Section 1: 8-K (8-K)

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 8-K

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

Date of Report (Date of earliest event reported) **May 9, 2018**

NABORS INDUSTRIES LTD.

(Exact name of registrant as specified in its charter)

Bermuda	**001-32657**	**98-0363970**
(State or Other Jurisdiction of Incorporation or Organization)	(Commission File Number)	(I.R.S. Employer Identification No.)

Crown House **4 Par-la-Ville Road** **Second Floor** **Hamilton, HM08 Bermuda**	**N/A**
(Address of principal executive offices)	(Zip Code)

(441) 292-1510
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report.)

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:

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Emerging growth company ☐

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

Item 1.01 Entry Into a Material Definitive Agreement

Offering of Common Shares

On May 9, 2018, Nabors Industries Ltd. (the "Company") entered into an underwriting agreement (the "Common Shares Underwriting Agreement") with Morgan Stanley & Co. LLC as representative of the underwriters named on Schedule A thereto (the "Common Shares Underwriters"), pursuant to which the Company agreed to issue and sell to the Common Shares Underwriters an aggregate of 35,000,000 of the Company's common shares, par value $0.001 per share (the "Common Shares"), in a registered public offering pursuant to the Company's automatic shelf registration statement (the "Registration Statement") on Form S-3ASR filed with the Securities and Exchange Commission on February 2, 2018 (Registration No. 333-222855). The foregoing description of the terms and conditions of the Common Shares Underwriting Agreement is qualified in its entirety by reference to the Common Shares Underwriting Agreement, which is incorporated herein by reference and attached hereto as Exhibit 1.1.

Offering of 6.00% Mandatory Convertible Preferred Shares, Series A

On May 9, 2018, the Company entered into an underwriting agreement (the "Preferred Shares Underwriting Agreement") with Morgan Stanley & Co. LLC, as representative of the underwriters named on Schedule A thereto (the "Preferred Shares Underwriters"), pursuant to which the Company agreed to issue and sell to the Preferred Shares Underwriters an aggregate of 5,000,000 of its 6.00% Mandatory Convertible Preferred Shares, Series A liquidation preference $50.00 per share and par value $0.001 per share (the "Mandatory Convertible Preferred Shares"), in a registered public offering pursuant to the Registration Statement. The foregoing description of the terms and conditions of the Preferred Shares Underwriting Agreement is qualified in its entirety by reference to the Preferred Shares Underwriting Agreement, which is incorporated herein by reference and attached hereto as Exhibit 1.2.

Item 3.03 Material Modification to Rights of Security Holders

On May 14, 2018, the Company adopted a Certificate of Designations (the "Certificate of Designations") to establish the preferences, limitations and relative rights of its Mandatory Convertible Preferred Shares. The Certificate of Designations became effective upon adoption, and a copy is filed as Exhibit 3.1 hereto, and is incorporated herein by reference.

Subject to certain exceptions, so long as any of the Mandatory Convertible Preferred Shares remain issued and outstanding, no dividend or distribution shall be declared or paid on the Common Shares or any other class or series of junior shares, and no Common Shares or any other class or series of junior shares shall be purchased, redeemed or otherwise acquired for consideration by the Company or any of the Company's subsidiaries (subject to certain restrictions) unless all accumulated and unpaid dividends for all preceding dividend periods have been declared and paid upon, or a sufficient sum of cash or number of Common Shares has been set apart for the payment of such dividends upon, all issued and outstanding Mandatory Convertible Preferred Shares.

Unless converted earlier, each Mandatory Convertible Preferred Share will convert automatically on the mandatory conversion date (which is expected to be May 1, 2021) into between 5.3763 and 6.4516 of the Common Shares, subject to customary anti-dilution adjustments. The number of Common Shares issuable upon conversion will be determined based on the average of the volume weighted average prices of the Common Shares over the 20 consecutive trading day period commencing on and including the 21st scheduled trading day immediately preceding May 1, 2021.

In addition, upon the Company's voluntary or involuntary liquidation, winding-up or dissolution, each holder of Mandatory Convertible Preferred Shares will be entitled to receive a liquidation preference in the amount of $50.00 per Mandatory Convertible Preferred Shares, plus an amount equal to accumulated and unpaid dividends on the Mandatory Convertible Preferred Share to but excluding the date fixed for liquidation, winding-up or dissolution to be paid out of the Company's assets legally available for distribution to the Company's shareholders, after satisfaction of liabilities to the Company's creditors and holders of any senior shares and before any payment or distribution is made to holders of junior shares (including the Common Shares).

The foregoing description of the terms of the Mandatory Convertible Preferred Shares, including such restrictions, is qualified in its entirety by reference to the Certificate of Designations.

Item 5.03 Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year

On May 14, 2018, the Company adopted a Certificate of Designations (the "Certificate of Designations") to establish the preferences, limitations and relative rights of its Mandatory Convertible Preferred Shares. The Certificate of Designations became effective upon adoption, and a copy is filed as Exhibit 3.1 hereto, and is incorporated herein by reference.

A legal opinion relating to the validity of the Mandatory Convertible Preferred Shares is attached hereto as Exhibit 5.2.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
1.1	Underwriting Agreement relating to the Common Shares, dated May 9, 2018, among Nabors Industries Ltd. and Morgan Stanley & Co. LLC, as representative of the underwriters.
1.2	Underwriting Agreement relating to the Mandatory Convertible Preferred Shares, dated May 9, 2018, among Nabors Industries

	Ltd. and Morgan Stanley & Co. LLC, as representative of the underwriters.
3.1	Certificate of Designations of the 6.00% Mandatory Convertible Preferred Shares, Series A of Nabors Industries Ltd.
4.1	Specimen 6.00% Mandatory Convertible Preferred Shares, Series A, share certificate.
5.1	Opinion of Conyers Dill & Pearman Limited, relating to the Company's Common Shares (including the consent required with respect thereto).
5.2	Opinion of Conyers Dill & Pearman Limited, relating to the Company's Mandatory Convertible Preferred Shares, Series A (including the consent required with respect thereto).
23.1	Consent of Conyers Dill & Pearman Limited (included in Exhibit 5.1).
23.2	Consent of Conyers Dill & Pearman Limited (included in Exhibit 5.2).

SIGNATURES

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

NABORS INDUSTRIES LTD.

Date: May 14, 2018

By: /s/ Mark D. Andrews
Name: Mark D. Andrews
Title: Corporate Secretary

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Section 2: EX-1.1 (EX-1.1)

Exhibit 1.1

Execution Version

NABORS INDUSTRIES LTD.

35,000,000 COMMON SHARES, PAR VALUE $0.001 PER SHARE

UNDERWRITING AGREEMENT

MORGAN STANLEY & CO. LLC

May 9, 2018

May 9, 2018

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

As Representative of the Underwriters
named in Schedule A hereto

Dear Ladies and Gentlemen:

Nabors Industries Ltd., a Bermuda exempted company (the "***Company***"), proposes, upon the terms and conditions set forth in this agreement (the "***Agreement***"), to issue and sell to the several underwriters named in Schedule A hereto (the "***Underwriters***") 35,000,000 of its

common shares, par value $0.001 per share (the "***Firm Shares***"). The Company also proposes to issue and sell to the several Underwriters not more than 5,250,000 additional common shares, par value $0.001 per share (the "***Additional Shares***"), if and to the extent that you, as Representative of the Underwriters, shall have determined to exercise on behalf of the Underwriters, the right to purchase such Additional Shares granted to the Underwriters in Section 2 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "***Shares***." The common shares, par value $0.001 per share, of the Company to be issued and outstanding after giving effect to the sales contemplated hereby are hereinafter referred to as the "***Common Shares***."

Concurrently with this offering, the Company is conducting a public offering (the "***Concurrent Convertible Preferred Offering***"), pursuant to which the Company proposes to issue and sell to certain underwriters 5,000,000 of its 6.00% series A mandatory convertible preferred shares, par value $0.001 per share (the "***Convertible Preferred Shares***"). The Concurrent Convertible Preferred Offering and this offering are not contingent on one another.

The Company has filed with the Securities and Exchange Commission (the "***Commission***") a registration statement, including a prospectus, on Form S-3 (File No. 333-222855), relating to the securities (the "***Shelf Securities***"), including the Shares, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the "***Securities Act***"), is hereinafter referred to as the "***Registration Statement***", and the related prospectus covering the Shelf Securities dated February 2, 2018, in the form first used to confirm sales of the Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "***Base Prospectus***." The Base Prospectus, as supplemented by the prospectus supplement specifically relating to the Shares in the form first used to confirm sales of the Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "***Prospectus***," and the term "***preliminary prospectus***" means any preliminary form of the Prospectus. For purposes of this Agreement, "***free writing prospectus***" has the meaning set forth in Rule 405 under the Securities Act, "***Disclosure Package***" means the preliminary prospectus and any free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package, including the

Pricing Term Sheet attached hereto as Schedule I, "***broadly available road show***" means a "bona fide electronic road show" as defined in Rule 433 (h)(5) under the Securities Act that has been made available without restriction to any person and "***Applicable Time***" means 7:00 P.M. (New York time) on May 9, 2018. As used herein, the terms "Registration Statement," "Base Prospectus," "preliminary prospectus," "Disclosure Package" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms "supplement," "amendment," and "amend" as used herein with respect to the Registration Statement, the Base Prospectus, the Disclosure Package, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), that are deemed to be incorporated by reference therein.

1. *Representations and Warranties*. The Company represents and warrants to, and agrees with, each of the Underwriters as of the Applicable Time and as of the Closing Date (as defined herein) that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission. If the Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Disclosure Package does not, and at the Applicable Time and the Closing Date, the Disclosure Package, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Disclosure Package, does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were

made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements in or omissions from the Registration Statement, Disclosure Package or the Prospectus based upon information relating to the Underwriters furnished to the Company in writing by the Underwriters through the Representative expressly for use therein, it being understood and agreed that the only such information is

that described in Section 8(b).

(c) The Company is not an "ineligible issuer" in connection with this offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses forming part of the Disclosure Package, and electronic road shows, if any, each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly formed, is validly existing as a Bermuda exempted company in good standing under the laws of Bermuda and has the corporate power and authority to own its property and to conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole (a "***Material Adverse Effect***").

(e) Each Significant Subsidiary (as defined below) has been duly organized, is validly existing as a corporation or limited partnership in good standing under the laws of the jurisdiction of its organization, has the corporate or limited partnership power and authority to own its property and to conduct its business to the extent described in the Registration Statement, the Disclosure Package and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. All of the issued shares of capital stock (or limited partnership interests) of each Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable and are owned by the Company, directly or indirectly, free and clear of all liens, encumbrances, equities or claims other than any liens, encumbrances, equities or claims in favor of the Company or another Significant Subsidiary. "***Significant Subsidiaries***" shall mean Nabors Industries Inc. ("***NII***"), Nabors International Finance Inc., Nabors Holdings Ltd., Nabors International Management Limited., Nabors Drilling International Limited, Nabors Drilling International II Limited., Nabors Global Holdings Limited, Nabors Global Holdings II Ltd., Nabors Blue Shield Ltd., Nabors Lux Finance 1 S.a.r.l., Nabors Lux 2 S.a.r.l., Nabors Drilling Technologies USA, Inc., Nabors Drilling Holdings Inc., Nabors Yellow Reef Ltd., Nabors Drilling International Gulf FZE and Nabors Arabia Company Ltd.

(f) This Agreement has been duly authorized, executed and delivered by the Company.

(g) The authorized share capital of the Company conforms as to legal matters to the description thereof contained in each of the Registration Statement, the Disclosure Package and the Prospectus.

(h) The Common Shares issued and outstanding prior to the issuance of the Shares have been duly authorized and are validly issued, fully paid and non-assessable.

(i) The Shares have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

(j) Except as set forth in the Registration Statement, the Disclosure Package and the Prospectus and which have been waived, no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(k) The Shares have been approved for listing, subject to official notice of issuance, on the New York Stock Exchange.

(l) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement will not contravene any provision of (i) the Memorandum of Association or Bye-laws, as amended, of the Company, (ii) any agreement or other instrument binding upon the Company or any of the Significant Subsidiaries that is material to the Company and its subsidiaries, taken as a whole or (iii) any judgment, order, applicable law or decree of any governmental body, agency or court having jurisdiction over the Company or any Significant Subsidiary, except, in the cases of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(m) Assuming compliance by the Underwriters with this Agreement, no consent, approval, authorization or order of, or filing or qualification with, any governmental body or agency is required for the execution, delivery and performance by the Company of its obligations under this Agreement, except such as may be required by the Securities Act, the Exchange Act, the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares and the listing of the Shares on the New York Stock Exchange.

(n) There are no material legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of the Significant Subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject (i) other than proceedings accurately described in all material respects in the Registration Statement, the Disclosure Package and the Prospectus and proceedings that would not have a Material Adverse Effect or material adverse effect on the power or ability of the Company to perform its obligations under this Agreement or to consummate the transactions contemplated by the Disclosure Package and the Prospectus or (ii) that are required to be described in the Registration Statement or the Prospectus and are not so described; and there are no statutes, regulations, contracts or other documents

that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not described or filed as required.

(o) Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(p) Except as described in the Registration Statement, the Disclosure Package and the Prospectus, the Company and the Significant Subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("***Environmental Laws***"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses as described in the Registration Statement, the Disclosure Package and the Prospectus and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except in the case of clause (i), (ii) and (iii), where such noncompliance would not, singly or in the aggregate, have a Material Adverse Effect.

(q) Except as described in the Registration Statement, the Disclosure Package and the Prospectus, there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a Material Adverse Effect.

(r) Neither the Company or any of the Significant Subsidiaries, nor any of their respective directors or officers, nor, to the Company's knowledge, any agent or employee acting at the direction of the Company or any Significant Subsidiary, has taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage in material violation of applicable anti-corruption laws; and the Company and the Significant Subsidiaries have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

(s) The operations of the Company and the Significant Subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and the Significant Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued,

administered or enforced by any governmental agency (collectively, the "***Anti-Money Laundering Laws***"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Significant Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(t) (i) Neither the Company nor any of the Significant Subsidiaries, nor any of their respective directors or officer, nor, to the Company's knowledge, any agent, affiliate or employee of the Company or any of the Significant Subsidiaries, is an individual or entity ("***Person***") that is, or is owned or controlled by a Person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("***OFAC***"), the United Nations Security Council ("***UNSC***"), the European Union ("***EU***"), Her Majesty's Treasury ("***HMT***"), or other relevant sanctions authority with jurisdiction over the Company or any of the Significant Subsidiaries (collectively, "***Sanctions***"); nor

(B) domiciled, organized or ordinarily resident in a country or territory that is the subject of comprehensive Sanctions (including, as of the date hereof, Crimea, Cuba, Iran, North Korea, and Syria).

(ii) The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions (except to the extent permissible under applicable Sanctions); or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) For the past five years, the Company and the Significant Subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions, in each case, in a manner that would constitute a violation of applicable Sanctions.

(u) The Company and each of the Significant Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible

Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus is accurate. Except as described in the Registration Statement, the Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(v) The Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus will not be, an "investment company" as defined in the Investment Company Act of 1940.

(w) The Company believes that it was not a "passive foreign investment company" ("***PFIC***") for U.S. federal income tax purposes for its most recent taxable year, and, based on its current and projected income, assets and activities (after giving effect to the offering and sale of the Common Shares, and pursuant to the Concurrent Convertible Preferred Offering, the Convertible Preferred Shares and the application of the proceeds thereof), it does not expect to be a PFIC for its current taxable year or in the foreseeable future.

(x) Any required United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided. The Company and its subsidiaries have filed all other tax returns that are required to have been filed by them pursuant to applicable foreign, state, local or other law except insofar as the failure to file such return would not result in a Material Adverse Effect, and have paid all taxes shown on such returns or pursuant to any assessment received by the Company and its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company. The Company has maintained the charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability in accordance with accounting principles generally accepted in the United States of America, except to the extent that would not result in a Material Adverse Effect.

2. *Agreements to Sell and Purchase*. The Company hereby agrees to sell to the Underwriters, and the Underwriters, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agree, severally and not jointly, to purchase from the Company the respective numbers of Firm Shares set forth opposite such Underwriter's name on Schedule A hereto at the purchase price set forth on Schedule II hereto, payable on the Closing Date (the "***Purchase Price***").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Underwriters the Additional Shares, and the Underwriters shall have the right to purchase, severally and not jointly, up to 5,250,000 Additional Shares at the Purchase Price, provided, however, that the amount paid by the Underwriters for any Additional Shares shall be reduced by an amount per share equal to any dividends declared by the Company and payable on the Firm Shares but not payable on such

Additional Shares. The Representative of the Underwriters may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of the Prospectus. Any exercise notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Shares nor later than ten business days after the date of such notice. On each day, if any, that Additional Shares are to be purchased (an "***Option Closing Date***"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (subject to such adjustments to eliminate fractional shares as you may determine) that bears the same proportion to the total number of Additional Shares to be purchased on such Option Closing Date as the number of Firm Shares set forth on Schedule A hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

3. *Terms of Offering.* You have advised the Company that the Underwriters will make an offering of the Shares to be purchased by the Underwriters hereunder on the terms set forth in this Agreement and the Disclosure Package.

4. *Payment and Delivery*. Payment of the Purchase Price for the Firm Shares shall be made to the Company in Federal or other funds immediately available in New York City against delivery of the Firm Shares at 10:00 A.M., New York City time, on May 14, 2018, or at such other time on the same or such other date, as shall hereafter be agreed upon by the Company and the Underwriters. The time and date of such payment are hereinafter referred to as the "***Closing Date***."

Payment for any Additional Shares shall be made to the Company in Federal or other funds immediately available in New York City on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by the Representative.

The Firm Shares and the Additional Shares shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Shares to the Underwriters duly paid, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters' Obligations*. The obligations of the several Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) There shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading, below Ba3(Negative) from Moody's Investors Service, Inc., BB(Negative) from S&P Global Ratings Services, a division of S&P Global, Inc. and BB(Negative) from Fitch Inc., in the senior unsecured rating accorded the Company, NII or any of the Company's or NII's senior unsecured securities or in the rating outlook for the Company or NII by any "nationally recognized statistical rating organization," as that term is defined in Section 3(a)(62) of the Exchange Act; and

(ii) There shall not have occurred any change, or any development involving a prospective change, in the financial position, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Disclosure Package (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement) that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Disclosure Package.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company to the effect set forth in Section 5(a) and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Company shall have furnished to the Underwriters the opinion of Joseph G. Walker, Deputy General Counsel of the Company, dated the Closing Date, substantially to the effect set forth on Annex 5(c) hereto. In giving such opinion, such counsel may rely as to matters of fact, to the extent such counsel deems proper, on certificates of responsible officers of the Company and the Significant Subsidiaries and of public officials. Such opinion may be relied upon only by the Underwriters in connection with the transactions contemplated by this Agreement, and may not be used or relied upon by the Underwriters for any other purpose, or by any other person, firm, corporation or entity for any purpose whatsoever, without the prior written consent of such counsel. Such opinion may be limited to the laws of the State of Texas and the corporation, limited partnership and limited liability company statutes of the State of Delaware.

(d) The Company shall have furnished to the Underwriters the opinion of Milbank, Tweed, Hadley & McCloy LLP ("***MTHM***"), special United States counsel for the Company, dated the Closing Date, substantially to the effect set forth on Annex 5(d)-1 hereto.

In rendering their opinions pursuant to this Section 5(d), such counsel may rely, to the extent deemed advisable by such counsel, (i) as to factual matters on certificates of officers of the Company and (ii) upon certificates of public officials.

Such opinion shall be limited to the laws of the State of New York, the Federal laws of the United States and the General Corporation Law of the State of Delaware. In addition, the Company shall have furnished to the Underwriters the negative assurance letter of MTHM, dated the Closing Date, substantially to the effect set forth on Annex 5(d)-2. Such opinion and negative assurance letter shall be rendered as of the Closing Date only in connection with this Agreement and will be solely for the benefit of the Underwriters, and may not be relied upon, nor shown to or quoted from, for any other purpose, or to any other person, firm or corporation.

(e) The Company shall have furnished to the Underwriters the opinion of Conyers Dill & Pearman Limited, special counsel for the Company, dated the Closing Date, in the form set forth on Annex 5(e) hereto. Such opinion shall be limited to the laws of Bermuda. Such

opinion shall be rendered as of the Closing Date only in connection with this Agreement and will be solely for the benefit of the Underwriters, and may not be relied upon, nor shown to or quoted from, for any other purpose, or to any other person, firm or corporation.

(f) The Underwriters shall have received from Vinson & Elkins L.L.P. and MJM Limited, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Shares, the Disclosure Package, the Prospectus and other related matters as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as such counsel reasonably requests for the purpose of enabling such counsel to pass upon such matters.

(g) The Underwriters shall have received on the date of the Applicable Time and on the Closing Date letters, dated the date of the Applicable Time and Closing Date, respectively, in form and substance satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or incorporated by reference into the Registration Statement, the Disclosure Package and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than three days from the date hereof.

(h) The New York Stock Exchange shall have approved the Shares for listing, subject only to official notice of issuance.

(i) The "lock up" agreements, each substantially in the form of Exhibit A hereto, between you and the executive officers and directors of the Company relating to sales and certain other dispositions of Common Shares or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date.

(j) The several obligations of the Underwriters to purchase Additional Shares hereunder are subject to the delivery to you on the applicable Option Closing Date of the following:

(i) a certificate, dated the Option Closing Date and signed by an executive officer of the Company, confirming that the certificate delivered on the Closing Date pursuant to Section 5(b) hereof remains true and correct as of such Option Closing Date;

(ii) an opinion of Joseph G. Walker, Deputy General Counsel of the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(c) hereof;

(iii) an opinion of MTHM, special United States counsel for the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(d) hereof;

(iv) an opinion of Conyers Dill & Pearman Limited, special counsel for the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(e) hereof;

(v) opinions of Vinson & Elkins L.L.P. and MJM Limited, counsel for the Underwriters, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinions required by Section 5(f) hereof;

(vi) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 5(g) hereof; provided that the letter delivered on the Option Closing Date shall use a "cut-off date" not earlier than three business days prior to such Option Closing Date; and

(vii) such other documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares to be sold on such Option Closing Date and other matters related to the issuance of such Additional Shares.

6. *Covenants of the Company*. In further consideration of the agreements of the Underwriters contained in this Agreement, the Company covenants with the Underwriters as follows:

(a) To furnish to you, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Disclosure Package, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus, to furnish to the Underwriters a copy of each such proposed amendment or supplement and not to use any such proposed amendment or supplement to which the Underwriters reasonably object.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Disclosure Package is being used to solicit offers to buy the Shares at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Disclosure Package in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Disclosure Package conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Disclosure Package to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Disclosure Package so that the statements in the Disclosure Package as so amended or supplemented will not, in the light of the circumstances when the Disclosure Package is delivered to a prospective purchaser, be misleading or so that the Disclosure Package, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Disclosure Package, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Shares may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Initial Purchasers shall reasonably request; provided, however that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(h) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to

the performance of their respective obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration, offering, sale and delivery of the Shares under the Securities Act and all other fees or expenses of the Company in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Disclosure Package, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and all amendments and supplements thereto, including all printing costs associated therewith, the delivery of copies thereof to the Underwriters, in the quantities herein above specified, and the filing fees payable to the Commission relating to the Shares (ii) all costs and expenses related to the issuance, transfer and delivery of the Shares to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any blue sky or legal investment memorandum in connection with the offer and sale of the Shares under state securities laws and all expenses in connection with the qualification of the Shares for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchasers in connection with such qualification and in connection with the Blue Sky or legal investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Shares by the Financial Industry Regulatory Authority, (v) all costs and expenses incident to listing the Shares on the New York Stock Exchange, (vi) the costs and charges of any transfer agent, registrar or depositary, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show and (vii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided elsewhere in this Agreement, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable upon their resale of any of the Shares by them and any advertising expenses connected with any offers they may make.

(j) If the third anniversary of the initial effective date of the Registration Statement occurs before all the Shares have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the Shares to continue without interruption; references herein to the Registration Statement shall include the new registration statement declared effective by the Commission.

(k) To file the Pricing Term Sheet attached hereto as Schedule I within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Shares.

The Company also covenants with each Underwriter that, without the prior written consent of the Representative, it will not, during a period of 60 days from the date of this Agreement (the "***Restricted Period***"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase,

purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery Common Shares or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares. The foregoing sentence shall not apply to (a) the Shares to be sold hereunder, (b) the Convertible Preferred Shares to be sold pursuant to the Concurrent Convertible Preferred Offering, (c) the conversion of such Convertible Preferred Shares, (d) the issuance by the Company of Common Shares upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof and described in the Registration Statement, the Disclosure Package and the Prospectus, (e) the issuance by the Company of Common Shares or any security convertible into or exercisable for Common Shares in connection with joint ventures, commercial relationships or other strategic transactions, (f) the intercompany transfer of existing Common Shares, (g) Common Shares withheld by the Company for tax withholding purposes on account of the vesting of securities awarded pursuant to any employee stock option plan, stock ownership plan or dividend reimbursement plan of the Company in effect at the Applicable Time, or (h) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares, *provided* that (i) such plan does not provide for the transfer of Common Shares during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Shares may be made under such plan during the Restricted Period; *provided, however,* that any Common Shares issued pursuant to clause (e) above will not exceed 10% of the Company's issued and outstanding share capital on the date of the Prospectus and any Common Shares issued or transferred pursuant to clauses (e) and (f) above will be subject to a lockup agreement for a period of time equal to the time remaining under the Company lockup described above.

7. *Covenants of the Underwriters.* Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

8. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, the respective officers and directors of the Underwriters, and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Disclosure Package or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any "road show" as defined in Rule 433(h)

under the Securities Act (a "road show"), or the Prospectus, or in any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, other than with respect to statements in the Registration Statement, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished to the Company in writing by the Underwriters through the Representative expressly for use therein, it being understood and agreed that the only information furnished by any such Underwriter consists of the information described in Section 8(b).

(b) Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company, its affiliates, its directors, its officers who sign the Registration Statement and each other person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to the Underwriters, but only with reference to information relating to the Underwriters furnished in writing by the Underwriters through the Representative to the Company expressly for use in the Registration Statement, any preliminary prospectus, the Disclosure Package, any issuer free writing prospectus, road show, or the Prospectus or any amendments or supplements thereto, it being understood and agreed that the only information furnished by any such Underwriters consists of the following information in the Disclosure Package and the Prospectus: (i) the names of the Underwriters on the cover page and (ii) the concession figures and the paragraph relating to stabilization by the Underwriters appearing under the caption "Underwriting."

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "***indemnified party***") shall promptly notify the person against whom such indemnity may be sought (the "***indemnifying party***") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding; but the omission so to promptly notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party provided that the party entitled to be so notified is not prejudiced by such delay to promptly notify. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties)

include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representative, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any

settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding, and (ii) does not include an admission of fault, culpability or a culpable failure to act, by or on behalf of an indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by the Company and the total discounts and commissions received by the Underwriters, in each case as set forth in the Disclosure Package or herein, bear to the aggregate offering price of the Shares. The relative fault of the Company on the one hand and of the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged omission to state a material fact relates to information supplied by the Company or by the Underwriters, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8 (d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the

provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity. The Underwriters' obligations to contribute pursuant to this Section 8(e) are several in proportion to the respective amount of Shares they have agreed to purchase hereunder and not joint.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Company, its officers or directors, or any other person controlling the Company and (iii) acceptance of and payment for any of the Shares.

9. *Termination.* This Agreement shall be subject to termination by notice given by the Underwriters to the Company, if (a) after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, either the New York Stock Exchange or The NASDAQ Stock Market LLC, or settlement of trading shall have been materially disrupted, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities (including without limitation an act of terrorism) or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse to the financial markets generally and (b) in the case of any of the events specified in clauses 9(a)(i) through 9(a)(iv), such event, singly or together with any other such event, makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated by this Agreement, the Disclosure Package or the Prospectus.

10. *Default by an Underwriter*. If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it has or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule A bears to the aggregate number of Firm Shares set forth opposite the names of all such non defaulting Underwriters, or in such other proportions as you may specify, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters

shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one tenth of the aggregate number of Firm Shares to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Disclosure Package, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate number of Additional Shares with respect to which such default occurs is more than one tenth of the aggregate number of Additional Shares to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Shares to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Shares that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

11. *Effectiveness; Expense Reimbursement*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of their counsel up to a maximum of $100,000) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. *Notices*. Notices given pursuant to this Agreement shall be in writing and shall be delivered (a) if to the Company, at 515 W. Greens Road, Suite 1200, Houston, Texas 77067, Attention: Chief Financial Officer, or (b) if to the Underwriters, to Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, or in any case to such other address as the person to be notified may have requested in writing.

13. *Successors*. This Agreement is made solely for the benefit of the Underwriters, the Company, their respective directors and officers and other controlling persons referred to in Section 8 hereof, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" as used in this Agreement shall not include a purchaser from the Underwriters of any of the Shares in its status as such purchaser.

14. *Partial Unenforceability*. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other section, paragraph or provision hereof.

15. *Counterparts*. This Agreement may be signed (including by facsimile) in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

16. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

17. *No Fiduciary Duty*. The Company hereby acknowledges that (a) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which they may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

18. *Consent to Jurisdiction*. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("***Related Proceedings***") may be instituted in the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan, or the courts of the State of New York in each case located in the City and County of New York, Borough of Manhattan (collectively, the "***Specified Courts***"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a "***Related Judgment***"), as to which such jurisdiction is non-

exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. Each party not located in the United States irrevocably appoints C T Corporation System as its agent to receive service of process or other legal summons for purposes of any such suit, action or proceeding that may be instituted in any state or federal court in the City and County of New York.

19. *Waiver of Immunity*. With respect to any Related Proceeding, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled in the Specified Courts, and with respect to any Related Judgment, each party waives any such immunity in the Specified Courts or any other court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such Related Proceeding or Related Judgment, including, without limitation, any immunity pursuant to the United States Foreign Sovereign Immunities Act of 1976, as amended.

20. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

21. *Entire Agreement.* This Agreement and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings (whether written or oral) among the parties with respect to such subject matter.

Very truly yours,

NABORS INDUSTRIES LTD.

By: /s/ Mark D. Andrews
Name: Mark D. Andrews
Title: Corporate Secretary

Signature Page to Purchase Agreement

Accepted as of the date hereof:

MORGAN STANLEY & CO. LLC

Acting severally on behalf of themselves
and the several Underwriters named in Schedule A
hereto.

By: Morgan Stanley & Co. LLC

By: /s/Serkan Savasoghu
Name: Serkan Savasoghu
Title: Managing Director

Signature Page to Purchase Agreement

SCHEDULE I

Pricing Term Sheet
dated as of May 9, 2018

Free Writing Prospectus
Filed pursuant to Rule 433
Relating to the
Preliminary Prospectus Supplements each dated May 9, 2018 to the
Prospectus dated February 2, 2018
Registration No. 333-222855

Nabors Industries Ltd.

Concurrent Offerings of
35,000,000 Common Shares, par value $0.001 per Share (the "Common Shares")
(the "Common Shares Offering")
and
5,000,000 Shares of 6.00% Mandatory Convertible Preferred Shares, Series A, par value $0.001 per Share (the "Mandatory Convertible Preferred Shares")
(the "Preferred Shares Offering")

*The information in this pricing term sheet relates only to the Common Shares Offering and the Preferred Shares Offering and should be read together with (i) the preliminary prospectus supplement dated May 9, 2018 relating to the Common Shares Offering (the "**Common Shares Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein, (ii) the preliminary prospectus supplement dated May 9, 2018 relating to the Preferred Shares Offering (the "**Preferred Shares Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein and (iii) the related base prospectus dated February 2, 2018, each filed pursuant to Rule 424 (b) under the Securities Act of 1933, as amended, Registration No. 333-222855. Neither the Common Shares Offering nor the Preferred Shares Offering is contingent on the successful completion of the other offering. Terms not defined in this pricing term sheet have the meanings given to such terms in the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as applicable. All references to dollar amounts are references to U.S. dollars.*

Issuer:	Nabors Industries Ltd.
Ticker / Exchange for the Common Shares:	NBR / The New York Stock Exchange ("**NYSE**")
Trade Date:	May 10, 2018.
Settlement Date:	May 14, 2018.
Use of Proceeds:	The Issuer expects to receive gross proceeds (before underwriting discounts and estimated offering expenses) from the Common Shares Offering of approximately $271.3 million (or approximately $311.9 million if the underwriters in the Common Shares Offering exercise their option to purchase additional Common Shares in full), and the Issuer expects to receive gross proceeds (before underwriting discounts and estimated offering expenses) from the Preferred Shares Offering of $250 million (or $287.5 million if the underwriters of the Preferred Shares Offering exercise their over-allotment option to purchase additional Mandatory Convertible Preferred Shares in full). The Issuer intends to use the net proceeds from the Common Shares Offering and the Preferred Shares Offering to repay borrowings outstanding under the Issuer's revolving credit facility, which the Issuer

	may re-borrow from time to time for the repayment of other indebtedness, and for general corporate purposes. See "Use of Proceeds" in the Common Shares Preliminary Prospectus Supplement and the Preferred Shares Preliminary Prospectus Supplement.

