UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 20549

FORM 8-K

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

Date of report (Date of earliest event reported): November 6, 2017

WHIRLPOOL CORPORATION
(Exact name of registrant as Specified in Charter)

Delaware	1-3932	38-1490038
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

2000 M-63 North, Benton Harbor, Michigan	49022-2692
(Address of Principal Executive Offices)	(Zip Code)

(269) 923-5000
(Registrant's telephone number, including area code)

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 Contract

On November 9, 2017, Whirlpool Finance Luxembourg S.à. r.l. ("Whirlpool Finance"), an indirect, wholly-owned finance subsidiary of Whirlpool Corporation (the "Company"), closed its offering of €600,000,000 aggregate principal amount of 1.100% Senior Notes due 2027 (the "Notes"), in a public offering pursuant to a registration statement on Form S-3, as amended by the Post-Effective Amendment No. 1 thereto (File No. 333-203704), and a preliminary prospectus supplement and prospectus supplement related to the offering of the Notes, each as previously filed with the Securities and Exchange Commission. The Company has fully and unconditionally guaranteed the Notes on a senior unsecured basis (the "Guarantee" and, together with the Notes, the "Securities"). The Securities were issued under an indenture (the "Indenture"), dated November 2, 2016, among Whirlpool Finance, as issuer, the Company, as parent guarantor, and U.S. Bank National Association, as trustee, as supplemented by an officers' certificate establishing the terms and providing for the issuance of the Notes (the "Certificate of Designated Officers"). The sale of the Securities was made pursuant to the terms of an Underwriting Agreement, dated November 6, 2017 (the "Underwriting Agreement"), among Whirlpool Finance as issuer, the Company, as parent guarantor and BNP Paribas, J.P. Morgan Securities plc, Mizuho International plc, Goldman Sachs & Co. LLC, Deutsche Bank AG, London Branch and Wells Fargo Securities International Limited, as underwriters.

The Company intends to use the net proceeds from the sale of the Notes for general corporate purposes, including the repayment of commercial paper borrowings.

Kirkland & Ellis LLP, U.S. counsel to the Company and Whirlpool Finance, has issued an opinion to the Company and Whirlpool Finance, dated November 9, 2017, regarding certain legal matters with respect to the Securities, and Baker & McKenzie Luxembourg, Luxembourg counsel to Whirlpool Finance, has issued an opinion to Whirlpool Finance, dated November 9, 2017, regarding the Notes. Copies of these opinions are filed as Exhibits 5.1 and 5.2 hereto, respectively.

The foregoing description of the Underwriting Agreement and the Certificate of Designated Officers does not purport to be complete and is qualified in its entirety by reference to the full text of each of the foregoing, which are filed with this report as Exhibits 1.1 and 4.1, respectively. Each of the foregoing documents is incorporated herein by reference.

Item 2.03. Creation of a Direct Financial Obligation of a Registrant.

The information set forth under Item 1.01 is incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Document
1.1	Underwriting Agreement, dated November 6, 2017, among Whirlpool Finance Luxembourg S.à. r.l., Whirlpool Corporation, BNP Paribas, J.P. Morgan Securities plc, Mizuho International plc, Goldman Sachs & Co. LLC, Deutsche Bank AG, London Branch and Wells Fargo Securities International Limited.
4.1	Certificate of Designated Officers of Whirlpool Corporation and Whirlpool Finance Luxembourg S.à. r.l., dated November 9, 2017.
5.1	Opinion of Kirkland & Ellis LLP.
5.2	Opinion of Baker & McKenzie Luxembourg.
12.1	Ratio of Earnings to Fixed Charges.
23.1	Consent of Kirkland & Ellis LLP (contained in Exhibit 5.1).
23.2	Consent of Baker & McKenzie Luxembourg. (contained in Exhibit 5.2).

SIGNATURE

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

WHIRLPOOL CORPORATION

November 9, 2017

By: /S/ BRIDGET K. QUINN
Name: Bridget K. Quinn
Title: Group Counsel and Corporate Secretary

Exhibit 1.1

WHIRLPOOL FINANCE LUXEMBOURG S.À R.L.,

as Issuer

WHIRLPOOL CORPORATION,

as Parent Guarantor

€600,000,000

1.100% Senior Notes due 2027

WHIRLPOOL CORPORATION

Underwriting Agreement

November 6, 2017

To the several Underwriters named in Schedule 1 hereto

c/o BNP Paribas
10 Harewood Avenue
London NW1 6AA
United Kingdom

J.P. Morgan Securities plc
25 Bank Street, Canary Wharf
London E14 5JP
United Kingdom

Mizuho International plc
Mizuho House, 30 Old Bailey
London EC4M 7AU
United Kingdom

As representatives of the several Underwriters (the "Representatives")

Ladies and Gentlemen:

Whirlpool Finance Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' register under number B 209.573 (the "Issuer") and an indirect, wholly-owned subsidiary of Whirlpool Corporation, a Delaware corporation (the "Parent Guarantor"), proposes to issue and sell to the several underwriters listed in Schedule 1 hereto (the "Underwriters"), acting severally and not jointly, the respective

amounts set forth in Schedule 1 hereto of €600,000,000 aggregate principal amount of its 1.100% Senior Notes due 2027 (the "Notes"). The Notes will be issued pursuant to an indenture, dated as of November 2, 2016 (the "Indenture"), among the Issuer, the Parent Guarantor and U.S. Bank National Association, as trustee (the "Trustee"). Pursuant to the Indenture, the Parent Guarantor has agreed to irrevocably and unconditionally guarantee on a senior basis (the "Guarantee" and, together with the Notes, the "Securities"), to each holder of Notes, (i) the full and prompt payment of the principal of and any premium, if any, on any Notes when and as the same shall become due, whether at the maturity thereof, by acceleration, redemption or otherwise and (ii) the full and prompt payment of any interest on any Notes when and as the same shall become due and payable. In connection with the issuance of the Securities, the Issuer will enter into a paying agency agreement (the "Paying Agency Agreement"), to be dated as of November 9, 2017, among the Issuer, Elavon Financial Services DAC, UK Branch as Paying Agent, and Elavon Financial Services DAC, UK Branch, as Transfer Agent, Elavon Financial Services DAS, as Registrar and U.S. Bank National Association, as Trustee.

1. Registration Statement. The Parent Guarantor has prepared and filed with the Securities and Exchange Commission (the "Commission") under the Securities Act of 1933, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Securities Act"), a registration statement on Form S-3 (File No. 333-203704), as amended by post-effective amendment no.1 thereto filed by the Parent Guarantor and the Issuer, including a prospectus (the "Base Prospectus"), relating to the debt securities to be issued from time to time by the Issuer, including the Notes, guarantees of the Parent Guarantor, including the Guarantee, and other securities of the Parent Guarantor. The Parent Guarantor and the Issuer have also filed, or propose to file, with the Commission pursuant to Rule 424 under the Securities Act a prospectus supplement specifically relating to the Securities (the "Prospectus Supplement"). The registration statement, as amended at the time it becomes effective, including the exhibits thereto and the information, if any, deemed pursuant to Rule 430A, 430B or 430C under the Securities Act to be part of the registration statement at the time of its effectiveness, is referred to herein as the "Registration Statement;" and as used herein, the term "Prospectus" means the Base Prospectus as supplemented by the Prospectus Supplement specifically relating to the Securities in the form first used to confirm sales (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) of the Securities and the term "Preliminary Prospectus" means the preliminary prospectus supplement, if any, specifically relating to the Securities together with the Base Prospectus. Any references herein to the Registration Statement, the Base Prospectus, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include the documents incorporated by reference therein pursuant to Item 12 of Form S-3 under the Securities Act prior to 10:10 a.m. New York City time on November 6, 2017 (the "Time of Sale"). The terms "supplement," "amendment" and "amend" as used herein with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed by the Parent Guarantor under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (the "Exchange Act") subsequent to the Time of Sale which are deemed to be incorporated by reference therein. For purposes of this Underwriting Agreement, the term "Effective Time" means each effective date of the Registration Statement with respect to the offering of Securities, as determined for purposes of Section 11 of the Securities Act.

2. Purchase of the Securities by the Underwriters. (a) The Issuer agrees to issue and sell the Securities to the several Underwriters named in Schedule 1 hereto, the Parent Guarantor agrees to irrevocably and unconditionally guarantee the Notes in the manner provided herein, and each Underwriter, on the basis of the representations, warranties and agreements set forth herein and subject to the conditions set forth herein, agrees, severally and not jointly, to purchase from the Issuer the respective principal amount of Notes set forth opposite such Underwriter's name in Schedule 1 hereto at a purchase price equal to 98.464% of the principal amount of the Notes, plus accrued interest, if any, from November 9, 2017 to the Closing Date (as defined below). The Issuer will not be obligated to deliver any of the Securities except upon payment for all the Securities to be purchased as provided herein.

(b) The net purchase price for all the Notes to be purchased as provided herein will be paid by the Representatives to the Issuer at 10:00 A.M., London time, on November 9, 2017, or at such other time or place on the same or such other date as the Issuer and the Representatives may agree (the "Closing Date"), with any transfer taxes payable in connection with the sale of the Notes to be duly paid by the Issuer, against the delivery of a global certificate, substantially in the form provided in the Indenture (the "Registered Global Certificate"), duly executed and registered in the name of a nominee for Euroclear Bank SA/NV ("Euroclear") or, as the case may be, Clearstream Banking S.A. ("Clearstream") acting in the capacity of common safekeeper for the Securities (the "Common Safekeeper") and the registration of the holdings of the Securities represented by the Registered Global Certificate in the register maintained by the registrar for the Securities. The Registered Global Certificate will be made available for inspection by the Representatives not later than 12:00 P.M., New York time, on the business day prior to the Closing Date.

(c) Against delivery of the Registered Global Certificate, the Representatives will, on the Closing Date, give instructions to Elavon Financial Services DAC, UK Branch in its capacity as common service provider for the Securities to arrange for the payment to the Issuer on the Closing Date of the net purchase price for the Securities as aforesaid.

(d) Each of the Issuer and the Parent Guarantor acknowledges and agrees that the Underwriters named in the Underwriting Agreement are acting solely in the capacity of an arm's length contractual counterparty to the Issuer and the Parent Guarantor with respect to any offering of Securities contemplated hereby (including in connection with determining the terms of the offering) and not as a financial advisor or a fiduciary to, or an agent of, the Issuer, the Parent Guarantor or any other person. Additionally, no such Underwriter is advising the Issuer or the Parent Guarantor or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuer and the Parent Guarantor shall consult with their own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and such Underwriters shall have no responsibility or liability to the Issuer and the Parent Guarantor with respect thereto. Any review by such Underwriters named in the Underwriting Agreement of the Issuer or the Parent Guarantor, the transactions contemplated thereby or other matters relating to such transactions will be performed solely for the benefit of the Underwriters and shall not be on behalf of the Issuer or the Parent Guarantor.

3. Representations and Warranties of the Issuer and the Parent Guarantor. Each of the Parent Guarantor and the Issuer, jointly and severally, represents and warrants to each Underwriter that:

(a) Registration Statement and Prospectus. Each of the Parent Guarantor and the Issuer meets the requirements for use of Form S-3 under the Securities Act. The Registration Statement is an "automatic shelf registration statement" as defined under Rule 405 of the Securities Act that has been filed with the Commission not earlier than three years prior to the date hereof; and no notice of objection of the Commission to the use of such registration statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act has been received by the Issuer or the Parent Guarantor. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and, to the Issuer's or Parent Guarantor's knowledge, no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Parent Guarantor or the Issuer or related to the offering has been initiated or threatened by the Commission; as of the Effective Time, the Registration Statement complied in all material respects with the Securities Act and the Trust Indenture Act of 1939, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Trust Indenture Act"), and did not or will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein not misleading; and as of the date of the Prospectus and any amendment or supplement thereto and as of the Closing Date, the Prospectus did not and will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; provided, however, that each of the Parent Guarantor and the Issuer makes no representation and warranty as to (i) that part of the Registration Statement that constitutes the Statement of Eligibility (Form T-1) of the Trustee under the Trust Indenture Act or (ii) the information contained in or omitted from the Prospectus, or any amendment or supplement thereto, in reliance upon and in conformity with information furnished in writing to the Parent Guarantor or the Issuer, by or on behalf of any or all the Underwriters, through the Representatives specifically for inclusion therein.

(b) The Indenture. The Indenture has been duly authorized by the Parent Guarantor and the Issuer, is duly qualified under the Trust Indenture Act and, when executed and delivered by the Parent Guarantor and the Issuer, will constitute a valid and legally binding agreement of the Parent Guarantor and the Issuer enforceable against the Parent Guarantor and the Issuer in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, reorganization and other laws of general applicability relating to or affecting the enforcement of creditors' rights and general equity principles relating to enforceability (collectively, the "Enforceability Exceptions").

(c) No Consents Required. No consent, approval, authorization or order of any court or governmental agency or body is required for the consummation of the transactions contemplated herein except such as have been obtained under the Securities Act and such as may be required under the blue sky laws of any jurisdiction in connection with the sale of the Securities as contemplated by this Underwriting Agreement and the approval of the Securities for listing on the Official List of the Irish Stock Exchange plc (the "ISE") and for trading on the Global Exchange Market of the ISE and such other approvals as have been obtained.

