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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): August 13, 2012**

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**WEATHERFORD INTERNATIONAL LTD.**

(Exact name of registrant as specified in its charter)

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

**001-34258**  
Commission  
File Number

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

**4-6 Rue Jean-François Bartholoni,  
1204 Geneva, Switzerland**  
(Address of principal executive offices)

**Not Applicable**  
(Zip Code)

**Registrant's telephone number, including area code: + 41.22.816.1500**

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
  - Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
  - Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
  - Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))
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**Item 1.01. Entry into a Material Definitive Agreement.**

On August 14, 2012, after receiving the necessary consents of bondholders in a consent solicitation that began August 2, 2012 (the "Consent Solicitation"), we entered into supplemental indentures with the trustee under our indentures. These supplemental indentures extend the due date under our indentures for providing our Form 10-Q filings for the second and third fiscal quarters of 2012 to no later than March 31, 2012.

The supplemental indentures are filed as Exhibits 4.1 and 4.2 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 7.01. Regulation FD Disclosure.**

We expect to pay an aggregate of approximately \$29 million in connection with the successful Consent Solicitation, including consent fees and costs of the solicitation.

**Item 8.01 Other Events.**

On August 13, 2012, we issued a press release announcing the success of the Consent Solicitation. A copy of the press release is attached as Exhibit 99.1 and is incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.****(d) Exhibits.**

- 4.1 Sixth Supplemental Indenture, dated as of August 14, 2012, among Weatherford International Ltd., a Bermuda exempted company ("Weatherford Bermuda"), Weatherford International, Inc., a Delaware company ("Weatherford Delaware"), Weatherford International Ltd., a Swiss joint-stock company ("Weatherford Switzerland"), and Deutsche Bank Trust Company Americas, as trustee, to the indenture dated as of October 1, 2003.
  - 4.2 Third Supplemental Indenture, dated as of August 14, 2012, among Weatherford Delaware, Weatherford Bermuda, Weatherford Switzerland, and Deutsche Bank Trust Company Americas, as trustee, to the indenture dated as of June 18, 2007.
- 99.1 Press release dated August 13, 2012, announcing the success of the Consent Solicitation.

## SIGNATURES

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

Date: August 14, 2012

WEATHERFORD INTERNATIONAL LTD.

/s/ Joseph C. Henry

Joseph C. Henry,  
Senior Vice President, Co-General Counsel and Corporate  
Secretary

## INDEX TO EXHIBITS

<u>Exhibit Number</u>	<u>Description</u>
4.1	Sixth Supplemental Indenture, dated as of August 14, 2012, among Weatherford Bermuda, Weatherford Delaware, Weatherford Switzerland, and Deutsche Bank Trust Company Americas, as trustee, to the indenture dated as of October 1, 2003.
4.2	Third Supplemental Indenture, dated as of August 14, 2012, among Weatherford Delaware, Weatherford Bermuda, Weatherford Switzerland, and Deutsche Bank Trust Company Americas, as trustee, to the indenture dated as of June 18, 2007.
99.1	Press release dated August 13, 2012, announcing the success of the Consent Solicitation.

WEATHERFORD INTERNATIONAL LTD.  
a Bermuda exempted company

as Issuer

WEATHERFORD INTERNATIONAL, INC.  
a Delaware corporation

as Guarantor

WEATHERFORD INTERNATIONAL LTD.,  
a Swiss joint-stock corporation

as Guarantor

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Trustee

SIXTH SUPPLEMENTAL INDENTURE

Dated as of August 14, 2012

To

INDENTURE

Dated as of October 1, 2003

SIXTH SUPPLEMENTAL INDENTURE dated as of August 14, 2012 (this “*Supplemental Indenture*”), among Weatherford International Ltd., a Bermuda exempted company (the “*Company*”), Weatherford International Ltd., a Swiss joint-stock corporation (“*Weatherford Switzerland*”), Weatherford International, Inc., a Delaware corporation (“*Weatherford Delaware*” and, together with Weatherford Switzerland, the “*Guarantors*”), and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee under the Indenture referred to below (in such capacity, the “*Trustee*”).