Common Shares Offering

Common Shares Offered:	35,000,000 Common Shares
Option for Underwriters to Purchase Additional Common Shares:	5,250,000 additional Common Shares
NYSE Last Reported Sale Price of the Common Shares on May 9, 2018:	$8.03 per share
CUSIP / ISIN:	G6359F103 / BMG6359F1032
Book-Running Managers:	Morgan Stanley & Co. LLC Citigroup Global Markets Inc.

Preferred Shares Offering

Mandatory Convertible Preferred Shares Offered:	5,000,000 Mandatory Convertible Preferred Shares.

Over-Allotment Option for Underwriters to Purchase Additional Mandatory Convertible Preferred Shares:	750,000 additional Mandatory Convertible Preferred Shares, solely to cover over-allotments.
Dividends:	• 6.00% per annum on the liquidation preference of $50 for each Mandatory Convertible Preferred Share. Dividends will accumulate from the Settlement Date and, to the extent Issuer has lawfully available funds to pay dividends and declares a dividend payable, Issuer will pay dividends in cash or, subject to certain limitations and subject to the share cap described in the Preferred Shares Preliminary Prospectus Supplement, by delivery of Common Shares or through any combination of cash and Common Shares, at Issuer's election, on each Dividend Payment Date, including the final Dividend Payment Date; *provided* that any unpaid dividends will continue to accumulate. The dividend payable on the first Dividend Payment Date, if declared, is expected to be $0.64 per Mandatory Convertible Preferred Share, and the dividend payable on each subsequent Dividend Payment Date, if declared, is expected to be $0.75 per Mandatory Convertible Preferred Share.
Dividend Record Dates:	• The January 15, April 15, July 15 and October 15 immediately preceding the relevant Dividend Payment Date.
Dividend Payment Dates:	• February 1, May 1, August 1 and November 1 of each year, commencing on August 1, 2018 and ending on, and including, May 1, 2021.
Additional Amounts:	• Subject to certain limitations, the Issuer will pay in cash or deliver in Common Shares, as the case may be, additional amounts to holders of the Mandatory

	Convertible Preferred Shares, as additional dividends, to make up for any deduction or withholding for any taxes or other charges imposed on amounts the Issuer must pay or deliver, as the case may be, with respect to the Mandatory Convertible Preferred Shares, so that the net amounts paid or delivered, as the case may be, will be equal to the amounts the Issuer would otherwise be required to pay or deliver, as the case may be, had no such withholding or deduction been required.
Mandatory Conversion Date:	The second business day immediately following the last trading day of the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day immediately preceding May 1, 2021. The Mandatory Conversion Date is expected to be May 1, 2021.
Initial Price:	$7.75, which is approximately equal to the per share public offering price of the Common Shares in the Common Shares Offering, and is also approximately equal to $50, *divided by* the Maximum Conversion Rate.
Threshold Appreciation Price:	$9.30, which represents a premium of 20% over the Initial Price and is approximately equal to $50, *divided by* the Minimum Conversion Rate.
Conversion Rate per Mandatory Convertible Preferred Share:	The conversion rate for each Mandatory Convertible Preferred Share will not be more than 6.4516 Common Shares and not less than 5.3763 Common Shares (respectively, the "**Maximum Conversion Rate**" and "**Minimum Conversion Rate**"), depending on the applicable market value (as defined in the Preferred Shares Preliminary Prospectus Supplement) of the Common Shares, as described below and subject to certain anti-dilution adjustments. The following table illustrates the conversion rate per Mandatory Convertible Preferred Share, subject to certain anti-dilution adjustments described in the Preferred Shares Preliminary Prospectus Supplement, based on the applicable market value of the Common Shares:

Applicable Market Value of the Common Shares	**Conversion Rate per Mandatory Convertible Preferred Share**
Less than the Initial Price	6.4516 Common Shares
Greater than or equal to the Initial Price and less than or equal to the Threshold	$50, *divided* by the applicable market value

	Appreciation Price Greater than the Threshold Appreciation 5.3763 Common Shares Price
Conversion Rate Adjustments for Cash Dividends:	The Maximum Conversion Rate and Minimum Conversion Rate will each be subject to adjustment in connection with the payment of any cash dividend or distribution by the Issuer on the Common Shares. See “Conversion Rate Adjustments” in the Preferred Shares Preliminary Prospectus Supplement.

Optional Conversion:	Other than during a fundamental change conversion period (as defined in the Preferred Shares Preliminary Prospectus Supplement), at any time prior to May 1, 2021, a holder of Mandatory Convertible Preferred Shares may elect to convert such holder’s Mandatory Convertible Preferred Shares, in whole or in part, at the Minimum Conversion Rate of 5.3763 Common Shares per Mandatory Convertible Preferred Share, subject to adjustment as described in the Preferred Shares Preliminary Prospectus Supplement.
Fundamental Change:	If a fundamental change (as defined in the Preferred Shares Preliminary Prospectus Supplement) occurs on or prior to the Mandatory Conversion Date, holders of the Mandatory Convertible Preferred Shares will have the right to convert their Mandatory Convertible Preferred Shares, in whole or in part, into Common Shares at the fundamental change conversion rate (as defined in the Preferred Shares Preliminary Prospectus Supplement) during the period beginning on, and including, the effective date (as defined in the Preferred Shares Preliminary Prospectus Supplement) of such fundamental change and ending on the earlier of (A) the Mandatory Conversion Date and (B) the date that is 20 days after the effective date. The following table sets forth the fundamental change conversion rate per Mandatory Convertible Preferred Share based on the effective date of the fundamental change and the share price (as defined in the Preferred Shares Preliminary Prospectus Supplement) in the fundamental change:

	Share Price															
Effective Date	**$2.00**	**$3.00**	**$4.00**	**$5.00**	**$6.00**	**$7.75**	**$8.25**	**$8.75**	**$9.30**	**$10.00**	**$11.00**	**$12.50**	**$15.00**	**$20.00**	**$35.00**	**$50.00**
May 14, 2018	10.3993	8.9097	8.0787	7.5297	7.1382	6.6756	6.5782	6.4921	6.4085	6.3162	6.2064	6.0786	5.9303	5.7608	5.5701	5.4995
May 1, 2019	9.2174	8.1994	7.6000	7.1699	6.8406	6.4296	6.3411	6.2629	6.1871	6.1039	6.0064	5.8958	5.7735	5.6444	5.5110	5.4623
May 1, 2020	7.8834	7.3881	7.0906	6.8300	6.5774	6.1918	6.1020	6.0221	5.9452	5.8626	5.7702	5.6745	5.5851	5.5116	5.4457	5.4209
May 1, 2021	6.4516	6.4516	6.4516	6.4516	6.4516	6.4516	6.0606	5.7143	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763

The exact share price and effective date may not be set forth on the table, in which case:

- if the share price is between two share prices on the table or the effective date is between two effective dates on the table, the fundamental change conversion rate per Mandatory Convertible Preferred Share will be determined by straight-line interpolation between the fundamental change conversion rates per Mandatory Convertible Preferred Share set forth for the higher and lower share prices and the earlier and later effective dates, as applicable, based on a 365-day;

- if the share price is in excess of $50.00 per share (subject to adjustment in the same manner as the share prices in the column headings of the table above as described in the Preferred Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Mandatory Convertible Preferred Share will be the Minimum Conversion Rate, subject to adjustment as described in the Preferred Shares Preliminary Prospectus Supplement; and

- if the share price is less than $2.00 per share (subject to adjustment in the same manner as the share prices in the column headings of the table above as described in the Preferred Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Mandatory Convertible Preferred Share will be determined (a) as if the

	share price were equal to $2.00 and (b) if the effective date is between two effective dates on the table, using straight-line interpolation.
Conversion upon a Tax Event:	If at any time Issuer becomes obligated to pay or deliver additional amounts on the issued and outstanding Mandatory Convertible Preferred Shares in a tax event (as defined in the Preferred Shares Preliminary Prospectus Supplement), Issuer may, at its option, cause all, but not less than all, issued and outstanding Mandatory Convertible Preferred Shares to be automatically converted into a number of Common Shares equal to the fundamental change conversion rate determined as though the tax event conversion date (as defined in the Preferred Shares Preliminary Prospectus Supplement) were the effective date of a fundamental change and the "share price" in such transaction were the average of the volume-weighted average prices per Common Share over the 10 trading day period beginning on, and including, the second trading day immediately following the date on which Issuer provides notice of the tax event conversion.
Listing:	The Issuer will apply to list the Mandatory Convertible Preferred Shares on the NYSE under the symbol "NBR PR A". While no assurance can be given that the Issuer's application for listing will be approved, the Issuer expects trading of the Mandatory Convertible Preferred Shares on the NYSE to begin within 30 days of the Settlement Date.
CUSIP / ISIN for the Mandatory Convertible Preferred Shares:	G6359F 129 / BMG6359F1297
Book-Running Managers:	Morgan Stanley & Co. LLC Citigroup Global Markets Inc.

The Issuer has filed a registration statement (including a prospectus and related preliminary prospectus supplements for the offerings) with the U.S. Securities and Exchange Commission (the "SEC") for the offerings to which this communication relates. Before you invest, you should read the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as the case may be, the related base prospectus in that registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Common Shares Offering and the Preferred Shares Offering. You may get these documents for free by visiting EDGAR on the SEC's website at http://www.sec.gov. Alternatively, copies may be obtained from: Morgan Stanley & Co. LLC at 180 Varick Street, 2nd Floor, New York, NY 10014, Attention: Prospectus Department or by calling 1-866-718-1649 or by e-mail at prospectus@morganstanley.com; or Citigroup Global Markets Inc. c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 or by calling 1-800-831-9146.

This communication should be read in conjunction with the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as the case may be, and the related base prospectus. The information in this communication supersedes the information in the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as the case may be, and the related base prospectus to the extent it is inconsistent with the information in such preliminary prospectus supplement or the related base prospectus.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

SCHEDULE II

Purchase Price: $7.51

SCHEDULE A

Underwriters	Amount of Firm Shares to be Purchased
Morgan Stanley & Co. LLC	12,250,000
Citigroup Global Markets Inc.	10,500,000
Goldman Sachs & Co. LLC	1,750,000
Merrill Lynch, Pierce, Fenner & Smith	

Incorporated	1,750,000
Wells Fargo Securities, LLC	1,750,000
Mizuho Securities USA LLC	1,750,000
Lazard Capital Markets LLC	875,000
MUFG Securities Americas Inc.	875,000
PNC Capital Markets LLC	875,000
Intrepid Partners, LLC	700,000
BBVA Securities Inc.	700,000
SMBC Nikko Securities America, Inc.	700,000
HSBC Securities (USA) Inc.	525,000
Total	35,000,000

EXHIBIT A

, 2018

Morgan Stanley & Co. LLC
c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (the "***Representative***") propose to enter into an Underwriting Agreement (the "***Common Shares Underwriting Agreement***") with Nabors Industries Ltd., a Bermuda exempted company (the "***Company***"), providing for the public offering (the "***Common Shares Public Offering***") by the several Underwriters, including the Representative (the "***Underwriters***"), of common shares, par value $0.001 per share, of the Company (the "***Common Shares***"). The undersigned also understands that the Representative proposed to enter into an Underwriting Agreement (the "***Convertible Preferred Underwriting Agreement***") with the Company providing for the public offering (the "***Convertible Preferred Public Offering***" and, together with the Common Shares Public Offering, the "***Offerings***") by the Underwriters of 6.00% series A mandatory convertible preferred shares, par value $0.001 per share (the "***Convertible Preferred Shares***"). The Convertible Preferred Shares will be convertible into a variable amount of Common Shares. The Common Shares Public Offering and the Convertible Preferred Public Offering are not contingent on one another.

To induce the Underwriters that may participate in the Offerings to continue their efforts in connection with the Offerings, the undersigned hereby agrees that, without the prior written consent of the Representative on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 60 days after the date of the final prospectuses (the "***Restricted Period***") relating to the Offerings (the "***Prospectuses***"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Shares (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Shares or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to Common Shares or other securities acquired in open market transactions after the completion of the Offerings, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Shares or other securities acquired in such open market transactions, (b) transfers of Common Shares or any security convertible into Common Shares as a bona fide gift, or (c) distributions of Common Shares or any security convertible into Common Shares to limited partners or shareholders of the

undersigned; *provided* that in the case of any transfer or distribution pursuant to clause (b) or (c), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Common Shares, shall be required or shall be voluntarily made during the Restricted Period, or (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares, *provided* that (i) such plan does not provide for the transfer of Common Shares during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Shares may be made under such plan during the Restricted Period. In addition, the undersigned agrees that, without the prior written consent of the Representative on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any Common Shares or any security convertible into or exercisable or exchangeable for Common Shares. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Common Shares except in compliance with the foregoing restrictions.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward

consummation of the Offerings. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Offerings actually occur depends on a number of factors, including market conditions. Each Offering will only be made pursuant to the Common Shares Underwriting Agreement or the Convertible Preferred Underwriting Agreement, as applicable, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

_____
(Name)

_____
(Address)

ANNEX 5(C)

OPINION OF JOSEPH G. WALKER

Each of Nabors Industries, Inc., Nabors International Finance Inc., Nabors Drilling Technologies USA, Inc. and Nabors Drilling Holdings Inc. (collectively, the "***Selected Subsidiaries***" and each, a "***Selected Subsidiary***"), has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized, with full corporate power and authority to own its properties and conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification wherein it owns or leases properties or conducts business, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole;

All outstanding shares of capital stock of the Significant Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest, other than any perfected security interest in favor of the Company or a Significant Subsidiary and, to the knowledge of such counsel, any other security interests, claims, liens or encumbrances other than any liens, encumbrances, equities or claims in favor of the Company or a Significant Subsidiary;

To the knowledge of such counsel, there is no pending or threatened material action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement, the Disclosure Package or the Prospectus which is not disclosed in the Registration Statement, the Disclosure Package or the Prospectus as required or any contracts or other documents that are required to be described in the Registration Statement, the Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement that are not so described or filed; and

Neither the issue and sale of the Shares, the consummation of any other of the transactions contemplated by this Agreement nor the fulfillment of the terms thereof will conflict with, result in a breach or violation of, or constitute a default under the terms of (A) any indenture or other agreement or instrument known to such counsel and to which the Company or any of the Significant Subsidiaries is a party or bound, or any judgment, order or decree known to such counsel to be applicable to the Company or any of the Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or any of the Significant Subsidiaries, except such as would not, either singly or in the aggregate, have a material adverse effect upon the Company and its subsidiaries, taken as a whole, or prevent the Company from performing its obligations under this Agreement or (B) the respective charters, bylaws or other organizational documents of the Significant Subsidiaries (assuming that the relevant laws of the jurisdiction of organization of any Significant Subsidiary not organized in Texas or Delaware are the same as those of Texas).

Such counsel shall also state that it has no reason to believe that any part of the Registration Statement, when such part became effective, the Disclosure Package, as of the Applicable Time,

or the Prospectus, as of its date and at the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, other than with respect to statements in the Registration Statement, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need not express an opinion or comment with respect to the financial statements and the other financial information contained or incorporated by reference therein or excluded therefrom).

ANNEX 5(D)-1

1. Nabors Industries, Inc. is validly existing as a corporation in good standing under the laws of the State of Delaware.

2. The filing of the Final Prospectus pursuant to Rule 424(b)(2) has been made in the manner and within the time period required by Rule 424(b)(2) (without reference to Rule 424(b)(8)).

3. Each document filed pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") and incorporated by reference in the Registration Statement, the Disclosure Package or the Final Prospectus appeared on its face to be appropriately responsive as of its filing date in all material respects to the requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, except that we express no opinion and make no statement as to the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting included or incorporated by reference therein.

4. Each of the Registration Statement, as of its most recent effective date, the Disclosure Package, as of the Applicable Time, and the Final Prospectus, as of the date thereof, appeared on their face to be appropriately responsive in all material respects to the applicable requirements of the Securities Act and the rules and regulations thereunder, except that we express no opinion and make no statement as to the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting included or incorporated by reference therein. In rendering this opinion we take no responsibility for the accuracy, completeness or fairness of the statements made in the Registration Statement, the Disclosure Package or the Final Prospectus, except to the extent set forth in paragraph 8.

5. The Underwriting Agreement has been duly executed and delivered by the Company.

6. No consent, approval, authorization or order of any Governmental Authority (as defined below) is required for the consummation of the transactions contemplated by the Underwriting Agreement, except such as have been made or obtained prior to the date hereof or as may be required under federal or state securities or "blue sky" laws of any jurisdiction.

7. Neither the issue and sale of the Shares by the Company, nor the consummation of any of the other transactions contemplated in the Underwriting Agreement, nor the fulfillment of the terms of the Underwriting Agreement, results in a breach or violation of Applicable Law (as defined below), except such as would not, either singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, or prevent the Company from performing its obligations under the Underwriting Agreement.

8. The statements in the Disclosure Package and the Final Prospectus under the caption titled "Certain U.S. Federal Income Tax Considerations" to the extent they constitute

statements of law or legal conclusions are, subject to the limitations, qualifications, exceptions, and assumptions set forth therein, correct in all material respects.

9. The Company is not required to, and, immediately after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, the Company will not be required to register as an investment company under the Investment Company Act of 1940, as amended.

The foregoing opinion in paragraph 8 above is limited to matters involving United States federal law, and we do not express any opinion as to the laws of any other jurisdiction. The foregoing opinion in paragraph 8 is based on the law in effect on the date hereof, including the United States Internal Revenue Code of 1986, as amended (the "Code"), and United States Treasury regulations (including proposed regulations) promulgated under the Code, the legislative history thereof, judicial decisions and administrative pronouncements and rulings of the United States Internal Revenue Service. Such laws are subject to change, possibly with retroactive effect, and we undertake no obligation to update such opinion or otherwise advise you if any such laws should change. Our opinion is not binding on the Internal Revenue Service or a court and, in particular due to the absence of authority addressing a closely comparable transaction, there can be no assurance that the Internal Revenue Service or a court will not adopt a position contrary to our opinion.

For purposes of the opinions rendered above, (i) "Applicable Law" means United States federal laws (other than the federal and state securities laws), the laws of the State of New York and those provisions of the General Corporation Law of the State of Delaware which in each case in our experience are normally applicable to transactions of the type contemplated by the Underwriting Agreement and (ii) "Governmental Authority" means any United States federal or State of New York administrative, judicial or other governmental agency, authority, tribunal or body.

We express no opinion as to matters governed by any laws other than the laws of the State of New York, the General Corporation Law of the State of Delaware and United States federal laws. The opinions contained herein are rendered to you and are solely for your benefit in connection with the closing under the Underwriting Agreement of the sale of the Shares occurring today and may not be used, quoted, relied upon or otherwise referred to by any other person or for any other purpose without our express written consent in each instance. We disclaim any obligation to update anything herein for events occurring after the date hereof.

NEGATIVE ASSURANCE LETTER
OF
MILBANK, TWEED, HADLEY & McCLOY LLP

On the basis of and subject to the foregoing, we confirm to you that nothing has come to our attention that causes us to believe that:

(i) the Registration Statement (other than the financial statements and schedules and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting, as to which we express no belief and make no statement),) as of its most recent effective date, contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(ii) the Disclosure Package (other than the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting, as to which we express no belief and make no statement), as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(iii) the Final Prospectus (other than the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting, as to which we express no belief and make no statement), as of its date or as of the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

ANNEX 5(E)

OPINION OF CONYERS DILL & PEARMAN LIMITED

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority, or to pay any Bermuda government fee or tax, which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).

2. The Company has the necessary corporate power and authority to conduct its business and to own, lease and operate its property as described in the Registration Statement, the Pricing Disclosure Package and the Prospectus.

3. The Company has the necessary corporate power and authority to execute, deliver and perform its obligations under the Underwriting Agreement and to issue the Common Shares pursuant to the Underwriting Agreement. The execution and delivery of the Underwriting Agreement by the Company and the performance by the Company of its obligations thereunder, including the issuance of the Common Shares, will not violate the memorandum of association or bye-laws of the Company nor any applicable law, regulation, order or decree in Bermuda.

4. The Company has taken all corporate action required to authorise its execution, delivery and performance of the Underwriting Agreement. The Underwriting Agreement has been duly executed and delivered by or on behalf of the Company, and constitute the valid, binding and enforceable obligations of the Company in accordance with the terms thereof.

5. No order, consent, approval, licence, authorisation or validation of or exemption by any government or public body or authority of Bermuda or any sub-division thereof is required to authorise or is required in connection with the execution and filing of the Registration Statement or the execution, delivery, performance and enforcement of the Underwriting Agreement, except such as have been duly obtained in accordance with Bermuda law.

6. It is not necessary or desirable to ensure the enforceability in Bermuda of the Underwriting Agreement that it be registered in any register kept by, or filed with, any governmental authority or regulatory body in Bermuda. However, to the extent that the Underwriting Agreement creates a charge over assets of the Company, it may be desirable to ensure the priority in Bermuda of the charge that it be registered in the Register of Charges in accordance with Section 55 of the Companies Act 1981. On registration, to the extent that Bermuda law governs the priority of a charge, such charge will have priority in Bermuda over any unregistered charges, and over any subsequently registered charges, in respect of the assets which are the subject of the charge. A registration fee of $665 will be payable in respect of the registration.

While there is no exhaustive definition of a charge under Bermuda law, a charge includes any interest created in property by way of security (including any mortgage, assignment, pledge, lien or hypothecation). As the Underwriting Agreement is governed by the Foreign Laws, the question of whether they create such an interest in property would be determined under the Foreign Laws.

7. The Underwriting Agreement will not be subject to *ad valorem* stamp duty in Bermuda and no registration, documentary, recording, transfer or other similar tax, fee or charge is payable in Bermuda in connection with the execution, delivery, filing, registration or performance of the Underwriting Agreement other than as stated in paragraph 6 hereof.

8. The Common Shares have been duly authorized and when issued and paid for in accordance with the Underwriting Agreement, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares), and will not be subject to any statutory pre-emptive rights or similar rights.

9. Based solely on a search of the public records in respect of the Company maintained at the offices of the Registrar of Companies at [TIME] on [•] 2018, the authorised share capital of the Company established under its memorandum of association is US$825,000 divided into 825,000,000 total shares of which 800,000,000 are Common Shares and 25,000,000 are preferred shares, par value US$0.001 each (the "Preferred Shares").

10. Based solely upon a review of the register of members of the Company prepared by Computershare Shareholder Services Inc., the branch registrar of the Company, on [•] 2018, there are [•] issued Common Shares of the Company, all of which are validly issued, fully paid and non-assessable (which term when used herein means that no further sums are required to be paid by the holders thereof in connection with the issue thereof) and such shares are not subject to any statutory pre-emptive or similar rights.

11. The statements set forth in the Pricing Disclosure Package and the Prospectus under the caption "Description of Authorized Share Capital" and "Certain Bermuda Tax Considerations" to the extent they constitute statements of Bermuda law, are accurate in all material respects.

12. The choice of the Foreign Laws as the governing law of the Underwriting Agreement is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws (i) which such court considers to be procedural in nature; (ii) which are revenue or penal laws or (iii) the application of which would be inconsistent with public policy, as such term is interpreted under the laws of Bermuda. The submission in the Underwriting Agreement to the jurisdiction of the Foreign Courts is valid and binding upon the Company. The appointment of an agent for service of process pursuant to the Underwriting Agreement is valid and binding upon the Company.

13. The courts of Bermuda would recognise as a valid judgment, a final and conclusive judgment *in personam* obtained in the Foreign Courts against the Company based upon the Underwriting Agreement under which a sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) and would give a judgment based thereon provided that (a) such courts had proper jurisdiction over the parties subject to such judgment; (b) such courts did not contravene the rules of natural justice of Bermuda; (c) such judgment was not obtained by fraud; (d) the enforcement of the judgment would not be contrary to the public policy of Bermuda; (e) no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of Bermuda; and (f) there is due compliance with the correct procedures under the laws of Bermuda.

14. The transactions contemplated by the Underwriting Agreement are not subject to any currency deposit or reserve requirements in Bermuda. The Company has been designated as non-resident of Bermuda for the purposes of the Exchange Control Act 1972 and, as such, is free to acquire, hold and sell foreign currency and securities without restriction.

15. Based solely upon a search of the Cause Book of the Supreme Court of Bermuda conducted at approximately [TIME] on [•] 2018 (which would not reveal details of proceedings which have been filed but not actually entered in the Cause Book at the time of our search), there are no judgments against the Company, nor any legal or governmental proceedings pending in Bermuda to which the Company is subject.

16. Based solely on a search of the public records in respect of the Company maintained at the offices of the Registrar of Companies at approximately [TIME] on [•] 2018 (which would not reveal details of matters which have not been lodged for registration or have been lodged for registration but not actually registered at the time of our search) and a search of the Cause Book of the Supreme Court of Bermuda conducted at approximately [TIME] on [•] 2018 (which would not reveal details of proceedings which have been filed but not actually entered in the Cause Book at the time of our search), no details have been registered of any steps taken in Bermuda for the appointment of a receiver or liquidator to, or for the winding-up, dissolution, reconstruction or reorganisation of, the Company, though it should be noted that the public files maintained by the Registrar of Companies do not reveal whether a winding-up petition or application to the Court for the appointment of a receiver has been presented and entries in the Cause Book may not specify the nature of the relevant proceedings.

17. The Company is not entitled to any immunity under the laws of Bermuda, whether characterised as sovereign immunity or otherwise, from any legal proceedings to enforce the Underwriting Agreement in respect of itself or its property.

18. 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 the Company or

by its shareholders in respect of its shares. The Company 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 31 March 2035, be applicable to the Company 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 the Company in respect of real property owned or leased by the Company in Bermuda.

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Section 3: EX-1.2 (EX-1.2)

Exhibit 1.2

Execution Version

NABORS INDUSTRIES LTD.

5,000,000 6.00% SERIES A MANDATORY CONVERTIBLE PREFERRED SHARES

UNDERWRITING AGREEMENT

MORGAN STANLEY & CO. LLC

May 9, 2018

May 9, 2018

Morgan Stanley & Co. LLC
1585 Broadway
New York, New York 10036

As Representative of the Underwriters
named in Schedule A hereto

Dear Ladies and Gentlemen:

Nabors Industries Ltd., a Bermuda exempted company (the "***Company***"), proposes, upon the terms and conditions set forth in this agreement (the "***Agreement***"), to issue and sell to the several underwriters named in Schedule A hereto (the "***Underwriters***") 5,000,000 of its 6.00% series A mandatory convertible preferred shares, par value $0.001 per share (the "***Firm Shares***"). The Company also proposes to issue and sell to the several Underwriters not more than 750,000 additional 6.00% series A mandatory convertible preferred shares, par value $0.001 per share (the "***Additional Shares***"), if and to the extent that you, as Representative of the Underwriters, shall have determined to exercise on behalf of the Underwriters, the right to purchase such Additional Shares, solely to cover over-allotments, granted to the Underwriters in Section 2 hereof. The Firm Shares and the Additional Shares are hereinafter collectively referred to as the "***Shares***." The terms of the Shares will be set forth in a certificate of designations (the "***Certificate of Designations***") appended to minutes of the meeting (or written resolutions in lieu of a meeting) of the board of directors of the Company (or an authorized committee thereof) related to the offering of the Shares. The Shares will be convertible into a variable number of common shares, par value $0.001 per share (the "***Common Shares***"), of the Company (the Common Shares into which the Shares are convertible, the "***Conversion Shares***") in accordance with the terms of the Shares and the Certificate of Designations.

Concurrently with this offering, the Company is conducting a public offering (the "***Concurrent Common Shares Offering***"), pursuant to which the Company proposes to issue and sell to certain underwriters 35,000,000 of its Common Shares. The Concurrent Common Shares Offering and this offering are not contingent on one another.

The Company has filed with the Securities and Exchange Commission (the "***Commission***") a registration statement, including a prospectus, on Form S-3 (File No. 333-222855), relating to the securities (the "***Shelf Securities***"), including the Shares, to be issued from time to time by the Company. The registration statement as amended to the date of this Agreement, including the information (if any) deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430A or Rule 430B under the Securities Act of 1933, as amended (the "***Securities Act***"), is hereinafter referred to as the "***Registration Statement***", and the related prospectus covering the Shelf Securities dated February 2, 2018, in the form first used to confirm sales of the Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173 under the Securities Act) is hereinafter referred to as the "***Base Prospectus***." The Base Prospectus, as supplemented by the prospectus supplement specifically relating to the Shares in the form first used to confirm sales of the Shares (or in the form first made available to the Underwriters by the Company to meet requests of purchasers pursuant to Rule 173

under the Securities Act) is hereinafter referred to as the "***Prospectus***," and the term "***preliminary prospectus***" means any preliminary form of the

Prospectus. For purposes of this Agreement, "***free writing prospectus***" has the meaning set forth in Rule 405 under the Securities Act, "***Disclosure Package***" means the preliminary prospectus and any free writing prospectus that the parties hereto shall hereafter expressly agree in writing to treat as part of the Disclosure Package, including the Pricing Term Sheet attached hereto as Schedule I, "***broadly available road show***" means a "bona fide electronic road show" as defined in Rule 433(h)(5) under the Securities Act that has been made available without restriction to any person and "***Applicable Time***" means 7:00 P.M. (New York time) on May 9, 2018. As used herein, the terms "Registration Statement," "Base Prospectus," "preliminary prospectus," "Disclosure Package" and "Prospectus" shall include the documents, if any, incorporated by reference therein as of the date hereof. The terms "supplement," "amendment," and "amend" as used herein with respect to the Registration Statement, the Base Prospectus, the Disclosure Package, any preliminary prospectus or the Prospectus shall include all documents subsequently filed by the Company with the Commission pursuant to the Securities Exchange Act of 1934, as amended (the "***Exchange Act***"), that are deemed to be incorporated by reference therein.

1. *Representations and Warranties*. The Company represents and warrants to, and agrees with, each of the Underwriters as of the Applicable Time and as of the Closing Date (as defined herein) that:

(a) The Registration Statement has become effective; no stop order suspending the effectiveness of the Registration Statement is in effect, and no proceedings for such purpose are pending before or threatened by the Commission. If the Registration Statement is an automatic shelf registration statement as defined in Rule 405 under the Securities Act, the Company is a well-known seasoned issuer (as defined in Rule 405 under the Securities Act) eligible to use the Registration Statement as an automatic shelf registration statement and the Company has not received notice that the Commission objects to the use of the Registration Statement as an automatic shelf registration statement.

(b) (i) Each document filed or to be filed pursuant to the Exchange Act and incorporated by reference in the Registration Statement, the Disclosure Package or the Prospectus complied or will comply when so filed in all material respects with the Exchange Act and the applicable rules and regulations of the Commission thereunder, (ii) each part of the Registration Statement, when such part became effective, did not contain, and each such part, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iii) the Registration Statement as of the date hereof does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, (iv) the Registration Statement and the Prospectus comply, and as amended or supplemented, if applicable, will comply in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder, (v) the Disclosure Package does not, and at the Applicable Time and the Closing Date, the Disclosure Package, as then amended or supplemented by the Company, if applicable, will not, contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, (vi) each broadly available road show, if any, when considered together with the Disclosure Package, does

not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and (vii) the Prospectus does not contain and, as amended or supplemented, if applicable, will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading, except that the representations and warranties set forth in this paragraph do not apply to statements in or omissions from the Registration Statement, Disclosure Package or the Prospectus based upon information relating to the Underwriters furnished to the Company in writing by the Underwriters through the Representative expressly for use therein, it being understood and agreed that the only such information is that described in Section 8(b).

(c) The Company is not an "ineligible issuer" in connection with this offering pursuant to Rules 164, 405 and 433 under the Securities Act. Any free writing prospectus that the Company is required to file pursuant to Rule 433(d) under the Securities Act has been, or will be, filed with the Commission in accordance with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Each free writing prospectus that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act or that was prepared by or on behalf of or used or referred to by the Company complies or will comply in all material respects with the requirements of the Securities Act and the applicable rules and regulations of the Commission thereunder. Except for the free writing prospectuses forming part of the Disclosure Package, and electronic road shows, if any, each furnished to you before first use, the Company has not prepared, used or referred to, and will not, without your prior consent, prepare, use or refer to, any free writing prospectus.

(d) The Company has been duly formed, is validly existing as a Bermuda exempted company in good standing under the laws of Bermuda and has the corporate power and authority to own its property and to conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole (a "***Material Adverse Effect***").

