration Time. Capitalized terms used but not defined herein have the respective meanings assigned to them in the Offer to Purchase.

This Notice of Guaranteed Delivery may be delivered by hand or mail or transmitted by facsimile transmission to the Tender and Information Agent as set forth below, but in any case it must be delivered to the Tender and Information Agent prior to the Expiration Time. **Holders who hold Notes in book-entry form and tender pursuant to the guaranteed delivery procedures for the Notes should, prior to the Expiration Time, only comply with ATOP's procedures applicable to guaranteed delivery.**

*The Tender and Information Agent for the
Tender Offer is:*

D.F. KING & CO., INC.
48 Wall Street, 22nd Floor New York, NY 10005
Attn: Andrew Beck

Banks and Brokers call: (212) 269-5550
All Others call Toll Free: (888) 541-9895
Email: weatherford@dfking.com

By facsimile:
(For Eligible Institutions only): (212) 709-3328
Attn: Andrew Beck

For Confirmation: (212) 269-5552

DELIVERY OF THIS NOTICE OF GUARANTEED DELIVERY TO AN ADDRESS OTHER THAN AS SET FORTH ABOVE, OR TRANSMISSION OF INSTRUCTIONS VIA A FAX NUMBER OTHER THAN AS LISTED ABOVE, WILL NOT CONSTITUTE A VALID DELIVERY.

Ladies and Gentlemen:

Upon the terms and subject to the conditions set forth in the Offer Documents, the undersigned hereby tenders to the Company the principal amount of Notes indicated herein, pursuant to the guaranteed delivery procedures for the Notes described herein and in the Offer to Purchase under the caption “The Tender Offer—Procedures for Tendering Notes—Guaranteed Delivery Procedure for Notes.” The undersigned hereby represents and warrants that the undersigned has full power and authority to tender the Notes.

The undersigned understands that (i) Notes may be tendered and accepted for payment only in principal amounts equal to minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof, (ii) no alternative, conditional or contingent tenders will be accepted and (iii) holders who tender less than all of their Notes must continue to hold Notes in at least the minimum authorized denomination of \$2,000 principal amount.

The undersigned understands that payment by the Tender and Information Agent for Notes tendered hereby and accepted for payment pursuant to the Tender Offer will be made only after receipt by the Tender and Information Agent, no later than 5:00 p.m., New York City time, on March 1, 2018, the second Business Day after the Expiration Time, of a properly transmitted Agent’s Message, together with confirmation of book-entry transfer of the Notes specified therein, together with all accompanying evidences of authority and any other required documents in form satisfactory to the Company. The undersigned understands that tenders of Notes pursuant to the Tender Offer may not be withdrawn except as set forth in the Offer to Purchase. In the event that the Tender Offer is terminated, withdrawn or otherwise not consummated, the Tender Offer Consideration will not become payable. In such event, the Notes previously tendered pursuant to the Tender Offer will be promptly returned to the tendering Holders.

The undersigned understands that the Eligible Institution (as defined below) that tenders Notes pursuant to the guaranteed delivery procedures for the Notes must (i) at or prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Tender and Information Agent or, in the case of Notes held in book-entry form, comply with ATOP’s procedures applicable to guaranteed delivery, and (ii) no later than 5:00 p.m., New York City time, on March 1, 2018, the second Business Day after the Expiration Time, deliver the Agent’s Message, together with confirmation of book-entry transfer of the Notes, to the Tender and Information Agent. **Failure to do so could result in a financial loss to such Eligible Institution.**

The undersigned understands that if a Holder tenders Notes through ATOP pursuant to the guaranteed delivery procedures for the Notes, the Eligible Institution should not complete and deliver the Notice of Guaranteed Delivery, but such Eligible Institution will be bound by the terms of the Offer Documents, including the Notice of Guaranteed Delivery, as if it was executed and delivered by such Eligible Institution. Holders who hold Notes in book-entry form and tender pursuant to the guaranteed delivery procedures should, prior to the Expiration Time, only comply with ATOP’s procedures applicable to guaranteed delivery.

All authority herein conferred or agreed to be conferred by this Notice of Guaranteed Delivery shall survive the death or incapacity of the undersigned and every obligation of the undersigned under this Notice of Guaranteed Delivery shall be binding on the heirs, personal representatives, executors, administrators, successors, assigns, trustees in bankruptcy and other legal representatives of the undersigned.