#### RECITALS OF THE COMPANY

WHEREAS, the Company, Weatherford Delaware and the Trustee are parties to an Indenture dated as of October 1, 2003 (the “*Original Indenture*”) (the Original Indenture, as supplemented from time to time, including without limitation pursuant to this Supplemental Indenture, being referred to herein as the “*Indenture*”); and

WHEREAS, pursuant to Section 9.2 of the Indenture, with the consent of the Holders of not less than a majority in aggregate principal amount of the then Outstanding Securities of all series affected by such supplemental indenture, the Company, when authorized by a Board Resolution, the Guarantors and the Trustee may enter into a supplemental indenture to amend or supplement the Indenture; and

WHEREAS, the Company has solicited the consents of the Holders of the Outstanding Securities with respect to certain amendments to the Indenture in exchange for the payment of a consent fee, as described in a consent solicitation statement dated August 2, 2012, and the holders of a majority in aggregate principal amount of the Outstanding Securities of all series have duly consented to such amendments pursuant to Section 9.2 of the Indenture;

NOW, THEREFORE, in consideration of the premises, agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, for the equal and proportionate benefit of all Holders of the Outstanding Securities, as follows:

#### ARTICLE 1

##### RELATION TO INDENTURE; DEFINITIONS

###### **SECTION 1.01.** *Relation to Indenture.*

With respect to the Outstanding Securities and the Guarantees thereof by the Guarantors, this Supplemental Indenture constitutes an integral part of the Indenture.

###### **SECTION 1.02.** *Definitions.*

For all purposes of this Supplemental Indenture, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Original Indenture, as previously supplemented and amended.

###### **SECTION 1.03.** *General References.*

All references in this Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and the terms “*herein*,” “*hereof*,” “*hereunder*” and any other word of similar import refers to this Supplemental Indenture.

**ARTICLE 2**  
AMENDMENTS

**SECTION 2.01.** *Amendment to Section 5.1 of the Indenture.*

Section 5.1 of the Indenture is hereby amended by adding the following language at the beginning of clause (3) thereof:

“Except with respect to the nonperformance of the covenants set forth in Sections 7.4 and 14.3 prior to March 31, 2013,”

**SECTION 2.02.** *Amendment to Section 7.4 of the Indenture.*

Section 7.4 of the Indenture is hereby amended by adding the following sentence at the end of that section:

“Notwithstanding the foregoing provisions of this Section 7.4, the Company shall be exempt from the requirements of clauses (a), (b) and (c) hereof until March 31, 2013.”

**SECTION 2.03.** *Amendment to Section 14.3 of the Indenture.*

Section 14.3 of the Indenture is hereby amended by adding the following sentence at the end of that section:

“Notwithstanding the foregoing provisions of this Section 14.3, the Guarantors shall be exempt from the requirements of this Section 14.3 until March 31, 2013.”

**ARTICLE 3**  
MISCELLANEOUS

**SECTION 3.01.** *Certain Trustee Matters.*

The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness.

The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or the Outstanding Securities or the proper authorization or the due execution hereof or thereof by the Company.

**SECTION 3.02.** *Continued Effect.*

Except as expressly supplemented and amended by this Supplemental Indenture, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture, as supplemented and amended hereby and thereby, is in all respects hereby ratified and confirmed. This Supplemental Indenture and all of its provisions shall be deemed a part of the Indenture, as supplemented and amended, in the manner and to the extent herein and therein provided.