(e) Each Significant Subsidiary (as defined below) has been duly organized, is validly existing as a corporation or limited partnership in good standing under the laws of the jurisdiction of its organization, has the corporate or limited partnership power and authority to own its property and to conduct its business to the extent described in the Registration Statement, the Disclosure Package and the Prospectus and is duly qualified to transact business and is in good standing in each jurisdiction in which the conduct of its business or its ownership or leasing of property requires such qualification, except to the extent that the failure to be so qualified or be in good standing would not have a Material Adverse Effect. All of the issued shares of capital stock (or limited partnership interests) of each Significant Subsidiary have been duly and validly authorized and issued, are fully paid and non-assessable and are owned by the Company, directly or indirectly, free and clear of all liens, encumbrances, equities or claims other than any liens, encumbrances, equities or claims in favor of the Company or another Significant Subsidiary. "***Significant Subsidiaries***" shall mean Nabors Industries Inc. ("***NII***"), Nabors International Finance Inc., Nabors Holdings Ltd., Nabors

International Limited, Nabors Drilling International II Limited., Nabors Global Holdings Limited, Nabors Global Holdings II Ltd., Nabors Blue Shield Ltd., Nabors Lux Finance 1 S.a.r.l., Nabors Lux 2 S.a.r.l., Nabors Drilling Technologies USA, Inc., Nabors Drilling Holdings Inc., Nabors Yellow Reef Ltd., Nabors Drilling International Gulf FZE and Nabors Arabia Company Ltd..

(f) The Certificate of Designations has been duly authorized by the Company; the Certificate of Designations sets forth the rights, preferences and priorities of the Shares; and the holders of the Shares will have the rights set forth in the Certificate of Designations.

(g) This Agreement has been duly authorized, executed and delivered by the Company.

(h) The authorized share capital of the Company conforms as to legal matters to the description thereof contained in each of the Registration Statement, the Disclosure Package and the Prospectus.

(i) The Common Shares issued and outstanding prior to the issuance of the Shares have been duly authorized and are validly issued, fully paid and non-assessable.

(j) The Shares have been duly authorized and, when issued and delivered in accordance with the terms of this Agreement, will be validly issued, fully paid and non-assessable, and the issuance of such Shares will not be subject to any preemptive or similar rights.

(k) Upon issuance and delivery of the Shares in accordance with this Agreement and the Certificate of Designations, the Shares will be convertible into Conversion Shares in accordance with the terms of such Shares and the Certificate of Designations; a number of Common Shares (the "**Maximum Number of Common Shares**") equal to the sum of (i) the maximum number of Conversion Shares deliverable by the Company upon conversion of the Shares at the "Maximum Conversion Rate" (as defined in the Certificate of Designations) and (ii) the maximum number of Common Shares issuable in respect of accumulated dividends, in each case, in accordance with the terms of the Certificate of Designations, have been duly authorized and reserved for issuance by all necessary corporate action of the Company and such Common Shares, when issued upon such conversion or delivered in respect of accumulated dividends, in each case, in accordance with the terms of the Shares and the Certificate of Designations, will be validly issued, fully paid and nonassessable, will conform to the description thereof in the Disclosure Package and the Prospectus and will not be subject to any preemptive or similar rights.

(l) Except as set forth in the Registration Statement, the Disclosure Package and the Prospectus and which have been waived, no holders of securities of the Company have rights to the registration of such securities under the Registration Statement.

(m) A number of Common Shares equal to the Maximum Number of Common Shares have been approved for listing, subject to official notice of issuance, on the New York Stock Exchange and the Company intends to apply to list the Shares on the New York Stock Exchange.

(n) The execution and delivery by the Company of, and the performance by the Company of its obligations under, this Agreement and the Certificate of Designations, including

the issuance of the Shares and the issuance of the Maximum Number of Common Shares issuable by the Company in accordance with the terms of the Certificate of Designations, will not contravene any provision of (i) the Memorandum of Association or Bye-laws, as amended, of the Company, (ii) any agreement or other instrument binding upon the Company or any of the Significant Subsidiaries that is material to the Company and its subsidiaries, taken as a whole or (iii) any judgment, order, applicable law or decree of any governmental body, agency or court having jurisdiction over the Company or any Significant Subsidiary, except, in the cases of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, have a Material Adverse Effect.

(o) Assuming compliance by the Underwriters with this Agreement, no consent, approval, authorization or order of, or filing or qualification with, any governmental body or agency is required for the execution, delivery and performance by the Company of its obligations under this Agreement and the Certificate of Designations, including the issuance of the Shares and the issuance of a number of Common Shares equal to the Maximum Number of Common Shares in accordance with the terms of the Certificate of Designations, except such as may be required by the Securities Act, the Exchange Act, the securities or Blue Sky laws of the various states in connection with the offer and sale of the Shares and the listing of the Shares and the Maximum Number of Common Shares on the New York Stock Exchange.

(p) There are no material legal or governmental proceedings pending or, to the knowledge of the Company, threatened to which the Company or any of the Significant Subsidiaries is a party or to which any of the properties of the Company or any of its subsidiaries is subject (i) other than proceedings accurately described in all material respects in the Registration Statement, the Disclosure Package and the Prospectus and proceedings that would not have a Material Adverse Effect or material adverse effect on the power or ability of the Company to perform its obligations under this Agreement and the Certificate of Designations, including the issuance of the Shares and the issuance of a number of Common Shares equal to the Maximum Number of Common Shares in accordance with the terms of the Certificate of Designations, or to consummate the transactions contemplated by the Disclosure Package and the Prospectus or (ii) that are required to be described in the Registration Statement or the Prospectus and are not so described; and there are no statutes, regulations, contracts or other documents that are required to be described in the Registration Statement or the Prospectus or to be filed as exhibits to the Registration Statement that are not

described or filed as required.

(q) Each preliminary prospectus filed as part of the Registration Statement as originally filed or as part of any amendment thereto, or filed pursuant to Rule 424 under the Securities Act, complied when so filed in all material respects with the Securities Act and the applicable rules and regulations of the Commission thereunder.

(r) Except as described in the Registration Statement, the Disclosure Package and the Prospectus, the Company and the Significant Subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("***Environmental Laws***"), (ii) have received all permits, licenses or other approvals required of them under applicable Environmental Laws to conduct their respective businesses as described in the Registration Statement, the Disclosure Package and the Prospectus

and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except in the case of clause (i), (ii) and (iii), where such noncompliance would not, singly or in the aggregate, have a Material Adverse Effect.

(s) Except as described in the Registration Statement, the Disclosure Package and the Prospectus, there are no costs or liabilities associated with Environmental Laws (including, without limitation, any capital or operating expenditures required for clean-up, closure of properties or compliance with Environmental Laws or any permit, license or approval, any related constraints on operating activities and any potential liabilities to third parties) which would, singly or in the aggregate, have a Material Adverse Effect.

(t) Neither the Company or any of the Significant Subsidiaries, nor any of their respective directors or officers, nor, to the Company's knowledge, any agent or employee acting at the direction of the Company or any Significant Subsidiary, has taken any action in furtherance of an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any "government official" (including any officer or employee of a government or government-owned or controlled entity or of a public international organization, or any person acting in an official capacity for or on behalf of any of the foregoing, or any political party or party official or candidate for political office) to influence official action or secure an improper advantage in material violation of applicable anti-corruption laws; and the Company and the Significant Subsidiaries have conducted their businesses in compliance with applicable anti-corruption laws and have instituted and maintained and will continue to maintain policies and procedures designed to promote and achieve compliance with such laws and with the representation and warranty contained herein.

(u) The operations of the Company and the Significant Subsidiaries are and have been conducted at all times in material compliance with all applicable financial recordkeeping and reporting requirements, including those of the Bank Secrecy Act, as amended by Title III of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), and the applicable anti-money laundering statutes of jurisdictions where the Company and the Significant Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "***Anti-Money Laundering Laws***"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any Significant Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

(v) (i) Neither the Company nor any of the Significant Subsidiaries, nor any of their respective directors or officer, nor, to the Company's knowledge, any agent, affiliate or employee of the Company or any of the Significant Subsidiaries, is an individual or entity ("***Person***") that is, or is owned or controlled by a Person that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control ("***OFAC***"), the United Nations Security Council ("***UNSC***"), the European Union ("***EU***"), Her Majesty's Treasury ("***HMT***"), or other relevant sanctions authority with

jurisdiction over the Company or any of the Significant Subsidiaries (collectively, "***Sanctions***"); nor

(B) domiciled, organized or ordinarily resident in a country or territory that is the subject of comprehensive Sanctions (including, as of the date hereof, Crimea, Cuba, Iran, North Korea, and Syria).

(ii) The Company will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Person:

(A) to fund or facilitate any activities or business of or with any Person or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions (except to the extent permissible under applicable Sanctions); or

(B) in any other manner that will result in a violation of Sanctions by any Person (including any Person participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) For the past five years, the Company and the Significant Subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions, in each case, in a manner that would constitute a violation of applicable Sanctions.

(w) The Company and each of the Significant Subsidiaries maintain a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus is accurate. Except as described in the Registration Statement, the Disclosure Package and the Prospectus, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(x) The Company is not, and after giving effect to the offering and sale of the Shares and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus will not be, an "investment company" as defined in the Investment Company Act of 1940.

(y) The Company believes that it was not a "passive foreign investment company" ("***PFIC***") for U.S. federal income tax purposes for its most recent taxable year, and, based on its current and projected income, assets and activities (after giving effect to the offering and sale of the Shares, and pursuant to the Concurrent Common Shares Offering, the Common Shares and the application of the proceeds thereof), it does not expect to be a PFIC for its current taxable year or in the foreseeable future.

(z) Any required United States federal income tax returns of the Company and its subsidiaries required by law to be filed have been filed and all taxes shown by such returns or otherwise assessed, which are due and payable, have been paid, except assessments against which appeals have been or will be promptly taken and as to which adequate reserves have been provided. The Company and its subsidiaries have filed all other tax returns that are required to have been filed by them pursuant to applicable foreign, state, local or other law except insofar as the failure to file such return would not result in a Material Adverse Effect, and have paid all taxes shown on such returns or pursuant to any assessment received by the Company and its subsidiaries, except for such taxes, if any, as are being contested in good faith and as to which adequate reserves have been established by the Company. The Company has maintained the charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability in accordance with accounting principles generally accepted in the United States of America, except to the extent that would not result in a Material Adverse Effect.

2. *Agreements to Sell and Purchase*. The Company hereby agrees to sell to the Underwriters, and the Underwriters, upon the basis of the representations and warranties herein contained, but subject to the conditions hereinafter stated, agree, severally and not jointly, to purchase from the Company the respective numbers of Firm Shares set forth opposite such Underwriter's name on Schedule A hereto at the purchase price set forth on Schedule II hereto, payable on the Closing Date (the "***Purchase Price***").

On the basis of the representations and warranties contained in this Agreement, and subject to its terms and conditions, the Company agrees to sell to the Underwriters the Additional Shares, and the Underwriters shall have the right to purchase, severally and not jointly, up to 750,000 Additional Shares at the Purchase Price, solely to cover over-allotments. The Representative of the Underwriters may exercise this right on behalf of the Underwriters in whole or from time to time in part by giving written notice not later than 30 days after the date of the Prospectus. Any exercise notice shall specify the number of Additional Shares to be purchased by the Underwriters and the date on which such shares are to be purchased. Each purchase date must be at least one business day after the written notice is given and may not be earlier than the closing date for the Firm Shares nor later than ten business days after the date of such notice. On each day, if any, that Additional Shares are to be purchased (an "***Option Closing Date***"), each Underwriter agrees, severally and not jointly, to purchase the number of Additional Shares (subject to such adjustments to eliminate fractional shares as you may determine) that bears the same proportion to the total number of Additional Shares to be purchased on such Option Closing Date as the number of Firm Shares set forth on Schedule A hereto opposite the name of such Underwriter bears to the total number of Firm Shares.

3. *Terms of Offering.* You have advised the Company that the Underwriters will make an offering of the Shares to be purchased by the Underwriters hereunder on the terms set forth in this Agreement and the Disclosure Package.

4. *Payment and Delivery*. Payment of the Purchase Price for the Firm Shares shall be made to the Company in Federal or other funds immediately available in New York City against delivery of the Firm Shares at 10:00 A.M., New York City time, on May 14, 2018, or at such other time on the same or such other date, as shall hereafter be agreed upon by the Company and the Underwriters. The time and date of such payment are hereinafter referred to as the "***Closing Date***."

Payment for any Additional Shares shall be made to the Company in Federal or other funds immediately available in New York City on the date specified in the corresponding notice described in Section 2 or at such other time on the same or on such other date, in any event not later than the tenth business day thereafter, as may be designated in writing by the Representative.

The Firm Shares and the Additional Shares shall be registered in such names and in such denominations as you shall request in writing not later than one full business day prior to the Closing Date or the applicable Option Closing Date, as the case may be, for the respective accounts of the several Underwriters, with any transfer taxes payable in connection with the transfer of the Shares to the Underwriters duly paid, against payment of the Purchase Price therefor.

5. *Conditions to the Underwriters' Obligations*. The obligations of the several Underwriters are subject to the following conditions:

(a) Subsequent to the execution and delivery of this Agreement and prior to the Closing Date:

(i) There shall not have occurred any downgrading, nor shall any notice have been given of any intended or potential downgrading, below Ba3(Negative) from Moody's Investors Service, Inc., BB(Negative) from S&P Global Ratings Services, a division of S&P Global, Inc. and BB(Negative) from Fitch Inc., in the senior unsecured rating accorded the Company, NII or any of the Company's or NII's senior unsecured securities or in the rating outlook for the Company or NII by any "nationally recognized statistical rating organization," as that term is defined in Section 3(a)(62) of the Exchange Act; and

(ii) There shall not have occurred any change, or any development involving a prospective change, in the financial position, or in the earnings, business or operations of the Company and its subsidiaries, taken as a whole, from that set forth in the Disclosure Package (exclusive of any amendments or supplements thereto subsequent to the date of this Agreement) that, in your judgment, is material and adverse and that makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated in the Disclosure Package.

(b) The Underwriters shall have received on the Closing Date a certificate, dated the Closing Date and signed by an executive officer of the Company to the effect set forth in Section 5(a) and to the effect that the representations and warranties of the Company contained in this Agreement are true and correct as of the Closing Date and that the Company has complied with all of the agreements and satisfied all of the conditions on its part to be performed or satisfied hereunder on or before the Closing Date.

The officer signing and delivering such certificate may rely upon the best of his or her knowledge as to proceedings threatened.

(c) The Company shall have furnished to the Underwriters the opinion of Joseph G. Walker, Deputy General Counsel of the Company, dated the Closing Date, substantially to the effect set forth on Annex 5(c) hereto. In giving such opinion, such counsel may rely as to matters of fact, to the extent such counsel deems proper, on certificates of responsible officers of the Company and the Significant Subsidiaries and of public officials. Such opinion may be relied upon only by the Underwriters in connection with the transactions contemplated by this Agreement, and may not be used or relied upon by the Underwriters for any other purpose, or by any other person, firm, corporation or entity for any purpose whatsoever, without the prior written consent of such counsel. Such opinion may be limited to the laws of the State of Texas and the corporation, limited partnership and limited liability company statutes of the State of Delaware.

(d) The Company shall have furnished to the Underwriters the opinion of Milbank, Tweed, Hadley & McCloy LLP ("***MTHM***"), special United States counsel for the Company, dated the Closing Date, substantially to the effect set forth on Annex 5(d)-1 hereto.

In rendering their opinions pursuant to this Section 5(d), such counsel may rely, to the extent deemed advisable by such counsel, (i) as to factual matters on certificates of officers of the Company and (ii) upon certificates of public officials.

Such opinion shall be limited to the laws of the State of New York, the Federal laws of the United States and the General Corporation Law of the State of Delaware. In addition, the Company shall have furnished to the Underwriters the negative assurance letter of MTHM, dated the Closing Date, substantially to the effect set forth on Annex 5(d)-2. Such opinion and negative assurance letter shall be rendered as of the Closing Date only in connection with this Agreement and will be solely for the benefit of the Underwriters, and may not be relied upon, nor shown to or quoted from, for any other purpose, or to any other person, firm or corporation.

(e) The Company shall have furnished to the Underwriters the opinion of Conyers Dill & Pearman Limited, special counsel for the Company, dated the Closing Date, in the form set forth on Annex 5(e) hereto. Such opinion shall be limited to the laws of Bermuda. Such opinion shall be rendered as of the Closing Date only in connection with this Agreement and will be solely for the benefit of the Underwriters, and may not be relied upon, nor shown to or quoted from, for any other purpose, or to any other person, firm or corporation.

(f) The Underwriters shall have received from Vinson & Elkins L.L.P. and MJM Limited, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Shares, the Disclosure Package, the Prospectus and other related matters as the Underwriters may reasonably require, and the Company shall have furnished to such counsel such documents as such counsel reasonably requests for the purpose of enabling such counsel to pass upon such matters.

(g) The Underwriters shall have received on the date of the Applicable Time and on the Closing Date letters, dated the date of the Applicable Time and Closing Date, respectively, in form and substance satisfactory to the Underwriters, from

PricewaterhouseCoopers LLP, independent public accountants, containing statements and information of the type ordinarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained in or

incorporated by reference into the Registration Statement, the Disclosure Package and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off date" not earlier than three days from the date hereof.

(h) The New York Stock Exchange shall have approved for listing a number of Common Shares equal to the Maximum Number of Common Shares, subject only to official notice of issuance.

(i) The Company shall have made commercially reasonable efforts to effect listing of the Shares on the New York Stock Exchange within 30 days of the Closing Date.

(j) The Company shall have adopted the Certificate of Designations in form and substance reasonably satisfactory to the Underwriters.

(k) The "lock up" agreements, each substantially in the form of Exhibit A hereto, between you and the executive officers and directors of the Company relating to sales and certain other dispositions of Common Shares or certain other securities, delivered to you on or before the date hereof, shall be in full force and effect on the Closing Date.

(l) The several obligations of the Underwriters to purchase Additional Shares hereunder are subject to the delivery to you on the applicable Option Closing Date of the following:

(i) a certificate, dated the Option Closing Date and signed by an executive officer of the Company, confirming that the certificate delivered on the Closing Date pursuant to Section 5(b) hereof remains true and correct as of such Option Closing Date;

(ii) an opinion of Joseph G. Walker, Deputy General Counsel of the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(c) hereof;

(iii) an opinion of MTHM, special United States counsel for the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(d) hereof;

(iv) an opinion of Conyers Dill & Pearman Limited, special counsel for the Company, dated the Option Closing Date, relating to the Additional Shares to be purchased on such Option Closing Date and otherwise to the same effect as the opinion required by Section 5(e) hereof;

(v) opinions of Vinson & Elkins L.L.P. and MJM Limited, counsel for the Underwriters, dated the Option Closing Date, relating to the Additional Shares to

be purchased on such Option Closing Date and otherwise to the same effect as the opinions required by Section 5(f) hereof;

(vi) a letter dated the Option Closing Date, in form and substance satisfactory to the Underwriters, from PricewaterhouseCoopers LLP, independent public accountants, substantially in the same form and substance as the letter furnished to the Underwriters pursuant to Section 5(g) hereof; provided that the letter delivered on the Option Closing Date shall use a "cut-off date" not earlier than three business days prior to such Option Closing Date; and

(vii) such other documents as you may reasonably request with respect to the good standing of the Company, the due authorization and issuance of the Additional Shares to be sold on such Option Closing Date and other matters related to the issuance of such Additional Shares.

6. *Covenants of the Company*. In further consideration of the agreements of the Underwriters contained in this Agreement, the Company covenants with the Underwriters as follows:

(a) To furnish to you, without charge, a signed copy of the Registration Statement (including exhibits thereto and documents incorporated by reference therein) and to deliver to each of the Underwriters during the period mentioned in Section 6(e) or 6(f) below, as many copies of the Disclosure Package, the Prospectus, any documents incorporated by reference therein and any supplements and amendments thereto or to the Registration Statement as you may reasonably request.

(b) Before amending or supplementing the Registration Statement, the Disclosure Package or the Prospectus, to furnish to the Underwriters a copy of each such proposed amendment or supplement and not to use any such proposed amendment or supplement to which the Underwriters reasonably object.

(c) To furnish to you a copy of each proposed free writing prospectus to be prepared by or on behalf of, used by, or referred to by the Company and not to use or refer to any proposed free writing prospectus to which you reasonably object.

(d) Not to take any action that would result in an Underwriter or the Company being required to file with the Commission pursuant to Rule 433(d) under the Securities Act a free writing prospectus prepared by or on behalf of the Underwriter that the Underwriter otherwise would not have been required to file thereunder.

(e) If the Disclosure Package is being used to solicit offers to buy the Shares at a time when the Prospectus is not yet available to prospective purchasers and any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Disclosure Package in order to make the statements therein, in the light of the circumstances, not misleading, or if any event shall occur or condition exist as a result of which the Disclosure Package conflicts with the information contained in the Registration Statement then on file, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Disclosure Package to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own

expense, to the Underwriters and to any dealer upon request, either amendments or supplements to the Disclosure Package so that the statements in the Disclosure Package as so amended or supplemented will not, in the light of the circumstances when the Disclosure Package is delivered to a prospective purchaser, be misleading or so that the Disclosure Package, as amended or supplemented, will no longer conflict with the Registration Statement, or so that the Disclosure Package, as amended or supplemented, will comply with applicable law.

(f) If, during such period after the first date of the public offering of the Shares as in the opinion of counsel for the Underwriters the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is required by law to be delivered in connection with sales by an Underwriter or dealer, any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Prospectus in order to make the statements therein, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, not misleading, or if, in the opinion of counsel for the Underwriters, it is necessary to amend or supplement the Prospectus to comply with applicable law, forthwith to prepare, file with the Commission and furnish, at its own expense, to the Underwriters and to the dealers (whose names and addresses you will furnish to the Company) to which Shares may have been sold by you on behalf of the Underwriters and to any other dealers upon request, either amendments or supplements to the Prospectus so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances when the Prospectus (or in lieu thereof the notice referred to in Rule 173(a) of the Securities Act) is delivered to a purchaser, be misleading or so that the Prospectus, as amended or supplemented, will comply with applicable law.

(g) To endeavor to qualify the Shares, the Conversion Shares and any Common Shares issued and paid as a dividend on the Shares for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Initial Purchasers shall reasonably request; provided, however that the Company shall not be obligated to file any general consent to service of process or to qualify as a foreign corporation or as a dealer in securities in any jurisdiction in which it is not so qualified or to subject itself to taxation in respect of doing business in any jurisdiction in which it is not otherwise so subject.

(h) To make generally available to the Company's security holders and to you as soon as practicable an earning statement covering a period of at least twelve months beginning with the first fiscal quarter of the Company occurring after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the Commission thereunder.

(i) Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, to pay or cause to be paid all expenses incident to the performance of their respective obligations under this Agreement, including: (i) the fees, disbursements and expenses of the Company's counsel and the Company's accountants in connection with the registration, offering, sale and delivery of the Shares under the Securities Act and all other fees or expenses of the Company in connection with the preparation and filing of the Registration Statement, any preliminary prospectus, the Disclosure Package, the Prospectus, any free writing prospectus prepared by or on behalf of, used by, or referred to by the Company and all amendments and supplements thereto, including all printing costs associated therewith, the

delivery of copies thereof to the Underwriters, in the quantities herein above specified, and the filing fees payable to the Commission relating to the Shares (ii) all costs and expenses related to the issuance, transfer and delivery of the Shares to the Underwriters, including any transfer or other taxes payable thereon, (iii) the cost of printing or producing any blue sky or legal investment memorandum in connection with the offer and sale of the Shares under state securities laws and all expenses in connection with the qualification of the Shares for offer and sale under state securities laws as provided in Section 6(g) hereof, including filing fees and the reasonable fees and disbursements of counsel for the Initial Purchasers in connection with such qualification and in connection with the Blue Sky or legal investment memorandum, (iv) all filing fees and the reasonable fees and disbursements of counsel to the Underwriters incurred in connection with the review and qualification of the offering of the Shares by the Financial Industry Regulatory Authority, (v) all costs and expenses incident to listing the Shares, the Conversion Shares and any Common Shares issued and paid as a dividend on the Shares on the New York Stock Exchange, (vi) the costs and charges of any transfer agent, registrar or depositary, (vii) the costs and expenses of the Company relating to investor presentations on any "road show" undertaken in connection with the marketing of the offering of the Shares, including, without limitation, expenses associated with the preparation or dissemination of any electronic road show, expenses associated with the production of road show slides and graphics, fees and expenses of any consultants engaged in connection with the road show presentations with the prior approval of the Company, travel and lodging expenses of the representatives and officers of the Company and any such consultants, and the cost of any aircraft chartered in connection with the road show and (vii) all other costs and expenses incident to the performance of the obligations of the Company hereunder for which provision is not otherwise made in this Section. It is understood, however, that except as provided elsewhere in this Agreement, the Underwriters will pay all of their costs and expenses, including fees and disbursements of their counsel, transfer taxes payable upon their resale of any of the Shares by them and any advertising expenses connected with any offers they may make.

(j) If the third anniversary of the initial effective date of the Registration Statement occurs before all the Shares have been sold by the Underwriters, prior to the third anniversary to file a new shelf registration statement and to take any other action necessary to permit the public offering of the Shares to continue without interruption; references herein to the Registration Statement shall include the new registration

statement declared effective by the Commission.

(k) To use its commercially reasonable efforts to cause the Shares to be eligible for clearance, settlement and trading through the facilities of DTC.

(l) To prepare and file, in accordance with Section 12 of the Exchange Act, a registration statement on Form 8-A to register the class of securities consisting of the Shares under the Exchange Act.

(m) To reserve and keep available at all times, free of preemptive rights, a number of Common Shares equal to the Maximum Number of Common Shares.

(n) To file the Pricing Term Sheet attached hereto as Schedule I within the period required by Rule 433(d)(5)(ii) under the Securities Act following the date the final terms have been established for the offering of the Shares.

(o) To use its commercially reasonable efforts to effect listing of the Maximum Number of Common Shares on the New York Stock Exchange within 30 days after the Closing Date and, upon such listing, use commercially reasonable efforts to maintain such listing and satisfy the requirements for such continued listing.

The Company also covenants with each Underwriter that, without the prior written consent of the Representative, it will not, during a period of 60 days from the date of this Agreement (the "***Restricted Period***"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares or (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery Common Shares or such other securities, in cash or otherwise or (3) file any registration statement with the Commission relating to the offering of any Common Shares or any securities convertible into or exercisable or exchangeable for Common Shares. The foregoing sentence shall not apply to (a) the Shares to be sold hereunder, (b) the Common Shares to be sold pursuant to the Concurrent Common Shares Offering, (c) any Conversion Shares issued upon conversion of the Shares, (d) the issuance by the Company of Common Shares upon the exercise of an option or warrant or the conversion of a security outstanding on the date hereof and described in the Registration Statement, the Disclosure Package and the Prospectus, (e) the issuance by the Company of Common Shares or any security convertible into or exercisable for Common Shares in connection with joint ventures, commercial relationships or other strategic transactions, (f) the intercompany transfer of existing Common Shares, (g) Common Shares withheld by the Company for tax withholding purposes on account of the vesting of securities awarded pursuant to any employee stock option plan, stock ownership plan or dividend reimbursement plan of the Company in effect at the Applicable Time, (h) any Common Shares issued and paid as a dividend on the Shares, or (i) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares; *provided* that (1) such plan does not provide for the transfer of Common Shares during the Restricted Period and (2) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Shares may be made under such plan during the Restricted Period; *provided, however*, that any Common Shares issued pursuant to clause (e) above will not exceed 10% of the Company's issued and outstanding share capital on the date of the Prospectus and any Common Shares issued or transferred pursuant to clauses (e) and (f) above will be subject to a lockup agreement for a period of time equal to the time remaining under the Company lockup described above.

7. *Covenants of the Underwriters.* Each Underwriter severally covenants with the Company not to take any action that would result in the Company being required to file with the Commission under Rule 433(d) a free writing prospectus prepared by or on behalf of such Underwriter that otherwise would not be required to be filed by the Company thereunder, but for the action of the Underwriter.

8. *Indemnity and Contribution*. (a) The Company agrees to indemnify and hold harmless each Underwriter, its affiliates, the respective officers and directors of the Underwriters, and each person, if any, who controls any Underwriter within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act from and against any and all losses, claims, damages and liabilities (including, without limitation, any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim) caused by any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any amendment thereof, any preliminary prospectus, the Disclosure Package or any amendment or supplement thereto, any issuer free writing prospectus as defined in Rule 433(h) under the Securities Act, any Company information that the Company has filed, or is required to file, pursuant to Rule 433(d) under the Securities Act, any "road show" as defined in Rule 433(h) under the Securities Act (a "road show"), or the Prospectus, or in any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, other than with respect to statements in the Registration Statement, in the light of the circumstances under which they were made, not misleading, except insofar as such losses, claims, damages or liabilities are caused by any such untrue statement or omission or alleged untrue statement or omission based upon information furnished to the Company in writing by the Underwriters through the Representative expressly for use therein, it being understood and agreed that the only information furnished by any such Underwriter consists of the information described in Section 8(b).

(b) Each Underwriter, severally and not jointly, agrees to indemnify and hold harmless the Company, its affiliates, its directors, its officers who sign the Registration Statement and each other person, if any, who controls the Company within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act to the same extent as the foregoing indemnity from the Company to the Underwriters, but only with reference to information relating to the Underwriters furnished in writing by the Underwriters through the Representative to the Company

expressly for use in the Registration Statement, any preliminary prospectus, the Disclosure Package, any issuer free writing prospectus, road show, or the Prospectus or any amendments or supplements thereto, it being understood and agreed that the only information furnished by any such Underwriters consists of the following information in the Disclosure Package and the Prospectus: (i) the names of the Underwriters on the cover page and (ii) the concession figures and the paragraph relating to stabilization by the Underwriters appearing under the caption "Underwriting."

(c) In case any proceeding (including any governmental investigation) shall be instituted involving any person in respect of which indemnity may be sought pursuant to Section 8(a) or 8(b), such person (the "***indemnified party***") shall promptly notify the person against whom such indemnity may be sought (the "***indemnifying party***") in writing and the indemnifying party, upon request of the indemnified party, shall retain counsel reasonably satisfactory to the indemnified party to represent the indemnified party and any others the indemnifying party may designate in such proceeding and shall pay the fees and disbursements of such counsel related to such proceeding; but the omission so to promptly notify the indemnifying party shall not relieve it from any liability which it may have to any indemnified party provided that the party entitled to be so notified is not prejudiced by such delay to promptly notify. In any such proceeding, any indemnified party shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such indemnified party unless (i) the

indemnifying party and the indemnified party shall have mutually agreed to the retention of such counsel or (ii) the named parties to any such proceeding (including any impleaded parties) include both the indemnifying party and the indemnified party and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood that the indemnifying party shall not, in respect of the legal expenses of any indemnified party in connection with any proceeding or related proceedings in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to any local counsel) for all such indemnified parties and that all such fees and expenses shall be reimbursed as they are incurred. Such firm shall be designated in writing by the Representative, in the case of parties indemnified pursuant to Section 8(a), and by the Company, in the case of parties indemnified pursuant to Section 8(b). The indemnifying party shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the indemnifying party agrees to indemnify the indemnified party from and against any loss or liability by reason of such settlement or judgment. Notwithstanding the foregoing sentence, if at any time an indemnified party shall have requested an indemnifying party to reimburse the indemnified party for fees and expenses of counsel as contemplated by the second and third sentences of this paragraph, the indemnifying party agrees that it shall be liable for any settlement of any proceeding effected without its written consent if (i) such settlement is entered into more than 30 days after receipt by such indemnifying party of the aforesaid request and (ii) such indemnifying party shall not have reimbursed the indemnified party in accordance with such request prior to the date of such settlement. No indemnifying party shall, without the prior written consent of the indemnified party, effect any settlement of any pending or threatened proceeding in respect of which any indemnified party is or could have been a party and indemnity could have been sought hereunder by such indemnified party, unless such settlement (i) includes an unconditional release of such indemnified party from all liability on claims that are the subject matter of such proceeding, and (ii) does not include an admission of fault, culpability or a culpable failure to act, by or on behalf of an indemnified party.

(d) To the extent the indemnification provided for in Section 8(a) or 8(b) is unavailable to an indemnified party or insufficient in respect of any losses, claims, damages or liabilities referred to therein, then each indemnifying party under such paragraph, in lieu of indemnifying such indemnified party thereunder, shall contribute to the amount paid or payable by such indemnified party as a result of such losses, claims, damages or liabilities (i) in such proportion as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriters on the other hand from the offering of the Shares or (ii) if the allocation provided by clause 8(d)(i) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause 8(d)(i) above but also the relative fault of the Company on the one hand and of the Underwriters on the other hand in connection with the statements or omissions that resulted in such losses, claims, damages or liabilities, as well as any other relevant equitable considerations. The relative benefits received by the Company on the one hand and the Underwriters on the other hand in connection with the offering of the Shares shall be deemed to be in the same respective proportions as the net proceeds from the offering of the Shares (before deducting expenses) received by the Company and the total discounts and commissions received by the Underwriters, in each case as set forth in the Disclosure Package or herein, bear to the aggregate offering price of the Shares. The relative fault of the Company on the one hand and of the Underwriters on the other hand shall be determined by reference to, among other things, whether the untrue or alleged untrue statement of a material fact or the omission or alleged

omission to state a material fact relates to information supplied by the Company or by the Underwriters, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such statement or omission.