(d) Disclosure Package. The term "Disclosure Package" shall mean (i) the Preliminary Prospectus dated November 6, 2017 (ii) the issuer free writing prospectuses as defined in Rule 433 of the Securities Act (each, an "Issuer Free Writing Prospectus"), if any, identified in Schedule 2 hereto and (iii) the term sheet attached as Schedule 3 hereto. As of the Time of Sale, the Disclosure Package (i) will conform in all material respects to the requirements of the Securities Act and (ii) did not contain an untrue statement of a material fact or omit 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. The preceding sentence does not apply to statements in or omissions from the Disclosure Package based upon and in conformity with written information furnished to the Parent Guarantor and the Issuer by any Underwriter through the Representatives specifically for use therein.

(e) Issuer Free Writing Prospectus. (1) Neither the Parent Guarantor nor the Issuer (including their respective agents and representatives, other than the Underwriters in their capacity as such) has made, used, prepared, authorized, approved or referred to or will prepare, make, use, authorize, approve or refer to any "written communication" (as defined in Rule 405 under the Securities Act) that constitutes an offer to sell or solicitation of an offer to buy the Securities (each such communication by the Parent Guarantor or the Issuer or their respective agents and representatives (other than a communication referred to in clauses (i), (ii) and (iii) below) an "Issuer Free Writing Prospectus") other than (i) any document not constituting a prospectus pursuant to Section 2(a)(10)(a) of the Securities Act or Rule 134 under the Securities Act, (ii) the Preliminary Prospectus, (iii) the Prospectus, (iv) the documents listed on Schedule 2 hereto and (v) any electronic road show or other written communications, in each case approved in writing in advance by the Representatives. To the extent required pursuant to Rule 433(d) under the Securities Act, any such Issuer Free Writing Prospectus as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities, complies or will comply in all material respects with the requirements of the Securities Act and has been, or will be filed with the Commission in accordance with the Securities Act (to the extent required pursuant to Rule 433(d) under the Securities Act); and (2) each Issuer Free Writing Prospectus, as of its issue date and at all subsequent times through the completion of the public offer and sale of the Securities under this Agreement or until any earlier date that the Parent Guarantor or the Issuer notified or notifies the Representatives as described in the next sentence, did not, does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Registration Statement, the Preliminary Prospectus or the Prospectus. If at any time following issuance of an Issuer Free Writing Prospectus there occurred or occurs an event or development as a result of which such Issuer Free Writing Prospectus conflicted or would conflict with the information contained in the Registration Statement, the Preliminary Prospectus or the Prospectus, either the Parent Guarantor or the Issuer has promptly notified or will promptly notify the Representatives and has promptly amended or supplemented or will promptly amend or supplement, at its own expense, such Issuer Free Writing Prospectus to eliminate or correct such conflict; provided that each of the Parent Guarantor and the Issuer makes no representation and warranty with respect to any statements or omissions made in each such Issuer Free Writing Prospectus in reliance upon and in conformity with information relating to any Underwriter furnished to the Parent Guarantor and the Issuer in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing Prospectus.

(f) Incorporated Documents. The documents incorporated by reference in the Registration Statement, the Prospectus or the Disclosure Package, when they were filed with the Commission, conformed in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and none of such documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and any further documents so filed and incorporated by reference in the Registration Statement, the Prospectus or the Disclosure Package, when such documents become effective or are filed with the Commission, as the case may be, will conform in all material respects to the requirements of the Securities Act or the Exchange Act, as applicable, and 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, in the light of the circumstances under which they were made, not misleading.

(g) Status Under the Securities Act. The Parent Guarantor was a "well-known seasoned issuer" as defined in Rule 405 under the Securities Act (A) at the time of filing the Registration Statement, (B) at the time of the most recent amendment to the Registration Statement for the purpose of complying with Section 10(a)(3) of the Securities Act (whether such amendment was by post-effective amendment, by a report incorporated by reference therein filed pursuant to Section 13 or 15(d) of the Exchange Act or by form of prospectus filed pursuant to the Securities Act), and (C) at the time the Parent Guarantor or Issuer or any person acting on either the Parent Guarantor's or the Issuer's behalf (within the meaning, for this clause only, of Rule 163(c) under the Securities Act) made any offer relating to the Securities in reliance on the exemption of Rule 163 under the Securities Act; and the each of the Parent Guarantor and the Issuer was not an "ineligible issuer" as defined in Rule 405 under the Securities Act at the earliest time after the filing of the Registration Statement that the Parent Guarantor, the Issuer or any Underwriter made a bona fide offer (within the meaning of Rule 164(h)(2) under the Securities Act) of the Securities.

(h) Financial Statements. The financial statements and the related notes thereto included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus comply in all material respects with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and present fairly the financial position of the Parent Guarantor and its subsidiaries as of the dates indicated and the results of their operations and the changes in their cash flows for the periods specified; such financial statements have been prepared in conformity with generally accepted accounting principles applied on a consistent basis throughout the periods covered thereby (except as disclosed therein), and the supporting schedules included or incorporated by reference in the Registration Statement present fairly the information required to be stated therein; the other financial information included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus has been derived from the accounting records of the Parent Guarantor and its subsidiaries and presents fairly the information shown thereby; and any pro forma financial information and the related notes thereto included or incorporated by

reference in the Registration Statement, the Disclosure Package and the Prospectus have been prepared in accordance with the applicable requirements of the Securities Act and the Exchange Act, as applicable, and the assumptions underlying such pro forma financial information are reasonable and are set forth in the Registration Statement, the Disclosure Package and the Prospectus. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus presents fairly the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(i) No Material Adverse Effect. Since the date of the most recent financial statements of the Parent Guarantor included or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus, (i) neither the Parent Guarantor nor the Issuer nor any of the Parent Guarantor's Significant Subsidiaries has sustained any loss or interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor dispute or court or governmental action, order or decree, that is material to the Parent Guarantor and its subsidiaries, considered as a whole, and (ii) there has not been any material change in the capital stock or long-term debt of the Parent Guarantor and any of its subsidiaries, considered as a whole, or any material adverse change, or any development involving an impending material adverse change, in the general affairs, financial position, stockholders' equity or results of operations of the Parent Guarantor and its subsidiaries, taken as a whole, except in each case as otherwise disclosed in the Registration Statement, the Disclosure Package and the Prospectus. "Significant Subsidiaries" means, collectively, each of 1900 Holdings Corporation, a Delaware corporation, Kitchenaid Delaware, Inc., a Delaware corporation, Whirlpool S.A., a Brazilian company, and Whirlpool EMEA S.p.A., an Italian company.

(j) Organization and Good Standing of the Issuer. The Issuer has been duly incorporated and exists as a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg, with 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 has been duly qualified for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties and where the failure to so qualify would have a material adverse effect on the business, financial position, stockholders' equity or results of operations of the Parent Guarantor and its subsidiaries, taken as a whole (a "Material Adverse Effect").

(k) Organization and Good Standing of the Parent Guarantor and the Significant Subsidiaries. The Parent Guarantor and each of its Significant Subsidiaries has been duly organized and is a validly existing entity in good standing under the laws of the jurisdiction of its organization, with corporate or limited liability company power, as applicable, and authority to own its properties and conduct its business as described in the Registration Statement, the Disclosure Package and the Prospectus, and has been duly qualified as a foreign corporation or limited liability company, as applicable, for the transaction of business and is in good standing under the laws of each other jurisdiction in which it owns or leases properties and where the failure to so qualify would have a Material Adverse Effect.

(l) The Notes. The Notes have been duly authorized by the Issuer and the Parent Guarantor and, when duly executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein, will be duly and validly issued and outstanding and will constitute valid and legally binding obligations of the Issuer enforceable against the Issuer in accordance with their terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(m) The Guarantee. The Guarantee has been duly authorized by the Parent Guarantor and, when the Notes are executed, authenticated, issued and delivered as provided in the Indenture and paid for as provided herein and the Guarantee is executed and delivered as provided in the Indenture, the Guarantee will constitute the valid and legally binding obligation of the Parent Guarantor, enforceable against the Parent Guarantor in accordance with its terms, subject to the Enforceability Exceptions, and will be entitled to the benefits of the Indenture.

(n) Underwriting Agreement. This Underwriting Agreement has been duly authorized, executed and delivered by the Issuer and the Parent Guarantor.

(o) Paying Agency Agreement. The Paying Agency Agreement has been duly authorized by the Issuer and, when duly executed and delivered in accordance with its terms by each of the parties thereto, will constitute a valid and legally binding agreement of the Issuer enforceable against the Issuer in accordance with its terms, subject to the Enforceability Exceptions.

(p) No Violation or Default. None of the execution or delivery of this Underwriting Agreement by the Issuer or the Parent Guarantor or the Paying Agency Agreement by the Issuer, the consummation of the transactions contemplated hereby, the execution and delivery of the Indenture and the issue and sale of the Securities by the Issuer, or compliance by the Issuer with all of the Provisions of the Paying Agency Agreement or by the Parent Guarantor and the Issuer with all of the provisions of this Underwriting Agreement, the Indenture and the Securities will conflict with or result in a breach or violation of, or constitute a default under, or result in the creation or imposition of any lien, encumbrance or charge upon any property or asset of the Parent Guarantor or the Issuer or any of the Parent Guarantor's Significant Subsidiaries under, (i) the certificate of incorporation or by-laws of the Parent Guarantor or the Issuer or any of the Parent Guarantor's Significant Subsidiaries, (ii) any loan agreement, indenture, mortgage, deed of trust or other agreement or instrument to which the Parent Guarantor or the Issuer or any of the Parent Guarantor's Significant Subsidiaries is a party or by which any of them is bound or to which any of their respective properties is subject, or (iii) any law or any rule, regulation, order or decree of any governmental agency or body or court having jurisdiction over the Parent Guarantor or the Issuer or any of the Parent Guarantor's Significant Subsidiaries or any of their respective properties, except in each case for such breaches, violations, creations or impositions as would not have a Material Adverse Effect.

(q) Legal Proceedings. Except as described in the Registration Statement, the Disclosure Package and the Prospectus, there are no legal or governmental proceedings pending to which the Parent Guarantor, the Issuer or any of the Parent Guarantor's Significant

Subsidiaries is a party or to which any property of the Parent Guarantor, the Issuer or any of the Parent Guarantor's Significant Subsidiaries is subject other than litigation or other proceedings which, in the opinion of the Parent Guarantor, will not in the aggregate have a Material Adverse Effect; and, to the knowledge of the Parent Guarantor's and the Issuer's officers, no such proceedings are threatened or contemplated by governmental authorities; and (i) there are no current or pending legal, governmental or regulatory actions, suits or proceedings that are required under the Act to be described in the Registration Statement that are not so described in the Registration Statement, the Disclosure Package and the Prospectus and (ii) there are no statutes, regulations or contracts or other documents that are required under the Act to be filed as exhibits to the Registration Statement or described in the Registration Statement or the Prospectus that are not so filed as exhibits to the Registration Statement or described in the Registration Statement, the Disclosure Package and the Prospectus.

(r) Independent Accountants. Ernst & Young LLP, who have certified certain financial statements of the Parent Guarantor and its subsidiaries, is an independent registered public accounting firm with respect to the Parent Guarantor and its subsidiaries within the applicable rules and regulations adopted by the Commission and the Public Company Accounting Oversight Board (United States) and as required by the Securities Act.

(s) Properties. The principal manufacturing and service facilities referred to in the Parent Guarantor's Annual Report on Form 10-K for the year ended December 31, 2016 under the caption "Properties" are either owned or leased by the Parent Guarantor or one of its subsidiaries and, if owned, are held under good title, subject to no defects or encumbrances which would materially interfere with the conduct of the business of the Parent Guarantor and its subsidiaries considered as a whole and, if leased, are held under valid and enforceable leases with no exceptions which would materially interfere with such conduct.

(t) Disclosure Controls. The Parent Guarantor and its subsidiaries maintain an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) under the Exchange Act) that is designed to ensure that information required to be disclosed by the Parent Guarantor in reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the Commission's rules and forms, including controls and procedures designed to ensure that such information is accumulated and communicated to the Parent Guarantor's management as appropriate to allow timely decisions regarding required disclosure. The Parent Guarantor and its subsidiaries have carried out evaluations of the effectiveness of their disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(u) Accounting Controls. The Parent Guarantor and its subsidiaries maintain systems of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that comply with the requirements of the Exchange Act and have been designed by, or under the supervision of, their respective principal executive and principal financial officers, or persons performing similar functions, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including, but not limited to 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; and (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. Except as disclosed in the Registration Statement, the Disclosure Package and the Prospectus, there are no material weaknesses in the Parent Guarantor's internal controls.

(v) Sarbanes-Oxley Act. There is and has been no failure on the part of either the Parent Guarantor or the Issuer, or any of the Parent Guarantor's or Issuer's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002 and the rules and regulations promulgated in connection therewith (the "Sarbanes-Oxley Act"), including Section 402 related to loans and Sections 302 and 906 related to certifications.

(w) Compliance with Environmental Laws. (i) Except as disclosed in the Registration Statement, the Prospectus, and the Disclosure Package, and in the case of each of (a), (b) and (c) below, excluding any failure to comply, or failure to receive required permits, licenses or other authorizations or approvals, and excluding any cost or liability for investigation or remediation that, individually or in the aggregate, would not have a Material Adverse Effect, the Parent Guarantor and its subsidiaries (a) are in compliance with any and all applicable federal, state, local and foreign laws, rules, regulations, requirements, decisions and orders relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"); (b) have received and are in compliance with all permits, licenses, certificates or other authorizations or approvals required of them under applicable Environmental Laws to conduct their respective businesses; and (c) have not received notice of any actual or potential liability for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and (ii) except as disclosed in the Registration Statement, the Prospectus, and the Disclosure Package, there are no material costs or liabilities associated with Environmental Laws of or relating to the Parent Guarantor or its subsidiaries.