**SECTION 3.03.** *Governing Law.*

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 3.04.** *Counterparts.*

This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

(Signature Pages Follow)

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

WEATHERFORD INTERNATIONAL LTD.  
a Bermuda exempted company  
as Issuer

By: /s/ John H. Briscoe  
Name: John H. Briscoe  
Title: Senior Vice President and Chief Financial  
Officer

WEATHERFORD INTERNATIONAL LTD.  
a Swiss joint-stock corporation  
as Guarantor

By: /s/ John H. Briscoe  
Name: John H. Briscoe  
Title: Senior Vice President and Chief Financial  
Officer

WEATHERFORD INTERNATIONAL, INC.  
a Delaware corporation  
as Guarantor

By: /s/ John H. Briscoe  
Name: John H. Briscoe  
Title: Senior Vice President and Chief Financial  
Officer



DEUTSCHE BANK TRUST COMPANY AMERICAS  
By: Deutsche Bank National Trust Company  
as Trustee

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

By: /s/ Jeffrey Schoenfeld  
Name: Jeffrey Schoenfeld  
Title: Associate

WEATHERFORD INTERNATIONAL, INC.  
a Delaware corporation

as Issuer

WEATHERFORD INTERNATIONAL LTD.  
a Bermuda exempted company

as Guarantor

WEATHERFORD INTERNATIONAL LTD.,  
a Swiss joint-stock corporation

as Guarantor

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,

as Trustee

THIRD SUPPLEMENTAL INDENTURE

Dated as of August 14, 2012

To

INDENTURE

Dated as of June 18, 2007

THIRD SUPPLEMENTAL INDENTURE dated as of August 14, 2012 (this “*Supplemental Indenture*”), among Weatherford International, Inc., a Delaware corporation (the “*Company*”), Weatherford International Ltd., a Swiss joint-stock corporation (“*Weatherford Switzerland*”), Weatherford International Ltd., a Bermuda exempted company (“*Weatherford Bermuda*” and, together with Weatherford Switzerland, the “*Guarantors*”), and Deutsche Bank Trust Company Americas, a New York banking corporation, as trustee under the Indenture referred to below (in such capacity, the “*Trustee*”).

#### RECITALS OF THE COMPANY

WHEREAS, the Company, Weatherford Bermuda and the Trustee are parties to an Indenture dated as of June 18, 2007 (the “*Original Indenture*”) (the Original Indenture, as supplemented from time to time, including without limitation pursuant to this Supplemental Indenture, being referred to herein as the “*Indenture*”); and

WHEREAS, pursuant to Section 9.2 of the Indenture, with the consent of the Holders of not less than a majority in aggregate principal amount of the then Outstanding Securities of all series affected by such supplemental indenture, the Company, when authorized by a Board Resolution, the Guarantors and the Trustee may enter into a supplemental indenture to amend or supplement the Indenture; and

WHEREAS, the Company has solicited the consents of the Holders of the Outstanding Securities with respect to certain amendments to the Indenture in exchange for the payment of a consent fee, as described in a consent solicitation statement dated August 2, 2012, and the holders of a majority in aggregate principal amount of the Outstanding Securities of all series have duly consented to such amendments pursuant to Section 9.2 of the Indenture;

NOW, THEREFORE, in consideration of the premises, agreements and obligations set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, for the equal and proportionate benefit of all Holders of the Outstanding Securities, as follows:

#### ARTICLE 1

##### RELATION TO INDENTURE; DEFINITIONS

###### **SECTION 1.01.** *Relation to Indenture.*

With respect to the Outstanding Securities and the Guarantees thereof by the Guarantors, this Supplemental Indenture constitutes an integral part of the Indenture.

###### **SECTION 1.02.** *Definitions.*

For all purposes of this Supplemental Indenture, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned thereto in the Original Indenture, as previously supplemented and amended.

###### **SECTION 1.03.** *General References.*

All references in this Supplemental Indenture to Articles and Sections, unless otherwise specified, refer to the corresponding Articles and Sections of this Supplemental Indenture; and the terms “*herein*,” “*hereof*,” “*hereunder*” and any other word of similar import refers to this Supplemental Indenture.