(e) The Company and the Underwriters agree that it would not be just or equitable if contribution pursuant to this Section 8 were determined by *pro rata* allocation or by any other method of allocation that does not take account of the equitable considerations referred to in Section 8(d). The amount paid or payable by an indemnified party as a result of the losses, claims, damages and liabilities referred to in Section 8 (d) shall be deemed to include, subject to the limitations set forth above, any legal or other expenses reasonably incurred by such indemnified party in connection with investigating or defending any such action or claim. Notwithstanding the provisions of this Section 8, no Underwriter shall be required to contribute any amount in excess of the amount by which the total price at which the Shares underwritten by it and distributed to the public were offered to the public exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The remedies provided for in this Section 8 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any indemnified party at law or in equity. The Underwriters' obligations to contribute pursuant to this Section 8(e) are several in proportion to the respective amount of Shares they have agreed to purchase hereunder and not joint.

(f) The indemnity and contribution provisions contained in this Section 8 and the representations, warranties and other statements of the Company contained in this Agreement shall remain operative and in full force and effect regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Underwriter or any person controlling any Underwriter or by or on behalf of the Company, its officers or directors, or any other person controlling the Company and (iii) acceptance of and payment for any of the Shares.

9. *Termination.* This Agreement shall be subject to termination by notice given by the Underwriters to the Company, if (a) after the execution and delivery of this Agreement and prior to the Closing Date (i) trading generally shall have been suspended or materially limited on or by, as the case may be, either the New York Stock Exchange or The NASDAQ Stock Market LLC, or settlement of trading shall have been materially disrupted, (ii) trading of any securities of the Company shall have been suspended on any exchange or in any over-the-counter market, (iii) a general moratorium on commercial banking activities in New York shall have been declared by either Federal or New York State authorities or (iv) there shall have occurred any outbreak or escalation of hostilities (including without limitation an act of terrorism) or any change in financial markets or any calamity or crisis that, in your judgment, is material and adverse to the financial markets generally and (b) in the case of any of the events specified in clauses 9(a)(i) through 9(a)(iv), such event, singly or together with any other such event, makes it, in your judgment, impracticable to market the Shares on the terms and in the manner contemplated by this Agreement, the Disclosure Package or the Prospectus.

10. *Default by an Underwriter*. If, on the Closing Date or an Option Closing Date, as the case may be, any one or more of the Underwriters shall fail or refuse to purchase Shares that it has

or they have agreed to purchase hereunder on such date, and the aggregate number of Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase is not more than one tenth of the aggregate number of the Shares to be purchased on such date, the other Underwriters shall be obligated severally in the proportions that the number of Firm Shares set forth opposite their respective names in Schedule A bears to the aggregate number of Firm Shares set forth opposite the names of all such non defaulting Underwriters, or in such other proportions as you may specify, to purchase the Shares which such defaulting Underwriter or Underwriters agreed but failed or refused to purchase on such date; provided that in no event shall the number of Shares that any Underwriter has agreed to purchase pursuant to this Agreement be increased pursuant to this Section 10 by an amount in excess of one ninth of such number of Shares without the written consent of such Underwriter. If, on the Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Firm Shares and the aggregate number of Firm Shares with respect to which such default occurs is more than one tenth of the aggregate number of Firm Shares to be purchased on such date, and arrangements satisfactory to you and the Company for the purchase of such Firm Shares are not made within 36 hours after such default, this Agreement shall terminate without liability on the part of any non-defaulting Underwriter or the Company. In any such case either you or the Company shall have the right to postpone the Closing Date, but in no event for longer than seven days, in order that the required changes, if any, in the Registration Statement, in the Disclosure Package, in the Prospectus or in any other documents or arrangements may be effected. If, on an Option Closing Date, any Underwriter or Underwriters shall fail or refuse to purchase Additional Shares and the aggregate number of Additional Shares with respect to which such default occurs is more than one tenth of the aggregate number of Additional Shares to be purchased on such Option Closing Date, the non-defaulting Underwriters shall have the option to (i) terminate their obligation hereunder to purchase the Additional Shares to be sold on such Option Closing Date or (ii) purchase not less than the number of Additional Shares that such non-defaulting Underwriters would have been obligated to purchase in the absence of such default. Any action taken under this paragraph shall not relieve any defaulting Underwriter from liability in respect of any default of such Underwriter under this Agreement.

11. *Effectiveness; Expense Reimbursement*. This Agreement shall become effective upon the execution and delivery hereof by the parties hereto.

If this Agreement shall be terminated by the Underwriters because of any failure or refusal on the part of the Company to comply with the terms or to fulfill any of the conditions of this Agreement, or if for any reason the Company shall be unable to perform its obligations under this Agreement, the Company will reimburse the Underwriters for all out-of-pocket expenses (including the fees and disbursements of their counsel up to a maximum of $100,000) reasonably incurred by the Underwriters in connection with this Agreement or the offering contemplated hereunder.

12. *Notices*. Notices given pursuant to this Agreement shall be in writing and shall be delivered (a) if to the Company, at 515 W. Greens Road, Suite 1200, Houston, Texas 77067, Attention: Chief Financial Officer, or (b) if to the Underwriters, to Morgan Stanley & Co. LLC, 1585 Broadway, New York, New York 10036, or in any case to such other address as the person to be notified may have requested in writing.

13. *Successors*. This Agreement is made solely for the benefit of the Underwriters, the Company, their respective directors and officers and other controlling persons referred to in Section 8 hereof, and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. The term "successors and assigns" as used in this Agreement shall not include a purchaser from the Underwriters of any of the Shares in its status as such purchaser.

14. *Partial Unenforceability*. If any section, paragraph or provision of this Agreement is for any reason determined to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other section, paragraph or provision hereof.

15. *Counterparts*. This Agreement may be signed (including by facsimile) in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

16. *Applicable Law*. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York.

17. *No Fiduciary Duty*. The Company hereby acknowledges that (a) the purchase and sale of the Shares pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which they may be acting, on the other, (b) the Underwriters are acting as principal and not as an agent or fiduciary of the Company and (c) the Company's engagement of the Underwriters in connection with the offering and the process leading up to the offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the offering (irrespective of whether any of the Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that the Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

18. *Consent to Jurisdiction*. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("***Related Proceedings***") may be instituted in the federal courts of the United States of America located in the City and County of New York, Borough of Manhattan, or the courts of the State of New York in each case located in the City and County of New York, Borough of Manhattan (collectively, the "***Specified Courts***"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court (a "***Related Judgment***"), as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth above shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum. Each party not located in the United States irrevocably appoints CT Corporation System as its agent to receive service of process or

other legal summons for purposes of any such suit, action or proceeding that may be instituted in any state or federal court in the City and County of New York.

19. *Waiver of Immunity*. With respect to any Related Proceeding, each party irrevocably waives, to the fullest extent permitted by applicable law, all immunity (whether on the basis of sovereignty or otherwise) from jurisdiction, service of process, attachment (both before and after judgment) and execution to which it might otherwise be entitled in the Specified Courts, and with respect to any Related Judgment, each party waives any such immunity in the Specified Courts or any other court of competent jurisdiction, and will not raise or claim or cause to be pleaded any such immunity at or in respect of any such Related Proceeding or Related Judgment, including, without limitation, any immunity pursuant to the United States Foreign Sovereign Immunities Act of 1976, as amended.

20. *Headings*. The headings of the sections of this Agreement have been inserted for convenience of reference only and shall not be deemed a part of this Agreement.

21. *Entire Agreement.* This Agreement and the other agreements and documents referred to herein are intended by the parties as a final expression of their agreement and intended to be a complete and exclusive statement of the agreement and understanding of the parties hereto in respect of the subject matter contained herein and therein. This Agreement and the other agreements and documents referred to herein or therein supersede all prior agreements and understandings (whether written or oral) among the parties with respect to such subject matter.

Very truly yours,

NABORS INDUSTRIES LTD.

By: /s/ Mark D. Andrews
Name: Mark D. Andrews
Title: Corporate Secretary

Signature Page to Purchase Agreement

Accepted as of the date hereof:

MORGAN STANLEY & CO. LLC

Acting severally on behalf of themselves and the several Underwriters named in Schedule A hereto.

By: Morgan Stanley & Co. LLC

By: /s/Serkan Savasoghu

Name: Serkan Savasoghu
Title: Managing Director

SCHEDULE I

Pricing Term Sheet
dated as of May 9, 2018

Free Writing Prospectus
Filed pursuant to Rule 433
Relating to the
Preliminary Prospectus Supplements each dated May 9, 2018 to the
Prospectus dated February 2, 2018
Registration No. 333-222855

Nabors Industries Ltd.

Concurrent Offerings of 35,000,000 Common Shares, par value $0.001 per Share (the "Common Shares")
(the "Common Shares Offering")
and
5,000,000 Shares of 6.00% Mandatory Convertible Preferred Shares, Series A, par value $0.001 per Share (the "Mandatory Convertible Preferred Shares")
(the "Preferred Shares Offering")

*The information in this pricing term sheet relates only to the Common Shares Offering and the Preferred Shares Offering and should be read together with (i) the preliminary prospectus supplement dated May 9, 2018 relating to the Common Shares Offering (the "**Common Shares Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein, (ii) the preliminary prospectus supplement dated May 9, 2018 relating to the Preferred Shares Offering (the "**Preferred Shares Preliminary Prospectus Supplement**"), including the documents incorporated by reference therein and (iii) the related base prospectus dated February 2, 2018, each filed pursuant to Rule 424 (b) under the Securities Act of 1933, as amended, Registration No. 333-222855. Neither the Common Shares Offering nor the Preferred Shares Offering is contingent on the successful completion of the other offering. Terms not defined in this pricing term sheet have the meanings given to such terms in the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as applicable. All references to dollar amounts are references to U.S. dollars.*

Issuer:	Nabors Industries Ltd.
Ticker / Exchange for the Common Shares:	NBR / The New York Stock Exchange ("**NYSE**")
Trade Date:	May 10, 2018.
Settlement Date:	May 14, 2018.
Use of Proceeds:	The Issuer expects to receive gross proceeds (before underwriting discounts and estimated offering expenses) from the Common Shares Offering of approximately $271.3 million (or approximately $311.9 million if the underwriters in the Common Shares Offering exercise their option to purchase additional Common Shares in full), and the Issuer expects to receive gross proceeds (before underwriting discounts and estimated offering expenses) from the Preferred Shares Offering of $250 million (or $287.5 million if the underwriters of the Preferred Shares Offering exercise their over-allotment option to purchase additional Mandatory Convertible Preferred Shares in full). The Issuer intends to use the net proceeds from the Common Shares Offering and the Preferred Shares Offering to repay borrowings outstanding under the Issuer's revolving credit facility, which the Issuer

may re-borrow from time to time for the repayment of other indebtedness, and for general corporate purposes. See "Use of Proceeds" in the Common Shares Preliminary Prospectus Supplement and the Preferred Shares Preliminary Prospectus Supplement.

Common Shares Offering

Common Shares Offered:	35,000,000 Common Shares
Option for Underwriters to Purchase Additional Common	5,250,000 additional Common Shares

Shares:	
NYSE Last Reported Sale Price of the Common Shares on May 9, 2018:	$8.03 per share
CUSIP / ISIN:	G6359F103 / BMG6359F1032
Book-Running Managers:	Morgan Stanley & Co. LLC Citigroup Global Markets Inc.

Preferred Shares Offering

Mandatory Convertible Preferred Shares Offered:	5,000,000 Mandatory Convertible Preferred Shares.
Over-Allotment Option for Underwriters to Purchase Additional Mandatory Convertible Preferred Shares:	750,000 additional Mandatory Convertible Preferred Shares, solely to cover over-allotments.
Dividends:	• 6.00% per annum on the liquidation preference of $50 for each Mandatory Convertible Preferred Share. Dividends will accumulate from the Settlement Date and, to the extent Issuer has lawfully available funds to pay dividends and declares a dividend payable, Issuer will pay dividends in cash or, subject to certain limitations and subject to the share cap described in the Preferred Shares Preliminary Prospectus Supplement, by delivery of Common Shares or through any combination of cash and Common Shares, at Issuer's election, on each Dividend Payment Date, including the final Dividend Payment Date; *provided* that any unpaid dividends will continue to accumulate. The dividend payable on the first Dividend Payment Date, if declared, is expected to be $0.64 per Mandatory Convertible Preferred Share, and the dividend payable on each subsequent Dividend Payment Date, if declared, is expected to be $0.75 per Mandatory Convertible Preferred Share.
Dividend Record Dates:	• The January 15, April 15, July 15 and October 15 immediately preceding the relevant Dividend Payment Date.
Dividend Payment Dates:	• February 1, May 1, August 1 and November 1 of each year, commencing on August 1, 2018 and ending on, and including, May 1, 2021.
Additional Amounts:	• Subject to certain limitations, the Issuer will pay in cash or deliver in Common Shares, as the case may be, additional amounts to holders of the Mandatory

	Convertible Preferred Shares, as additional dividends, to make up for any deduction or withholding for any taxes or other charges imposed on amounts the Issuer must pay or deliver, as the case may be, with respect to the Mandatory Convertible Preferred Shares, so that the net amounts paid or delivered, as the case may be, will be equal to the amounts the Issuer would otherwise be required to pay or deliver, as the case may be, had no such withholding or deduction been required.
Mandatory Conversion Date:	The second business day immediately following the last trading day of the 20 consecutive trading day period beginning on, and including, the 21st scheduled trading day immediately preceding May 1, 2021. The Mandatory Conversion Date is expected to be May 1, 2021.
Initial Price:	$7.75, which is approximately equal to the per share public offering price of the Common Shares in the Common Shares Offering, and is also approximately equal to $50, *divided by* the Maximum Conversion Rate.
Threshold Appreciation Price:	$9.30, which represents a premium of 20% over the Initial Price and is approximately equal to $50, *divided by* the Minimum Conversion Rate.
Conversion Rate per Mandatory Convertible Preferred Share:	The conversion rate for each Mandatory Convertible Preferred Share will not be more than 6.4516 Common Shares and not less than 5.3763 Common Shares

(respectively, the "**Maximum Conversion Rate**" and "**Minimum Conversion Rate**"), depending on the applicable market value (as defined in the Preferred Shares Preliminary Prospectus Supplement) of the Common Shares, as described below and subject to certain anti-dilution adjustments.

The following table illustrates the conversion rate per Mandatory Convertible Preferred Share, subject to certain anti-dilution adjustments described in the Preferred Shares Preliminary Prospectus Supplement, based on the applicable market value of the Common Shares:

Applicable Market Value of the Common Shares	Conversion Rate per Mandatory Convertible Preferred Share
Less than the Initial Price	6.4516 Common Shares
Greater than or equal to the Initial Price and less than or equal to the Threshold Appreciation Price	$50, *divided* by the applicable market value
Greater than the Threshold Appreciation Price	5.3763 Common Shares

Conversion Rate Adjustments for Cash Dividends:

The Maximum Conversion Rate and Minimum Conversion Rate will each be subject to adjustment in connection with the payment of any cash dividend or distribution by the Issuer on the Common Shares. See "Conversion Rate Adjustments" in the Preferred Shares Preliminary Prospectus Supplement.

Optional Conversion:

Other than during a fundamental change conversion period (as defined in the Preferred Shares Preliminary Prospectus Supplement), at any time prior to May 1, 2021, a holder of Mandatory Convertible Preferred Shares may elect to convert such holder's Mandatory Convertible Preferred Shares, in whole or in part, at the Minimum Conversion Rate of 5.3763 Common Shares per Mandatory Convertible Preferred Share, subject to adjustment as described in the Preferred Shares Preliminary Prospectus Supplement.

Fundamental Change:

If a fundamental change (as defined in the Preferred Shares Preliminary Prospectus Supplement) occurs on or prior to the Mandatory Conversion Date, holders of the Mandatory Convertible Preferred Shares will have the right to convert their Mandatory Convertible Preferred Shares, in whole or in part, into Common Shares at the fundamental change conversion rate (as defined in the Preferred Shares Preliminary Prospectus Supplement) during the period beginning on, and including, the effective date (as defined in the Preferred Shares Preliminary Prospectus Supplement) of such fundamental change and ending on the earlier of (A) the Mandatory Conversion Date and (B) the date that is 20 days after the effective date.

The following table sets forth the fundamental change conversion rate per Mandatory Convertible Preferred Share based on the effective date of the fundamental change and the share price (as defined in the Preferred Shares Preliminary Prospectus Supplement) in the fundamental change:

	Share Price															
Effective Date	**$2.00**	**$3.00**	**$4.00**	**$5.00**	**$6.00**	**$7.75**	**$8.25**	**$8.75**	**$9.30**	**$10.00**	**$11.00**	**$12.50**	**$15.00**	**$20.00**	**$35.00**	**$50.00**
May 14, 2018	10.3993	8.9097	8.0787	7.5297	7.1382	6.6756	6.5782	6.4921	6.4085	6.3162	6.2064	6.0786	5.9303	5.7608	5.5701	5.4995
May 1, 2019	9.2174	8.1994	7.6000	7.1699	6.8406	6.4296	6.3411	6.2629	6.1871	6.1039	6.0064	5.8958	5.7735	5.6444	5.5110	5.4623
May 1, 2020	7.8834	7.3881	7.0906	6.8300	6.5774	6.1918	6.1020	6.0221	5.9452	5.8626	5.7702	5.6745	5.5851	5.5116	5.4457	5.4209
May 1, 2021	6.4516	6.4516	6.4516	6.4516	6.4516	6.4516	6.0606	5.7143	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763

The exact share price and effective date may not be set forth on the table, in which case:

- if the share price is between two share prices on the table or the effective date is between two effective dates on the table, the

	fundamental change conversion rate per Mandatory Convertible Preferred Share will be determined by straight-line interpolation between the fundamental change conversion rates per Mandatory Convertible Preferred Share set forth for the higher and lower share prices and the earlier and later effective dates, as applicable, based on a 365-day; • if the share price is in excess of $50.00 per share (subject to adjustment in the same manner as the share prices in the column headings of the table above as described in the Preferred Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Mandatory Convertible Preferred Share will be the Minimum Conversion Rate, subject to adjustment as described in the Preferred Shares Preliminary Prospectus Supplement; and • if the share price is less than $2.00 per share (subject to adjustment in the same manner as the share prices in the column headings of the table above as described in the Preferred Shares Preliminary Prospectus Supplement), then the fundamental change conversion rate per Mandatory Convertible Preferred Share will be determined (a) as if the share price were equal to $2.00 and (b) if the effective date is between two effective dates on the table, using straight-line interpolation.
Conversion upon a Tax Event:	If at any time Issuer becomes obligated to pay or deliver additional amounts on the issued and outstanding Mandatory Convertible Preferred Shares in a tax event (as defined in the Preferred Shares Preliminary Prospectus Supplement), Issuer may, at its option, cause all, but not less than all, issued and outstanding Mandatory Convertible Preferred Shares to be automatically converted into a number of Common Shares equal to the fundamental change conversion rate determined as though the tax event conversion date (as defined in the Preferred Shares Preliminary Prospectus Supplement) were the effective date of a fundamental change and the "share price" in such transaction were the average of the volume-weighted average prices per Common Share over the 10 trading day period beginning on, and including, the second trading day immediately following the date on which Issuer provides notice of the tax event conversion.
Listing:	The Issuer will apply to list the Mandatory Convertible Preferred Shares on the NYSE under the symbol "NBR PR A". While no assurance can be given that the Issuer's application for listing will be approved, the Issuer expects trading of the Mandatory Convertible Preferred Shares on the NYSE to begin within 30 days of the Settlement Date.
CUSIP / ISIN for the Mandatory Convertible Preferred Shares:	G6359F 129 / BMG6359F1297
Book-Running Managers:	Morgan Stanley & Co. LLC Citigroup Global Markets Inc.

The Issuer has filed a registration statement (including a prospectus and related preliminary prospectus supplements for the offerings) with the U.S. Securities and Exchange Commission (the "SEC") for the offerings to which this communication relates. Before you invest, you should read the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as the case may be, the related base prospectus in that registration statement and the other documents the Issuer has filed with the SEC for more complete information about the Issuer and the Common Shares Offering and the Preferred Shares Offering. You may get these documents for free by visiting EDGAR on the SEC's website at http://www.sec.gov. Alternatively, copies may be obtained from: Morgan Stanley & Co. LLC at 180 Varick Street, 2nd Floor, New York, NY 10014, Attention: Prospectus Department or by calling 1-866-718-1649 or by e-mail at prospectus@morganstanley.com; or Citigroup Global Markets Inc. c/o Broadridge Financial Solutions, 1155 Long Island Avenue, Edgewood, NY 11717 or by calling 1-800-831-9146.

This communication should be read in conjunction with the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as the case may be, and the related base prospectus. The information in this communication supersedes the information in the Common Shares Preliminary Prospectus Supplement or the Preferred Shares Preliminary Prospectus Supplement, as the case may be, and the related base prospectus to the extent it is inconsistent with the information in such preliminary prospectus supplement or the related base prospectus.

ANY DISCLAIMERS OR OTHER NOTICES THAT MAY APPEAR BELOW ARE NOT APPLICABLE TO THIS COMMUNICATION AND SHOULD BE DISREGARDED. SUCH DISCLAIMERS OR OTHER NOTICES WERE AUTOMATICALLY GENERATED AS A RESULT OF THIS

COMMUNICATION BEING SENT VIA BLOOMBERG OR ANOTHER EMAIL SYSTEM.

SCHEDULE II

Purchase Price: $48.50

SCHEDULE A

Underwriters	Amount of Firm Shares to be Purchased
Morgan Stanley & Co. LLC	1,750,000
Citigroup Global Markets Inc.	1,500,000
Goldman Sachs & Co. LLC	250,000
Merrill Lynch, Pierce, Fenner & Smith Incorporated	250,000
Wells Fargo Securities, LLC	250,000
Mizuho Securities USA LLC	250,000
Lazard Capital Markets LLC	125,000
MUFG Securities Americas Inc.	125,000
PNC Capital Markets LLC	125,000
Intrepid Partners, LLC	100,000
BBVA Securities Inc.	100,000
SMBC Nikko Securities America, Inc.	100,000
HSBC Securities (USA) Inc.	75,000
Total	5,000,000

EXHIBIT A

, 2018

Morgan Stanley & Co. LLC
c/o Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

Ladies and Gentlemen:

The undersigned understands that Morgan Stanley & Co. LLC (the "***Representative***") propose to enter into an Underwriting Agreement (the "***Common Shares Underwriting Agreement***") with Nabors Industries Ltd., a Bermuda exempted company (the "***Company***"), providing for the public offering (the "***Common Shares Public Offering***") by the several Underwriters, including the Representative (the "***Underwriters***"), of common shares, par value $0.001 per share, of the Company (the "***Common Shares***"). The undersigned also understands that the Representative proposed to enter into an Underwriting Agreement (the "***Convertible Preferred Underwriting Agreement***") with the Company providing for the public offering (the "***Convertible Preferred Public Offering***" and, together with the Common Shares Public Offering, the "***Offerings***") by the Underwriters of 6.00% series A mandatory convertible preferred shares, par value $0.001 per share (the "***Convertible Preferred Shares***"). The Convertible Preferred Shares will be convertible into a variable number of Common Shares. The Common Shares Public Offering and the Convertible Preferred Public Offering are not contingent on one another.

To induce the Underwriters that may participate in the Offerings to continue their efforts in connection with the Offerings, the undersigned hereby agrees that, without the prior written consent of the Representative on behalf of the Underwriters, it will not, during the period commencing on the date hereof and ending 60 days after the date of the final prospectuses (the "***Restricted Period***") relating to the Offerings (the "***Prospectuses***"), (1) offer, pledge, sell, contract to sell, sell any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend, or otherwise transfer or dispose of, directly or indirectly, any Common Shares beneficially owned (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")), by the undersigned or any other securities so owned convertible into or exercisable or exchangeable for Common Shares (2) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether any such transaction described in clause (1) or (2) above is to be settled by delivery of Common Shares or such other securities, in cash or otherwise. The foregoing sentence shall not apply to (a) transactions relating to Common Shares or other securities acquired in open market transactions after the completion of the Offerings, *provided* that no filing under Section 16(a) of the Exchange Act shall be required or shall be voluntarily made in connection with subsequent sales of Common Shares or other securities acquired in such open market transactions, (b) transfers of Common Shares or any security

convertible into Common Shares as a bona fide gift, or (c) distributions of Common Shares or any security convertible into Common Shares to limited partners or shareholders of the

undersigned; *provided* that in the case of any transfer or distribution pursuant to clause (b) or (c), (i) each donee or distributee shall sign and deliver a lock-up letter substantially in the form of this letter and (ii) no filing under Section 16(a) of the Exchange Act, reporting a reduction in beneficial ownership of Common Shares, shall be required or shall be voluntarily made during the Restricted Period, or (d) the establishment of a trading plan pursuant to Rule 10b5-1 under the Exchange Act for the transfer of Common Shares, *provided* that (i) such plan does not provide for the transfer of Common Shares during the Restricted Period and (ii) to the extent a public announcement or filing under the Exchange Act, if any, is required of or voluntarily made by or on behalf of the undersigned or the Company regarding the establishment of such plan, such announcement or filing shall include a statement to the effect that no transfer of Common Shares may be made under such plan during the Restricted Period. In addition, the undersigned agrees that, without the prior written consent of the Representative on behalf of the Underwriters, it will not, during the Restricted Period, make any demand for or exercise any right with respect to, the registration of any Common Shares or any security convertible into or exercisable or exchangeable for Common Shares. The undersigned also agrees and consents to the entry of stop transfer instructions with the Company's transfer agent and registrar against the transfer of the undersigned's Common Shares except in compliance with the foregoing restrictions.

The undersigned understands that the Company and the Underwriters are relying upon this agreement in proceeding toward consummation of the Offerings. The undersigned further understands that this agreement is irrevocable and shall be binding upon the undersigned's heirs, legal representatives, successors and assigns.

Whether or not the Offerings actually occur depends on a number of factors, including market conditions. Each Offering will only be made pursuant to the Common Shares Underwriting Agreement or the Convertible Preferred Underwriting Agreement, as applicable, the terms of which are subject to negotiation between the Company and the Underwriters.

Very truly yours,

_____

(Name)

_____

(Address)

ANNEX 5(C)

OPINION OF JOSEPH G. WALKER

Each of Nabors Industries, Inc., Nabors International Finance Inc., Nabors Drilling Technologies USA, Inc. and Nabors Drilling Holdings Inc. (collectively, the "***Selected Subsidiaries***" and each, a "***Selected Subsidiary***"), has been duly organized and is validly existing as a corporation in good standing under the laws of the jurisdiction in which it is chartered or organized, with full corporate power and authority to own its properties and conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus, and is duly qualified to do business as a foreign corporation and is in good standing under the laws of each jurisdiction which requires such qualification wherein it owns or leases properties or conducts business, except to the extent that the failure to be so qualified or be in good standing would not have a material adverse effect on the Company and its subsidiaries, taken as a whole;

All outstanding shares of capital stock of the Significant Subsidiaries are owned by the Company either directly or through wholly owned subsidiaries free and clear of any perfected security interest, other than any perfected security interest in favor of the Company or a Significant Subsidiary and, to the knowledge of such counsel, any other security interests, claims, liens or encumbrances other than any liens, encumbrances, equities or claims in favor of the Company or a Significant Subsidiary;

To the knowledge of such counsel, there is no pending or threatened material action, suit or proceeding before any court or governmental agency, authority or body or any arbitrator involving the Company or any of its subsidiaries of a character required to be disclosed in the Registration Statement, the Disclosure Package or the Prospectus which is not disclosed in the Registration Statement, the Disclosure Package or the Prospectus as required or any contracts or other documents that are required to be described in the Registration Statement, the Disclosure Package or the Prospectus or to be filed as exhibits to the Registration Statement that are not so described or filed; and

Neither the issue and sale of the Shares, the consummation of any other of the transactions contemplated by this Agreement and the Certificate of Designations, including the issuance of the Shares and the issuance of the Maximum Number of Common Shares issuable by the Company in accordance with the terms of the Certificate of Designations, nor the fulfillment of the terms thereof will conflict with, result in a breach or violation of, or constitute a default under the terms of (A) any indenture or other agreement or instrument known to such counsel and to which the Company or any of the Significant Subsidiaries is a party or bound, or any judgment, order or decree known to such counsel to be applicable to the Company or any of the Significant Subsidiaries of any court, regulatory body, administrative agency, governmental body or arbitrator having jurisdiction over the Company or any of the Significant Subsidiaries, except such as would not, either singly or in the aggregate, have a material

adverse effect upon the Company and its subsidiaries, taken as a whole, or prevent the Company from performing its obligations under this Agreement and the Certificate of Designations, including the issuance of the Shares and the issuance of the Maximum Number of Common Shares issuable by the Company in accordance with the terms of the Certificate of Designations, or (B) the respective charters, bylaws or other organizational documents of the Significant Subsidiaries (assuming that the relevant laws of the

jurisdiction of organization of any Significant Subsidiary not organized in Texas or Delaware are the same as those of Texas).

Such counsel shall also state that it has no reason to believe that any part of the Registration Statement, when such part became effective, the Disclosure Package, as of the Applicable Time, or the Prospectus, as of its date and at the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, other than with respect to statements in the Registration Statement, in the light of the circumstances under which they were made, not misleading (it being understood that such counsel need not express an opinion or comment with respect to the financial statements and the other financial information contained or incorporated by reference therein or excluded therefrom).

ANNEX 5(D)-1

OPINION OF MILBANK, TWEED, HADLEY & McCLOY LLP

1. Nabors Industries, Inc. is validly existing as a corporation in good standing under the laws of the State of Delaware.

2. The filing of the Final Prospectus pursuant to Rule 424(b)(2) has been made in the manner and within the time period required by Rule 424(b)(2) (without reference to Rule 424(b)(8)).

3. Each document filed pursuant to the Securities Exchange Act of 1934, as amended (the "Exchange Act") and incorporated by reference in the Registration Statement, the Disclosure Package or the Final Prospectus appeared on its face to be appropriately responsive as of its filing date in all material respects to the requirements of the Exchange Act and the applicable rules and regulations of the Commission thereunder, except that we express no opinion and make no statement as to the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting included or incorporated by reference therein.

4. Each of the Registration Statement, as of its most recent effective date, the Disclosure Package, as of the Applicable Time, and the Final Prospectus, as of the date thereof, appeared on their face to be appropriately responsive in all material respects to the applicable requirements of the Securities Act and the rules and regulations thereunder, except that we express no opinion and make no statement as to the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting included or incorporated by reference therein. In rendering this opinion we take no responsibility for the accuracy, completeness or fairness of the statements made in the Registration Statement, the Disclosure Package or the Final Prospectus, except to the extent set forth in paragraph 8.

5. The Underwriting Agreement has been duly executed and delivered by the Company.

6. No consent, approval, authorization or order of any Governmental Authority (as defined below) is required for the consummation of the transactions contemplated by the Underwriting Agreement, except such as have been made or obtained prior to the date hereof or as may be required under federal or state securities or "blue sky" laws of any jurisdiction.

7. Neither the issue and sale of the Preferred Shares by the Company, nor the consummation of any of the other transactions contemplated in the Underwriting Agreement, nor the fulfillment of the terms of the Underwriting Agreement, results in a breach or violation of Applicable Law (as defined below), except such as would not, either singly or in the aggregate, have a material adverse effect on the Company and its subsidiaries, taken as a whole, or prevent the Company from performing its obligations under the Underwriting Agreement.

8. The statements in the Disclosure Package and the Final Prospectus under the caption titled "Certain U.S. Federal Income Tax Considerations" to the extent they constitute

statements of law or legal conclusions are, subject to the limitations, qualifications, exceptions, and assumptions set forth therein, correct in all material respects.

9. The Company is not required to, and, immediately after giving effect to the offering and sale of the Preferred Shares and the application of the proceeds thereof as described in the Disclosure Package and the Final Prospectus, the Company will not be required to register as an investment company under the Investment Company Act of 1940, as amended.

The foregoing opinion in paragraph 8 above is limited to matters involving United States federal law, and we do not express any opinion

as to the laws of any other jurisdiction. The foregoing opinion in paragraph 8 is based on the law in effect on the date hereof, including the United States Internal Revenue Code of 1986, as amended (the "Code"), and United States Treasury regulations (including proposed regulations) promulgated under the Code, the legislative history thereof, judicial decisions and administrative pronouncements and rulings of the United States Internal Revenue Service. Such laws are subject to change, possibly with retroactive effect, and we undertake no obligation to update such opinion or otherwise advise you if any such laws should change. Our opinion is not binding on the Internal Revenue Service or a court and, in particular due to the absence of authority addressing a closely comparable transaction, there can be no assurance that the Internal Revenue Service or a court will not adopt a position contrary to our opinion.