(x) Investment Company. Neither the Parent Guarantor nor the Issuer is, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Disclosure Package and the Prospectus, neither will be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

(y) No Stabilization. (i) Neither the Parent Guarantor nor the Issuer nor any of their affiliates nor any person acting on their behalf (other than the Underwriters, as to whom the Parent Guarantor and the Issuer make no representation) has taken, directly or indirectly, any action designed to cause or that constituted or that might reasonably be expected to cause or constitute, under the Exchange Act or otherwise, the stabilization or manipulation of the price of any security of the Parent Guarantor or the Issuer to facilitate the sale or resale of the

Securities; (ii) neither the Parent Guarantor nor the Issuer has issued or will issue, without the prior consent of the Representatives, on behalf of the Underwriters, any press or other public announcement referring specifically to the proposed issue of, or the terms of, the Securities unless the announcement adequately discloses that stabilizing action may take place in relation to the Securities (but only to the extent required by laws, regulators or guidelines (including the United Kingdom's Financial Conduct Authority Handbook) applicable to the Parent Guarantor, the Issuer, the Underwriters, the Representatives or any other entity undertaking stabilization in connection with the issue of the Securities) and the Parent Guarantor and the Issuer confirms the authority of BNP Paribas to make adequate public disclosure of information, and to act as the central point responsible for handling any request from a competent authority, in each case as required by Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of March 8, 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programs and stabilization measures.

(z) No Unlawful Contributions or Other Payments. Neither the Parent Guarantor nor any of its subsidiaries nor, to the knowledge of the Parent Guarantor or the Issuer, any director, officer, agent, employee or controlled affiliate of the Parent Guarantor or any of its subsidiaries is aware of, or has taken any action, directly or indirectly, that would result in a violation by such persons of the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (the "FCPA") that would be material in the context of this transaction, including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign official" (as such term is defined in the FCPA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the FCPA; and the Parent Guarantor and its subsidiaries have conducted their businesses in compliance in all material respects therewith and have instituted and maintain policies and procedures designed to ensure compliance in all material respects therewith.

(aa) No Conflict with OFAC Laws. None of the Parent Guarantor, any of its subsidiaries or, to the knowledge of the Parent Guarantor or the Issuer, any director, officer, employee or controlled affiliate of the Parent Guarantor or any of its subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Department of Treasury ("OFAC"), and the Parent Guarantor and the Issuer will not knowingly, directly or indirectly, use the proceeds of the offering of the Securities hereunder, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.

(bb) No Conflict with Money Laundering Laws. The operations of the Parent Guarantor and its subsidiaries are and have been conducted at all times in material compliance with applicable financial recordkeeping and reporting requirements of the Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "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 Parent Guarantor or any of its subsidiaries, that would be material in the context of this transaction with respect to the Money Laundering Laws is pending or, to the knowledge of the Parent Guarantor or the Issuer, threatened.

(cc) Local Qualification. It is not necessary under the laws of Luxembourg (i) to enable any holder of Notes to enforce their respective rights under the Indenture, the Notes or the Guarantee, provided that they are not otherwise engaged in business in Luxembourg, or (ii) solely by reason of the execution, delivery or consummation of this Agreement, the Indenture or the offering or sale of the Securities, for any holder of Notes or the Parent Guarantor or the Issuer to be licensed, qualified or entitled to carry out business in Luxembourg.

(dd) Form of Transaction Documents. This Agreement, the Indenture, the Notes, the Paying Agency Agreement and other documents or instruments to be furnished hereunder or thereunder are in proper form under the laws of Luxembourg for the enforcement thereof against the Parent Guarantor or the Issuer, as applicable, and to ensure the legality, validity, enforceability or accessibility into evidence in Luxembourg of each such document or instrument, it is not necessary that any such document or instrument to be furnished hereunder or thereunder be filed or recorded with any court or other authority in Luxembourg.

(ee) Residency of Issuer. The Issuer is a resident of Luxembourg for tax purposes.

(ff) Submission to Jurisdiction; Agent for Service of Process. The Issuer has the power to submit, and pursuant to Section 16(e) of this Agreement has, to the extent permitted by law, legally, validly, effectively and irrevocably submitted, to the jurisdiction of the Specified Courts (as defined in Section 16(e) of this Agreement), and has the power to designate, appoint and empower, and pursuant to Section 16(e) of this Agreement, has legally, validly and effectively designated, appointed and empowered an agent for service of process in any suit or proceeding based on or arising under this Agreement or in any of the Specified Courts.

(gg) Immunity from Jurisdiction. Neither the Issuer nor any of its subsidiaries nor any of its or their properties or assets has any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution or otherwise) under the laws of Luxembourg.

4. Further Agreements of the Parent Guarantor and the Issuer. Each of the Parent Guarantor and the Issuer covenants and agrees, jointly and severally, with each Underwriter that:

(a) Filings with the Commission. The Parent Guarantor and the Issuer will file the Prospectus in a form approved by the Underwriters with the Commission pursuant to Rule 424 under the Securities Act not later than the close of business on the second business day following the date of determination of the public offering price of the Securities or, if applicable, such earlier time as may be required by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act. The Parent Guarantor and the Issuer will file any Issuer Free Writing Prospectus (including the Term Sheet in the form of Schedule 3 to the Underwriting

Agreement) to the extent required by Rule 433 under the Securities Act; and the Parent Guarantor and the Issuer will furnish copies of the Prospectus to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the second day succeeding the date of this Underwriting Agreement in such quantities as the Representatives may reasonably request. If at any time when Securities remain unsold by the Underwriters the Parent Guarantor or the Issuer receives from the Commission a notice pursuant to Rule 401(g)(2) or otherwise ceases to be eligible to use the automatic shelf registration statement form, the Parent Guarantor and the Issuer will (i) promptly notify the Underwriters and (ii) subject to paragraph (c), promptly take such action as shall be necessary to permit the public offering and sale of the Securities to continue as soon as practicable after receipt of such notice.

(b) Delivery of Copies. The Parent Guarantor and the Issuer will deliver, without charge to the Underwriters and counsel for the Underwriters (i) copies of the Registration Statement (including exhibits thereto); (ii) copies of the Preliminary Prospectus and any amendments or supplements thereto, and the Parent Guarantor and the Issuer hereby consent to the use of such copies for purposes permitted by the Securities Act; and (iii) during the Prospectus Delivery Period, such number of copies of the Prospectus and any amendments or supplements thereto as such Underwriter may reasonably request. As used herein, the term "Prospectus Delivery Period" means such period of time after the first date of the public offering of the Securities as in the opinion of counsel for the Underwriters a prospectus relating to the Securities is required by law to be delivered (or required to be delivered but for Rule 172 under the Securities Act) in connection with sales of the Securities by any Underwriter or dealer.

(c) Amendments or Supplements; Issuer Free Writing Prospectuses. Before making, preparing, using, authorizing, approving, referring to or filing any Issuer Free Writing Prospectus, and before filing any amendment or supplement to the Registration Statement, the Prospectus or the Disclosure Package, the Parent Guarantor and the Issuer will furnish to the Representatives and counsel for the Underwriters a copy of the proposed Issuer Free Writing Prospectus, amendment or supplement for review and will not make, prepare, use, authorize, approve, refer to or file any such Issuer Free Writing Prospectus or file any such proposed amendment or supplement to which the Representatives reasonably object.

(d) Notice to the Representatives. The Parent Guarantor and the Issuer will advise the Representatives promptly, and confirm such advice in writing, (i) when any amendment to the Registration Statement has been filed or becomes effective; (ii) when any supplement to the Prospectus or any amendment to the Prospectus or any Issuer Free Writing Prospectus has been filed; (iii) of any request by the Commission for any amendment to the Registration Statement or any amendment or supplement to the Prospectus or the receipt of any comments from the Commission relating to the Registration Statement or any other request by the Commission for any additional information; (iv) of the issuance by the Commission of any order suspending the effectiveness of the Registration Statement or preventing or suspending the use of any Preliminary Prospectus or the Prospectus or the initiation or threatening of any proceeding for that purpose or pursuant to Section 8A of the Securities Act; (v) of the occurrence of any event within the Prospectus Delivery Period as a result of which the Prospectus, the Disclosure Package or any Issuer Free Writing Prospectus as then amended or supplemented would include any untrue statement of a material fact or omit to state a material

fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus, the Disclosure Package or any Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; and (vi) of the receipt by the Parent Guarantor or the Issuer of any notice with respect to any suspension of the qualification of the Securities for offer and sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose; and the Parent Guarantor and the Issuer will use their reasonable best efforts to prevent the issuance of any such order suspending the effectiveness of the Registration Statement, preventing or suspending the use of any Preliminary Prospectus or the Prospectus or suspending any such qualification of the Securities and, if any such order is issued, will obtain as soon as possible the withdrawal thereof.

(e) Disclosure Package. If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which the Disclosure Package as then amended or supplemented would include any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein, in the light of the circumstances, not misleading or (ii) it is necessary to amend or supplement the Disclosure Package to comply with law, the Parent Guarantor and the Issuer will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission (to the extent required) and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Disclosure Package as may be necessary so that the statements in the Disclosure Package as so amended or supplemented will not, in the light of the circumstances, be misleading or so that the Disclosure Package will comply with law.

(f) Ongoing Compliance. If during the Prospectus Delivery Period (i) any event shall occur or condition shall exist as a result of which the Prospectus as then amended or supplemented would include an untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, not misleading or (ii) it is necessary to amend or supplement the Prospectus to comply with law, the Parent Guarantor and the Issuer will immediately notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters and to such dealers as the Representatives may designate, such amendments or supplements to the Prospectus as may be necessary so that the statements in the Prospectus as so amended or supplemented will not, in the light of the circumstances existing when the Prospectus is delivered to a purchaser, be misleading or so that the Prospectus will comply with law.

(g) Blue Sky Compliance. The Parent Guarantor and the Issuer will arrange, if necessary, for the qualification of the Securities for sale under the laws of such jurisdictions as the Representatives may reasonably designate, will maintain such qualifications in effect so long as required for the distribution of the Securities, will arrange for the determination of the legality of the Securities for purchase by institutional investors and will pay any fee of the Financial Industry Regulatory Authority, Inc., in connection with its review of the offering; provided that in no event shall the Parent Guarantor or the Issuer be obligated to qualify to do business in any jurisdiction where it is not now so qualified or to take any action that would subject it to service of process in suits, other than those arising out of the offering or sale of the Securities, in any jurisdiction where it is not now so subject.

(h) Book-Entry. The Parent Guarantor and the Issuer will cooperate with the Underwriters and use its reasonable best efforts to permit the Securities to be eligible for clearance and settlement through the Clearstream and Euroclear.

(i) Clear Market. The Parent Guarantor and the Issuer will not during the period from the date hereof through and including the Closing Date, without the prior written consent of the Representatives, offer, sell, contract to sell, grant any other option to purchase or otherwise dispose of (or enter into any transaction which is designed to, or might reasonably be expected to, result in the disposition (whether by actual disposition or effective economic disposition due to cash settlement or otherwise) by the Parent Guarantor, the Issuer or any affiliate of the Parent Guarantor or the Issuer or any person in privity with the Parent Guarantor or the Issuer or any affiliate of the Parent Guarantor or the Issuer), directly or indirectly, or announce the offering of, any debt securities issued or guaranteed by the Issuer or the Parent Guarantor (other than the Securities, borrowings under its revolving credit agreements and lines of credit and issuances of its commercial paper).

(j) No Stabilization. (i) Neither the Parent Guarantor nor the Issuer will not take, directly or indirectly, any action designed to or that would constitute or that might reasonably be expected to cause or result in, under the Exchange Act or otherwise, stabilization or manipulation of the price of any security of the Parent Guarantor or the Issuer to facilitate the sale or resale of the Securities; (ii) neither the Parent Guarantor nor the Issuer will issue, without the prior consent of the Representatives, on behalf of the Underwriters, any press or other public announcement referring specifically to the proposed issue of, or the terms of, the Securities unless the announcement adequately discloses that stabilizing action may take place in relation to the Securities (but only to the extent required by laws, regulators or guidelines (including the United Kingdom's Financial Conduct Authority Handbook) applicable to the Parent Guarantor, the Issuer, the Underwriters, the Representatives or any other entity undertaking stabilization in connection with the issue of the Securities.)

(k) Use of Proceeds. The Parent Guarantor and its subsidiaries will use the net proceeds received by it from the sale of the Securities in the manner specified in the Disclosure Package and the Prospectus under the caption "Use of Proceeds."

(l) No Downgrade. Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Underwriting Agreement, and prior to the Closing Date, the Issuer and the Parent Guarantor will promptly notify the Representatives by telephone or telecopy of (i) any decrease in the rating of the Securities or any other debt securities of the Parent Guarantor or the Issuer by Moody's Investors Service, Inc., S&P Global Ratings, a division of S&P Global, Inc., Fitch Ratings Ltd. or if such entities no longer are providing such ratings, any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) or (ii) any written notice received from Moody's Investors Service, Inc., S&P Global Ratings, a division of S&P Global, Inc., Fitch Ratings Ltd. or if such entities no longer are providing the ratings referred to in (i), any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) of any intended or contemplated decrease in any such rating or of a possible change in any such rating that does not indicate the direction of the possible change.

(m) Earning Statement. As soon as practicable, the Parent Guarantor will make generally available to its security holders, and to the Representatives, an earning statement or statements of the Parent Guarantor and its subsidiaries which satisfy the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder.

(n) Filing of Exchange Act Documents. The Parent Guarantor will file promptly all reports and any definitive proxy or information statements required to be filed by the Parent Guarantor with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act during the Prospectus Delivery Period.