PLEASE SIGN AND COMPLETE

This Notice of Guaranteed Delivery must be signed by the DTC participant tendering Notes on behalf of the Holder(s) of such Notes exactly as such participant's name appears on a security position listing as the owner of such Notes. If the signature appearing below is by a trustee, executor, administrator, guardian, attorney-in-fact, officer or other person acting in a fiduciary or representative capacity, such person must set forth his or her name, address and capacity as indicated below and submit evidence satisfactory to the Company of such person's authority so to act.

Aggregate Principal Amount of Notes Tendered:

Account Number: _____

Transaction Code Number: _____

Date: _____

The Participant holds the Notes tendered through DTC on behalf of the following ("Beneficiary"):

Name and Tel. No. of Contact (if known) at the Beneficiary:

Name of Participant:

Address of Participant including Zip Code:

Area Code and Tel. No.: _____

Name(s) of Authorized Signatory:

Capacity:

Address(es) of Authorized Signatory:

Area Code and Tel. No.: _____

Signature(s) of Authorized Signatory:

Date: _____

**GUARANTEE OF DELIVERY
(NOT TO BE USED FOR SIGNATURE GUARANTEE)**

The undersigned, a firm that is a member of a registered national securities exchange or of the Financial Industry Regulatory Authority, a commercial bank or trust company having an office or correspondent in the United States or an "eligible guarantor institution" within the meaning of Rule 17Ad-15(a)(2) under the Securities Exchange Act of 1934, as amended (each of the foregoing being referred to herein as an "Eligible Institution") hereby (1) represents that each Holder on whose behalf this tender is being made "own(s)" the Notes tendered hereby within the meaning of Rule 14e-4 under the Securities Exchange Act of 1934, as amended, (2) represents that such tender of Notes is being made by guaranteed delivery and (3) guarantees that, no later than 5:00, New York City time, on March 1, 2018, the second Business Day after the Expiration Time, a properly transmitted Agent's Message, together with confirmation of book-entry transfer of the Notes specified therein, will be deposited by such Eligible Institution with the Tender and Information Agent.

The Eligible Institution that completes this form acknowledges that it must (i) prior to the Expiration Time, deliver a Notice of Guaranteed Delivery to the Tender and Information Agent or comply with ATOP's procedures applicable to guaranteed delivery, and (ii) no later than 5:00 P.M., New York City time, on March 1, 2018, the second Business Day after the Expiration Time deliver the Agent's Message, together with confirmation of book-entry transfer of the Notes specified therein, to the Tender and Information Agent. **Failure to do so could result in financial loss to such Eligible Institution.**

Name of Firm: _____ Address: _____ _____ _____ (including Zip Code)	_____ Name: _____ Title: _____ Date: _____
Area Code and Tel. No.: _____ _____	

The Tender Agent for the Tender Offer is:

D.F. King & Co., Inc.

By facsimile:
(For Eligible Institutions only): (212) 709-3328
Attn: Andrew Beck

For Confirmation: (212) 269-5552

By Mail:
45 Wall Street
New York, NY 10005

By Overnight Courier:
45 Wall Street
New York, NY 10005

By Hand:
45 Wall Street
New York, NY 10005

If a Holder has questions about the Tender Offer or the procedures for tendering Notes, the Holder should contact the Dealer Managers or the Information Agent at one of their telephone numbers set forth below. If a Holder would like additional copies of the Offer Documents or the documents incorporated herein by reference, the Holder should call the Information Agent at one of its telephone numbers set forth below.

The Information Agent for the Tender Offer is:

D.F. King & Co., Inc.

48 Wall Street, 22nd Floor New York, NY 10005
Attn: Andrew Beck

Banks and Brokers call: (212) 269-5550
All Others call Toll Free: (888) 541-9895
Email: weatherford@dfking.com

The Dealer Managers for the Tender Offer are:

Deutsche Bank Securities Inc.

60 Wall Street, 2nd Floor
New York, New York 10005
Attn: Liability Management Group

Toll Free: (855) 287-1922
Collect: (212) 250-7527

Citigroup Global Markets Inc.
Morgan Stanley & Co. LLC
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