For purposes of the opinions rendered above, (i) "Applicable Law" means United States federal laws (other than the federal and state securities laws), the laws of the State of New York and those provisions of the General Corporation Law of the State of Delaware which in each case in our experience are normally applicable to transactions of the type contemplated by the Underwriting Agreement and (ii) "Governmental Authority" means any United States federal or State of New York administrative, judicial or other governmental agency, authority, tribunal or body.

We express no opinion as to matters governed by any laws other than the laws of the State of New York, the General Corporation Law of the State of Delaware and United States federal laws. The opinions contained herein are rendered to you and are solely for your benefit in connection with the closing under the Underwriting Agreement of the sale of the Preferred Shares occurring today and may not be used, quoted, relied upon or otherwise referred to by any other person or for any other purpose without our express written consent in each instance. We disclaim any obligation to update anything herein for events occurring after the date hereof.

ANNEX 5(D)-2

NEGATIVE ASSURANCE LETTER
OF
MILBANK, TWEED, HADLEY & McCLOY LLP

On the basis of and subject to the foregoing, we confirm to you that nothing has come to our attention that causes us to believe that:

(i) the Registration Statement (other than the financial statements and schedules and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting, as to which we express no belief and make no statement),) as of its most recent effective date, contained an untrue statement of a material fact or omitted to state any material fact required to be stated therein or necessary to make the statements therein not misleading;

(ii) the Disclosure Package (other than the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting, as to which we express no belief and make no statement), as of the Applicable Time, contained an untrue statement of a material fact or omitted to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; or

(iii) the Final Prospectus (other than the financial statements and other financial and accounting information and data and management's report on the effectiveness of internal control over financial reporting, as to which we express no belief and make no statement), as of its date or as of the Closing Date, contained or contains an untrue statement of a material fact or omitted or omits to state a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

ANNEX 5(E)

OPINION OF CONYERS DILL & PEARMAN LIMITED

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority, or to pay any Bermuda government fee or tax, which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).

2. The Company has the necessary corporate power and authority to conduct its business and to own, lease and operate its property as described in the Registration Statement, the Disclosure Package and the Prospectus.

3. The Company has the necessary corporate power and authority to enter into and perform its obligations under the Agreement, including, for the avoidance of doubt, the issuance of the Preferred Shares and the issuance of the Common Shares in accordance with the terms of the Agreement and the Certificate of Designations. The execution and delivery of the Agreement and the performance by the Company of its obligations thereunder, including the issuance and sale of the Preferred Shares and the issuance of the Common Shares in accordance with the terms of the Preferred Shares and the Certificate of Designations, will not violate the memorandum of association or bye-laws of the Company nor any applicable law, regulation, order or decree in Bermuda.

4. The Company has taken all corporate action required to authorise its execution, delivery and performance of the Agreement and the issuance of the Preferred Shares and the issuance of the Common Shares in accordance with the terms of the Certificate of Designations. The Agreement has been duly executed and delivered by or on behalf of the Company, and constitutes the valid, binding and enforceable

obligation of the Company in accordance with the terms thereof.

5. No order, consent, approval, licence, authorisation or validation of or exemption by any government or public body or authority of Bermuda or any sub-division thereof is required to authorise or is required in connection with the execution, delivery, performance and enforcement of the Agreement or for the issuance of the Preferred Shares and the issuance of the Common Shares in accordance with the terms of the Certificate of Designations, except such as have been duly obtained in accordance with Bermuda law.

6. It is not necessary or desirable to ensure the enforceability in Bermuda of the Agreement that they be registered in any register kept by, or filed with, any governmental authority or regulatory body in Bermuda. However, to the extent that Agreement creates a charge over assets of the Company, it may be desirable to ensure the priority in Bermuda of the charge that it be registered in the Register of Charges in accordance with Section 55 of the Companies Act 1981. On registration, to the extent that Bermuda law governs the priority of a charge, such charge will have priority in

Bermuda over any unregistered charges, and over any subsequently registered charges, in respect of the assets which are the subject of the charge. A registration fee of $665 will be payable in respect of the registration.

While there is no exhaustive definition of a charge under Bermuda law, a charge includes any interest created in property by way of security (including any mortgage, assignment, pledge, lien or hypothecation). As the Agreement is governed by the Foreign Laws, the question of whether they create such an interest in property would be determined under the Foreign Laws.

7. The Agreement will not be subject to *ad valorem* stamp duty in Bermuda and no registration, documentary, recording, transfer or other similar tax, fee or charge is payable in Bermuda in connection with the execution, delivery, filing, registration or performance of the Agreement other than as stated in paragraph 6 hereof.

8. The Preferred Shares have been duly authorized by the Company and when issued and paid for in accordance with the Agreement, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares), and the issuance of such Shares will not be subject to any preemptive rights or similar rights.

9. The Common Shares have been duly authorized and reserved for issuance and, when issued in accordance with the terms of the Preferred Shares and the Certificate of Designations, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares), and will not be subject to any preemptive rights or similar rights.

10. Based solely on a search of the public records in respect of the Company maintained at the offices of the Registrar of Companies at [TIME] on [ ] May 2018, the authorized share capital of the Company is US$[ ] divided into [ ]shares of which [ ] are Common Shares and [ ] are preferred shares, par value US$0.001 each.

11. Based solely upon a review of the register of members of the Company prepared by Computershare Shareholder Services Inc., the branch registrar of the Company, on [ ] May 2018, there are [ ] issued and outstanding Common Shares of the Company, all of which are validly issued, fully paid and non-assessable (which term when used herein means that no further sums are required to be paid by the holders thereof in connection with the issuer thereof) and such shares are not subject to any statutory pre-emptive or similar rights.

12. The statements set forth in the Disclosure Package and the Prospectus under the caption “Description of Authorized Share Capital,” “Description of the Series A Preferred Shares” and “Certain Bermuda Tax Considerations” to the extent they constitute statements of Bermuda law or summaries of Shares, are accurate in all material respects.

13. The choice of the Foreign Laws as the governing law of the Agreement is a valid choice of law and would be recognised and given effect to in any action brought before a court of competent jurisdiction in Bermuda, except for those laws (i) which such court considers to be procedural in nature; (ii) which are revenue or penal laws or (iii) the application of which would be inconsistent with public policy, as such term is interpreted under the laws of Bermuda. The submission in the Agreement to the jurisdiction of the respective Foreign Courts is valid and binding upon the Company. The appointment of an agent for service of process pursuant to the Agreement is valid and binding upon the Company.

14. The courts of Bermuda would recognise as a valid judgment, a final and conclusive judgment *in personam* obtained in the respective Foreign Courts against the Company based upon the Agreement under which a sum of money is payable (other than a sum of money payable in respect of multiple damages, taxes or other charges of a like nature or in respect of a fine or other penalty) and would give a judgment based thereon provided that (a) such courts had proper jurisdiction over the parties subject to such judgment; (b) such courts did not contravene the rules of natural justice of Bermuda; (c) such judgment was not obtained by fraud; (d) the enforcement of the judgment would not be contrary to the public policy of Bermuda; (e) no new admissible evidence relevant to the action is submitted prior to the rendering of the judgment by the courts of Bermuda; and (f) there is due compliance with the correct procedures under the laws of Bermuda.

15. The transactions contemplated by the Agreement are not subject to any currency deposit or reserve requirements in Bermuda. The Company has been designated as non-resident of Bermuda for the purposes of the Exchange Control Act 1972 and, as such, is free to acquire, hold and sell foreign currency and securities without restriction.

16. Based solely upon a search of the Cause Book of the Supreme Court of Bermuda conducted at [TIME] on [•] 2018 (which would not reveal details of proceedings which have been filed but not actually entered in the Cause Book at the time of our search), there are no judgments against the Company, nor any legal or governmental proceedings pending in Bermuda to which the Company is subject.

17. Based solely on a search of the public records in respect of the Company maintained at the offices of the Registrar of Companies at [TIME] on [•] 2018 (which would not reveal details of matters which have not been lodged for registration or have been lodged for registration but not actually registered at the time of our search) and a search of the Cause Book of the Supreme Court of Bermuda conducted at [TIME] on [•] 2018 (which would not reveal details of proceedings which have been filed but not actually entered in the Cause Book at the time of our search), no details have been registered of any steps taken in Bermuda for the appointment of a receiver or liquidator to, or for the winding-up, dissolution, reconstruction or reorganisation of, the Company, though it should be noted that the public files maintained by the Registrar of Companies do not reveal whether a winding-up petition or application to the Court for the appointment of

a receiver has been presented and entries in the Cause Book may not specify the nature of the relevant proceedings.

18. The Company is not entitled to any immunity under the laws of Bermuda, whether characterised as sovereign immunity or otherwise, from any legal proceedings to enforce the Agreement in respect of itself or its property.

19. 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 the Company or by its shareholders in respect of its shares. The Company 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 31 March 2035, be applicable to the Company 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 the Company in respect of real property owned or leased by the Company in Bermuda.

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Section 4: EX-3.1 (EX-3.1)

Exhibit 3.1

CERTIFICATE OF DESIGNATIONS

OF

6.00% MANDATORY CONVERTIBLE PREFERRED SHARES, SERIES A

OF

NABORS INDUSTRIES LTD.

Nabors Industries Ltd., an exempted company limited by shares incorporated under the laws of Bermuda (the "**Company**"), CERTIFIES that pursuant to resolutions of the board of directors (the "**Board of Directors**") of the Company adopted on May 4, 2018 and May 9, 2018, respectively and pursuant to authority delegated by the Board of Directors, the creation of the series of 6.00% Mandatory Convertible Preferred Shares, Series A, US$0.001 par value per share, US$50.00 liquidation preference per share (the "**Series A Preferred Shares**"), was authorized and the designation, preferences and privileges, voting rights, relative, participating, optional and other rights, and qualifications, limitations and restrictions of the Series A Preferred Shares, in addition to those set forth in the Bye-Laws (as amended, restated, supplemented, altered or modified from time to time, the "**Bye-Laws**") of the Company, were fixed as follows:

Section 1. *Designation*. The distinctive serial designation of the Series A Preferred Shares is "6.00% Mandatory Convertible Preferred Shares, Series A." Each share of the Series A Preferred Shares shall be identical in all respects to every other Series A Preferred Share.

Section 2. *Number of Shares*. The number of Series A Preferred Shares shall initially be 5,750,000. The Company may from time to time elect to issue additional Series A Preferred Shares, and all the additional shares so issued shall be a part of, and form a single series with, the Series A Preferred Shares initially authorized hereby.

Series A Preferred Shares that are purchased or otherwise acquired by the Company shall be cancelled.

Section 3. *Definitions*. As used herein with respect to Series A Preferred Shares:

"**Additional Amounts**" has the meaning specified in Section 6(a).

"**ADRs**" has the meaning specified in Section 13(e).

"**Agent Members**" has the meaning specified in Section 27(b).

"**Annual Dividend Rate**" has the meaning specified in Section 4(a).

"**Applicable Market Value**" of the Common Shares means, except as provided in Section 13(e), the Average VWAP per Common Share over the Final Averaging Period.

"**Average VWAP**" means for any period, the average of the VWAPs for each Trading Day in such period.

"**Board of Directors**" has the meaning specified in the recital hereto and, except as such term is used in Section 19, shall include any authorized committee of such Board of Directors.

"**Business Day**" means a day that is a Monday, Tuesday, Wednesday, Thursday or Friday and is not a day on which banking institutions in New York City generally are authorized or obligated by law or executive order to close.

"**Bye-Laws**" has the meaning specified in the recital hereto.

"**Capital Stock**" means, for any entity, any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) stock issued by that entity.

"**Certificate of Designations**" means this Certificate of Designations relating to the Series A Preferred Shares, as it may be amended, restated, supplemented, altered or modified from time to time.

"**Certificated Series A Preferred Share**" has the meaning specified in Section 27(d).

"**Change in Control**" means the occurrence of any of the following events:

(i) any person or group, other than the Company, its Subsidiaries or any employee benefits plan of the Company or its Subsidiaries, files a Schedule 13D or Schedule TO (or any successor schedule, form or report) pursuant to the Exchange Act, disclosing that such person or group has become the beneficial owner of shares with a majority of total voting power of the Common Shares; unless such beneficial ownership (a) arises solely as a result of a revocable proxy delivered in response to a proxy or consent solicitation made pursuant to the applicable rules and regulations under the Exchange Act, and (b) is not also then reportable on Schedule 13D (or any successor schedule) under the Exchange Act;

(ii) the Company consolidates with, amalgamates or merges with or into another person (other than one of the Company's Subsidiaries), or sells, conveys, transfers or leases all or substantially all of its properties and assets to any person (other than one of the Company's Subsidiaries) or any person (other than one of the Company's Subsidiaries) consolidates with or merges with or into the Company, and (except in the case of any such sale, conveyance, transfer or lease) the issued and outstanding Common Shares are reclassified into, converted for or converted into the right to receive any other property or security; or

(iii) the first day on which the majority of the members of the Board of Directors cease to be Continuing Directors.

For purposes of this definition of "Change in Control":

(v) "Continuing Director" means, as of any date of determination, any member of the Board of Directors who: (1) was a member of the Board of Directors (a) on the Issue Date or (b) for at least two consecutive years; or (2) was nominated for election,

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elected or appointed to the Board of Directors with the approval of a majority of the Continuing Directors who were members of the Board of Directors at the time of such nomination, election or appointment (either by a specific vote or by approval of the Company's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

(w) the term "person" and the term "group" have the meanings given by Section 13(d) and 14(d) of the Exchange Act or any successor provisions;

(x) the term "group" includes any group acting for the purpose of acquiring, holding or disposing of securities within the meaning of Rule 13d-5(b)(1) under the Exchange Act or any successor provision;

(y) the term "beneficial owner" is determined in accordance with Rules 13d-3 and 13d-5 under the Exchange Act or any

successor provisions, except that a person will be deemed to have beneficial ownership of all shares that person has the right to acquire irrespective of whether that right is exercisable immediately or only after the passage of time; and

(z) the phrase "and shall include any authorized committee of such Board of Directors" shall be deemed to be deleted from the definition of "Board of Directors".

Notwithstanding the foregoing, it shall not constitute a Change in Control if at least 90% of the consideration for the Common Shares (excluding cash payments for fractional shares and cash payments made in respect of dissenters' appraisal rights) in the transaction or transactions constituting the Change in Control consists of common stock or common shares traded on a United States national securities exchange or approved for quotation on the New York Stock Exchange, NYSE MKT LLC, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market (or any of their respective successors), or which will be so traded or quoted when exchanged in connection with the Change in Control transaction, and as a result of such transaction or transactions the Series A Preferred Shares become convertible or exchangeable solely into such common stock or common shares.

If any transaction in which the Common Shares are replaced by the securities of another entity occurs, following completion of the related Fundamental Change Conversion Period, references to the Company in this definition of "Change in Control" shall instead be references to such other entity.

"**Clause A Distribution**" has the meaning specified in Section 13(a)(iii).

"**Clause B Distribution**" has the meaning specified in Section 13(a)(iii).

"**Clause C Distribution**" has the meaning specified in Section 13(a)(iii).

"**close of business**" means 5:00 p.m. (New York City time).

"**Common Shares**" means the common shares, par value US$0.001 per share, of the Company.

"**Companies Act**" means the Companies Act 1981 of Bermuda, as amended from time to time.

"**Company**" has the meaning specified in the recital hereto.

"**Conversion Agent**" means the Transfer Agent.

"**Conversion Date**" has the meaning specified in Section 12(c).

"**Conversion Rate**" means, subject to adjustment pursuant to Section 13:

(i) if the Applicable Market Value of the Common Shares is greater than US$9.30 (the "**Threshold Appreciation Price**"), then the Conversion Rate shall be 5.3763 Common Shares per Series A Preferred Share (the "**Minimum Conversion Rate**");

(ii) if the Applicable Market Value of the Common Shares is less than or equal to the Threshold Appreciation Price but greater than or equal to US$7.75 (the "**Initial Price**"), then the Conversion Rate shall be US$50, *divided by* the Applicable Market Value of the Common Shares; or

(iii) if the Applicable Market Value of the Common Shares is less than the Initial Price, then the Conversion Rate shall be 6.4516 Common Shares per Series A Preferred Share (the "**Maximum Conversion Rate**").

"**Current Market Price**" of the Common Shares on any day means the Average VWAP per Common Share for the 10 consecutive Trading Day period ending on the earlier of the day in question and the day before the ex-date or other specified date with respect to the issuance or distribution requiring such computation, appropriately adjusted to take into account the occurrence during such period of any event described in clauses (a)(i) through (a)(v) of Section 13.

"**Depositary**" has the meaning specified in Section 27(a).

"**Dividend Payment Date**" means, if declared, February 1, May 1, August 1 and November 1 of each year, commencing on August 1, 2018 and ending on May 1, 2021.

"**Dividend Period**" means the period commencing on, and including, a Dividend Payment Date (or if no Dividend Payment Date has occurred, commencing on, and including, the Issue Date), and ending on, and including, the day immediately preceding the next succeeding Dividend Payment Date.

"**Dividend Reference Period**" means (i) in the case of a payment of dividends on any Dividend Payment Date (other than the Mandatory Conversion Date), the five consecutive Trading Days beginning on, and including, the sixth Scheduled Trading Day immediately preceding the relevant Dividend Payment Date; (ii) in the case of a payment of dividends upon a conversion on the Mandatory Conversion Date, the five consecutive Trading Days beginning on, and including, the sixth Scheduled Trading Day immediately preceding the Mandatory Conversion Date;

(iii) in the case of a payment of dividends upon an Optional Conversion, the

five consecutive Trading Days commencing on, and including, the third Trading Day immediately following the date on which the Company receives a notice of conversion from the Holder; (iv) in the case of a payment of dividends upon a Fundamental Change Conversion, the five consecutive Trading Days beginning on, and including, the fifth Scheduled Trading Day immediately preceding the Effective Date for the relevant Fundamental Change; and (v) in the case of a payment of dividends upon a Tax Event Conversion, the five consecutive Trading Day period beginning on, and including, the second Trading Day immediately following the date on which the Tax Event Conversion Notice is sent to Holders.

"**DTC**" means The Depository Trust Company.

"**Effective Date**" means, with respect to a Fundamental Change, the date upon which a Fundamental Change becomes effective.

"**Ex-date**" means the first date on which the Common Shares trade on the applicable exchange or in the applicable market, regular way, without the right to receive the issuance or distribution in question from the Company or, if applicable, from the seller of the Common Shares (in the form of due bills or otherwise) as determined by such exchange or market.

"**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

"**Exchange Property**" has the meaning specified in Section 13(e).

"**Expiration Date**" has the meaning specified in Section 13(a)(v).

"**Expiration Time**" has the meaning specified in Section 13(a)(v).

"**FATCA**" has the meaning specified in Section 6(b)(vi).

"**Final Averaging Period**" means the 20 consecutive Trading Day period beginning on, and including, the 21st Scheduled Trading Day immediately preceding May 1, 2021.

"**Fixed Conversion Rates**" means, collectively, the Maximum Conversion Rate and the Minimum Conversion Rate.

"**Fundamental Change**" means (1) the occurrence of a Change in Control or (2) the Common Shares (or other common shares underlying the Series A Preferred Shares) cease to be listed or quoted on the New York Stock Exchange, NYSE MKT LLC, The NASDAQ Global Select Market, The NASDAQ Global Market or The NASDAQ Capital Market (or any of their respective successors).

"**Fundamental Change Company Notice**" has the meaning specified in Section 10(b).

"**Fundamental Change Conversion**" has the meaning specified in Section 10(a).

"**Fundamental Change Conversion Date**" has the meaning specified in Section 12(b).

"**Fundamental Change Conversion Period**" has the meaning specified in Section 10(a).

"**Fundamental Change Conversion Rate**" means, for any Fundamental Change Conversion, a number of Common Shares (or, if applicable, units of Exchange Property) determined using the table below based on the applicable Effective Date and Share Price for such Fundamental Change, as described below:

	Share Price															
Effective Date	**$2.00**	**$3.00**	**$4.00**	**$5.00**	**$6.00**	**$7.75**	**$8.25**	**$8.75**	**$9.30**	**$10.00**	**$11.00**	**$12.50**	**$15.00**	**$20.00**	**$35.00**	**$50.00**
May 14, 2018	10.3993	8.9097	8.0787	7.5297	7.1382	6.6756	6.5782	6.4921	6.4085	6.3162	6.2064	6.0786	5.9303	5.7608	5.5701	5.4995
May 1, 2019	9.2174	8.1994	7.6000	7.1699	6.8406	6.4296	6.3411	6.2629	6.1871	6.1039	6.0064	5.8958	5.7735	5.6444	5.5110	5.4623
May 1, 2020	7.8834	7.3881	7.0906	6.8300	6.5774	6.1918	6.1020	6.0221	5.9452	5.8626	5.7702	5.6745	5.5851	5.5116	5.4457	5.4209
May 1, 2021	6.4516	6.4516	6.4516	6.4516	6.4516	6.4516	6.0606	5.7143	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763	5.3763

The Share Prices set forth in the first row of the table (i.e., the column headers) will be adjusted as of any date on which the Fixed Conversion Rates are adjusted. The adjusted Share Prices will equal the Share Prices applicable immediately prior to such adjustment multiplied by a fraction, the numerator of which is the Minimum Conversion Rate immediately prior to the adjustment giving rise to the Share Price adjustment and the denominator of which is the Minimum Conversion Rate as so adjusted. Each of the Fundamental Change Conversion Rates in the table will be subject to adjustment in the same manner as each Fixed Conversion Rate pursuant to Section 13.

The exact Share Price and Effective Date may not be set forth on the table above, in which case:

(i) if the Share Price is between two Share Prices on the table or the Effective Date is between two Effective Dates on the table, the Fundamental Change Conversion Rate will be determined by straight-line interpolation between the Fundamental Change Conversion

Rates set forth for the higher and lower Share Prices and the earlier and later Effective Dates, as applicable, based on a 365-day year;

(ii) if the Share Price is in excess of US$50.00 per share (subject to adjustment in the same manner as the Share Prices set forth in the column headings of the table above pursuant to the immediately preceding paragraph), then the Fundamental Change Conversion Rate will be the Minimum Conversion Rate, subject to adjustment pursuant to Section 13; and

(iii) if the Share Price is less than US$2.00 per share (subject to adjustment in the same manner as the Share Prices set forth in the column headings of the table above pursuant to the immediately preceding paragraph) (the "**Minimum Share Price**"), then the Fundamental Change Conversion Rate will be determined (a) as if the Share Price equaled the Minimum Share Price and (b) if the Effective Date is between two Effective Dates on the table, using straight-line interpolation.

"**Global Preferred Shares**" has the meaning specified in Section 27(a).

"**Holder**" means the Person in whose name the Series A Preferred Shares are registered, which may be treated by the Company and the Transfer Agent as the absolute owner of the

Series A Preferred Shares for all purposes, including, without limitation, for purposes of making payment and settling conversions to the fullest extent permitted by law.

"**Initial Price**" has the meaning set forth in the definition of Conversion Rate.

"**Issue Date**" means May 14, 2018, which is the first date of original issuance of the Series A Preferred Shares.

"**Junior Shares**" means the Common Shares, and any other class or series of shares of the Company that ranks junior to the Series A Preferred Shares either as to the payment of dividends or as to the distribution of assets upon any liquidation, dissolution or winding-up of the Company.

"**Liquidation Distribution**" has the meaning specified in Section 7(b).

"**Liquidation Preference**" has the meaning specified in Section 7(a).

"**Mandatory Conversion**" means a conversion pursuant to Section 8(a).

"**Mandatory Conversion Date**" means the second Business Day immediately following the last Trading Day of the Final Averaging Period.

"**Market Disruption Event**" means any of the following events that has occurred: (i) any suspension of, or limitation imposed on, trading by the relevant exchange or quotation system during any period or periods aggregating one half-hour or longer and whether by reason of movements in price exceeding limits permitted by the relevant exchange or quotation system or otherwise relating to the Common Shares (or any other security into which the Series A Preferred Shares become convertible in connection with any Reorganization Event) or in futures or options contracts relating to the Common Shares (or such other security) on the relevant exchange or quotation system; (ii) any event (other than a failure to open or a closure as described below) that disrupts or impairs the ability of market participants during any period or periods aggregating one half-hour or longer in general to effect transactions in, or obtain market values for, the Common Shares (or any other security into which the Series A Preferred Shares become convertible in connection with any Reorganization Event) on the relevant exchange or quotation system or futures or options contracts relating to the Common Shares (or such other security) on any relevant exchange or quotation system; or (iii) the failure to open of the exchange or quotation system on which futures or options contracts relating to the Common Shares (or any other security into which the Series A Preferred Shares become convertible in connection with any Reorganization Event) are traded or the closure of such exchange or quotation system prior to its respective scheduled closing time for the regular trading session on such day (without regard to after-hours or other trading outside the regular trading session hours) unless such earlier closing time is announced by such exchange or quotation system at least one hour prior to the earlier of the actual closing time for the regular trading session on such day and the submission deadline for orders to be entered into such exchange or quotation system for execution at the actual closing time on such day.

"**Maximum Conversion Rate**" has the meaning set forth in the definition of Conversion Rate.

"**Minimum Conversion Rate**" has the meaning set forth in the definition of Conversion Rate.

"**Minimum Share Price"** has the meaning set forth in the definition of Fundamental Change Conversion Rate.

"**Nonpayment Event**" has the meaning specified in Section 19(b).

"**Officer**" means the Chairman of the Board of Directors, the Chief Executive Officer, the Chief Financial Officer, the President or the Corporate Secretary of the Company.

"**Officer's Certificate**" means a certificate of the Company, signed by a duly authorized Officer.

"**open of business**" means 9:00 a.m. (New York City time).

"**Optional Conversion**" has the meaning specified in Section 9(a).

"**Optional Conversion Date**" has the meaning specified in Section 12(a).

"**Parity Shares**" means any other class or series of shares of the Company that ranks equally with the Series A Preferred Shares with respect to both (a) the payment of dividends and (b) the distribution of assets upon a liquidation, dissolution or winding-up of the Company.

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

"**Preferred Shares**" means any and all series of preferred shares of the Company, including the Series A Preferred Shares established hereby.

"**Preferred Shares Directors**" has the meaning specified in Section 19(b).

"**Prospectus Supplement**" means the preliminary prospectus supplement, dated May 9, 2018, to the prospectus, dated February 2, 2018, of the Company relating to the offer and sale of the Series A Preferred Shares, as supplemented, modified or amended by the related pricing term sheet.

"**Purchased Shares**" has the meaning specified in Section 13(a)(v).

"**Record Date**" means, for purpose of a Conversion Rate adjustment pursuant to Section 13, with respect to any dividend, distribution or other transaction or event in which the holders of the Common Shares (or other applicable security) have the right to receive any cash, securities or other property or in which the Common Shares (or other applicable security) are exchanged for or converted into any combination of cash, securities or other property, the date fixed for determination of holders of the Common Shares (or other applicable security) entitled to receive such cash, securities or other property (whether such date is fixed by the Board of Directors or by statute, contract or otherwise).

"**Record Holders**" means, as to any day, the Holders of record of the Series A Preferred Shares as they appear on the share register of the Company at the close of business on such day.

"**Registrar**" means the Transfer Agent.

"**Regular Record Date**" means, with respect to payments of dividends on the Series A Preferred Shares, the 15th calendar day of the month immediately preceding the month in which the relevant Dividend Payment Date falls, or such other record date fixed by the Board of Directors or any duly authorized committee thereof that is not more than 60 nor less than 10 days prior to such Dividend Payment Date but only to the extent a dividend has been declared to be payable on such Dividend Payment Date.

"**Relevant Date**" means, in respect of any payment or delivery, the date on which such payment or delivery, as applicable, first becomes due and payable or deliverable, as the case may be, but if the full amount of the moneys payable or the full number of Common Shares deliverable, as the case may be, have not been received by the Transfer Agent on or prior to such due date, it means the first date on which, the full amount of such moneys or the full number of Common Shares, as the case may be, having been so received and being available for payment or delivery, as applicable, to Holders, notice to that effect shall have been duly given to the Holders.

"**Reorganization Event**" has the meaning specified in Section 13(e).

"**Scheduled Trading Day**" means a day that is scheduled to be a Trading Day, except that if the Common Shares are not listed on a national securities exchange, "**Scheduled Trading Day**" means a Business Day.

"**Series A Preferred Shares**" has the meaning specified in the recital hereto.

"**Share Cap**" has the meaning specified in Section 5(e).

"**Share Dilution Amount**" means the increase in the number of diluted Common Shares issued and outstanding (determined in accordance with generally accepted accounting principles in the United States of America, and as measured from the Issue Date) resulting from the grant, vesting or exercise of equity-based compensation to directors, employees and agents of the Company and equitably adjusted for any share split, share dividend, reverse share split, reclassification or similar transaction.

"**Share Price**" means (i) in the case of a Fundamental Change described in clause (ii) of the definition of Change in Control in which all holders of the Common Shares receive only cash in the Change of Control, the cash amount paid per Common Share; and (ii) in the case of any other Fundamental Change, the Average VWAP per Common Share over the 10 Trading Day period ending on, and including, the Trading Day immediately preceding the Effective Date for such Fundamental Change.

"**Shelf Registration Statement**" means a shelf registration statement filed with the Securities and Exchange Commission in connection with the issuance of or resales of Common Shares issued as payment of a dividend on the Series A Preferred Shares, including dividends paid in

connection with a conversion of the Series A Preferred Shares.

"**Spin-Off**" has the meaning specified in Section 13(a)(iii).

"**Subsidiary**" of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of the Voting Stock is at the time owned or controlled, directly or indirectly, by (i) such Person, (ii) such Person and one or more Subsidiaries of such Person or (iii) one or more Subsidiaries of such Person.

"**Tax Event**" has the meaning specified in Section 11(a).

"**Tax Event Conversion**" has the meaning specified in Section 11(a).

"**Tax Event Conversion Date**" has the meaning specified in Section 11(b).

"**Tax Event Conversion Notice**" has the meaning specified in Section 11(b).

"**Tax Event Conversion Rate**" has the meaning specified in Section 11(a).

"**Taxing Jurisdiction**" has the meaning specified in Section 6(a).

"**Threshold Appreciation Price**" has the meaning set forth in the definition of Conversion Rate.

"**Trading Day**" means any day on which (i) there is no Market Disruption Event and (ii) the New York Stock Exchange is open for trading, or, if the Common Shares (or any other security into which the Series A Preferred Shares become convertible or exchangeable in connection with any Reorganization Event) are not listed on the New York Stock Exchange, any day on which the principal national securities exchange on which the Common Shares (or such other security) are listed is open for trading, or, if the Common Shares (or such other security) are not listed on a national securities exchange, any Business Day. A "**Trading Day**" only includes those days that have a scheduled closing time of 4:00 p.m. (New York City time) or the then standard closing time for regular trading on the relevant exchange or trading system.

"**Transfer Agent**" means Computershare Trust Company, N.A. or any successor transfer agent appoint pursuant to Section 26.

"**Trigger Event**" has the meaning specified in Section 13(a)(iii).

"**unit of Exchange Property**" has the meaning specified in Section 13(e).

"**Voting Preferred Shares**" means, with regard to any election or removal of a Preferred Shares Director or any other matter as to which the holders of Series A Preferred Shares are entitled to vote as specified in Section 19, any and all series of Parity Shares upon which like voting rights have been conferred and are exercisable with respect to such matter.

"**Voting Stock**" of any Person means Capital Stock of such Person which ordinarily has voting power for the election of directors (or persons performing similar functions) of such Person, whether at all times or only so long as no senior class of securities has such voting power by reason of any contingency.

"**VWAP**" per Common Share (or any other security for which a VWAP must be determined) on any Trading Day means such price as displayed under the heading "Bloomberg VWAP" on Bloomberg (or any successor service) page NBR <Equity> AQR (or its equivalent successor if such page is not available) or, in the case of such other security, the per share volume-weighted average price as displayed on the Bloomberg page with respect to such security, in each case, in respect of the period from the scheduled open to 4:00 p.m., New York City time, on such Trading Day; or, if such price is not available, the VWAP means the market value per Common Share (or such other security) on such Trading Day, as determined using a volume-weighted average method, by a nationally recognized independent investment banking firm retained by the Company for this purpose.