(o) Record Retention. Each of the Parent Guarantor and the Issuer will, pursuant to reasonable procedures developed in good faith, retain copies of each Issuer Free Writing Prospectus that is not filed with the Commission in accordance with Rule 433 under the Securities Act.

(p) Listing. Each of the Issuer and the Parent Guarantor will use its reasonable best efforts to obtain the listing of the Securities on the Official List of the ISE and the admission to trading of the Securities on the Global Exchange Market of the ISE by no later than 30 days after the Closing Date. Unless required for the purposes of the listing of the Securities as aforesaid, (in which case the Issuer and the Parent Guarantor shall obtain the prior written consent of the Underwriters), the applicable listing document shall not refer to the Underwriters.

(q) Stabilization. In connection with the issuance of the Securities, the Parent Guarantor and the Issuer hereby authorizes one or more of the Underwriters (each a "Stabilizing Manager" and, together, the "Stabilizing Managers") (or any person acting on behalf of the Stabilizing Managers) to over-allot securities or effect transactions with a view to supporting the market price of the Securities at a level higher than that which might otherwise prevail in accordance with applicable laws and regulations. However, the Parent Guarantor and the Issuer acknowledge and agree that there may not necessarily occur any stabilization action. The Parent Guarantor and the Issuer hereby acknowledge and agree that any loss or profit sustained as a consequence of any such over-allotment or stabilization shall be for the account of the Stabilizing Manager. In addition, each of the Parent Guarantor and the Issuer confirms the authority of BNP Paribas to make adequate public disclosure of information, and to act as the central point responsible for handling any request from a competent authority, in each case as required by Article 6(5) of Commission Delegated Regulation (EU) 2016/1052 of March 8, 2016 with regard to regulatory technical standards for the conditions applicable to buy-back programs and stabilization measures.

5. Certain Agreements of the Underwriters. Each Underwriter hereby represents and agrees that:

(a) It has not and will not use, authorize use of, refer to, or participate in the planning for use of, any "free writing prospectus," as defined in Rule 405 under the Securities

Act (which term includes use of any written information furnished to the Commission by the Parent Guarantor or the Issuer and not incorporated by reference into the Registration Statement and any press release issued by the Parent Guarantor or the Issuer) other than (i) a free writing prospectus that, solely as a result of use by such Underwriter, would not trigger an obligation to file such free writing prospectus with the Commission or is not required to be retained by either of the Parent Guarantor or the Issuer pursuant to Rule 433, (ii) a term sheet substantially in the form of Schedule 3, (iii) any Issuer Free Writing Prospectus listed on Schedule 2 or prepared pursuant to Section 3(e) or Section 4(c) above (including any electronic road show), or (iv) any free writing prospectus prepared by such underwriter and approved by each of the Parent Guarantor and the Issuer in advance in writing (each such free writing prospectus referred to in clauses (i) or (iv), an "Underwriter Free Writing Prospectus").

(b) It is not subject to any pending proceeding under Section 8A of the Securities Act with respect to the offering (and will promptly notify the Parent Guarantor and the Issuer if any such proceeding against it is initiated during the Prospectus Delivery Period).

6. Conditions of Underwriters' Obligations. The obligation of each Underwriter to purchase Securities on the Closing Date as provided herein is subject to the performance by each of the Parent Guarantor and the Issuer of their covenants and other obligations hereunder and to the following additional conditions:

(a) Registration Compliance; No Stop Order. No order suspending the effectiveness of the Registration Statement shall be in effect, and no proceeding for such purpose or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission, and no notice of objection of the Commission to use the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act shall have been received; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act and in accordance with Section 4(a) hereof; and all requests by the Commission for additional information shall have been complied with to the reasonable satisfaction of the Representatives.

(b) Representations and Warranties. The representations and warranties of each of the Parent Guarantor and the Issuer contained herein shall be true and correct in all material respects on the date hereof and on and as of the Closing Date; and the statements of the each of the Parent Guarantor and the Issuer and its officers made in any certificates delivered pursuant to this Underwriting Agreement shall be true and correct in all material respects on and as of the Closing Date.

(c) No Material Adverse Effect. Subsequent to the execution and delivery of this Underwriting Agreement, or, if earlier, the date of the latest financial statements included in the Disclosure Package and the Prospectus, there has been no material adverse change in the condition (financial or other), earnings, business or properties of the Parent Guarantor and its subsidiaries, taken as a whole, whether or not arising from transactions in the ordinary course of business, except as set forth in or contemplated in the Disclosure Package and the Prospectus, the effect of which is, in the judgment of the Representatives, so material and adverse as to make it impracticable or inadvisable to market the Securities as contemplated by this Underwriting Agreement, the Disclosure Package and the Prospectus.

(d) Officers' Certificate. The Representatives shall have received on and as of the Closing Date (1) a certificate of the Parent Guarantor, signed by the chairman of the board, any president or vice president (whether or not designated by a number or word added before or after the title vice president) and the principal financial or accounting officer of the Parent Guarantor and (2) a certificate of the Issuer, signed by a manager of its Board of Managers or an executive officer of the Issuer, each certificate to the effect that the signers of such certificate have carefully examined the Registration Statement, the Disclosure Package and the Prospectus and, that, (i) the representations and warranties of the Parent Guarantor and the Issuer, as applicable, set forth in Section 3 hereof are true and correct in all material respects on and as of the Closing Date and each of the Parent Guarantor and the Issuer, as applicable, has substantially complied with all agreements and substantially satisfied all the conditions on its part to be performed or satisfied hereunder at or prior to the Closing Date and (ii) to the effect set forth in paragraphs (a) and (c) above.

(e) Comfort Letters. On the date of this Underwriting Agreement and on the Closing Date, Ernst & Young LLP shall have furnished to the Representatives, at the request of the Parent Guarantor, letters, dated the respective dates of delivery thereof and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives containing statements and information of the type customarily included in accountants' "comfort letters" to underwriters with respect to the financial statements and certain financial information contained or incorporated by reference in the Registration Statement, the Disclosure Package and the Prospectus; provided that the letter delivered on the Closing Date shall use a "cut-off" date no more than three business days prior to the Closing Date.

(f) Opinion of In-House Counsel for the Parent Guarantor and the Issuer. Bridget K. Quinn, Corporate Secretary and Group Counsel of the Parent Guarantor, shall have furnished to the Underwriters, at the request of the Parent Guarantor and the Issuer, her written opinion, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives, to the effect set forth in Annex A hereto.

(g) Opinion of Counsel for the Parent Guarantor and the Issuer. The Parent Guarantor and the Issuer shall have furnished to the Underwriters (i) the opinion and negative assurance letter of Kirkland & Ellis LLP, as counsel for the Parent Guarantor and the Issuer, dated the Closing Date, to the effect set forth in Annex B hereto and (ii) the opinion of Baker & McKenzie LLP, as counsel for the Issuer, dated the Closing Date, to the effect set forth in Annex C hereto.

(h) Opinion of Counsel for the Underwriters. The Underwriters shall have received from Mayer Brown LLP, counsel for the Underwriters, such opinion or opinions, dated the Closing Date, with respect to the issuance and sale of the Securities, the Indenture, the Registration Statement, the Prospectus, the Disclosure Package and other related matters as the Representatives may reasonably require, and each of the Parent Guarantor and the Issuer shall have furnished to such counsel such documents as they reasonably request for the purpose of enabling them to pass upon such matters.

(i) Clearance. The Securities shall be eligible for clearance and settlement through Clearstream and Euroclear.

(j) Additional Documents. On or prior to the Closing Date, each of the Parent Guarantor and the Issuer shall have furnished to the Representatives such further information, documents, certificates and opinions of counsel as the Representatives may reasonably request.

If any of the conditions specified in this Section 6 shall not have been fulfilled when and as provided in this Underwriting Agreement, or if any of the opinions and certificates mentioned above or elsewhere in this Underwriting Agreement shall not be in all material respects reasonably satisfactory in form and substance to the Underwriters and their counsel, this Underwriting Agreement and all obligations of any Underwriter hereunder may be canceled at any time by such Underwriter. Notice of such cancellation shall be given to the Parent Guarantor and the Issuer in writing or by telephone or telegraph confirmed in writing.

The documents required to be delivered by this Section 6 shall be delivered at the offices of Mayer Brown LLP, counsel for the Underwriters, at 71 South Wacker Drive, Chicago, Illinois 60606, on the date hereof.

7. Indemnification and Contribution.

(a) Indemnification of the Underwriters. Each of the Parent Guarantor and the Issuer agrees, jointly and severally, to indemnify and hold harmless each Underwriter, its affiliates, directors, officers or employees and each person, if any, who controls such Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, from and against any and all losses, claims, damages or liabilities, joint or several, to which each Underwriter, its affiliates, directors, officers or employees and each person, if any, who controls such Underwriter may become subject under the Securities Act, the Exchange Act or other Federal or state statutory law or regulation, at common law or otherwise, insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement as originally filed or in any amendment thereof, or in the Disclosure Package (or any part thereof), the Prospectus or any preliminary Prospectus, or in any amendment thereof or supplement thereto, or in any Issuer Free Writing Prospectus or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make the statements therein not misleading, and agrees to reimburse as incurred each such indemnified party for any legal or other expenses reasonably incurred by them in connection with investigating or defending any such loss, claim, damage, liability or action; provided, however, that the Parent Guarantor and the Issuer will not be liable in any such case to the extent that any such loss, claim, damage or liability arises out of or is based upon any such untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Parent Guarantor and the Issuer by or on behalf of any

Underwriter specifically for use in connection with the preparation thereof. This indemnity agreement will be in addition to any liability which the Parent Guarantor and the Issuer may otherwise have. If either of the Parent Guarantor or the Issuer shall default in its obligations to deliver the Securities, the Parent Guarantor and the Issuer shall, jointly and severally, indemnify and hold each Underwriter harmless against any loss, claim or damage arising from or as a result of such default by the Parent Guarantor or the Issuer.

(b) Indemnification of the Parent Guarantor and the Issuer. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless each of the Parent Guarantor and the Issuer, each of its respective employees and directors, each of its respective officers who signs the Registration Statement and each person who controls the Parent Guarantor or the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, to the same extent as the foregoing indemnity from the Parent Guarantor and the Issuer to each Underwriter, but only with reference to written information relating to such Underwriter furnished to the Parent Guarantor and the Issuer by the Representatives on behalf of such Underwriter specifically for use in the preparation of the documents referred to in the foregoing indemnity. This indemnity agreement will be in addition to any liability which each Underwriter may otherwise have. Each of the Parent Guarantor and the Issuer acknowledges that the following constitute the only information furnished in writing by or on behalf of the Underwriters for inclusion in the documents referred to in the foregoing indemnity: (i) the information in the table on page S-38 of the Prospectus listing the "Underwriters" and the "Principal Amount of Notes"; and (ii) the third, eighth and ninth paragraphs, and fifth sentence of the seventh paragraph each under the caption "Underwriting (Conflicts of Interest)" beginning on page S-38 of the Prospectus, and the Representatives confirm that such statements are correct.

(c) Notice and Procedures. Promptly after receipt by an indemnified party under this Section 7 of notice of the commencement of any action, such indemnified party will, if a claim in respect thereof is to be made against the indemnifying party under this Section 7, notify the indemnifying party in writing of the commencement thereof; but the omission so to notify the indemnifying party (i) will not relieve it from liability which it may have to any indemnified party. In case any such action is brought against any indemnified party, and it notifies the indemnifying party of the commencement thereof, the indemnifying party will be entitled to participate therein, and to the extent that it may elect by written notice delivered to the indemnified party promptly after receiving the aforesaid notice from such indemnified party, to assume the defense thereof, with counsel satisfactory to such indemnified party; provided, however, that if the defendants in any such action include both the indemnified party and the indemnifying party and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or other indemnified parties which are different from or additional to those available to the indemnifying party, the indemnified party or parties shall have the right to select separate counsel to assert such legal defenses and to otherwise participate in the defense of such action on behalf of such indemnified party or parties. Upon receipt of notice from the indemnifying party to such indemnified party of its election so to assume the defense of such action and approval by the indemnified party of counsel, the indemnifying party will not be liable to such indemnified party under this Section 7 for any legal or other expenses subsequently incurred by such indemnified party in connection with the defense thereof unless (i) the indemnified party shall have employed

separate counsel in connection with the assertion of legal defenses in accordance with the proviso to the next preceding sentence (it being understood, however, that the indemnifying party shall not be liable for the expenses of more than one separate counsel and an additional local counsel, if needed, approved by the Representatives in the case of paragraph (a) of this Section 7, representing the indemnified parties under such paragraph (a) who are parties to such action), (ii) the indemnifying party shall not have employed counsel satisfactory to the indemnified party to represent the indemnified party within a reasonable time after notice of commencement of the action, (iii) the indemnifying party has authorized the employment of counsel for the indemnified party at the expense of the indemnifying party or (iv) the use of counsel chosen by the indemnifying party to represent the indemnified party would present such counsel with a conflict of interest; and except that, if clause (i) or (iii) is applicable, such liability shall be only in respect of the counsel referred to in such clause (i) or (iii). An indemnifying party will not, without the prior written consent of the indemnified parties, settle or compromise or consent to the entry of any judgment with respect to any pending or threatened claim, action, suit or proceeding in respect of which indemnification or contribution may be sought hereunder (whether or not the indemnified parties are actual or potential parties to such claim or action) unless such settlement, compromise or consent (i) includes an unconditional release of each indemnified party from all liability arising out of such claim, action, suit or proceeding and (ii) does not include any statement as to or any admission of fault, culpability or a failure to act by or on behalf of any indemnified party.