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Section 5.1 of the Indenture is hereby amended by adding the following language at the beginning of clause (3) thereof:

“Except with respect to the nonperformance of the covenants set forth in Sections 7.4 and 14.3 prior to March 31, 2013,”

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Section 7.4 of the Indenture is hereby amended by adding the following sentence at the end of that section:

“Notwithstanding the foregoing provisions of this Section 7.4, the Company shall be exempt from the requirements of clauses (a), (b) and (c) hereof until March 31, 2013.”

**SECTION 2.03.** *Amendment to Section 14.3 of the Indenture.*

Section 14.3 of the Indenture is hereby amended by adding the following sentence at the end of that section:

“Notwithstanding the foregoing provisions of this Section 14.3, the Guarantors shall be exempt from the requirements of this Section 14.3 until March 31, 2013.”

**ARTICLE 3**  
MISCELLANEOUS

**SECTION 3.01.** *Certain Trustee Matters.*

The recitals contained herein shall be taken as the statements of the Company, and the Trustee assumes no responsibility for their correctness.

The Trustee makes no representations as to the validity or sufficiency of this Supplemental Indenture or the Outstanding Securities or the proper authorization or the due execution hereof or thereof by the Company.

**SECTION 3.02.** *Continued Effect.*

Except as expressly supplemented and amended by this Supplemental Indenture, the Indenture shall continue in full force and effect in accordance with the provisions thereof, and the Indenture, as supplemented and amended hereby and thereby, is in all respects hereby ratified and confirmed. This Supplemental Indenture and all of its provisions shall be deemed a part of the Indenture, as supplemented and amended, in the manner and to the extent herein and therein provided.

**SECTION 3.03.** *Governing Law.*

This Supplemental Indenture shall be governed by and construed in accordance with the laws of the State of New York.

**SECTION 3.04.** *Counterparts.*

This instrument may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

(Signature Pages Follow)

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

WEATHERFORD INTERNATIONAL, INC.  
a Delaware corporation  
as Issuer

By: /s/ John H. Briscoe  
Name: John H. Briscoe  
Title: Senior Vice President and Chief Financial  
Officer

WEATHERFORD INTERNATIONAL LTD.  
a Swiss joint-stock corporation  
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By: /s/ John H. Briscoe  
Name: John H. Briscoe  
Title: Senior Vice President and Chief Financial  
Officer

DEUTSCHE BANK TRUST COMPANY AMERICAS  
By: Deutsche Bank National Trust Company  
as Trustee

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

By: /s/ Jeffrey Schoenfeld  
Name: Jeffrey Schoenfeld  
Title: Associate



Press Release

### **Weatherford Announces Success of Consent Solicitations Relating to Senior Notes**

GENEVA, SWITZERLAND, August 13, 2012—Weatherford International Ltd. (NYSE and SIX: WFT) today announced the success of its previously announced solicitation of consents from holders of senior notes issued by Weatherford's subsidiaries and guaranteed by Weatherford. The consents were solicited to allow Weatherford to extend the due date under its indentures for providing its Form 10-Q filings for the second and third fiscal quarters of 2012 to no later than March 31, 2013. Weatherford offered noteholders who consented to the extension a cash payment of \$2.50 for each \$1,000 in principal amount of the outstanding notes and received sufficient consents to apply this extension to all series of its outstanding publicly traded senior notes.

#### **About Weatherford**

Weatherford is a Swiss-based, multi-national oilfield service company. It is one of the largest global providers of innovative mechanical solutions, technology and services for the drilling and production sectors of the oil and gas industry. Weatherford operates in over 100 countries and employs over 60,000 people worldwide.

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Contacts:	John H. Briscoe	+1.713.836.4610
	Senior Vice President and Chief Financial Officer	
	Karen David-Green	+1.713.836.7430
	Vice President – Investor Relations	