Section 4. *Dividends.*

(a) Holders of issued and outstanding Series A Preferred Shares shall be entitled to receive, when, as and if declared by the Board of Directors out of funds of the Company lawfully available therefor, cumulative dividends at the rate per annum of 6.00% per share on the Liquidation Preference (the "**Annual Dividend Rate**") (equivalent to US$3.00 per annum per share), payable quarterly on each Dividend Payment Date through May 1, 2021, commencing on August 1, 2018, in cash, Common Shares or a combination thereof in accordance with Section 5. Dividends shall accumulate from the most recent date as to which dividends shall have been paid or, if no dividends have been paid, from the Issue Date, whether or not in any Dividend Period(s) there have been funds of the Company lawfully available for the payment of such dividends and shall accumulate, whether or not earned or declared, from and after the Issue Date. Dividends will be payable on a Dividend Payment Date to Holders that are Record Holders as of the Regular Record Date with respect to such Dividend Payment Date, but only to the extent a dividend has been declared to be payable on such Dividend Payment Date, except that dividends payable on the Mandatory Conversion Date will be payable to the Holders presenting the Series A Preferred Shares for conversion on the Mandatory Conversion Date. If any Dividend Payment Date is not a Business Day,

the dividend payable on such date shall be paid on the next Business Day without any adjustment, interest, additional dividends or other penalty in respect of such delay. Accumulations of dividends on Series A Preferred Shares shall not bear interest or additional dividends. The amount of dividends payable on each Series A Preferred Share for each full Dividend Period shall be computed by dividing the Annual Dividend Rate by four. Dividends payable for any period other than a full Dividend Period (based on the number of days elapsed during such Dividend Period) shall be computed on the basis of days elapsed over a 360-day year consisting of twelve 30-day months.

(b) No dividend shall be declared or paid upon, or any sum set apart for the payment of dividends upon, any issued and outstanding Series A Preferred Shares with respect to any Dividend Period unless all dividends for all preceding Dividend Periods shall have been declared and paid or declared and a sufficient sum has been set apart for the payment of such dividends, upon all issued and outstanding Series A Preferred Shares.

(c) So long as any Series A Preferred Shares remain issued and outstanding for any Dividend Period, no dividend or distribution shall be declared or paid on the Common Shares or any other Junior Shares (other than dividends payable solely in Junior Shares), and no Common Shares or Junior Shares shall be, directly or indirectly, purchased, redeemed or otherwise

acquired for consideration by the Company (other than (x) as a result of the reclassification of Junior Shares for or into other Junior Shares, or the exchange or conversion of one Junior Share for or into another Junior Share or (y) through the use of the proceeds of a substantially contemporaneous sale of Junior Shares, in each case, as permitted by the Bye-Laws in effect on the Issue Date) unless all accumulated and unpaid dividends for the latest completed Dividend Period, on all issued and outstanding Series A Preferred Shares and Parity Shares have been or are contemporaneously declared and paid in full (or have been declared and a sum sufficient for the payment thereof has been set aside for the benefit of the holders of the Series A Preferred Shares or Parity Shares, as the case may be, on the applicable Regular Record Date or the applicable record date for such Parity Shares, as applicable).

The foregoing limitation shall also not apply to: (i) purchases, redemptions or other acquisitions of Common Shares or other Junior Shares in connection with the administration of any benefit or other incentive plan, including any employment contract, in the ordinary course of business (including purchases to offset the Share Dilution Amount pursuant to a publicly announced repurchase plan or acquisitions of Common Shares deemed surrendered in connection with the exercise of stock options) (*provided* that any purchases to offset the Share Dilution Amount shall in no event exceed the Share Dilution Amount); (ii) any dividends or distributions of rights in connection with a shareholders' rights plan or any redemption or repurchase of rights pursuant to any shareholders' rights plan; or (iii) the deemed purchase or acquisition of fractional interests of Common Shares or Junior Shares pursuant to the conversion or exchange provisions of such shares or the security being converted or exchanged.

(d) When dividends are not paid (or duly provided for) in full on any Dividend Payment Date (or, in the case of Parity Shares having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) upon the Series A Preferred Shares and any Parity Shares, all dividends declared by the Board of Directors or a duly authorized committee of the Board of Directors upon the Series A Preferred Shares and all such Parity Shares and payable on such Dividend Payment Date (or, in the case of Parity Shares having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) shall be declared by the Board of Directors or such committee pro rata so that the respective amounts of such dividends shall bear the same ratio to each other as all unpaid dividends per Series A Preferred Share and all Parity Shares payable on such Dividend Payment Date (or, in the case of Parity Shares having dividend payment dates different from the Dividend Payment Dates, on a dividend payment date falling within the Dividend Period related to such Dividend Payment Date) bear to each other. Subject to the foregoing, and not otherwise, such dividends (payable in cash, securities or other property) as may be determined by the Board of Directors may be declared and paid on any securities of the Company, including Common Shares and other Junior Shares, from time to time out of any funds lawfully available for such payment, and Holders shall not be entitled to participate in any such dividends.

(e) The Company shall not declare or pay a dividend if the Company has reasonable grounds for believing that (i) the Company is or, after giving effect to such payment, would be, unable to pay its liabilities as they become due or (ii) the realizable value of the Company's assets would thereby be less than the aggregate of the Company's liabilities.

(f) To the extent that the Company, in its reasonable judgment, determines that a Shelf Registration Statement is required in connection with the issuance of, or for resales of, Common Shares issued as payment of a dividend, including dividends paid in connection with a conversion of the Series A Preferred Shares, the Company shall, to the extent such a Shelf Registration Statement is not currently filed and effective, use commercially reasonable efforts to file and maintain the effectiveness of such a Shelf Registration Statement until the earlier of such time as all such Common Shares have been resold thereunder and such time as all such Common Shares are freely tradable without registration by Holders other than the Company's affiliates (as such term is defined under the Securities Act of 1933, as amended) or Holders that have been affiliates of the Company during the three months immediately preceding. To the extent applicable, the Company shall also use commercially reasonable efforts to have such Common Shares qualified or registered under applicable state securities laws, if required, and approved for listing on the New York Stock Exchange (or if the Common Shares are not then listed on the New York Stock Exchange, on the principal other U.S. national or regional securities exchange on which the Common Shares are then listed).

Section 5. *Method of Payment of Dividends*

(a) [*Reserved*]

(b) All dividends (or any portion of any dividend) on the Series A Preferred Shares, including accumulated and unpaid dividends and dividends payable upon a Mandatory Conversion, an Optional Conversion, a Fundamental Change Conversion or a Tax Event Conversion, may, in the Company's sole discretion, be paid:

(i) in cash;

(ii) by delivery of Common Shares (subject to the Share Cap); or

(iii) through payment or delivery, as the case may be, of any combination of cash and Common Shares (subject to the Share Cap).

provided that in the case of a Fundamental Change Conversion that is a Reorganization Event, dividends otherwise payable in Common Shares may be paid by delivery of units of Exchange Property in accordance with Section 13(e); and *provided further* that if the Board of Directors may not lawfully authorize payment of all or any portion of such accumulated and unpaid dividends in cash, it shall authorize payment of such dividends in Common Shares or units of Exchange Property, as the case may be, if lawfully permitted to do so.

(c) If the Company elects to pay any dividend or portion thereof in Common Shares, such shares shall be valued for such purpose at 97% of the Average VWAP per Common Share for the five Trading Days of the relevant Dividend Reference Period. If the Company elects to pay any dividend or portion thereof in units of Exchange Property, the value of such units shall be determined in accordance with Section 13(e).

(d) If the Company elects to pay any dividend or portion thereof in Shares or, if applicable, units of Exchange Property:

(i) in the case of a payment of dividends on a Dividend Payment Date (other than the Mandatory Conversion Date), the Company shall give the Holders notice of any such election and the portion of such payment that will be made in Common Shares no later than 10 Scheduled Trading Days prior to the Relevant Dividend Payment Date, and the Company shall deliver Common Shares and pay cash, if applicable, in respect of such payment on such Dividend Payment Date (or, if later, the Business Day immediately following the last Trading Day of the relevant Dividend Period used to determine the number and value of Common Shares to be delivered in respect of such dividend);

(ii) in the case of a payment of dividends upon a Mandatory Conversion, the Company shall give the Holders notice of any such election and the portion of such payment that will be made in Common Shares no later than 10 Scheduled Trading Days prior to the Mandatory Conversion Date, and the Company shall deliver Common Shares and pay cash, if applicable, in respect of such payment on the Mandatory Conversion Date;

(iii) in the case of a payment of dividends upon an Optional Conversion, the Company shall give each converting Holder notice of any such election and the portion of such payment that will be made in Common Shares no later than two Trading Days after the Company receives notice of conversion from such Holder, and the Company shall deliver Common Shares and pay cash, if applicable, in respect of such payment no later than the ninth Trading Day after the applicable Optional Conversion Date, subject to the provisions for accumulated dividends as set forth in Section 9(b); and

(iv) in the case of a payment of dividends upon a Fundamental Change Conversion, the Company shall give each converting Holder notice of any such election and the portion of such payment that will be made in Common Shares or units of Exchange Property, as the case may be, in the Fundamental Change Company Notice, and the Company shall deliver Common Shares or units of Exchange Property, as the case may be, and pay cash, if applicable, in respect of such payment, on the second Business Day immediately following the relevant Fundamental Change Conversion Date (or, if later, the Business Day immediately following the last Trading Day of the relevant Dividend Reference Period used to determine the number and value of Common Shares to be delivered in respect of such dividend); and

(v) in the case of a payment of dividends upon a Tax Event Conversion, the Company shall give each converting Holder notice of any such election and the portion of such payment that will be made in Common Shares in the Tax Event Conversion Notice, and the Company shall deliver Common Shares, and pay cash, if applicable, in respect of such payment on the Tax Event Conversion Date.

If the Company does not provide notice of its election to pay any dividend, or a portion thereof, on any Dividend Payment Date (other than the Mandatory Conversion Date) or upon the conversion of the Series A Preferred Shares pursuant to this Section 5(d) through delivery of Common Shares or units of Exchange Property, as the case may be, or, in connection with a Fundamental Change Conversion, if the Company provides the Fundamental Change Company

Notice later than the sixth Scheduled Trading Day prior to the Effective Date of the related Fundamental Change, the Company shall pay such dividend entirely in cash.

(e) The aggregate number of Common Shares delivered in respect of dividends per Series A Preferred Share shall in no event exceed the Maximum Conversion Rate, subject to adjustment in the same manner as each Fixed Conversion Rate pursuant to Section 13 (the "**Share Cap**"). To the extent that the Company elects to pay any accumulated and unpaid dividends, in whole or in part, by delivering Common Shares,

and the Share Cap results in the Company delivering fewer Common Shares than it would have been required to deliver in the absence of the Share Cap, the Company shall, if it is legally able to do so, pay cash in respect of the deficit amount resulting from application of the Share Cap (except in the case of dividends payable upon an Optional Conversion).

Section 6. *Payment of Additional Amounts*.

(a) The Company will make all payments and deliveries on the Series A Preferred Shares free and clear of and without withholding or deduction at source for, or on account of, any present or future taxes, fees, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of Bermuda or any other jurisdiction in which the Company is organized or resident for tax purposes, or through which the Company or the Transfer Agent makes any payments or deliveries on the Series A Preferred Shares, or any political subdivision or taxing authority thereof or therein (any of which, a "**Taxing Jurisdiction**"), unless such taxes, fees, duties, assessments or governmental charges are required to be withheld or deducted by (i) the laws (or any regulations or rulings promulgated thereunder) of a Taxing Jurisdiction or any political subdivision or taxing authority thereof or therein or (ii) an official position regarding the application, administration, interpretation or enforcement of any such laws, regulations or rulings (including, without limitation, a holding by a court of competent jurisdiction or by a taxing authority in a Taxing Jurisdiction or any political subdivision thereof). If a withholding or deduction at source is required, the Company shall, subject to certain limitations and exceptions described below, pay or deliver, as the case may be, to the holders of the Series A Preferred Shares such additional amounts in cash or Common Shares, as applicable, as additional dividends as may be necessary so that every net payment or delivery, as the case may be, made to such holders, after the withholding or deduction, will not be less than the amount provided for herein to be then due and payable or deliverable, as the case may be (collectively, "**Additional Amounts**").

(b) The Company will not be required to pay or deliver any Additional Amounts for or on account of:

(i) any tax, fee, duty, assessment or governmental charge of whatever nature that would not have been imposed but for the existence of any present or former connection between the holder or beneficial owner and the relevant Taxing Jurisdiction (including, but not limited to, the fact that such holder or beneficial owner was a resident, citizen, domiciliary or national of, or engaged in business or maintained a permanent establishment or was physically present in, the relevant Taxing Jurisdiction or any political subdivision thereof or otherwise had some connection with the relevant Taxing

Jurisdiction) other than any connection arising solely from the mere ownership of, or receipt of payment or delivery under, such Series A Preferred Shares;

(ii) any tax, fee, duty, assessment or governmental charge of whatever nature that would not have been imposed but for the presentation of any Series A Preferred Shares for payment or delivery, as applicable, more than 30 days after the Relevant Date;

(iii) any estate, inheritance, gift, sale, transfer, personal property or similar tax, assessment or other governmental charge;

(iv) any tax, fee, assessment or other governmental charge that is payable otherwise than by withholding or deduction from payment or delivery in respect of the Series A Preferred Shares;

(v) any tax, fee, duty, assessment or other governmental charge that is imposed or withheld by reason of the failure by the holder or beneficial owner of such Series A Preferred Shares to comply with any reasonable request by the Company addressed to the holder within 30 days of such request (A) to provide information concerning the nationality, citizenship, residence or identity of the holder or the beneficial owner or (B) to make any declaration or other similar claim or satisfy any information or reporting requirement, which is required or imposed by statute, treaty, regulation or administrative practice of the relevant Taxing Jurisdiction or any political subdivision thereof as a precondition to exemption from all or part of such tax, fee, duty, assessment or other governmental charge;

(vi) any taxes imposed with respect to any withholding or deduction that is imposed in connection with Sections 1471-1474 of the Internal Revenue Code of 1986, as amended, and U.S. Treasury regulations thereunder ("**FATCA**"), any intergovernmental agreement between the United States and any other jurisdiction implementing or relating to FATCA or any non-U.S. law, regulation or guidance enacted or issued with respect thereto; or

(vii) any combination of clauses (i), (ii), (iii), (iv), (v) and (vi).

(c) In addition, the Company will not pay or deliver Additional Amounts with respect to any payment or delivery on any such Series A Preferred Shares to any holder of Series A Preferred Shares who is a fiduciary, partnership, limited liability company or other pass-thru entity other than the sole beneficial owner of such Series A Preferred Shares if such payment or delivery would be required by the laws of the relevant Taxing Jurisdiction (or any political subdivision or relevant taxing authority thereof or therein) to be included in the income for tax purposes of a beneficiary or partner or settlor with respect to such fiduciary or a member of such partnership, limited liability company or other pass-thru entity or a beneficial owner to the extent such beneficiary, partner or settlor would not have been entitled to such Additional Amounts had it been the holder of the Series A Preferred Shares.

(d) For the avoidance of doubt, the provisions set forth in this Section 6 shall apply to any payment and/or delivery due upon any Tax Event Conversion.

Section 7. *Liquidation Rights*.

(a) Upon any voluntary or involuntary liquidation, dissolution or winding-up of the Company, holders of Series A Preferred Shares and any Parity Shares shall be entitled to receive, out of the assets of the Company or proceeds thereof (whether capital or surplus) available for distribution to shareholders of the Company, after satisfaction of all liabilities and obligations to creditors of the Company, if any, and the liquidation preference of any of the Company's share capital ranking senior to the Series A Preferred Shares with respect to distribution of assets upon the Company's liquidation, dissolution or winding-up, if any, but before any distribution of such assets or proceeds is made to or set aside for the holders of Common Shares and any other Junior Shares as to such a distribution, a liquidating distribution in an amount equal to the "**Liquidation Preference**" of US$50.00 per Series A Preferred Share, plus any accumulated and unpaid dividends thereon, whether or not declared. If, in any such distribution, the Company's assets or proceeds thereof are not sufficient to pay the Liquidating Distribution to the Series A Preferred Shares and any Parity Shares, distributions will be made pro rata as to the Series A Preferred Shares and any Parity Shares but only to the extent the Company has assets available after satisfaction of all liabilities and obligations to creditors of the Company, if any, and the full liquidation preference of any of the Company's share capital ranking senior to the Series A Preferred Shares with respect to distribution of assets upon the Company's liquidation, dissolution or winding-up, if any. Holders of Series A Preferred Shares will not be entitled to any other amounts from the Company after they have received their full Liquidating Distribution.

(b) If, in any distribution described in Section 7(a) above, the assets of the Company or proceeds thereof are not sufficient to pay the Liquidation Preferences in full to all holders of Series A Preferred Shares and all holders of any Parity Shares, the amounts paid to the holders of Series A Preferred Shares and to the holders of all such other Parity Shares shall be paid pro rata in accordance with the respective aggregate Liquidation Preferences of the holders of Series A Preferred Shares and the liquidation preferences of the holders of all such other Parity Shares but only to the extent the Company has assets or proceeds thereof available after satisfaction of all liabilities to creditors and the claims of holders of any Preferred Shares ranking senior to the Series A Preferred Shares and such Parity Shares with respect to the distribution of assets upon any liquidation, dissolution or winding-up of the Company. In any such distribution, the "**Liquidating Distribution**" to any holder of Preferred Shares shall be the amount otherwise payable to such holder in such distribution (assuming no limitation on the assets of the Company available for such distribution), including any accumulated and unpaid dividends (whether or not declared) (and, in the case of any holder of Preferred Shares other than Series A Preferred Shares and on which dividends do not accrue on a cumulative basis, an amount equal to any declared and unpaid dividends).

(c) If the Liquidating Distributions has been paid in full to all holders of Series A Preferred Shares, the holders of other shares of the Company shall be entitled to receive all remaining assets of the Company (or proceeds thereof) according to their respective rights and preferences.

(d) For purposes of this Section 7, a consolidation, amalgamation, merger, arrangement, reincorporation, de-registration or reconstruction involving the Company or the

sale or transfer of all or substantially all of the shares or the property or business of the Company shall not be deemed to constitute a liquidation, dissolution or winding-up of the Company.

Section 8. *Mandatory Conversion on the Mandatory Conversion Date*.

(a) Each Series A Preferred Share, unless previously converted in an Optional Conversion, Fundamental Change Conversion or Tax Event Conversion, shall automatically convert on the Mandatory Conversion Date into a number of Common Shares equal to the Conversion Rate ("**Mandatory Conversion**").

(b) Each of the Fixed Conversion Rates, the Initial Price and the Threshold Appreciation Price shall be subject to adjustment in accordance with the provisions of Section 13.

(c) In addition to the delivery of Common Shares as set forth in Section 8(a), the Holders of Series A Preferred Shares on the Mandatory Conversion Date shall have the right to receive an amount equal to all accumulated and unpaid dividends on the Series A Preferred Shares (in cash, Common Shares or a combination thereof, at the Company's election and subject to the Share Cap, as provided in Section 5), whether or not declared prior to that date, for the then-current Dividend Period ending on May 1, 2021 and for all prior Dividend Periods, so long as the Company is lawfully permitted to pay such dividends at such time. To the extent that the Company elects to pay such accumulated and unpaid dividends, in whole or in part, by delivering Common Shares, and the Share Cap results in the Company delivering fewer Common Shares than it would have been required to deliver in the absence of the Share Cap, the Company shall, if it is legally able to do so, pay cash in respect of the deficit amount resulting from application of the Share Cap.

Section 9. *Conversion at the Option of the Holder*.

(a) Other than during the Fundamental Change Conversion Period, Series A Preferred Shares are convertible, in whole or in part, at the option of the Holder thereof ("**Optional Conversion**") at any time prior to May 1, 2021, into Common Shares at the Minimum Conversion Rate, subject to adjustment in accordance with Section 13.

(b) In addition to the number of Common Shares issuable at the Minimum Conversion Rate upon conversion of each Series A Preferred Share at the option of the Holder on the Optional Conversion Date, the Company shall pay (in cash, Common Share or a combination thereof, at its election, as provided in Section 5), an amount equal to all accumulated and unpaid dividends on such converted Series A Preferred Share(s), whether or not declared prior to that date (other than previously declared dividends on the Series A Preferred Shares that were paid to Record Holders as of a prior date), for all Dividend Periods ending on or prior to the Dividend Payment Date immediately preceding the Optional

Conversion Date, subject to Section 9(c) and the Share Cap and so long as the Company is then lawfully permitted to pay such dividends. To the extent that the Company elects to pay such accumulated and unpaid dividends, in whole or in part, by delivering Common Shares, and the Share Cap results in the Company delivering fewer Common Shares than it would have been required to deliver in the absence of the Share Cap, the Company shall have no obligation to pay any cash or deliver any additional Common Shares in

respect of the deficit amount resulting from application of the Share Cap. Holders who exercise the Optional Conversion right will not be entitled to receive dividends for the then-current Dividend Period.

(c) Notwithstanding Section 9(b), if the Optional Conversion Date for any Optional Conversion occurs during the period from the close of business on a Regular Record Date for any declared dividend to the open of business on the immediately following Dividend Payment Date, then:

(i) the Company shall pay such dividend on the Dividend Payment Date to the Record Holder of the converted Series A Preferred Share(s) on such Regular Record Date;

(ii) Series A Preferred Share(s) surrendered for Optional Conversion during such period must be accompanied by cash in an amount equal to the amount of such dividend for the then-current Dividend Period with respect to the Series A Preferred Share(s) so converted; and

(iii) the consideration that the Company delivers to the converting Holder on the Optional Conversion Date shall not include any consideration in respect of such dividend.

Section 10. *Fundamental Change Conversion.*

(a) If a Fundamental Change occurs prior to the Mandatory Conversion Date, the Holders of the Series A Preferred Shares shall have the right to convert their Series A Preferred Shares at any time during the period (the "**Fundamental Change Conversion Period**") beginning on, and including, the Effective Date of such Fundamental Change and ending on, but excluding, the earlier of (i) the Mandatory Conversion Date and (ii) the date that is 20 calendar days after such Effective Date (any conversion pursuant to this Section 10, a "**Fundamental Change Conversion**") into:

(i) a number of Common Shares (or units of Exchange Property in accordance with Section 13(e) if the Fundamental Change also constitutes a Reorganization Event) per Series A Preferred Share equal to Fundamental Change Conversion Rate; and

(ii) at the Company's election and subject to the Share Cap, Common Shares (or, if applicable, units of Exchange Property), cash or a combination thereof in an amount equal to any accumulated and unpaid dividends to the applicable Conversion Date, whether or not declared, on such Series A Preferred Shares (in the manner provided in Section 5), to the extent that the Company has lawfully available funds to pay such dividends; *provided, however*, that if the relevant Fundamental Change Conversion Date occurs during the period from the close of business on a Regular Record Date for any declared dividend to the open of business on the immediately following Dividend Payment Date, then the Company shall pay such dividend on the Dividend Payment Date to the Record Holder of the converted Series A Preferred Share(s) on such Regular

Record Date and the consideration that the Company delivers to the converting Holder will not include any consideration in respect of such dividend.

To the extent that the Company elects to pay the accumulated and unpaid dividends described in clause (ii) above, in whole or in part, by delivering Common Shares, and the Share Cap results in the Company delivering fewer Common Shares than it would have been required to deliver in the absence of the Share Cap, it shall, if it is legally able to do so, pay cash in respect of the deficit amount resulting from application of the Share Cap.

(b) To the extent practicable, at least 20 calendar days prior to the anticipated Effective Date of the Fundamental Change or, if such prior notice is not practicable, no later than the Effective Date of the Fundamental Change, a written notice (the "**Fundamental Change Company Notice**") shall be sent by or on behalf of the Company, by first-class mail, postage prepaid, to the Record Holders as they appear on the share register of the Company; *provided* that if the Company notifies Holders of a Fundamental Change later than the 20th calendar day prior to the Effective Date of a Fundamental Change, the Fundamental Change Conversion Period will be extended by a number of days equal to the number of days from, and including, the 20th calendar day prior to the Effective Date of the Fundamental Change to, but excluding, the date of the Fundamental Change Company Notice; *provided* further that the Fundamental Change Conversion Period will not be extended beyond the Mandatory Conversion Date. Such Fundamental Change Company Notice shall contain:

(i) the anticipated Effective Date (or, if applicable, the Effective Date) of such Fundamental Change;

(ii) the Fundamental Change Conversion Period;

(iii) the instructions a Holder must follow to effect a Fundamental Change Conversion in connection with such Fundamental

Change; and

(iv) whether the Company has elected to pay all or any portion of accumulated and unpaid dividends in Common Shares (or units of Exchange Property, as the case may be) and, if so, the portion thereof (as a percentage) that will be paid in Common Shares or units of Exchange Property;

provided, however, that notwithstanding the foregoing, if the Company delivers the Fundamental Change Company Notice after the date that is six Scheduled Trading Days prior to the Effective Date of the Fundamental Change, the Company will be required to pay all accumulated and unpaid dividends in cash. If the relevant Fundamental Change Company Notice does not specify the actual Effective Date of the relevant Fundamental Change, the Company shall provide a separate written notice to Holders in the same manner as the Fundamental Change Company Notice specifying such Effective Date.

(c) To the extent a Holder does not convert its Series A Preferred Shares pursuant to this Section 10 and a Reorganization Event has occurred, in lieu of Common Shares, the Company shall pay or deliver, as the case may be, to such Holder on the Mandatory Conversion Date, units of Exchange Property as determined in accordance with Section 13(e).

(d) Upon a Fundamental Change Conversion, the Transfer Agent shall, in accordance with the instructions provided by the Holder thereof in the written notice provided to the Company as set forth in Section 12, deliver to the Holder such cash and securities issuable upon such Fundamental Change Conversion, together with payment of cash in lieu of any fraction of a share, as provided in Section 17. Such delivery shall take place upon, and only to the extent of, the consummation of such Fundamental Change Conversion.

(e) In the event that a Fundamental Change Conversion is effected with respect to Series A Preferred Shares representing fewer than all of the Series A Preferred Shares held by a Holder, upon such Fundamental Change Conversion, the Company shall execute and the Transfer Agent shall countersign and deliver to the Holder thereof, at the expense of the Company, a certificate evidencing the Series A Preferred Shares as to which Fundamental Change Conversion was not effected.

Section 11. *Tax Event Conversion*.

(a) If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated thereunder) of any Taxing Jurisdiction, or any change in official position regarding the application or interpretation of such laws, regulations or rulings (including a holding by a court of competent jurisdiction), which change, amendment, application or interpretation is announced and becomes effective on or after the date of the final prospectus supplement for the offering of the Series A Preferred Shares (any such change, a "**Tax Event**"), the Company becomes obligated to pay or deliver Additional Amounts on the issued and outstanding Series A Preferred Shares pursuant to Section 6, the Company shall be entitled (but not obligated), to cause all (but not less than all) Series A Preferred Shares issued and outstanding to be automatically converted into a number of Common Shares (the "**Tax Event Conversion**") based on the Fundamental Change Conversion Rate (the "**Tax Event Conversion Rate**"). In addition to the number of Common Shares issuable upon conversion of each Series A Preferred Share, the Company will pay all accumulated and unpaid dividends, whether or not previously declared, on the Series A Preferred Shares to, but not including, the Tax Event Conversion Date in, at the Company's election and subject to the Share Cap, Common Shares, cash or a combination thereof (in the manner provided in Section 5), to the extent that the Company has lawfully available funds to pay such dividends; *provided, however*, that if the Tax Event Conversion Date occurs during the period from the close of business on a Regular Record Date for any declared dividend to the open of business on the immediately following Dividend Payment Date, then the Company shall pay such dividend on the Dividend Payment Date to the Record Holder of the converted Series A Preferred Share(s) on such Regular Record Date and the consideration that the Company delivers to the converting Holder will not include any consideration for such dividend. To the extent that the Company elects to pay the accumulated and unpaid dividends described in the immediately preceding sentence, in whole or in part, by delivering Common Shares, and the Share Cap results in the Company delivering fewer Common Shares than it would have been required to deliver in the absence of the Share Cap, the Company shall, if it is legally able to do so, pay cash in respect of the deficit amount resulting from application of the Share Cap.

(b) To exercise the conversion right specified in Section 11(a), the Company must provide notice to the Holders of the Series A Preferred Shares (the "**Tax Event Conversion**

Notice") of the occurrence of such Tax Event and of the Company's election to exercise the related conversion right. Failure to provide such notice to a Holder or any defect in such notice to such Holder shall not affect its sufficiency with respect to other Holders. The date of conversion for the Tax Event Conversion will be a date selected by the Company (the "**Tax Event Conversion Date**") that is no fewer than 20 and no more than 30 Trading Days after the date the Tax Event Conversion Notice is sent to Holders of the Series A Preferred Shares. In addition to any information required by applicable law or regulation, the Tax Event Conversion Notice shall state, as appropriate:

(i) the Tax Event Conversion Date;

(ii) the method for calculating the Tax Event Conversion Rate; and

(iii) whether the Company has elected to pay all or any portion of accumulated and unpaid dividends in Common Shares (or units of Exchange Property, as the case may be) and, if so, the portion thereof (as a percentage) that will be paid in Common Shares or units of Exchange Property.

(c) For purposes of determining the Tax Event Conversion Rate, the provisions in Section 10 applicable to the determination of the Fundamental Change Conversion Rate shall apply except that (i) the "Effective Date" will be the Tax Event Conversion Date and (ii) the "Share Price" will be the Average VWAP per Common Share over the 10 Trading Day period beginning on, and including, the second Trading Day immediately following the date on which the Tax Event Conversion Notice is sent to Holders of the Series A Preferred Shares.

Section 12. *Conversion Procedures.*

(a) To effect an Optional Conversion pursuant to Section 9, a Holder who:

(i) holds a beneficial interest in a Global Preferred Share must deliver to DTC the appropriate instruction form for conversion pursuant to DTC's conversion program and, if required, pay all transfer or similar taxes or duties, if any; or

(ii) holds Series A Preferred Shares in definitive, certificated form must:

(A) complete and manually sign the conversion notice on the back of the Series A Preferred Share certificate or a facsimile of such conversion notice;

(B) deliver the completed conversion notice and the Certificated Series A Preferred Shares to be converted to the Conversion

Agent;

(C) if required, furnish appropriate endorsements and transfer documents; and

(D) if required, pay all transfer or similar taxes or duties, if any.

The Optional Conversion shall be effective on the date on which a Holder has satisfied the foregoing requirements, to the extent applicable (the "**Optional Conversion Date**"). A Holder shall not be required to pay any transfer or similar taxes or duties relating to the issuance or delivery of Common Shares if such Holder exercises its conversion rights, but such Holder shall be required to pay any transfer or similar tax or duty that may be payable relating to any transfer involved in the issuance or delivery of Common Shares in a name other than the name of such Holder. A certificate representing the Common Shares issuable upon conversion shall be issued and delivered to the converting Holder or, if the Series A Preferred Shares being converted is in book-entry form, the Common Shares issuable upon conversion shall be delivered to the converting Holder through book-entry transfer through the facilities of the Depositary, in each case, together with delivery by the Company to the converting Holder of any cash to which the converting Holder is entitled, on the later of the second Business Day immediately succeeding the Optional Conversion Date and the Business Day after the Holder has paid in full all applicable taxes and duties, if any.

In the event that an Optional Conversion is effected with respect to Series A Preferred Shares representing less than all the Series A Preferred Shares held by a Holder, upon such Optional Conversion the Company shall execute and instruct the Registrar and Transfer Agent to countersign and deliver to the Holder thereof, at the expense of the Company, a certificate evidencing the Series A Preferred Shares as to which Optional Conversion was not effected, or, if the Series A Preferred Shares are held in book-entry form, the Company shall cause the Transfer Agent and Registrar to reduce the number of Series A Preferred Shares represented by the global certificate by making a notation on Schedule I attached to the global certificate or otherwise notate such reduction in the register maintained by such Transfer Agent and Registrar.

(b) To effect a Fundamental Change Conversion pursuant to Section 10, a Holder who

(i) holds a beneficial interest in a Global Preferred Share must deliver to DTC the appropriate instruction form for conversion pursuant to DTC's conversion program and, if required, pay all transfer or similar taxes or duties, if any; or

(ii) holds Series A Preferred Shares in definitive, certificated form must:

(A) complete and manually sign the conversion notice on the back of the Series A Preferred Share certificate or a facsimile of such conversion notice;

(B) deliver the completed conversion notice and the Certificated Series A Preferred Shares to be converted to the Conversion

Agent;

(C) if required, furnish appropriate endorsements and transfer documents; and

(D) if required, pay all transfer or similar taxes or duties, if any.

The Fundamental Change Conversion shall be effective on the date on which a Holder has satisfied the foregoing requirements, to the extent applicable (the "**Fundamental Change Conversion Date**"). A Holder shall not be required to pay any transfer or similar taxes or duties relating to the issuance or delivery of Common Shares if such Holder exercises its conversion rights, but such Holder shall be required to pay any transfer or similar tax or duty that may be payable relating to any transfer involved in the issuance or delivery of Common Shares in a name other than the name of such Holder. A certificate representing the Common Shares issuable upon conversion shall be issued and delivered to the converting Holder or, if the Series A Preferred Shares being converted is in book-entry form, the Common Shares issuable upon conversion shall be delivered to the converting Holder through book-entry transfer through the facilities of the Depositary, in each case together with delivery by the Company to the converting Holder of any cash to which the converting Holder is entitled, on the later of the second Business Day immediately succeeding the Fundamental Change Conversion Date and the Business Day after the Holder has paid in full all applicable taxes and duties, if any.