(d) Contribution and Limitation on Liability. In order to provide for just and equitable contribution in circumstances in which the indemnification provided for in paragraph (a) or (b) of this Section 7 is due in accordance with its terms, but is held by a court to be unavailable or insufficient in whole or in part to hold harmless an indemnified party for any reason, the Parent Guarantor, the Issuer and each Underwriter agree to contribute to the aggregate losses, claims, damages and liabilities (including legal or other expenses reasonably incurred in connection with investigating or defending same) (collectively, "Losses") to which the Parent Guarantor, the Issuer and one or more Underwriters may be subject in such proportion as is appropriate to reflect the relative benefits received by the Parent Guarantor and the Issuer, on the one hand, and each Underwriter, on the other hand, from the offering of the Securities from which such Losses arise; provided, however, that in no case shall any Underwriter be responsible for any amount in excess of the commissions received by such Underwriter in connection with the Securities from which such Losses arise. If the allocation provided by the immediately preceding sentence is unavailable for any reason, the Parent Guarantor and the Issuer and each Underwriter shall contribute in such proportion as is appropriate to reflect not only such relative benefits but also the relative fault of the Parent Guarantor and the Issuer, on the one hand, and of each Underwriter, on the other hand, in connection with the statements or omissions which resulted in such Losses as well as any other relevant equitable considerations. Benefits received by the Parent Guarantor and the Issuer shall be deemed to be equal to the total net proceeds from the offering (before deducting expenses) of the Securities from which such Losses arise, and benefits received by each Underwriter shall be deemed to be equal to the total commissions received by such Underwriter in connection with the Securities from which such Losses arise. Relative fault shall be determined by reference to whether any alleged untrue statement or omission relates to information provided by the Parent Guarantor, the Issuer or any Underwriter. The Parent Guarantor, the Issuer and each Underwriter agree that it would not be just and equitable if

contribution were determined by pro rata allocation or any other method of allocation which does not take account of the equitable considerations referred to above. Notwithstanding the provisions of this paragraph (d), no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this Section 7, each person who controls any Underwriter within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act and each director, officer and employee of any Underwriter shall have the same rights to contribution as such Underwriter and each person who controls the Parent Guarantor or the Issuer within the meaning of either Section 15 of the Securities Act or Section 20 of the Exchange Act, each officer of the Parent Guarantor or the Issuer who shall have signed the Registration Statement and each director, officer or employee of either the Parent Guarantor or the Issuer shall have the same rights to contribution as the Parent Guarantor or the Issuer, subject in each case to the applicable terms and conditions of this paragraph (d). Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph (d), notify such party or parties from whom contribution may be sought, but the omission to so notify such party or parties shall not relieve the party or parties from whom contribution may be sought from other obligation it or they may have hereunder or otherwise than under this paragraph (d).

8. Termination. This Underwriting Agreement shall be subject to termination in the absolute discretion of the Representatives, by notice given to the Parent Guarantor or the Issuer, if after the execution and delivery of this Underwriting Agreement and prior to the Closing Date (i) there shall have occurred, any change, or any development involving a prospective change, in or affecting the business or properties of the Parent Guarantor and its subsidiaries, taken as a whole, the effect of which is, in the judgment of the Representatives, so material and adverse as to make it impractical to proceed with the offering or delivery of the Securities, (ii) there shall have been, any decrease in the rating of any of the Parent Guarantor's or Issuer's debt securities by Moody's Investors Service, Inc., S&P Global Ratings, a division of S&P Global, Inc., Fitch Ratings Ltd. or if such entities no longer are providing such ratings, any "nationally recognized statistical rating organization" (as defined in Section 3(a)(62) of the Exchange Act) or any formal notice given of any intended or contemplated decrease in any such rating, (iii) trading in the Parent Guarantor's Common Stock shall have been suspended by the Commission or the New York Stock Exchange or trading in securities generally on the New York Stock Exchange shall have been suspended or limited or minimum prices shall have been established on such Exchange, (iv) a material disruption shall have occurred in commercial banking or securities settlement or clearance services in the United States, (v) a banking moratorium shall have been declared either by Federal or New York State authorities or (vi) there shall have occurred any material outbreak or material escalation of hostilities, declaration by the United States of a national emergency or war or other calamity or crisis, the effect of which on financial markets is such as to make it, in the judgment of the Representatives, impracticable to proceed with the offering or delivery of the Securities as contemplated by the Disclosure Package and the Prospectus (exclusive of any amendment or supplement subsequent to such event).

9. Defaulting Underwriter. (a) If, on the Closing Date, any Underwriter defaults on its obligation to purchase the Securities that it has agreed to purchase hereunder, the non-defaulting

Underwriters may in their discretion arrange for the purchase of such Securities by other persons satisfactory to the Parent Guarantor and the Issuer on the terms contained in this Underwriting Agreement. If, within 36 hours after any such default by any Underwriter, the non-defaulting Underwriters do not arrange for the purchase of such Securities, then the Parent Guarantor and the Issuer shall be entitled to a further period of 36 hours within which to procure other persons satisfactory to the non-defaulting Underwriters to purchase such Securities on such terms. If other persons become obligated or agree to purchase the Securities of a defaulting Underwriter, either the non-defaulting Underwriters or the Parent Guarantor and the Issuer may postpone the Closing Date for up to five full business days in order to effect any changes that in the opinion of counsel for the Parent Guarantor and the Issuer or counsel for the Underwriters may be necessary in the Registration Statement and the Prospectus or in any other document or arrangement, and the Parent Guarantor and the Issuer agree to promptly prepare any amendment or supplement to the Registration Statement and the Prospectus that effects any such changes. As used in this Underwriting Agreement, the term "Underwriter" includes, for all purposes of this Underwriting Agreement unless the context otherwise requires, any person not listed in this Underwriting Agreement that, pursuant to this Section 9, purchases Securities that a defaulting Underwriter agreed but failed to purchase.

(b) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Parent Guarantor and the Issuer as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased does not exceed one-eleventh of the aggregate principal amount of all the Securities, then the Parent Guarantor and the Issuer shall have the right to require each non-defaulting Underwriter to purchase the principal amount of Securities that such Underwriter agreed to purchase hereunder plus such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities of such defaulting Underwriter or Underwriters for which such arrangements have not been made.

(c) If, after giving effect to any arrangements for the purchase of the Securities of a defaulting Underwriter or Underwriters by the non-defaulting Underwriters and the Parent Guarantor and the Issuer as provided in paragraph (a) above, the aggregate principal amount of such Securities that remains unpurchased exceeds one-eleventh of the aggregate principal amount of all the Securities, or if the Parent Guarantor and the Issuer shall not exercise the right described in paragraph (b) above, then this Underwriting Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Underwriting Agreement pursuant to this Section 9 shall be without liability on the part of the Parent Guarantor or the Issuer, except that the Parent Guarantor and the Issuer will continue to be liable for the payment of expenses as set forth in Section 10 hereof and except that the provisions of Section 7 hereof shall not terminate and shall remain in effect.

(d) Nothing contained herein shall relieve a defaulting Underwriter of any liability it may have to the Parent Guarantor or the Issuer or any non-defaulting Underwriter for damages caused by its default.

10. Payment of Expenses. (a) Whether or not the transactions contemplated by this Underwriting Agreement are consummated or this Underwriting Agreement is terminated, the

Parent Guarantor and the Issuer, jointly and severally, will pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the copying and distribution of the Indenture and the Paying Agency Agreement and, in each case, the preparation of the certificates representing the Securities; (ii) the costs incident to the preparation, printing and filing under the Securities Act of the Registration Statement, any Preliminary Prospectus and the Prospectus (including all exhibits, amendments and supplements thereto) and the distribution thereof; (iii) the printing (or reproduction) and delivery (including postage, air freight charges and charges for counting and packaging) of such copies of any Preliminary Prospectus, any Issuer Free Writing Prospectus, any Disclosure Package and the Prospectus, and all amendments or supplements to either of them, as may, in each case, be reasonably requested for use in connection with the offering and sale of the Securities; (iv) the preparation, printing, authentication, issuance and delivery of certificates for the Securities, including any stamp or transfer taxes in connection with the original issuance and sale of the Securities; (v) the printing (or reproduction) and delivery of this Underwriting Agreement and all other agreements or documents printed (or reproduced) and delivered in connection with the offering of the Securities; (vi) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the securities or blue sky laws of such jurisdictions as the Representatives may designate (including filing fees) and the preparation, printing and distribution of a Blue Sky Memorandum (including the related reasonable fees and expenses of counsel for the Underwriters); (vii) the transportation and other expenses incurred by or on behalf of Parent Guarantor or Issuer representatives in connection with presentations to prospective purchasers of the Securities; (viii) the fees and expenses of the Parent Guarantor's accountants and the fees and expenses of counsel (including local and special counsel) for the Parent Guarantor; (ix) any fees charged by securities rating services for rating the Securities; (x) the fees and expenses of the Trustee and any agent of the Trustee, including any paying agent, and the fees and disbursements of counsel for the Trustee in connection with the Indenture and the Securities; (xi) all expenses and application fees incurred in connection with any filing with, and clearance of any offering by the Financial Industry Regulatory Authority, Inc.; (xii) all fees and expenses (including reasonable fees and expenses of counsel) in connection with the approval of the Securities by Clearstream and Euroclear for book-entry transfer; (xiii) all fees and expenses in connection with the listing of the Securities on the Official List of the ISE and the admission of the Securities to the Global Exchange Market of the ISE; and (xiv) all other costs and expenses incurred by either of the Parent Guarantor or the Issuer incident to the performance by the Parent Guarantor and the Issuer of its obligations hereunder. It is understood, however, that except as provided in this Section 10 and Section 7, the Underwriters will pay all of their own costs and expenses, including the fees of their counsel.

(b) If (i) this Underwriting Agreement is terminated pursuant to Section 8, (ii) the Parent Guarantor or the Issuer for any reason fail to tender the Securities for delivery to the Underwriters or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Underwriting Agreement, each of the Parent Guarantor and the Issuer agrees, jointly and severally, to reimburse the Underwriters for all out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with this Underwriting Agreement and the offering contemplated hereby.

11. Judgment Currency. If for the purposes of obtaining judgment in any court it is necessary to convert a sum due hereunder into any currency other than U.S. dollars, the parties hereto agree, to the fullest extent permitted by law, that the rate of exchange used shall be the rate at which in accordance with normal banking procedures the Underwriters could purchase U.S. dollars with such other currency in The City of New York on the business day preceding that on which final judgment is given. The obligation of the Parent Guarantor and the Issuer with respect to any sum due from it to any Underwriter or any person controlling any Underwriter shall, notwithstanding any judgment in a currency other than U.S. dollars, not be discharged until the first business day following receipt by such Underwriter or controlling person of such Underwriter of any sum in such other currency, and only to the extent that such Underwriter or controlling person of such Underwriter may in accordance with normal banking procedures purchase U.S. dollars with such other currency. If the U.S. dollars so purchased are less than the sum originally due to such Underwriter or controlling person of such Underwriter hereunder, the Parent Guarantor and the Issuer agree, as a separate obligation and notwithstanding any such judgment, to indemnify such Underwriter or controlling person of such Underwriter against such loss. If the U.S. dollars so purchased are greater than the sum originally due to such Underwriter or controlling person of such Underwriter hereunder, such Underwriter or controlling person of such Underwriter agrees to pay to the Parent Guarantor and the Issuer an amount equal to the excess of the United States Dollars so purchased over the sum originally due to such Underwriter or controlling person of such Underwriter hereunder. Any amounts payable by the Parent Guarantor and the Issuer or any Underwriter under this Section 11 shall be paid to the applicable Underwriter(s) or the Parent Guarantor and the Issuer (as applicable) as promptly as reasonably practicable.

12. Stabilization. If an Underwriter (or persons acting on its behalf), in connection with the distribution of the Securities, offers Securities in excess of the aggregate principal amount to be issued or effects transactions with a view to supporting the market price of the Securities at levels other than those which might otherwise prevail in the open market, such person(s) shall not in doing so be deemed to act as an agent of either the Parent Guarantor or the Issuer. Neither the Parent Guarantor nor the Issuer will as a result of any action taken by an Underwriter (or persons acting on its behalf) under this clause be obliged to issue Securities in excess of the aggregate amount of Securities to be issued under this Agreement, nor shall the Parent Guarantor or the Issuer be liable for any loss, or entitled to any profit, arising from any excess offers or stabilization.

13. Agreement Among Managers. By executing this Agreement, each of the Underwriters hereby agrees to be bound by the provisions of the ICMA Agreement Among Managers Version 1 (Fixed-Price Non-Equity Related Issues)/New York Law Schedule (the "AMM"), save that clause 3 of the AMM shall not apply and, in the event of any conflict between the provisions of the AMM and this Agreement, the terms of this Agreement shall prevail. For the purposes of the AMM, "Managers" means the Underwriters and the "Lead Managers" means the Representatives, "Settlement Lead Manager" and "Stabilizing Manager" means BNP Paribas and "Subscription Agreement" means the Underwriting Agreement.

14. Persons Entitled to Benefit of Agreement. This Underwriting Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and the officers and directors and any controlling persons referred to herein, and the affiliates of each

Underwriter referred to in Section 7 hereof. Nothing in this Underwriting Agreement is intended or shall be construed to give any other person any legal or equitable right, remedy or claim under or in respect of this Underwriting Agreement or any provision contained herein. No purchaser of Securities from any Underwriter shall be deemed to be a successor merely by reason of such purchase.

15. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Parent Guarantor, the Issuer and the Underwriters contained in this Underwriting Agreement or made by or on behalf of either of the Parent Guarantor or the Issuer or the Underwriters pursuant to this Underwriting Agreement or any certificate delivered pursuant hereto shall survive the delivery of and payment for the Securities and shall remain in full force and effect, regardless of any termination of this Underwriting Agreement or any investigation made by or on behalf of the Parent Guarantor, the Issuer or the Underwriters.