In the event that a Fundamental Change Conversion is effected with respect to Series A Preferred Shares representing less than all the Series A Preferred Shares held by a Holder, upon such Fundamental Change Conversion the Company shall execute and instruct the Registrar and Transfer Agent to countersign and deliver to the Holder thereof, at the expense of the Company, a certificate evidencing the Series A Preferred Shares as to which Fundamental Change Conversion was not effected, or, if the Series A Preferred Shares is held in book-entry form, the Company shall cause the Transfer Agent and Registrar to reduce the number of Series A Preferred Shares represented by the global certificate by making a notation on Schedule I attached to the global certificate or otherwise notate such reduction in the register maintained by such Transfer Agent and Registrar.

(c) On the Mandatory Conversion Date, the Fundamental Change Conversion Date, the Tax Event Conversion Date or any Optional Conversion Date (each, a "**Conversion Date**"), dividends on any Series A Preferred Shares converted to Common Shares shall cease to accrue and accumulate, and such Series A Preferred Shares shall cease to be issued and outstanding, in each case, subject to the right of Holders of such shares to receive Common Shares into which such Series A Preferred Shares are convertible and any accumulated and unpaid dividends on such shares to which such Holders are otherwise entitled pursuant to Section 8, Section 9, Section 10 or Section 11, as applicable.

(d) The Person or Persons entitled to receive the Common Shares issuable upon any conversion shall be treated for all purposes as the record holder(s) of such Common Shares as of the close of business on the applicable Conversion Date. Except as provided in Section 13(a)(iii), Section 13(a)(iv) and Section 13(c)(ii), prior to the close of business on the applicable Conversion Date, Common Shares issuable upon conversion of any Series A Preferred Shares shall not be deemed issued and outstanding for any purpose, and Holders of Series A Preferred Shares shall have no rights with respect to the Common Shares (including without limitation voting rights, rights to participate in tender offers for the Common Shares and rights to receive any dividends or other distributions on the Common Shares) by virtue of holding Series A Preferred Shares.

(e) In the event that a Holder of Series A Preferred Shares shall not by written notice designate the name in which Common Shares to be issued upon conversion of such Series A Preferred Shares should be registered, the Company shall be entitled to register such shares, and make such payment, in the name of the Holder of such Series A Preferred Shares as shown on the records of the Company.

Section 13. *Conversion Rate Adjustments to the Fixed Conversion Rates.*

(a) Each Fixed Conversion Rate shall be adjusted from time to time as follows:

(i) If the Company issues Common Shares as a dividend or distribution to all or substantially all holders of the Common Shares, or if the Company effects a subdivision or combination (including, without limitation, a reverse share split) of the Common Shares, each Fixed Conversion Rate will be adjusted based on the following formula:

$CR_1 = CR_0 \times (OS_1/OS_0)$

where,

CR_0 = the Fixed Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution or immediately prior to the open of business on the effective date for such subdivision or combination, as the case may be;

CR_1 = the Fixed Conversion Rate in effect immediately after the close of business on such Record Date or immediately after the open of business on such effective date, as the case may be;

OS_0 = the number of Common Shares issued and outstanding immediately prior to the close of business on such Record Date or immediately prior to the open of business on such effective date, as the case may be (prior to giving effect to such event); and

OS_1 = the number of Common Shares that would be issued and outstanding immediately after, and solely as a result of, such dividend, distribution, subdivision or combination.

Any adjustment made under this clause (i) shall become effective immediately after the close of business on the Record Date for such dividend or distribution, or immediately after the open of business on the effective date for such subdivision or combination, as the case may be. If any dividend or distribution of the type described in this clause (i) is declared but not so paid or made, each Fixed Conversion Rate shall be immediately readjusted, effective as of the earlier of (a) the date the Board of Directors determines not to pay or make such dividend or distribution

and (b) the date the dividend or distribution was to be paid to the Fixed Conversion Rate that would then be in effect if such dividend or distribution had not been declared.

(ii) If the Company issues to all or substantially all holders of the Common Shares any rights, options or warrants (other than pursuant to any shareholder rights plan) entitling them for a period expiring 45 days or less from the date of issuance of such rights, options or warrants to subscribe for or purchase Common Shares at less than the Current Market Price per Common Share as of the announcement date for such issuance, each Fixed Conversion Rate will be increased based on the following formula:

$CR_1 = CR_0 \times (OS_0 + X)/(OS_0 + Y)$

where,

CR_0 = the Fixed Conversion Rate in effect immediately prior to the close of business on the Record Date for such issuance;

CR_1 = the Fixed Conversion Rate in effect immediately after the close of business on such Record Date;

OS_0 = the number of Common Shares issued and outstanding immediately prior to the close of business on such Record Date;

X = the total number of Common Shares issuable pursuant to such rights, options or warrants; and

Y = the aggregate price payable to exercise such rights, options or warrants, divided by the Current Market Price.

Any increase in the Fixed Conversion Rates made pursuant to this clause (ii) shall become effective immediately after the close of business on the Record Date for such issuance. To the extent such rights, options or warrants are not exercised prior to their expiration or termination, each Fixed Conversion Rate shall be decreased, effective as of the date of such expiration or termination, to the Fixed Conversion Rate that would then be in effect had the increase with respect to the issuance of such rights, options or warrants been made on the basis of delivery of only the number of Common Shares actually delivered. If such rights, options or warrants are not so issued, each Fixed Conversion Rate shall be decreased, effective as of the earlier of (a) the date the Board of Directors determines not to issue such rights, options or warrants and (b) the date such rights, options or warrants were to have been issued, to the Fixed Conversion Rate that would then be in effect if such Record Date for such issuance had not occurred.

For purposes of this clause (ii), in determining whether any rights, options or warrants entitle the holders thereof to subscribe for or purchase Common Shares at less than the Current Market Price per Common Share as of the announcement date for such issuance, and in determining the aggregate price payable to exercise such rights, options or warrants, there shall be taken into account any consideration the Company receives for such rights, options or warrants and any amount payable on exercise thereof, with the value of such consideration, if other than cash, to be determined in good faith by the Board of Directors.

(iii) If the Company pays a dividend or other distribution to all or substantially all holders of Common Shares of any of the Company's share capital, evidences of the Company's indebtedness, the Company's assets or rights to acquire the Company's share capital, indebtedness or assets of the Company, excluding:

(A) any dividend, distribution or issuance as to which the provisions of clause (i) or clause (ii) above apply;

(B) dividends or distributions paid exclusively in cash as to which the provisions of clause (iv) below apply; and

(C) Spin-Offs as to which the provisions set forth below in this clause (iii) apply, then each Fixed Conversion Rate shall be increased based on the following formula:

$CR_1 = CR_0 \times SP_0/(SP_0 - FMV)$

where,

CR_0 = the Fixed Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or distribution;

CR_1 = the Fixed Conversion Rate in effect immediately after the close of business on such Record Date;

SP_0 = the Current Market Price per Common Share as of such Record Date; and

FMV = the fair market value (as determined in good faith by the Board of Directors) on the Record Date for such dividend or distribution of the Company's share capital (other than Common Shares), evidences of the Company's indebtedness, the Company's assets or rights to acquire the share capital, indebtedness or assets of the Company, expressed as an amount

per Common Share.

If the Board of Directors determines the "FMV" (as defined above) of any dividend or other distribution for purposes of this clause (iii) by referring to the actual or when-issued trading market for any securities, it shall in doing so consider the prices in such market over the same period used in computing the Current Market Price per Common Share as of the Record Date for such dividend or other distribution. Notwithstanding the foregoing, if "FMV" (as defined above) is equal to or greater than "SP_0" (as defined above), in lieu of the foregoing increase, each Holder of Series A Preferred Shares shall receive, in respect of each Series A Preferred Share, at the same time and upon the same terms as holders of Common Shares, any of the Company's share capital, evidences of the Company's indebtedness, the Company's assets or rights to acquire the Company's share capital, indebtedness or assets of the Company that such Holder would have received if such Holder owned a number of Common Shares equal to the Maximum Conversion Rate in effect immediately prior to the close of business on the Record Date for such dividend or other distribution.

Any increase made under the portion of this clause (iii) shall become effective immediately after the close of business on the Record Date for such dividend or other distribution. If such dividend or distribution is not so paid or made, each Fixed Conversion Rate shall be decreased, effective as of the earlier of (a) the date the Board of Directors determines not to pay the dividend or other distribution and (b) the date such dividend or distribution was to have been paid, to the Fixed Conversion Rate that would then be in effect if the dividend or other distribution had not been declared.

Notwithstanding the foregoing, if the transaction that gives rise to an adjustment pursuant to this clause (iii) is one pursuant to which the payment of a dividend or other distribution on the Common Shares consists of share capital of, or similar equity interests in, a Subsidiary or other business unit of the Company (a "**Spin-Off**") that are, or, when issued, will be, traded on a U.S. national securities exchange, then each Fixed Conversion Rate shall instead be increased based on the following formula:

$$CR_1 = CR_0 \times (FMV_0 + MP_0) / MP_0$$

where,

CR_0 = the Fixed Conversion Rate in effect at the close of business on the tenth Trading Day immediately following, and including, the date on which "ex-dividend trading" commences for such dividend or distribution on the relevant exchange;

CR_1 = the Fixed Conversion Rate in effect immediately after the close of business on the tenth Trading Day immediately following, and including, the date on which "ex-dividend trading" commences for such dividend or distribution on the relevant exchange;

FMV_0 = the Average VWAP per share of such share capital or similar equity interests distributed to holders of the Common Shares applicable to one Common Share over the 10 consecutive Trading Day period commencing on, and including, the date on which "ex-dividend trading" commences for such dividend or distribution on the relevant exchange; and

MP_0 = the Average VWAP per Common Share over the 10 consecutive Trading Day period commencing on, and including, the date on which "ex-dividend trading" commences for such dividend or distribution on the relevant exchange.

The increase to each Fixed Conversion Rate under the immediately preceding paragraph shall occur at the close of business on the 10th consecutive Trading Day immediately following, and including, the date on which "ex-dividend trading" commences for such dividend or distribution on the relevant exchange, but will be given effect as of the open of business on the date immediately succeeding the Record Date for such dividend or distribution on the relevant exchange. The Company shall delay the settlement of any conversion of the Series A Preferred Shares if the Conversion Date occurs after the Record Date for such dividend or distribution and

prior to the end of such 10 consecutive Trading Day period. In such event, the Company shall deliver the Common Shares issuable in respect of such conversion (based on the adjusted Fixed Conversion Rates) on the first Business Day immediately following the last Trading Day of such 10 consecutive Trading Day period.

For purposes of this clause (iii) (and subject in all respect to clause (ii)), rights, options or warrants distributed by the Company to all or substantially all holders of its Common Shares entitling them to subscribe for or purchase the Company's shares, including Common Shares (either initially or under certain circumstances), which rights, options or warrants, until the occurrence of a specified event or events ("**Trigger Event**"): (i) are deemed to be transferred with such Common Shares; (ii) are not exercisable; and (iii) are also issued in respect of future issuances of the Common Shares, shall be deemed not to have been distributed for purposes of this clause (iii) (and no adjustment to the Conversion Rate under this clause (iii) shall be required) until the occurrence of the earliest Trigger Event, whereupon such rights, options or warrants shall be deemed to have been distributed and an appropriate adjustment (if any is required) to the Fixed Conversion Rates shall be made under this clause (iii). If any such right, option or warrant, including any such existing rights, options or warrants distributed prior to the Issue Date, are subject to events, upon the occurrence of which such rights, options or warrants become exercisable to purchase different securities, evidences of indebtedness or other assets, then the date of the occurrence of any and each such event shall be deemed to be the date of distribution and Record Date with respect to new rights, options or warrants with such rights (in which case the existing rights, options or warrants shall be deemed to terminate and expire on

such date without exercise by any of the holders thereof). In addition, in the event of any distribution (or deemed distribution) of rights, options or warrants, or any Trigger Event or other event (of the type described in the immediately preceding sentence) with respect thereto that was counted for purposes of calculating a distribution amount for which an adjustment to the Fixed Conversion Rates under this clause (iii) was made, (1) in the case of any such rights, options or warrants that shall all have been redeemed or purchased without exercise by any holders thereof, upon such final redemption or purchase (x) the Fixed Conversion Rates shall be readjusted as if such rights, options or warrants had not been issued and (y) the Fixed Conversion Rates shall then again be readjusted to give effect to such distribution, deemed distribution or Trigger Event, as the case may be, as though it were a cash distribution, equal to the per share redemption or purchase price received by a holder or holders of Common Shares with respect to such rights, options or warrants (assuming such holder had retained such rights, options or warrants), made to all holders of Common Shares as of the date of such redemption or purchase, and (2) in the case of such rights, options or warrants that shall have expired or been terminated without exercise by any holders thereof, the Fixed Conversion Rates shall be readjusted as if such rights, options and warrants had not been issued.

For purposes of clause (i), clause (ii) and this clause (iii), if any dividend or distribution to which this clause (iii) is applicable includes one or both of: (A) a dividend or distribution of Common Share to which clause (i) is applicable (the "**Clause A Distribution**"); or (B) an issuance of rights, options or warrants to which clause (ii) is applicable (the "**Clause B Distribution**"), then (1) such dividend or distribution, other than the Clause A Distribution and the Clause B Distribution, shall be deemed to be a dividend or distribution to which this clause (iii) is applicable (the "**Clause C Distribution**") and any Fixed Conversion Rate adjustment required by this clause (iii) with respect to such Clause C Distribution shall then be made, and

(2) the Clause A Distribution and Clause B Distribution shall be deemed to immediately follow the Clause C Distribution and any Fixed Conversion Rate adjustment required by clause (i) and clause (ii) with respect thereto shall then be made, except that, if determined by the Company (I) the "Record Date" of the Clause A Distribution and the Clause B Distribution shall be deemed to be the Record Date of the Clause C Distribution and (II) any Common Shares included in the Clause A Distribution or Clause B Distribution shall be deemed not to be "outstanding immediately prior to the close of business on such Record Date or immediately prior to the open of business on the effective date" within the meaning of clause (i) or "outstanding immediately prior to the close of business on such Record Date" within the meaning of clause (ii).

(iv) If the Company pays or makes a distribution consisting exclusively of cash to all or substantially all holders of the Common Shares, excluding (a) any cash that is distributed as part of a distribution referred to in clause (iii) above and (b) any consideration payable in connection with a tender or exchange offer made by the Company or any of the Company's Subsidiaries referred to in clause (v) below, each Fixed Conversion Rate shall be increased based on the following formula:

$CR_1 = CR_0 \times SP_0 / (SP_0 - C)$

where,

CR_0 = the Fixed Conversion Rate in effect immediately prior to the close of business on the Record Date for such distribution;

CR_1 = the Fixed Conversion Rate in effect immediately after the close of business on the Record Date for such distribution;

SP_0 = the Current Market Price per Common Share as of the Record Date for such distribution; and

C = an amount of cash per Common Share that the Company distributes to holders of the Common Shares.

The adjustment to each Fixed Conversion Rate made pursuant to this clause (iv) shall become effective immediately after the close of business on the Record Date for such distribution. Notwithstanding the foregoing, if "C" (as defined above) is equal to or greater than "SP_0" (as defined above), in lieu of the foregoing increase, each Holder of Series A Preferred Shares shall receive, in respect of each Series A Preferred Share, at the same time and upon the same terms as holders of Common Share, the amount of cash that such Holder would have received if such Holder owned a number of Common Shares equal to the Maximum Conversion Rate in effect immediately prior to the close of business on the Record Date for such distribution. If such distribution is not so paid, each Fixed Conversion Rate shall be decreased, effective as of the earlier of (a) the date the Board of Directors determines not to pay such dividend and (b) the date such dividend was to have been paid, to the Fixed Conversion Rate that would then be in effect if such distribution had not been declared.

(v) If the Company or any of its Subsidiaries complete a tender or exchange offer pursuant to a Schedule TO or registration statement on Form S-4 for Common Shares and the cash and value of any other consideration included in the payment per Common Share validly tendered or exchanged exceeds the Average VWAP per Common Share over the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the last date on which tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Date**"), each Fixed Conversion Rate shall be increased based on the following formula:

$CR_1 = CR_0 \times (FMV + (SP_1 \times OS_1)) / (SP_1 \times OS_0)$

where:

CR_0 = the Fixed Conversion Rate in effect immediately prior to the close of business on the tenth Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date;

CR_1 = the Fixed Conversion Rate in effect immediately after the close of business on the tenth Trading Day immediately following, and including, the trading day next succeeding the Expiration Date;

FMV = the fair market value (as determined in good faith by the Board of Directors) as of the Expiration Date of the aggregate value of all cash and any other consideration paid or payable for Common Shares validly tendered or exchanged and not withdrawn as of the Expiration Date (the "**Purchased Shares**");

OS_1 = the number of Common Shares issued and outstanding as of the last time tenders or exchanges may be made pursuant to such tender or exchange offer (the "**Expiration Time**"), less any Purchased Shares;

OS_0 = the number of Common Shares issued and outstanding at the Expiration Time, including any Purchased Shares; and

SP_1 = the Average VWAP per Common Share for the 10 consecutive Trading Day period commencing on, and including, the Trading Day next succeeding the Expiration Date.

The adjustment to each Fixed Conversion Rate under this clause (v) shall occur at the close of business on the 10th consecutive Trading Day immediately following, and including, the Trading Day next succeeding the Expiration Date, but will be given effect as of the open of business on the Expiration Date. The Company shall delay the settlement of any conversion of Series A Preferred Shares if the Conversion Date occurs during such 10 consecutive Trading Day period. In such event, the Company shall deliver the Common Shares issuable in respect of such conversion (based on the adjusted Fixed Conversion Rates) on the first Business Day immediately following the last Trading Day of such 10 consecutive Trading Day period.

(vi) If the Company has in effect a shareholder rights plan while any Series A Preferred Shares remain issued and outstanding, Holders of Series A Preferred Shares shall receive, upon a conversion of Series A Preferred Shares, in addition to Common Shares, rights under the Company's shareholder rights agreement unless, prior to such conversion, the rights have expired, terminated or been redeemed or unless the rights have separated from the Common Shares. If the rights provided for in the shareholder rights plan have separated from the Common Shares in accordance with the provisions of the applicable shareholder rights agreement so that Holders of Series A Preferred Shares would not be entitled to receive any rights in respect of the Common Shares, if any, that the Company is required to deliver upon conversion of Series A Preferred Shares, each Fixed Conversion Rate shall be adjusted at the time of separation as if the Company had distributed to all holders of the Common Shares, share capital (other than Common Shares), evidences of the Company's indebtedness, the Company's assets or rights to acquire the share capital, indebtedness or assets of the Company pursuant to clause (iii) above, subject to readjustment upon the subsequent expiration, termination or redemption of the rights. A distribution of rights pursuant to a shareholder rights plan will not trigger an adjustment to the Fixed Conversion Rates pursuant to clause (ii) or (prior to the separation of such rights) clause (iii) above.

(b) The Company may make such increases in each Fixed Conversion Rate, in addition to any other increases required by this Section 13, if the Board of Directors deems it advisable in order to avoid or diminish any income tax to holders of the Common Shares resulting from any dividend or distribution of the Company's shares (or issuance of rights or warrants to acquire shares) or from any event treated as such for income tax purposes or for any other reason; *provided* that the same proportionate adjustment must be made to each Fixed Conversion Rate.

(c) (i) No adjustment in the Fixed Conversion Rates will be required unless the adjustment would require an increase or decrease of at least 1% of the Fixed Conversion Rates. If the adjustment is not made because the adjustment does not change the Fixed Conversion Rates by at least 1%, then the adjustment that is not made will be carried forward and taken into account in any future adjustment. All required calculations will be made to the nearest cent or 1/10,000th of a share. Notwithstanding the foregoing, all adjustments not previously made shall be made upon any Mandatory Conversion, Optional Conversion, Fundamental Change Conversion or Tax Event Conversion. If an adjustment is made to the Fixed Conversion Rates pursuant to this Section 13, an inversely proportional adjustment shall also be made to the Threshold Appreciation Price and the Initial Price solely for purposes of determining which of clauses (i), (ii) and (iii) of the definition of Conversion Rate shall apply on the Conversion Date. Such adjustment shall be made by dividing each of the Threshold Appreciation Price and the Initial Price by a fraction, the numerator of which shall be the Minimum Conversion Rate immediately after such adjustment pursuant to clause (i), (ii), (iii), (iv) or (v) of Section 13(a) or Section 13(b) and the denominator of which shall be the Minimum Conversion Rate immediately before such adjustment. Whenever the Company is required to calculate the VWAP per Common Share over a span of multiple days, the Board of Directors shall make appropriate adjustments (including, without limitation, to the Applicable Market Value, the Share Price, the Current Market Price or the value of the

Common Shares over a Dividend Reference Period (as the case may be)) to account for any adjustments to the Initial Price, the Threshold Appreciation Price and the Fixed Conversion Rates (as the case may be) that become effective, or any event that would require such an adjustment if the Record Date, Ex-Date, effective date or Expiration Date (as the case may be) of such event occurs, during the relevant period used to calculate such prices or values (as the case may be).

(ii) No adjustment to the Fixed Conversion Rates need be made if Holders participate in the transaction that would otherwise require an adjustment (other than in the case of a share split or share combination), at the same time, upon the same terms and otherwise on the same basis as holders of the Common Shares and solely as a result of holding Series A Preferred Shares, as if such Holders held a number of Common Shares equal to the Maximum Conversion Rate as of the Record Date for such transaction, *multiplied by* the number of Series A Preferred Shares held by such Holders. For the avoidance of doubt, with respect to any adjustment to the Fixed Conversion Rates occurring after the end of the Final Averaging Period and before the Conversion Date, Holders shall either convert based on such adjusted Fixed Conversion Rates or be entitled to participate in the transaction that would otherwise require such adjustment as set forth in the preceding sentence.

(iii) The Fixed Conversion Rates shall not be adjusted upon:

(A) the issuance of any Common Shares pursuant to any present or future plan providing for the reinvestment of dividends or interest payable on the Company's securities and the investment of additional optional amounts in the Common Shares under any plan;

(B) the issuance of any Common Share or options or rights to purchase those shares pursuant to any present or future employee, director or consultant benefit plan, employee agreement or arrangement or program of the Company;

(C) the issuance of any Common Shares pursuant to any option, warrant, right, or exercisable, exchangeable or convertible security outstanding as of the Issue Date; or

(D) a change solely in the par value of the Common Shares.

(d) Whenever a Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable, is to be adjusted, the Company shall: (i) compute such adjusted Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable, and prepare and transmit to the Transfer Agent an Officer's Certificate setting forth such adjusted Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable, the method of calculation thereof in reasonable detail and the facts requiring such adjustment and upon which such adjustment is based; (ii) as soon as practicable following the determination of a revised Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable, provide, or cause to be provided, a written notice to the Holders of the Series A Preferred Shares

of the occurrence of such event and (iii) as soon as practicable following the determination of a revised Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable, provide, or cause to be provided, to the Holders of the Series A Preferred Shares a statement setting forth in reasonable detail the method by which the adjustment to such Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable, was determined and setting forth such revised Fixed Conversion Rate, Fundamental Change Conversion Rate or Tax Event Conversion Rate, as applicable.

(e) In the event of:

(i) any recapitalization, reclassification or change of the Common Shares (other than changes only in par value or resulting from a subdivision or combination);

(ii) any consolidation, amalgamation or merger of the Company with or into another Person;

(iii) any sale, transfer, lease or conveyance to another Person of all or substantially all of the Company's and its Subsidiaries' property and assets; or

(iv) any statutory exchange of the Company's securities with another Person (other than in connection with a merger or acquisition), any reclassification or any binding share exchange which reclassifies or changes the issued and outstanding Common Shares;

in each case, as a result of which the Common Shares are exchanged for, or converted into, other securities, property or assets (including cash or any combination thereof) (any such event, a "**Reorganization Event**"), then, at and after the effective time of such Reorganization Event, each Series A Preferred Share issued and outstanding immediately prior to such Reorganization Event shall, without the consent of the Holders of the Series A Preferred Share, become convertible into the kind and amount of such other securities, property or assets (including cash or any combination thereof) that holders of the Common Shares received in such Reorganization Event (the "**Exchange Property**"), and, prior to or at the effective time of such Reorganization Event, the Company shall cause its Bye-Laws (or other similar organizational document) to be amended without any requirement for consent of Holders to provide for such change in the convertibility of the Series A Preferred Shares. If the transaction causes the Common Shares to be converted into, or exchanged for, the right to receive more than a single type of consideration (determined based in part on any form of shareholder election), the Exchange Property into which the Series A Preferred Shares will be convertible shall be deemed to be the weighted average of the types and amounts of consideration actually received by the holders of the Common Shares. If a Conversion Date follows a Reorganization Event, the Conversion Rate then in effect shall be applied on the Conversion Date to the amount of such Exchange Property received per Common Share in the Reorganization Event (a "**unit of Exchange Property**"), as determined in accordance with this Section 13(e). For the purpose of determining which clause of the definition of Conversion Rate shall apply on the Mandatory Conversion Date and for the purpose of calculating the Conversion Rate if clause (ii) of the definition thereof is applicable, the value of a unit of Exchange Property shall be determined in good faith by the Board of Directors, except that if a unit of Exchange Property includes common stock, common shares or

American Depositary Receipts ("**ADRs**") that are traded on a U.S. national securities exchange, the value of such common stock, common shares or ADRs shall be the Average VWAP for a share of such common stock, such common share or a single ADR, as the case may be, for the Final Averaging Period. For the purpose of paying accumulated and unpaid dividends in units of Exchange Property in accordance with Section 5, the value of a unit of Exchange Property shall equal 97% of the value over the relevant Dividend Period determined pursuant to the immediately preceding sentence.

The above provisions of this Section 13(e) shall similarly apply to successive Reorganization Events and the provisions of Section 13 shall apply to any of the share capital of the Company (or any successor) received by the holders of Common Shares in any such Reorganization Event.

The Company (or any successor) shall, as soon as reasonably practicable (but in any event within 20 days) after the occurrence of any Reorganization Event, provide written notice to the Holders of such occurrence of such Reorganization Event and of the kind and amount of the cash, securities or other property that constitute the Exchange Property. Failure to deliver such notice shall not affect the operation of this Section 13(e).

(f) [*Reserved*]

(g) For purposes of this Section 13, the number of Common Shares at any time issued and outstanding shall not include shares held in the treasury of the Company but shall include shares issuable in respect of scrip certificates issued in lieu of fractions of Common Shares.

Section 14. *No Sinking Fund*. The Series A Preferred Shares are not subject to any mandatory redemption, sinking fund, or other similar provisions. Holders of Series A Preferred Shares have no right to require redemption or repurchase of any Series A Preferred Shares.

Section 15. *Reservation of Common Shares*. (a) The Company shall at all times reserve and keep available out of its authorized and unissued Common Shares or shares held in the treasury of the Company, solely for issuance upon the conversion of Series A Preferred Shares and for payment of dividends on Series A Preferred Shares, in each case, as herein provided, free from any preemptive or other similar rights, a number of Common Shares equal to the product of (i) 2, (ii) the Share Cap *and* (iii) the number of Series A Preferred Shares then issued and outstanding.

(b) Notwithstanding the foregoing, the Company shall be entitled to deliver upon conversion of Series A Preferred Shares or as payment for dividends on Series A Preferred Shares, in each case, as herein provided, Common Shares reacquired and held in the treasury of the Company (in lieu of the issuance of authorized and unissued Common Shares), so long as any such treasury shares are free and clear of all liens, charges, security interests or encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders) and subject to applicable laws.

(c) All Common Shares delivered upon conversion of the Series A Preferred Shares or as payment for dividends on Series A Preferred Shares, in each case, shall be duly authorized, validly issued, fully paid and non-assessable, free and clear of all liens, claims, security interests

and other encumbrances (other than liens, charges, security interests and other encumbrances created by the Holders).

(d) Prior to the delivery of any securities that the Company shall be obligated to deliver upon conversion of the Series A Preferred Shares or as payment for dividends on Series A Preferred Shares, in each case, the Company shall use its reasonable best efforts to comply with all federal and state laws and regulations thereunder requiring the registration of such securities with, or any approval of or consent to the delivery thereof by, any governmental authority.

(e) The Company hereby covenants and agrees that, if at any time the Common Shares shall be listed on the New York Stock Exchange or any other national securities exchange or automated quotation system, the Company shall, if permitted by the rules of such exchange or automated quotation system, list and keep listed, so long as the Common Shares shall be so listed on such exchange or automated quotation system, all Common Shares issuable upon conversion of the Series A Preferred Shares or as payment for dividends on Series A Preferred Shares; *provided, however*, that if the rules of such exchange or automated quotation system permit the Company to defer the listing of such Common Shares until the earlier of the first conversion of Series A Preferred Shares into Common Shares and the first payment of Common Shares as a dividend on Series A Preferred Shares, in each case, in accordance with the provisions hereof, the Company covenants to list such Common Shares issuable upon conversion of the Series A Preferred Shares or as a payment for dividends on the Series A Preferred Shares in accordance with the requirements of such exchange or automated quotation system at such time.

Section 16. [*Reserved*]

Section 17. *Fractional Shares*. (a) No fractional Common Shares or any fractional amounts of other common stock, common shares or ADRs included in the Exchange Property shall be issued as a result of any conversion of Series A Preferred Shares or as a result of any payment of dividends on the Series A Preferred Shares in Common Shares or units of Exchange Property.

(b) In lieu of any fractional Common Share or any fractional amount of other common stock, common shares, or ADRs included in the Exchange Property otherwise issuable in respect of any Mandatory Conversion, Optional Conversion, Fundamental Change Conversion or Tax

Event Conversion or as a result of the election of the Company to pay a dividend in Common Shares or units of Exchange Property in accordance with Section 5, the Company shall pay an amount in cash (computed to the nearest cent) equal to the same fraction of the VWAP per Common Share or such other common stock, common share or ADR on the Trading Day immediately preceding (x) the relevant Conversion Date or (y) the date on which such dividend is paid, as applicable.

Section 18. *Multiple Series A Preferred Shares*. If more than one share of the Series A Preferred Shares is surrendered for conversion at one time by or for the same Holder, the number of full Common Shares or full shares of other common shares issuable upon conversion thereof shall be computed on the basis of the aggregate number of the Series A Preferred Shares so surrendered. If the Company pays dividends in Common Shares or other common shares on

more than one Series A Preferred Share held at any one time by or for the same Holder, the number of full Common Shares or full shares of other common shares payable in connection with such dividend shall be computed on the basis of the aggregate number of Series A Preferred Shares so held.

Section 19. *Voting Rights*. (a) The holders of Series A Preferred Shares shall not have any voting rights except as set forth in this Section 19 or as otherwise from time to time required by law.

(b) Whenever dividends on any Series A Preferred Shares shall not have been declared and paid for the equivalent of six or more Dividend Periods, whether or not for consecutive Dividend Periods, including the Dividend Period ending on August 1, 2018 (a "**Nonpayment Event**"), the holders of Series A Preferred Shares, together with the holders of any issued and outstanding Voting Preferred Shares, voting together as a single class, shall be entitled to elect two additional directors to the Board of Directors (the "**Preferred Shares Directors**"); *provided* that it shall be a qualification for election for any such Preferred Shares Director that the election of such director shall not cause the Company to violate the corporate governance requirements of any securities exchange or other trading facility on which securities of the Company may then be listed or quoted that listed or quoted companies must have a majority of independent directors. The number of Preferred Shares Directors on the Board of Directors shall never be more than two at any one time.

In the event that the holders of the Series A Preferred Shares, and any such other holders of Voting Preferred Shares, shall be entitled to vote for the election of the Preferred Shares Directors following a Nonpayment Event, such directors shall be initially elected following such Nonpayment Event only at a special general meeting called at the request of the holders of record of at least 20% of the aggregate voting power of the Series A Preferred Shares or of any other such series of Voting Preferred Shares then issued and outstanding (unless such request for a special general meeting is received less than 90 days before the date fixed for the next annual or special general meeting of the shareholders of the Company, in which event such election shall be held only at such next annual or special general meeting of shareholders), and, thereafter, at each subsequent annual general meeting of shareholders of the Company, so long as the rights relative to a Nonpayment Event remain in effect. Such request to call a special general meeting for the initial election of the Preferred Shares Directors after a Nonpayment Event shall be made by written notice, signed by the requisite holders of Series A Preferred Shares or Voting Preferred Shares, and delivered to the Secretary of the Company in such manner as provided for in Section 22 below, or as may otherwise be required by Bermuda law.

If and when all accumulated dividends have been paid in full on the Series A Preferred Shares following a Nonpayment Event (or declared and a sum sufficient for payment thereof set aside), then the right of the holders of Series A Preferred Shares to elect the Preferred Shares Directors shall cease (but subject always to revesting of such voting rights in the case of any future Nonpayment Event pursuant to this Section 19) and, if and when any rights of holders of Series A Preferred Shares and Voting Preferred Shares to elect the Preferred Shares Directors shall have terminated, the terms of office of all the Preferred Shares Directors shall forthwith terminate and the number of directors constituting the Board of Directors shall automatically decrease by two.

Any Preferred Shares Director may be removed at any time without cause by the holders of record of a majority of the aggregate liquidation preference of Series A Preferred Shares and Voting Preferred Shares then issued and outstanding (voting together as a single class), when they have the voting rights described above. So long as a Non-Payment Event shall continue, any vacancy in the office of a Preferred Shares Director (other than prior to the initial election of Preferred Shares Directors after a Nonpayment Event) may be filled by the written consent of the Preferred Shares Director remaining in office, or if none remains in office, by a vote of the holders of record of a majority of the issued and outstanding Series A Preferred Shares and any Voting Preferred Shares (voting together as a single class by reference to the aggregate liquidation preference of all Series A Preferred Shares and Voting Preferred Shares), when they have the voting rights described above. Any such vote of shareholders to remove, or to fill a vacancy in the office of, a Preferred Shares Director may be taken only at a special meeting of such shareholders, called as provided above for an initial election of Preferred Shares Directors after a Nonpayment Event (unless such request is received less than 90 days before the date fixed for the next annual or special general meeting of the shareholders of the Company, in which event such election shall be held at such next annual or special general meeting of shareholders). The Preferred Shares Directors shall each be entitled to one vote per director on any matter that shall come before the Board of Directors for a vote. Each Preferred Shares Director elected at any special general meeting of shareholders of the Company or by written consent of the other Preferred Shares Director shall hold office until the next annual general meeting of the shareholders of the Company if such office shall not have previously terminated as above provided.

(c) Subject to the terms of the Bye-laws and the Companies Act and Section 19(d) herein, any or all of the special rights attached to the Series A Preferred Shares may, whether or not the Company is being wound-up, be varied with the consent in writing of the holders of a majority of the voting power represented by the issued and outstanding Series A Preferred Shares or with the sanction of a resolution passed by at least a majority of the Series A Preferred Shares in accordance with the Companies Act.

(d) In addition to any other vote or consent of shareholders required by law or the Bye-Laws, notwithstanding the provisions of Section 19(c), the affirmative vote or consent of the holders of at least 66 2/3% in voting power of the issued and outstanding Series A Preferred Shares, given in person or by proxy, either in writing without a meeting or by vote at any meeting called for such purpose, or by written consent in lieu of such meeting, will be required to:

(i) amend or alter this Certificate of Designations or the Bye-Laws to authorize or create or increase the authorized amount of, or any issuance of, any shares of, or any securities convertible into or exchangeable or exercisable for shares of, any class or series of shares ranking senior to the Series A Preferred Shares with respect to either or both the payment of dividends and/or the distribution of assets on the Company's liquidation, dissolution or winding up;

(ii) amend, alter or repeal any provision of the this Certificate of Designations or the Bye-Laws so as to adversely affect the rights, preferences, privileges or voting powers of the Series A Preferred Shares; or

(iii) consummate a binding share exchange or reclassification involving the Series A Preferred Shares, or of a merger, consolidation or amalgamation of the Company with another corporation or other entity, unless, in each case, (x) Series A Preferred Shares remain issued and outstanding or, in the case of any such merger, consolidation or amalgamation with respect to which the Company is not the surviving or resulting entity, are converted into or exchanged for preferred securities of the surviving or resulting entity or its ultimate parent, and (y) such shares remaining issued and outstanding or such preferred securities, as the case may be, have such rights, preferences, privileges and voting powers, and limitations and restrictions thereof, taken as a whole, as are not less favorable to the holders thereof than the rights, preferences, privileges and voting powers, and limitations and restrictions thereof, of Series A Preferred Shares immediately prior to such consummation, taken as a whole;

provided, however, that the creation and issuance, or an increase in the authorized or issued amount, whether pursuant to preemptive or similar rights or otherwise, of any other series of Preferred Shares, or any securities convertible into or exchangeable or exercisable for any other series of Preferred Shares, ranking equally with and/or junior to the Series A Preferred Shares with respect to the payment of dividends (whether such dividends are cumulative or non-cumulative) and the distribution of assets upon the Company's liquidation, dissolution or winding up will not be deemed to adversely affect the rights, preferences, privileges or voting powers, and shall not require the affirmative vote or consent of, the Holders of issued and outstanding Series A Preferred Shares.

The foregoing voting provisions will not apply with respect to the Series A Preferred Shares if, at or prior to the time when the act with respect to which such vote would otherwise be required shall be effected, all issued and outstanding Series A Preferred Shares shall have been converted into the Common Shares.

(e) Subject to applicable Bermuda law and regulation, without the consent of the Holders of the Series A Preferred Shares, the Board of Directors, by resolution, may amend, alter, supplement or repeal any terms of the Series A Preferred Shares:

(i) to cure any ambiguity, or to cure, correct or supplement any provision contained in this Certificate of Designations that may be defective or inconsistent; or

(ii) so long as such action does not adversely affect the rights, preferences, privileges and voting powers of the Series A Preferred Shares taken as a whole, to make any provision with respect to matters or questions arising with respect to the Series A Preferred Shares that is not inconsistent with the provisions of this Certificate of Designations; or

(iii) amend, alter, supplement or repeal any terms of the Series A Preferred Shares in order to conform the terms thereof to the description of the terms of the Series A Preferred Shares set forth under "Description of the Series A Preferred Shares" in the Prospectus Supplement.

(f) The rules and procedures for calling and conducting any meeting of the holders of Series A Preferred Shares (including, without limitation, the fixing of a record date in connection therewith), the solicitation and use of proxies at such a meeting, the obtaining of written consents and any other aspect or matter with regard to such a meeting or such consents shall be governed by any rules the Board of Directors or a duly authorized committee of the Board of Directors, in its discretion, may adopt from time to time, which rules and procedures shall conform to the requirements of the Bye-Laws, applicable law and any national securities exchange or other trading facility on which the Series A Preferred Shares is listed or traded at the time. Whether the vote or consent of the holders of a plurality, majority or other portion of the Series A Preferred Shares and any Voting Preferred Shares has been cast or given on any matter on which the Holders of Series A Preferred Shares are entitled to vote shall be determined by the Company by reference to the aggregate liquidation preference of the shares voted or covered by the consent.

(g) For the avoidance of doubt, the provisions of this Section 19 shall be subject to Bye-Laws 15 through 26 inclusive (as may be amended, restated, supplemented, altered or modified from time to time) of the Bye-Laws.

Section 20. *Ranking*. The Series A Preferred Shares will, with respect to the payment of dividends and distributions of assets upon liquidation, dissolution and winding-up of the Company, rank senior to Junior Shares, *pari passu* with any Parity Shares, including other series of Preferred Shares that the Company may issue from time to time in the future the terms of which provide that they rank equally with the Series A

Preferred Shares with respect to the payment of dividends and the distribution of assets upon the liquidation, dissolution or winding-up of the Company and junior to any shares hereafter issued by the Company that by their terms rank senior to the Series A Preferred Shares as to the payment of dividends or distributions upon the liquidation or dissolution or winding-up of the Company.

Section 21. *Record Holders*. To the fullest extent permitted by applicable law, the Company and the Transfer Agent may deem and treat the Holder of any Series A Preferred Share as the true and lawful owner thereof for all purposes, and neither the Company nor the Transfer Agent shall be affected by any notice to the contrary.

Section 22. *Notices*. All notices or communications in respect of Series A Preferred Shares shall be sufficiently given if given in writing and delivered in person or by first class mail, postage prepaid, or if given in such other manner as may be permitted in this Certificate of Designations, the Bye-Laws or by applicable law. Notwithstanding the foregoing, if Series A Preferred Shares are issued in book-entry form through DTC or any similar facility, such notices may be given to the Holders of Series A Preferred Shares in any manner permitted by such facility.

Section 23. *No Preemptive Rights; No Redemption Right*. No Series A Preferred Shares shall have any rights of preemption whatsoever as to, or any preferential right to purchase or subscribe to, any securities of the Company, or any warrants, rights or options issued or granted with respect thereto, regardless of how such securities, or such warrants, rights or options, may be designated, issued or granted. The Series A Preferred Shares will not be redeemable.

Section 24. *Other Rights*. The Series A Preferred Shares shall not have any voting powers, preferences or relative, participating, optional or other special rights, or qualifications, limitations or restrictions thereof, other than as set forth herein or in the Bye-Laws or as provided by applicable law.

Section 25. *Replacement Share Certificates*. (a) If physical certificates in respect of the Series A Preferred Shares are issued, and any of the Series A Preferred Share certificates shall be mutilated, lost, stolen or destroyed, the Company shall, at the expense of the relevant Holder, issue, in exchange and in substitution for and upon cancellation of the mutilated Series A Preferred Share certificate, or in lieu of and substitution for the Series A Preferred Share certificate lost, stolen or destroyed, a new Series A Preferred Share certificate of like tenor and representing an equivalent number of Series A Preferred Shares, but only upon receipt of evidence of such loss, theft or destruction of such Series A Preferred Share certificate and indemnity, if requested, satisfactory to the Company and the Transfer Agent.

(b) The Company is not required to issue any certificate representing the Series A Preferred Shares on or after the Mandatory Conversion Date. In lieu of the delivery of a replacement certificate following the Mandatory Conversion Date, the Transfer Agent, upon delivery of the evidence and indemnity described above, shall deliver the Common Shares issuable pursuant to the terms of the Series A Preferred Shares formerly evidenced by the certificate.

Section 26. *Transfer Agent, Registrar and Conversion Agent*. The duly appointed transfer agent, registrar and conversion agent for the Series A Preferred Shares shall be the Transfer Agent. The Company may, in its sole discretion, remove the Transfer Agent in accordance with the agreement between the Company and the Transfer Agent; *provided* that the Company shall appoint a successor transfer agent who shall accept such appointment prior to the effectiveness of such removal. Upon any such removal or appointment, the Company shall send notice thereof by first-class mail, postage prepaid, to the Holders of the Series A Preferred Shares or, in the case of Series A Preferred Shares issued in book-entry form through DTC or any similar facility, in any manner permitted by such facility.

Section 27. *Form.*

(a) The Series A Preferred Shares shall be issued in global form ("**Global Preferred Shares**") eligible for book-entry settlement with DTC or another depositary reasonably acceptable to the Company (the "**Depositary**"), represented by one or more share certificates in global form registered in the name of the Depositary or a nominee of the Depositary bearing the form of global securities legend set forth in Exhibit A (which is hereby incorporated in and expressly made a part of this Certificate of Designations). The aggregate number of Series A Preferred Shares represented by each share certificate representing Global Preferred Shares may from time to time be increased or decreased by a notation by the Registrar and Transfer Agent on Schedule I attached to the share certificate.

(b) Members of, or participants in, the Depositary ("**Agent Members**") shall have no rights under this Certificate of Designations, with respect to any Global Preferred Shares, and the Depositary shall be treated by the Company, the Registrar and any agent of the Company or the

Registrar as the absolute owner of the Series A Preferred Shares. Notwithstanding the foregoing, nothing herein shall prevent the Company, the Registrar or any agent of the Company or the Registrar from giving effect to any written certification, proxy or other authorization furnished by the Depositary or impair, as between the Depositary and its Agent Members, the operation of customary practices of the Depositary governing the exercise of the rights of a holder of a beneficial interest in any Series A Preferred Shares. The Holders may grant proxies or otherwise authorize any Person to take any action that a Holder is entitled to take pursuant to the Series A Preferred Shares or this Certificate of Designations.

(c) Transfers of a Global Preferred Share shall be limited to transfers of such Global Preferred Share in whole, but not in part, to nominees of the Depositary or to a successor of the Depositary or such successor's nominee.

(d) If DTC is at any time unwilling or unable to continue as Depositary for the Global Preferred Shares or DTC ceases to be registered as a "clearing agency" under the Exchange Act, and, in either case, a successor Depositary is not appointed by the Company within 90 days, the Company shall issue certificated shares in exchange for the Global Preferred Shares or otherwise provide for alternate book-entry arrangements with respect to the Series A Preferred Shares. In any such case, the Global Preferred Shares shall be exchanged in whole for definitive share certificates in substantially the form attached hereto as Exhibit A (each, a "**Certificated Series A Preferred Share**") representing an equal aggregate Liquidation Preference or otherwise exchanged pursuant to such alternate book-entry arrangements providing for beneficial interests of an equal aggregate Liquidation Preference. If Certificated Series A Preferred Shares are issued pursuant to this Section 27(d), such Certificated Series A Preferred Shares shall reflect the number of Series A Preferred Shares represented thereby, and may have notations, legends or endorsements required by law, stock exchange rules, agreements to which the Company is subject, if any, or usage (*provided* that any such notation, legend or endorsement is in a form acceptable to the Company) and shall be registered in the name or names of the Person or Persons specified by the Company in a written instrument to the Registrar.

(e) An Officer permitted by applicable law shall sign each certificate representing the Series A Preferred Shares for the Company, in accordance with the Company's Bye-Laws and applicable law, by manual or facsimile signature. If the Officer whose signature is on a certificate representing the Series A Preferred Shares no longer holds that office at the time the Transfer Agent countersigned such certificate, such certificate shall be valid nevertheless. A certificate representing the Series A Preferred Shares shall not be valid until an authorized signatory of the Transfer Agent manually countersigns such certificate. Each certificate representing the Series A Preferred Shares shall be dated the date of its countersignature.

Section 28. *Share Transfer and Stamp Taxes*. The Company shall pay any and all share transfer and documentary stamp taxes that may be payable in respect of any issuance or delivery of Series A Preferred Shares or Common Shares or other securities issued on account of Series A Preferred Shares pursuant hereto or certificates representing such shares or securities. The Company shall not, however, be required to pay any such tax that may be payable in respect of any transfer involved in the issuance or delivery of Series A Preferred Shares or Common Shares or other securities in a name other than that in which the Series A Preferred Shares with respect to which such Common Shares or other securities are issued or delivered were registered,

or in respect of any payment to any Person other than a payment to the Holder thereof, and shall not be required to make any such issuance, delivery or payment unless and until the Person otherwise entitled to such issuance, delivery or payment has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid or is not payable.

IN WITNESS WHEREOF, NABORS INDUSTRIES LTD. has caused this certificate to be signed by Mark D. Andrews, its Corporate Secretary, this May 14, 2018.

NABORS INDUSTRIES LTD.

By: /s/ Mark D. Andrews
Name: Mark D. Andrews
Title: Corporate Secretary

[*Signature Page to Certificate of Designations*]

Exhibit A

[FORM OF FACE OF SERIES A PREFERRED SHARES]

[INCLUDE FOR GLOBAL PREFERRED SHARES]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE STATEMENT WITH

RESPECT TO SHARES. IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Certificate Number [ ]

[Initial] Number of Series A Preferred Shares [ ]

CUSIP G6359F 129
ISIN BMG6359F1297

NABORS INDUSTRIES LTD.,
an exempted company limited by shares incorporated
under the laws of Bermuda

Series A Preferred Shares
(par value US$0.001 per share)
(liquidation preference as specified below)

NABORS INDUSTRIES LTD., an exempted company limited by shares incorporated under the laws of Bermuda (the "**Company**"), hereby certifies that [ ] (the "**Holder**"), is the registered owner of [ ] ([ ])[the number shown on Schedule I hereto of] fully paid and non-assessable shares of the Company's designated Series A Preferred Shares, with a par value of US$0.001 per share and a liquidation preference of US$50 per share (the "**Series A Preferred Shares**"). The Series A Preferred Shares are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series A Preferred Shares represented hereby are and shall in all respects be subject to the provisions of the Certificate of Designations, dated May 14, 2018, as the same may be amended from time to time (the "**Certificate of Designations**"). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations.

The Company will provide a copy of the Certificate of Designations to a Holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to select provisions of the Series A Preferred Shares set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place. In the case of any conflict between this certificate and the Certificate of Designations, the provisions of the Certificate of Designations shall control and govern.

Upon receipt of this executed certificate, the Holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned, these Series A Preferred Shares shall not be entitled to any benefit under the Certificate of Designations or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the Company by an Officer of the Company this [ ] of [ ] [ ].

NABORS INDUSTRIES LTD.

By: _____
Name:
Title:

REGISTRAR'S COUNTERSIGNATURE

These are Series A Preferred Shares referred to in the within-mentioned Certificate of Designations. Dated: [ ], [ ]

COMPUTERSHARE TRUST COMPANY, N.A., as Registrar

By: _____
Name:
Title:

[FORM OF REVERSE OF CERTIFICATE FOR SERIES A PREFERRED SHARES]

Cumulative dividends on each Series A Preferred Share shall be payable at the applicable rate provided in the Certificate of Designations. The Series A Preferred Shares shall be convertible in the manner and accordance with the terms set forth in the Certificate of Designations.

The Company shall furnish without charge to each Holder who so requests a summary of the authority of the Board of Directors to determine variations for future series within a class of shares and the designations, limitations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Company and the qualifications, limitations or restrictions of such preferences and/or rights.

NOTICE OF CONVERSION
(To be Executed by the Holder
in order to Optionally Convert the Series A Preferred Shares)

The undersigned hereby irrevocably elects to convert (the "**Conversion**") [ ] 6.00% Mandatory Convertible Preferred Shares, Series A (the "**Series A Preferred Shares**"), of Nabors Industries Ltd. (hereinafter called the "**Company**"), represented by share certificate No(s). [ ] (the "**Series A Preferred Share Certificates**"), into common shares, par value US$0.001 per share, of the Company (the "**Common Shares**") according to the conditions of the Certificate of Designations establishing the terms of the Series A Preferred Share (the "**Certificate of Designations**"), as of the date written below. If Common Shares are to be issued in the name of a person other than the undersigned, the undersigned shall pay all transfer taxes payable with respect thereto, if any. Each Series A Preferred Share Certificate (or evidence of loss, theft or destruction thereof) is attached hereto.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in or pursuant to the Certificate of Designations.

Date of Conversion:

Applicable Conversion Rate:

Number of Series A Preferred Shares to be Converted:

Common Shares to be Issued:*

Signature:

Name:

Address:**

Fax No.:

---

* The Company is not required to issue Common Shares until the original Series A Preferred Share Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Company or the Conversion Agent.

** Address where Common Shares and any other payments or certificates shall be sent by the Company.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the Series A Preferred Shares evidenced hereby to:

(Insert assignee's social security or taxpayer identification number, if any)

(Insert address and zip code of assignee)

and irrevocably appoints:

as agent to transfer the Series A Preferred Shares evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date: _____

Signature: _____

(Sign exactly as your name appears on the other side of this Certificate)

Signature
Guarantee: _____

(Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

Schedule I(1)

Nabors Industries Ltd.

Global Preferred Share
6.00% Mandatory Convertible Preferred Shares, Series A

Certificate Number:

The number of Series A Preferred Shares initially represented by this Global Preferred Share shall be . Thereafter the Transfer Agent and Registrar shall note changes in the number of Series A Preferred Shares evidenced by this Global Preferred Share in the table set forth below:

Amount of Decrease in Number of Shares Represented by this Global Preferred Share	Amount of Increase in Number of Shares Represented by this Global Preferred Share	Number of Shares Represented by this Global Preferred Share following Decrease or Increase	Signature of Authorized Officer of Transfer Agent and Registrar

(1) Attach Schedule I only to Global Preferred Shares.

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Section 5: EX-4.1 (EX-4.1)

Exhibit 4.1

[FACE OF SERIES A PREFERRED SHARES]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY TRUST COMPANY, A NEW YORK CORPORATION ("DTC"), TO THE COMPANY OR THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO., OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL IN AS MUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO. HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF DTC OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE AND TRANSFERS OF PORTIONS OF THIS GLOBAL SECURITY SHALL BE LIMITED TO TRANSFERS MADE IN ACCORDANCE WITH THE RESTRICTIONS SET FORTH IN THE STATEMENT WITH RESPECT TO SHARES. IN CONNECTION WITH ANY TRANSFER, THE HOLDER WILL DELIVER TO THE TRANSFER AGENT NAMED ON THE FACE OF THIS CERTIFICATE SUCH CERTIFICATES AND OTHER INFORMATION AS SUCH TRANSFER AGENT MAY REASONABLY REQUIRE TO CONFIRM THAT THE TRANSFER COMPLIES WITH THE FOREGOING RESTRICTIONS.

Certificate Number 1

Initial Number of Series A Preferred Shares 5,750,000

CUSIP G6359F 129
ISIN BMG6359F1297

NABORS INDUSTRIES LTD.,
an exempted company limited by shares incorporated
under the laws of Bermuda

Series A Preferred Shares
(par value US$0.001 per share)
(liquidation preference as specified below)

NABORS INDUSTRIES LTD., an exempted company limited by shares incorporated under the laws of Bermuda (the "**Company**"), hereby certifies that COMPUTERSHARE TRUST COMPANY, N.A. (the "**Holder**"), is the registered owner of the number shown on Schedule I hereto of fully paid and non-assessable shares of the Company's designated Series A Preferred Shares, with a par value of US$0.001 per share and a liquidation preference of US$50 per share (the "**Series A Preferred Shares**"). The Series A Preferred Shares are transferable on the books and records of the Registrar, in person or by a duly authorized attorney, upon surrender of this certificate duly endorsed and in proper form for transfer. The designations, rights, privileges, restrictions, preferences and other terms and provisions of the Series A Preferred Shares represented hereby are and shall in all respects be subject to the provisions of the Certificate of Designations, dated May 14, 2018, as the same may be amended from time to time (the "**Certificate of Designations**"). Capitalized terms used herein but not defined shall have the meaning given them in the Certificate of Designations.

The Company will provide a copy of the Certificate of Designations to a Holder without charge upon written request to the Company at its principal place of business.

Reference is hereby made to select provisions of the Series A Preferred Shares set forth on the reverse hereof, and to the Certificate of Designations, which select provisions and the Certificate of Designations shall for all purposes have the same effect as if set forth at this place. In the case of any conflict between this certificate and the Certificate of Designations, the provisions of the Certificate of Designations shall control and govern.

Upon receipt of this executed certificate, the Holder is bound by the Certificate of Designations and is entitled to the benefits thereunder.

Unless the Registrar has properly countersigned, these Series A Preferred Shares shall not be entitled to any benefit under the Certificate of Designations or be valid or obligatory for any purpose.

IN WITNESS WHEREOF, this certificate has been executed on behalf of the Company by an Officer of the Company this 14th of May, 2018.

NABORS INDUSTRIES LTD.

By: /s/ Mark D. Andrews
Name: Mark D. Andrews
Title: Corporate Secretary

REGISTRAR'S COUNTERSIGNATURE

These are Series A Preferred Shares referred to in the within-mentioned Certificate of Designations. Dated: May 14, 2018

COMPUTERSHARE TRUST COMPANY, N.A., as Registrar

By: /s/ Adela Forsyth
Name: Adela Forsyth
Title: Assistant Vice President

[REVERSE OF CERTIFICATE FOR SERIES A PREFERRED SHARES]

Cumulative dividends on each Series A Preferred Share shall be payable at the applicable rate provided in the Certificate of Designations. The Series A Preferred Shares shall be convertible in the manner and accordance with the terms set forth in the Certificate of Designations.

The Company shall furnish without charge to each Holder who so requests a summary of the authority of the Board of Directors to determine variations for future series within a class of shares and the designations, limitations, preferences and relative, participating, optional or other special rights of each class or series of share capital issued by the Company and the qualifications, limitations or restrictions of such preferences and/or rights.

NOTICE OF CONVERSION
(To be Executed by the Holder
in order to Optionally Convert the Series A Preferred Shares)

The undersigned hereby irrevocably elects to convert (the "**Conversion**") [ ] 6.00% Mandatory Convertible Preferred Shares, Series A (the "**Series A Preferred Shares**"), of Nabors Industries Ltd. (hereinafter called the "**Company**"), represented by share certificate No(s). [ ] (the "**Series A Preferred Share Certificates**"), into common shares, par value US$0.001 per share, of the Company (the "**Common Shares**") according to the conditions of the Certificate of Designations establishing the terms of the Series A Preferred Share (the "**Certificate of Designations**"), as of the date written below. If Common Shares are to be issued in the name of a person other than the undersigned, the undersigned shall pay all transfer taxes payable with respect thereto, if any. Each Series A Preferred Share Certificate (or evidence of loss, theft or destruction thereof) is attached hereto.

Capitalized terms used but not defined herein shall have the meanings ascribed thereto in or pursuant to the Certificate of Designations.

Date of Conversion:

Applicable Conversion Rate:

Number of Series A Preferred Shares to be Converted:

Common Shares to be Issued:*

Signature:

Name:

Address:**

Fax No.:

* The Company is not required to issue Common Shares until the original Series A Preferred Share Certificate(s) (or evidence of loss, theft or destruction thereof) to be converted are received by the Company or the Conversion Agent.

** Address where Common Shares and any other payments or certificates shall be sent by the Company.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned assigns and transfers the Series A Preferred Shares evidenced hereby to:

(Insert assignee's social security or taxpayer identification number, if any)

(Insert address and zip code of assignee)

and irrevocably appoints:

as agent to transfer the Series A Preferred Shares evidenced hereby on the books of the Transfer Agent. The agent may substitute another to act for him or her.

Date: _____

Signature: _____

(Sign exactly as your name appears on the other side of this Certificate)

Signature
Guarantee: _____

(Signature must be guaranteed by an "eligible guarantor institution" that is a bank, stockbroker, savings and loan association or credit union meeting the requirements of the Transfer Agent, which requirements include membership or participation in the Securities Transfer Agents Medallion Program ("**STAMP**") or such other "signature guarantee program" as may be determined by the Transfer Agent in addition to, or in substitution for, STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.)

Schedule I

Nabors Industries Ltd.

Global Preferred Share
6.00% Mandatory Convertible Preferred Shares, Series A

Certificate Number: 1

The number of Series A Preferred Shares initially represented by this Global Preferred Share shall be 5,750,000. Thereafter the Transfer Agent and Registrar shall note changes in the number of Series A Preferred Shares evidenced by this Global Preferred Share in the table set forth below:

Amount of Decrease in Number of Shares Represented by this Global Preferred Share	Amount of Increase in Number of Shares Represented by this Global Preferred Share	Number of Shares Represented by this Global Preferred Share following Decrease or Increase	Signature of Authorized Officer of Transfer Agent and Registrar

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Section 6: EX-5.1 (EX-5.1)

Exhibit 5.1

14 May 2018

Matter No.:360353
Doc Ref: 139484081.2

(441) 298-7859
chiara.nannini@conyersdill.com

Nabors Industries Ltd.
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Dear Sirs,

Re: **Nabors Industries Ltd. (the "Company")**

We have acted as special Bermuda legal counsel to the Company in connection with the offer and sale by the Company of 35,000,000 common shares of the Company, par value US$0.001 per share, including not more than 5,250,000 common shares issuable upon the exercise of the underwriters' option to purchase additional shares (collectively, the "**Common Shares**") pursuant to an Underwriting Agreement dated 9 May 2018, among the Company and Morgan Stanley & Co. LLC as representative of the several underwriters named therein (the "**Underwriting Agreement**"). The Common Shares will be issued and sold pursuant to the final prospectus supplement dated 9 May 2018 (the "**Prospectus Supplement**"), supplementing the prospectus dated 2 February 2018 (the "**Base Prospectus**") that forms part of the Registration Statement (File No. 333-222855) of the Company. As used in this letter, the term "**Prospectus**" means the Prospectus Supplement and the Base Prospectus, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act of 1933, as amended (the "**Securities Act**").

For the purposes of giving this opinion, we have examined a copy of the Prospectus, the Registration Statement, the Underwriting Agreement, written resolutions of the executive committee of the Board of Directors of the Company dated 4 May 2018 and written resolutions of the pricing committee of the Board of Directors of the Company dated 9 May

2018, each certified by the Assistant Secretary of the Company on 11 May 2018 (collectively referred to herein as the "**Resolutions**"). We have also reviewed the memorandum of association and the bye-laws of the Company (together, the "**Constitutional Documents**"), each certified by the Assistant Secretary of the Company on 11 May 2018, and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the accuracy and completeness of all factual representations made in the Prospectus and other documents reviewed by us, (d) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings or by unanimous written resolutions and remain in full force and effect and have not been rescinded or amended, (e) that the Constitutional Documents will not be amended in any manner that would affect the opinions expressed herein, (f) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (g) that the Company will have sufficient authorised Common Shares to effect the issue of Common Shares at the time of issuance thereof; (h) that upon the issue of any shares the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof, (i) that on the date of issuance of the Common Shares, the Company will be able to pay its liabilities as they become due.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purposes of the filing of the Prospectus and the issuance by the Company of the Common Shares and is not to be relied upon in respect of any other matter.

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

1. The Company is duly incorporated and existing under the laws of Bermuda and is in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority or to pay any Bermuda government fee or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).

2. The Common Shares have been duly authorized and, when issued and paid for as contemplated by the Prospectus, will be validly issued, fully paid and non-assessable

(which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).

We hereby consent to the filing of this opinion as an exhibit to the filing by the Company of a Current Report on Form 8-K on the date hereof, which Form 8-K will be incorporated by reference into the Registration Statement, and to all references to our firm included in or made a part of the Prospectus forming part of the Registration Statement. In giving such consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Securities and Exchange Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman Limited

Conyers Dill & Pearman Limited

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Section 7: EX-5.2 (EX-5.2)

Exhibit 5.2

14 May 2018

Matter No.: 360353
Doc Ref: 13983285.2

(441) 298-7859
chiara.nannini@conyersdill.com

Nabors Industries Ltd.
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

Dear Sirs,

Re: **Nabors Industries Ltd. (the "Company")**

We have acted as special Bermuda legal counsel to the Company in connection with the offer and sale by the Company of up to 5,000,000 shares of its 6.00% mandatory convertible preference shares, series A, including not more than 750,000 additional 6.00% mandatory convertible preference shares, series A, issuable upon the exercise of the underwriters' option to purchase additional shares (collectively, the "**Preferred Shares**"), convertible into common shares of the Company, par value US$0.001 per share (the "**Common Shares**"), pursuant to an Underwriting Agreement dated 9 May 2018, among the Company and Morgan Stanley & Co. LLC, as representative of the several underwriters named therein (the "**Underwriting Agreement**"). The Preferred Shares will be issued and sold pursuant to the final prospectus supplement dated 9 May 2018 (the "**Prospectus Supplement**"), supplementing the prospectus dated 2 February 2018 (the "**Base Prospectus**") that forms part of the Registration Statement (File No. 333-222855) of the Company. As used in this letter, the term "**Prospectus**" means the Prospectus Supplement and the Base Prospectus, including the documents incorporated or deemed to be incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act of 1933, as amended (the "**Securities Act**").

For the purposes of giving this opinion, we have examined a copy of the Prospectus, the Registration Statement, the Underwriting Agreement, the Certificate of Designations of the

Preferred Shares dated 14 May 2018, written resolutions of the executive committee of the Board of Directors of the Company dated 4 May 2018 and written resolutions of the pricing committee off the Board of Directors of the Company dated 9 May 2018, each certified by the Assistant Secretary of the Company on 11 May 2018 (collectively referred to herein as the "**Resolutions**"). We have also reviewed the memorandum of association and the bye-laws of the Company (together, the "**Constitutional Documents**"), each certified by the Assistant Secretary of the Company on 11 May 2018, and such other documents and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the accuracy and completeness of all factual representations made in the Prospectus and other documents reviewed by us, (d) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings or by unanimous written resolutions and remain in full force and effect and have not been rescinded or amended, (e) that the Constitutional Documents will not be amended in any manner that would affect the opinions expressed herein, (f) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (g) that the Company will have sufficient authorised Common Shares to effect the issue of Common Shares in accordance with the Certificate of Designations at the time of issuance thereof; (h) that upon the issue of any shares the Company will receive consideration for the full issue price thereof which shall be equal to at least the par value thereof, (i) that on the date of issuance of the Preferred Shares, the Company will be able to

pay its liabilities as they become due.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purposes of the filing of the Prospectus and the issuance by the Company of the Preferred Shares and is not to be relied upon in respect of any other matter.

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

1. The Company is duly incorporated and existing under the laws of Bermuda and is in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority or to pay any Bermuda government fee or tax

which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).

2. The Preferred Shares have been duly authorized and, when issued and paid for as contemplated by the Prospectus, will be validly issued, fully paid and non-assessable (which term means when used herein that no further sums are required to be paid by the holders thereof in connection with the issue of such shares).

3. The Common Shares into which the Preferred Shares are convertible have been duly authorized and, upon issuance thereof on conversion of the Preferred Shares as contemplated by the Prospectus, will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion as an exhibit to the filing by the Company of a Current Report on Form 8-K on the date hereof, which Form 8-K will be incorporated by reference into the Registration Statement, and to all references to our firm included in or made a part of the Prospectus forming part of the Registration Statement. In giving such consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Securities and Exchange Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman Limited

Conyers Dill & Pearman Limited

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