16. Certain Defined Terms. For purposes of this Underwriting Agreement, (a) except where otherwise expressly provided, the term "affiliate" has the meaning set forth in Rule 405 under the Securities Act; (b) the term "business day" means any day other than a day on which banks are permitted or required to be closed in New York City and (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act.

17. Miscellaneous. (a) Authority of the Representatives. Any action by the Underwriters hereunder may be taken by the Representatives on behalf of the Underwriters, and any such action taken by the Representatives shall be binding upon the Underwriters.

(b) Notices. All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given if mailed or transmitted and confirmed by any standard form of telecommunication. Notices to the Underwriters shall be given to the Representatives at BNP Paribas, 10 Harewood Avenue, London NW1 6AA, United Kingdom, Attention: Fixed Income Syndicate (fax no.: +44 (0) 20 7595 2555); J.P. Morgan Securities plc, 25 Bank Street, Canary Wharf, London E14 5JP, United Kingdom, Attention: Head of Debt Syndicate and Head of EMEA Debt Capital Markets Group (fax: +44 (0) 20 3493 0682); and Mizuho International plc, Mizuho House, 30 Old Bailey, London EC4M 7AU, United Kingdom, Attention: DCM (fax no.: +44 207 651 2563). Notices to the Parent Guarantor or the Issuer shall be given to it at 2000 North M-63, Benton Harbor, Michigan 49022-2692, (fax no. (269) 923-5515); Attention: Treasurer, or if different, to the address set forth in this Underwriting Agreement.

(c) Contractual Recognition of Bail-in. Notwithstanding and to the exclusion of any other term of this Agreement or any other agreements, arrangements, or understanding among the parties hereto, each counterparty hereunder to a BRRD Party under this Agreement acknowledges and accepts that a BRRD Liability arising under this Agreement may be subject to the exercise of Bail-in Powers by the Relevant Resolution Authority, and acknowledges, accepts and agrees to be bound by:

(1) the effect of the exercise of Bail-in Powers by the Relevant Resolution Authority in relation to any BRRD Liability of the BRRD Party to it under this Agreement, that

(without limitation) may include and result in any of the following, or some combination thereof:

(i) the reduction of all, or a portion, of the BRRD Liability or outstanding amounts due thereon;

(ii) the conversion of all, or a portion, of the BRRD Liability into shares, other securities or other obligations of the relevant BRRD Party or another person, and the issue to or conferral on it of such shares, securities or obligations;

(iii) the cancellation of the BRRD Liability; and/or

(iv) the amendment or alteration of any interest, if applicable, thereon, the maturity or the dates on which any payments are due, including by suspending payment for a temporary period; and

(2) the variation of the terms of this Agreement, as deemed necessary by the Relevant Resolution Authority, to give effect to the exercise of Bail-in Powers by the Relevant Resolution Authority.

For the purposes of this Agreement:

"Bail-in Legislation" means in relation to a member state of the European Economic Area which has implemented, or which at any time implements, the BRRD, the relevant implementing law, regulation, rule or requirement as described in the EU Bail-in Legislation Schedule from time to time.

"Bail-in Powers" means any Write-down and Conversion Powers as defined in the EU Bail-in Legislation Schedule in relation to the relevant Bail-in Legislation.

"BRRD" means Directive 2014/59/EU establishing a framework for the recovery and resolution of credit institutions and investment firms.

"BRRD Party" means any Underwriter subject to Bail-in Powers.

"BRRD Liability" means a liability arising under this Agreement in respect of which the Bail-in Powers in the applicable Bail-in Legislation may be exercised.

"EU Bail-in Legislation Schedule" means the document described as such, then in effect, and published by the Loan Market Association (or any successor person) from time to time at http://www.lma.eu.com/pages.aspx?p=499.

"Relevant Resolution Authority" means the resolution authority with the ability to exercise any Bail-in Powers in relation to the relevant BRRD Party.

(d) Taxes. All payments to be made by the Issuer under this Underwriting Agreement shall be paid free and clear of and without deduction or withholding for or on account of, any present or future taxes, levies, imposts, duties, fees, assessments or other

charges of whatever nature, imposed by the Grand Duchy of Luxembourg or by any department, agency or other political subdivision or taxing authority thereof or therein, and all interest, penalties or similar liabilities with respect thereto (collectively, "Taxes"). If any Taxes are required by law to be deducted or withheld in connection with such payments, the Issuer will increase the amount paid so that the full amount of such payment is received by the Underwriters.

(e) Governing Law; Waiver of Jury Trial. This Underwriting Agreement shall be governed by and construed in accordance with the laws of the State of New York. The Parent Guarantor, the Issuer and the Underwriters hereby irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

(f) 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. The Issuer irrevocably appoints Parent Guarantor's Corporate Secretary at the Parent Guarantor's principal executive offices at 2000 North M-63, Benton Harbor, Michigan 49022 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.

(g) 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 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.

(h) Amendments or Waivers. No amendment or waiver of any provision of this Underwriting Agreement, nor any consent or approval to any departure therefrom, shall in any event be effective unless the same shall be in writing and signed by the parties hereto.

(i) Headings. The headings herein are included for convenience of reference only and are not intended to be part of, or to affect the meaning or interpretation of, this Underwriting Agreement.

(j) Counterparts. This Underwriting Agreement may be executed in counterparts (which may include counterparts delivered by any standard form of telecommunication), each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

If the foregoing is in accordance with your understanding, please indicate your acceptance of this Underwriting Agreement by signing in the space provided below.

Very truly yours,

WHIRLPOOL FINANCE LUXEMBOURG S.À. R.L., as Issuer

By: /s/ Silvia Montalbetti
Name: Silvia Montabetti
Title: Class A Manager

WHIRLPOOL CORPORATION,
as Parent Guarantor

By: /s/ Matthew M. Nochowitz
Name: Matthew M. Nochowitz
Title: Vice President, Tax and Treasurer

Accepted: November 6, 2017

By: BNP PARIBAS

By: /s/ Hugh Pryse-Davies
Name: Hugh Pryse-Davies
Title: Duly Authorised Signatory

By: /s/ Heike Kruger
Name: Heike Kruger
Title: Authorised Signatory

Accepted: November 6, 2017

By: J.P. MORGAN SECURITIES PLC

By: /s/ Nick Darrant
Name: Nick Darrant
Title: Executive Director

Accepted: November 6, 2017

By: MIZUHO INTERNATIONAL PLC

By: /s/ Guy Reid
Name: Guy Reid
Title: Managing Director

Accepted: November 6, 2017

By: DEUTSCHE BANK AG, LONDON BRANCH

By: /s/ Jared Birnbaum
Name: Jared Birnbaum
Title: Managing Director, Debt Capital Markets Coverage - Corporates

By: /s/ John C. McCabe
Name: John C. McCabe
Title: Managing Director

Accepted: November 6, 2017

By: GOLDMAN SACHS & CO. LLC

By: /s/ Raffael Fiumara
Name: Raffael Fiumara
Title: Vice President

Accepted: November 6, 2017

By: WELLS FARGO SECURITIES INTERNATIONAL LIMITED

By: /s/ Alicia Reyes
Name: Alicia Reyes
Title: CEO

Schedule 1

Underwriters	Principal Amount of Notes
BNP Paribas	€ 150,000,000
J.P. Morgan Securities plc	150,000,000
Mizuho International plc	150,000,000
Deutsche Bank AG, London Branch	60,000,000
Goldman Sachs & Co. LLC	60,000,000
Wells Fargo Securities International Limited	30,000,000
Total	€ 600,000,000

Schedule 2

1. The term sheet set forth in Schedule 3 hereto.

Schedule 3

€600,000,000
WHIRLPOOL FINANCE LUXEMBOURG S.À R.L.
1.100% Notes due 2027
Fully and Unconditionally Guaranteed by
WHIRLPOOL CORPORATION
Pricing Term Sheet
November 6, 2017

Issuer:	Whirlpool Finance Luxembourg S.à r.l.
Parent Guarantor:	Whirlpool Corporation
Rank:	Senior, Unsecured
Principal Amount:	€600,000,000
Offering Format:	SEC Registered
Maturity Date:	November 9, 2027
Coupon (Interest Rate):	1.100%
Listing:	Application will be made to list the notes on the Official List of the Irish Stock Exchange and have the Securities admitted to trading on the Global Exchange Market thereof.
Price to Public:	98.914%
Yield to Maturity:	1.216%
Spread to Benchmark Bund:	+87.8 bps
Benchmark Bund:	DBR 0.500% due August 15, 2027
Benchmark Bund Price and Yield:	101.55; 0.338%
Spread to Mid Swaps:	+40 bps
Mid Swaps Yield:	0.816%
Interest Payment Date:	Annually on November 9, commencing November 9, 2018
Day Count Convention:	ACTUAL/ACTUAL (ICMA)
Make-Whole Call:	Prior to August 9, 2027, at a discount rate of Comparable Government Bond Rate plus 15 basis points
Par Call:	On or after August 9, 2027
Trade Date:	November 6, 2017
Settlement Date:	November 9, 2017 (T+3)
Change of Control Offer to Purchase:	If the Parent Guarantor experiences a Change of Control Repurchase Event, the Issuer will be required, unless it has exercised the right to redeem the notes, to offer to repurchase the notes at a purchase price equal to 101% of their principal amount, plus accrued and unpaid interest to the repurchase date.
Denominations:	€100,000 and integral multiples of €1,000 in excess thereof
ISIN/Common Code:	XS1716616179 / 171661617
Joint Book-Running Managers:	BNP Paribas J.P. Morgan Securities plc Mizuho International plc Deutsche Bank AG, London Branch Goldman Sachs & Co. LLC Wells Fargo Securities International Limited
Stabilization	FCA

The parent guarantor and the issuer have filed a registration statement (including a prospectus) with the SEC for the offering to which this communication relates. Before you invest, you should read the prospectus in that registration statement and other documents the parent guarantor has filed with the SEC for more complete information about the parent guarantor, the issuer and this offering. You may get these documents for free by visiting EDGAR on the SEC Web site at www.sec.gov. Alternatively, the parent guarantor, the issuer, any underwriter or any dealer participating in the offering will arrange to send you the prospectus if you request it by calling BNP Paribas, toll free at 1-800-854-5674, J.P. Morgan Securities plc at +44 207-134-2468 or Mizuho International plc at +44 207 090 6929.

Annex A

[Provided under separate cover]

[Provided under separate cover]

[Provided under separate cover]

Exhibit 4.1

WHIRLPOOL FINANCE LUXEMBOURG S.À R.L.
WHIRLPOOL CORPORATION

CERTIFICATE OF DESIGNATED OFFICERS
November 9, 2017

Pursuant to Sections 2.01, 2.03 and 11.05 of the Indenture, dated as of November 2, 2016 (the "**Indenture**"), among Whirlpool Corporation (the "**Parent Guarantor**"), Whirlpool Finance Luxembourg S.à r.l. (the "**Issuer**") and U.S. Bank National Association, as Trustee (the "**Trustee**"), and pursuant to resolutions adopted by the Board of Directors of the Parent Guarantor on April 21, 2015 and resolutions adopted by the Board of Managers of the Issuer on October 25, 2016 and November 2, 2017 (collectively, the "**Resolutions**"), the undersigned officers of the Parent Guarantor and authorized agents of the Issuer do hereby certify that there is hereby approved and established pursuant to the Indenture, €600,000,000 aggregate amount of the Issuer's 1.100% Senior Notes due 2027 (the "**Securities**") whose terms shall be as set forth in Annex A-1 attached hereto.

The undersigned officers and agents (i) have read the applicable provisions of the Indenture, (ii) have reviewed the form and terms of the Securities, (iii) have made such examination or investigation as is necessary, in the opinion of the undersigned, to enable the undersigned to express an informed opinion as to whether or not the applicable conditions precedent under the Indenture have been complied with, (iv) hereby certify that the applicable conditions precedent under the Indenture have been complied with and (v) hereby certify that the form and terms of the Securities comply with the Indenture.

Capitalized terms used but not defined herein have the meanings ascribed thereto in the Indenture.

IN WITNESS WHEREOF, each of the undersigned has signed his or her name as of the date first written above.

By: /s/ Joseph Lovechio
Name: Joseph Lovechio
Title: Vice President and Corporate Controller, Whirlpool Corporation

By: /s/ Matthew M. Nochowitz
Name: Matthew M. Nochowitz
Title: Vice President, Tax and Treasurer, Whirlpool Corporation

By: /s/ Matthew M. Nochowitz
Name: Matthew M. Nochowitz
Title: Authorized Signatory, Whirlpool Finance Luxembourg S.à r.l.

By: /s/ Carlos E. Carvalho
Name: Carlos E. Carvalho
Title: Authorized Signatory, Whirlpool Finance Luxembourg S.à r.l.

Certificate of Designated Officers

1.100% Senior Notes due 2027

1. The title of the Securities shall be the "1.100% Senior Notes due 2027" (the "**Notes**").

2. The aggregate principal amount of the Notes which may be authenticated and delivered under the Indenture is initially limited to €600,000,000 (except for such Securities authenticated and delivered upon registration of transfer of, or in exchange for, or in lieu of, other Notes pursuant to Section 2.08, 2.09, 2.11 or 12.03 of the Indenture). Additional Notes ranking equally with the Notes in all respects (or in all respects other than the issue date and, in some cases, the public offering price and the first interest payment date, and the initial interest accrual date) may be authenticated and delivered under the Indenture from time to time, without notice to or the consent of the registered Holders of the Notes, *provided* that if such further Notes are not fully fungible with the Notes for U.S. federal income tax purposes, the Issuer will cause such further Notes to be issued under a CUSIP number and/or ISIN number that is different from the CUSIP number and/or ISIN number printed on the Notes. Such further Notes may be consolidated and form a single series with the Notes and have the same terms as to status, redemption or otherwise as the Notes.

3. The Notes shall be offered at an offering price equal to 98.914% of their principal amount, plus accrued interest, if any, from November 9, 2017 to the date of delivery, and in payment for which the Issuer shall receive 98.464% of their principal amount, plus accrued interest, if any, from November 9, 2017 to the date of delivery, after a discount to the underwriters of the Notes of 0.450% of their principal amount.

4. The stated maturity of the principal of the Notes shall be November 9, 2027.

5. The Notes will bear interest at a fixed rate of 1.100% per annum.

Interest on the Notes will accrue from November 9, 2017, or from the most recent interest payment date to which interest has been paid or provided for, but excluding the relevant interest payment date. The Issuer will make interest payments on the Notes annually in arrears on November 9 of each year, beginning on November 9, 2018, to the person in whose name the Notes are registered (i) in the case of notes represented by a global security, at the close of business on the Business Day (for this purpose a day on which Clearstream Banking S.A. ("**Clearstream**") and Euroclear Bank SA/NV ("**Euroclear**") are open for business) immediately preceding the interest payment date and (ii) in all other cases, 15 calendar days prior to the relevant interest payment date.

If an interest payment date for the Notes falls on a day that is not a Business Day, the interest payment shall be postponed to the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such interest payment date.

Interest on the Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid or duly provided for on the Notes (or November 9, 2017 if no interest has been paid on the Notes), to but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

6. The Notes will be redeemable at the option of the Issuer on the terms described in the body of the Note. Other than with respect to a Change of Control Repurchase Event (as defined in the body of the Note), the Notes will not be repayable at the option of the Holders prior to their stated maturity date. The Notes will not be subject to any sinking fund.

7. The Notes will be issued in registered, book-entry form only without interest coupons in denominations of €100,000 and integral multiples of €1,000 in excess thereof.

8. The Notes shall be in such form or forms as may be approved by the authorized officers or agents of the Issuer and the authorized officers of the Parent Guarantor as provided in the Resolutions, such approval to be evidenced by the authorized officers' or agents' manual or facsimile signature on the Notes, *provided* that such form or forms of the Notes are not inconsistent with the requirements of the Indenture or the Resolutions and are substantially in the form or forms attached hereto as Exhibit A-1.

9. The Notes shall be issued in the form of one or more Global Securities registered in the name of a nominee of the common safekeeper for Clearstream or Euroclear.

10. Payments of principal of, interest on, and any other amounts payable with respect to the Notes are to be denominated in euro. If, on and after November 6, 2017, the euro is unavailable to the Issuer, or in the case of the Guarantee, the Parent Guarantor due to the imposition of exchange controls or other circumstances beyond the Issuer's or the Parent Guarantor's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the euro is again available to the Issuer or, in the case of the guarantee, the Parent Guarantor or so used. In such circumstance, the amount payable on any date in euro will be converted into United States dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent U.S. dollar/euro exchange rate published in *The Wall Street Journal* on or most recently prior to the second Business Day prior to the relevant payment date.

11. The Notes are not issuable in Tranches.

12. The Notes are not convertible into Securities of any other Series.

13. Both Section 10.01(B)(ii) and Section 10.01(B)(iii) of the Indenture apply to the Notes. For purposes of the discharge and defeasance provisions, German government securities shall be used instead of U.S. Government Obligations in respect of payments due in euro on the Notes.

14. The Parent Guarantor will fully, unconditionally and irrevocably guarantee to each Holder and the Trustee the full and prompt payment of principal of, premium, if any, and interest on the Notes, when and as the same become due and payable, whether at maturity, upon redemption or repurchase, by declaration of acceleration or otherwise, including any additional amounts required to be paid in connection with certain taxes. Any obligation of the Parent Guarantor to make a payment may be satisfied by causing the Issuer to make such payment.

15. The Issuer and, in the event that payments are required to be made by the Parent Guarantor pursuant to its obligations under the Guarantee, the Issuer or the Parent Guarantor will pay additional interest on the Notes in such additional amounts on the terms described in the body of the Note.

EXHIBIT A-1

[FORM OF FACE OF NOTE]

THIS CERTIFICATE IS A GLOBAL NOTE WITHIN THE MEANING OF THE INDENTURE HEREINAFTER REFERRED TO AND IS REGISTERED IN THE NAME OF THE NOMINEE OF THE ENTITY APPOINTED AS COMMON SAFE-KEEPER (THE "CSK") FOR CLEARSTREAM BANKING S.A. ("CLEARSTREAM") AND EUROCLEAR BANK SA/NV ("EUROCLEAR" AND, TOGETHER WITH CLEARSTREAM, THE "CLEARING SYSTEMS").

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE CSK, TO THE COMPANY OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF THE CSK OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE CSK (AND ANY PAYMENT IS MADE TO THE CSK OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE CSK), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, THE CLEARING SYSTEMS, HAS AN INTEREST HEREIN.

TRANSFERS OF THIS GLOBAL NOTE SHALL BE LIMITED TO TRANSFERS IN WHOLE, BUT NOT IN PART, TO NOMINEES OF THE CSK OR TO A SUCCESSOR THEREOF OR SUCH SUCCESSOR'S NOMINEE.

Whirlpool Finance Luxembourg S.à r.l.

1.100% Senior Notes due 2027 (the "Notes")

No. 1

ISIN No. XS1716616179
Common Code No. 171661617
€600,000,000

WHIRLPOOL FINANCE LUXEMBOURG S.À R.L., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg having its registered office at 560A, rue de Neudorf, L-2220, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies' register under number B 209.573 (the "**Company**"), which term includes any successor under the Indenture hereinafter referred to on the reverse hereof, for value received, promises to pay to the person whose name is entered in the register maintained by the Registrar in relation to the Notes (the "**Registrar**") as the duly registered Holder in the aggregate principal sum of 600 million Euros (€600,000,000) or such other amount as indicated on the Schedule of Increases or Decreases in Global Note attached hereto, on November 9, 2027.

Interest Rate: 1.100% per annum.

Interest Payment Date: November 9 of each year, commencing November 9, 2018.

Interest on the Notes will be computed on the basis of the actual number of days in the period for which interest is being calculated and the actual number of days from and including the last date on which interest was paid or duly provided for on the Notes (or November 9, 2017 if no interest has been paid on the Notes), to but excluding the next scheduled interest payment date. This payment convention is referred to as ACTUAL/ACTUAL (ICMA) as defined in the rulebook of the International Capital Market Association.

Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, which will for all purposes have the same effect as if set forth at this place.

[Signature Page Follows]

IN WITNESS WHEREOF, the Company has caused this instrument to be duly executed.

WHIRLPOOL FINANCE LUXEMBOURG S.À R.L.

By: _____
Name:
Title:

Dated: November , 2017

This is one of the Securities of the Series designated herein referred to in the within-mentioned Indenture.

Dated: November , 2017

TRUSTEE'S CERTIFICATE OF AUTHENTICATION
U.S. Bank National Association, as Trustee

By: _____
Authorized Signatory

EFFECTUATED for and on behalf of Clearstream Banking SA,as Common Safekeeper, without recourse, warranty or liability

By: _____
Authorized Signatory

Whirlpool Finance Luxembourg S.à r.l.

1.100% Senior Notes due 2027

Issuance in Euro

Payments of principal of, interest on, and any other amounts payable with respect to the Notes are to be denominated in euro. If, on and after November 6, 2017, the euro is unavailable to the Company, or in the case of the Guarantee, the Parent Guarantor due to the imposition of exchange controls or other circumstances beyond the Company's or the Parent Guarantor's control or if the euro is no longer being used by the then member states of the European Monetary Union that have adopted the euro as their currency or for the settlement of transactions by public institutions of or within the international banking community, then all payments in respect of the Notes will be made in United States dollars until the euro is again available to the Company, or in the case of the Guarantee, the Parent Guarantor or so used. In such circumstance, the amount payable on any date in euro will be converted into United States dollars at the rate mandated by the U.S. Federal Reserve Board as of the close of business on the second Business Day prior to the relevant payment date or, in the event the U.S. Federal Reserve Board has not mandated a rate of conversion, on the basis of the then most recent U.S. dollar/euro exchange rate published in *The Wall Street Journal* on or most recently prior to the second Business Day prior to the relevant payment date. Any payment in respect of the Notes so made in United States dollars will not constitute an Event of Default under the Notes or the Indenture governing the Notes. Neither the Trustee nor the Paying Agent shall have any responsibility for any calculation or conversion in connection with the forgoing.

As used in this Note, unless otherwise noted, "Business Day" means any day, other than a Saturday or a Sunday, (1) that is not a legal holiday, or a day on which banking institutions are authorized or required by law or regulation to close in New York City or London and (2) on which the Trans-European Automated Real-time Gross Settlement Express Transfer system (the TARGET2 system), or any successor thereto, is open.

Interest

The Company promises to pay interest on the principal amount of this Note at the rate per annum described above. Interest on the Notes will accrue from November 9, 2017 or from the most recent date to which interest has been paid or provided for, but excluding the next interest payment date. If an interest payment date falls on a day that is not a Business Day, the interest payment date shall be postponed to the next succeeding Business Day, and no interest on such payment shall accrue for the period from and after such interest payment date.

The Company will pay interest annually in arrears on November 9 of each year, commencing November 9, 2018, to the person in whose name this Note is registered, (i) in the case of notes represented by a global security, at the close of business on the Business Day (for this purpose a day on which Clearstream Banking S.A. ("**Clearstream**") and Euroclear SA/NV ("**Euroclear**") are open for business) immediately preceding the interest payment date and (ii) in all other cases, 15 calendar days prior to the relevant interest payment date.

As set forth herein, the Company will pay additional interest on this Note in certain circumstances.

Payment of Additional Amounts

The Company and, in the event that payments are required to be made by the Parent Guarantor pursuant to its obligations under the Guarantee, the Company or the Parent Guarantor will, subject to the exceptions and limitations set forth below, pay as additional interest on the Notes such additional amounts as are necessary in order that the net payment by the Company, the Parent Guarantor or a Paying Agent of the principal of, and premium, if any, and interest on the Notes to a Holder, after withholding or deduction for any future tax, assessment or other governmental charge imposed by Luxembourg, the United States or any other jurisdiction in which the Company or the Parent Guarantor or, in each case, any successor thereof (including a continuing Person formed by a consolidation with the Company or the Parent Guarantor, into which the Company or the Parent Guarantor is merged, or that acquires or leases all or substantially all of the property and assets of the Company or the Parent Guarantor) may be organized or resident for tax purposes, as applicable, or any political subdivision thereof or therein having the power to tax (a "**Taxing Jurisdiction**"), will not be less than the amount provided in this Note to be then due and payable; provided, however, that the foregoing obligation to pay additional amounts shall not apply:

(1) to any tax, assessment or other governmental charge that would not have been imposed but for the Holder (or the beneficial owner for whose benefit such Holder holds the Notes), or a fiduciary, settlor, beneficiary, member or shareholder of the Holder if the Holder is an estate, trust, partnership or corporation, or a person holding a power over an estate or trust administered by a fiduciary holder, being considered as:

(a) being or having been engaged in a trade or business in the Taxing Jurisdiction or having or having had a permanent establishment in the Taxing Jurisdiction;

(b) having a current or former connection with the Taxing Jurisdiction (other than a connection arising solely as a result of the ownership of the Notes or the receipt of any payment or the enforcement of any rights thereunder), including being or having been a citizen or resident of the Taxing Jurisdiction;

(c) being or having been a personal holding company, a passive foreign investment company or a controlled foreign corporation for United States income tax purposes or a corporation that has accumulated earnings to avoid United States federal income tax;

(d) being or having been a "10-percent shareholder" of the Company or the Parent Guarantor as defined in section 871(h)(3) of the United States Internal Revenue Code of 1986, as amended (the "**Code**"), or any successor provision; or

(e) being a bank receiving payments on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its trade or business;

(2) to any Holder that is not the sole beneficial owner of the Notes, or a portion of the Notes, or that is a fiduciary, partnership or limited liability company, but only to the extent that a beneficial owner with respect to the Holder, a beneficiary or settlor with respect to the fiduciary, or a beneficial owner or member of the partnership or limited liability company would not have been entitled to the payment of an additional amount had the beneficiary, settlor, beneficial owner or member received directly its beneficial or distributive share of the payment;

(3) to any tax, assessment or other governmental charge that would not have been imposed but for the failure of the Holder or any other person to comply with certification, identification or information reporting requirements concerning the nationality, residence, identity or connection with the Taxing Jurisdiction of the Holder or beneficial owner of the Notes, if compliance is required by statute, by regulation of the Taxing Jurisdiction or any taxing authority therein or by an applicable income tax treaty to which the Taxing Jurisdiction is a party as a precondition to exemption from such tax, assessment or other governmental charge;

(4) to any tax, assessment or other governmental charge that is payable otherwise than by withholding by the Company or a Paying Agent from the payment;

(5) to any tax, assessment or other governmental charge that would not have been imposed but for a change in law, regulation, or administrative or judicial interpretation that becomes effective more than 15 days after the payment becomes due or is duly provided for, whichever occurs later;

(6) to any estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property tax or similar tax, assessment or other governmental charge;

(7) to any tax, assessment or other governmental charge required to be withheld by any Paying Agent from any payment of principal of or interest on any note, if such payment can be made without such withholding by at least one other Paying Agent;

(8) to any tax, assessment or other governmental charge that would not have been imposed but for the presentation by the Holder, where presentation is required, for payment on a date more than 30 days after the date on which payment became due and payable or the date on which payment thereof is duly provided for, whichever occurs later;

(9) to any tax, assessment or other governmental charge that would not have been imposed or withheld but for the beneficial owner being a bank (i) purchasing the Notes in the ordinary course of its lending business or (ii) that is neither (A) buying the Notes for investment purposes only nor (B) buying the Notes for resale to a third-party that either is not a bank or holding the Notes for investment purposes only;

(10) to any tax, assessment or other governmental charge imposed under Sections 1471 through 1474 of the Code (or any amended or successor provisions), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, any intergovernmental agreement entered into in connection with the implementation of the foregoing or any fiscal or regulatory legislation, rules or practices adopted pursuant to any such intergovernmental agreement; or

(11) in the case of any combination of items (1), (2), (3), (4), (5), (6), (7), (8), (9), and (10).

This Note is subject in all cases to any tax, fiscal or other law or regulation or administrative or judicial interpretation applicable to this Note. Except as specifically provided above, no payment will be required for any tax, assessment or other governmental charge imposed by any government or a political subdivision or taxing authority of or in any government or political subdivision.

Redemption of Notes

(A) Optional Redemption

Prior the Par Call Date, the Company may, at its option, redeem the Notes in whole at any time or in part from time to time at a redemption price equal to the greater of (1) 100% of the principal amount of the Notes to be redeemed and (2) the sum of the present values of the remaining scheduled payments of principal and interest in respect of the Notes to be redeemed that would be due if the Notes to be redeemed matured on the Par Call Date (not including any portion of those payments of interest accrued as of the date of redemption) discounted to the date of redemption (the "**Redemption Date**") on an annual basis (ACTUAL/ACTUAL (ICMA)) at the applicable Comparable Government Bond Rate (as defined below) plus 15 basis points plus, in each case, accrued and unpaid interest on the Notes being redeemed to, but excluding, the Redemption Date.

On or after the Par Call Date, the Company may redeem the notes at a redemption price equal to 100% of the principal amount of the notes to be redeemed plus accrued and unpaid interest on the principal amount being redeemed to, but excluding, the Redemption Date.

Notwithstanding the foregoing, installments of interest on the Notes that are due and payable on interest payment dates falling on or prior to a Redemption Date will be payable on the interest payment date to the registered Holders as of the close of business on the relevant record date according to terms hereof and the Indenture.

The Company will mail or otherwise provide notice of any redemption at least 30 days but not more than 60 days before the Redemption Date to each Holder of the Notes being redeemed. Once notice of redemption is mailed or provided, the Notes called for redemption will become due and payable on the Redemption Date and at the applicable redemption price, plus accrued and unpaid interest to, but excluding, the Redemption Date. So long as interests in the Notes are represented by one or more global notes, notices to Holders may be given by delivery to Euroclear and Clearstream for communication by them to the Holders, and such notices shall be deemed to be given on the date of delivery to Euroclear and Clearstream.

"**Comparable Government Bond**" means, in relation to any Comparable Government Bond Rate calculation, at the discretion of an Independent Investment Banker, a German government bond whose maturity is closest to the maturity of the Notes to be redeemed (assuming, for this purpose, that the notes matured on the Par Call Date), or if such Independent Investment Banker in its discretion determines that such similar bond is not in issue, such other German government bond as such Independent Investment Banker may, with the advice of the Reference Bond Dealers, determine to be appropriate for determining the Comparable Government Bond Rate.

"**Comparable Government Bond Rate**" means the price, expressed as a percentage (rounded to three decimal places, with 0.0005 being rounded upwards), at which the gross redemption yield on the Notes to be redeemed, if they were to be purchased at such price on the third Business Day prior to the date fixed for redemption, would be equal to the gross redemption yield on such Business Day of the Comparable Government Bond (as defined above) on the basis of the middle market price of the Comparable Government Bond prevailing at 11:00 a.m. (London time) on such Business Day as determined by the Independent Investment Banker.

"**Independent Investment Banker**" means one of the Reference Bond Dealers that the Parent Guarantor appoints as the Independent Investment Banker from time to time.

"**Par Call Date**" means August 9, 2027 (three months prior to the maturity of the Notes).

"**Reference Bond Dealer**" means each of BNP Paribas, J.P. Morgan Securities plc and Mizuho International plc, and their respective successors, except that if any of the foregoing ceases to be a broker of, and/or market maker in, German government bonds (a "**Primary Bond Dealer**"), the Parent Guarantor shall designate as a substitute another nationally recognized investment banking firm that is a Primary Bond Dealer.

On and after the Redemption Date, interest will cease to accrue on the Notes or any portion of the Notes called for redemption (unless the Company defaults in the payment of the redemption price and accrued interest). On or before the Redemption Date, the Company will deposit with the Paying Agent or the Trustee money sufficient to pay the redemption price of and accrued interest on the Notes to be redeemed on that date. If less than all of the Notes are to be redeemed, the Notes to be redeemed shall be selected by the Trustee by a method the Trustee deems to be fair and appropriate or in case the Notes are represented by one or more global notes, beneficial interests therein shall be selected for redemption by Clearstream and Euroclear in accordance with their respective applicable procedures therefor. The Notes will not be entitled to the benefit of any mandatory redemption or sinking fund.

(B) Redemption for Tax Reasons

If, as a result of any change in, or amendment to, the laws (or any regulations or rulings promulgated under the laws) of the Taxing Jurisdiction, or any change in, or amendment to, an official position or judicial precedent regarding the application or interpretation of such laws, regulations or rulings, which change or amendment is announced or becomes effective on or

after November 6, 2017, the Company becomes or, based upon a written opinion of independent counsel selected by the Company, will become obligated to pay additional amounts as described under the heading "Payment of Additional Amounts" hereof with respect to the Notes, then the Company may at any time at the Company's option redeem, in whole, but not in part, the Notes on not less than 30 nor more than 60 days' prior notice to the Holders, at a redemption price equal to 100% of their principal amount plus accrued and unpaid interest on the Notes to, but excluding, the Redemption Date.

The Company will mail notice of any such redemption to the Holders within the notice period specified in the foregoing paragraph. So long as interests in the Notes are represented by one or more global notes, notices to holders may be given by delivery to Euroclear and Clearstream for communication by them to the Holders, and such notices shall be deemed to be given on the date of delivery to Euroclear and Clearstream.

Repurchase Upon Change of Control Repurchase Event

If a Change of Control Repurchase Event (as defined below) occurs, unless the Company has exercised its right to redeem the Notes as described above under "Redemption of Notes - Optional Redemption," the Company will make an offer (the "**Change of Control Offer**") to each Holder to repurchase all or any part (in integral multiples of €1,000) of that Holder's Notes at a repurchase price in cash equal to 101% of the aggregate principal amount of Notes repurchased plus accrued and unpaid interest, if any, on the Notes repurchased to, but excluding, the date of repurchase (the "**Change of Control Payment**"). Within 30 days following any Change of Control Repurchase Event or, at the Company's option, prior to any Change of Control (as defined below), but after the public announcement of the Change of Control, the Company will mail or provide a notice to each Holder, with a copy to the Trustee, describing the transaction or transactions that constitute or may constitute the Change of Control Repurchase Event and offering to repurchase Notes on the payment date specified in the notice, which date will be no earlier than 30 days and no later than 60 days from the date such notice is mailed or otherwise provided (the "**Change of Control Payment Date**"), pursuant to the procedures described herein and described in such notice. So long as interests in the Notes are represented by one or more global notes, notices to Holders may be given by delivery to Euroclear and Clearstream for communication by them to the Holders, and such notices shall be deemed to be given on the date of delivery to Euroclear and Clearstream. The notice shall, if mailed or provided prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Repurchase Event occurring on or prior to the payment date specified in the notice.

The Company will comply with the requirements of Rule 14e-1 under the U.S. Securities Exchange Act of 1934, as amended (the "**Exchange Act**"), and any other securities laws and regulations thereunder, to the extent those laws and regulations are applicable in connection with the repurchase of the Notes as a result of a Change of Control Repurchase Event. To the extent that the provisions of any securities laws or regulations conflict with the Change of Control Repurchase Event provisions of the Notes, the Company will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under the Change of Control Repurchase Event provisions described herein by virtue of such conflict.

On the Change of Control Payment Date, the Company will, to the extent lawful:

(a) accept for payment all Notes or portions of Notes properly tendered pursuant to the Company's Change of Control Offer;

(b) deposit with the Paying Agent an amount equal to the Change of Control Payment in respect of all Notes or portions of Notes properly tendered; and

(c) deliver or cause to be delivered to the Trustee the Notes properly accepted, together with an Officers' Certificate stating the aggregate principal amount of Notes or portion of Notes being purchased by the Company.

The Paying Agent will promptly mail or otherwise provide to each Holder of properly tendered Notes the purchase price for the Notes, and the Trustee will promptly authenticate and mail (or cause to be transferred by book-entry) to each Holder a new Note equal in principal amount to any unpurchased portion of any Notes surrendered; provided, that each new Note will be in a principal amount of €100,000 or an integral multiple of €1,000 in excess thereof. Notwithstanding the foregoing provisions of this section, while interests in the Notes are represented by one or more global notes, the registered holder(s) of the global notes will, on or prior to the Change of Control Repurchase Event payment date, give notice to the Trustee and the Paying Agent of any acceptance of such offer to repurchase as aforesaid in accordance with the standard procedures of Euroclear and Clearstream (which may include notice being given on its or their instructions by Euroclear or Clearstream or any depositary for them to the Paying Agent by electronic means).

The Company will not be required to make an offer to repurchase the Notes upon a Change of Control Repurchase Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Company and such third party purchases all Notes properly tendered and not withdrawn under its offer.

"**Below Investment Grade Rating Event**" means the rating on the Notes are lowered and the Notes are rated below an Investment Grade Rating by any two of the three Rating Agencies on any date from the date of the public notice of an arrangement that could result in a Change of Control until the end of the 60-day period following public notice of the occurrence of the Change of Control (which 60-day period shall be extended so long as the rating of the Notes is under publicly announced consideration for possible downgrade below investment grade by any of the Rating Agencies); provided that a Below Investment Grade Rating Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a particular Change of Control (and thus shall not be deemed a Below Investment Grade Rating Event for the purposes of the definition of Change of Control Repurchase Event) if the Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at the Parent Guarantor's request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the Below Investment Grade Rating Event).

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

- the direct or indirect sale, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or a series of related transactions, of all or substantially all of the properties or assets of the Parent Guarantor and its subsidiaries taken as a whole to any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) other than the Parent Guarantor or one of its subsidiaries;
- the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is that any "person" (as that term is used in Section 13(d)(3) of the Exchange Act) becomes the "beneficial owner" (as that term is defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the then outstanding number of shares of the Parent Guarantor's voting stock; or
- the first day on which a majority of the members of the Parent Guarantor's Board of Directors are not Continuing Directors.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (i) the Parent Guarantor becomes a wholly owned subsidiary of a holding company that has agreed to be bound by the terms of the Notes and (ii) the holders of the voting stock of such holding company immediately following that transaction are substantially the same as the holders of the Parent Guarantor's voting stock immediately prior to that transaction.

"**Change of Control Repurchase Event**" means the occurrence of both a Change of Control and a Below Investment Grade Rating Event.

"**Continuing Directors**" means, as of any date of determination, members of the Board of Directors of the Parent Guarantor who (i) were members of such Board of Directors on the date of the issuance of the Notes; or (ii) were nominated for election or elected to such Board of Directors with the approval of a majority of the continuing directors under clause (i) or (ii) of this definition who were members of such Board of Directors at the time of such nomination or election (either by a specific vote or by approval of the Parent Guarantor's proxy statement in which such member was named as a nominee for election as a director, without objection to such nomination).

"**Fitch**" means Fitch Ratings, Inc.

"**Investment Grade Rating**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's or equal to or higher than BBB– (or the equivalent) by S&P or Fitch, as applicable, and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Parent Guarantor.

"**Moody's**" means Moody's Investors Service, Inc.

"**Rating Agencies**" means (1) each of Fitch, Moody's and S&P; and (2) if Fitch, Moody's or S&P ceases to rate the Notes or fails to make a rating of the Notes publicly available for reasons outside of the Parent Guarantor's control, a "nationally recognized statistical rating organization" within the meaning of Section 3(a)(62) of the Exchange Act, selected by the Parent Guarantor (as certified by a resolution of the Parent Guarantor's Board of Directors) as a replacement agency for Fitch, Moody's or S&P, or any of them, as the case may be.

"**S&P**" means S&P Global Ratings, a division of S&P Global, Inc., and its successors

Paying Agent and Registrar

Initially, Elavon Financial Services DAC, UK Branch will act as Paying Agent and Elavon Financial Services DAC will act as Registrar. The Company may change any Paying Agent or Registrar without notice to the Holders.

Indenture; Defined Terms

This Note is one of the 1.100% Senior Notes due 2027 issued under an Indenture, dated as of November 2, 2016 between the Company, WHIRLPOOL CORPORATION, a Delaware corporation and the indirect parent of the Company (the "**Parent Guarantor**"), and the Trustee (as originally executed and delivered or, if amended or supplemented as therein provided, as so amended or supplemented or both, and including the forms and terms of particular Series of Securities established as contemplated thereunder, the "**Indenture**").

Unless otherwise defined herein, capitalized terms herein are used as defined in the Indenture. The terms of the Notes include those stated in the Indenture and those made part of the Indenture by reference to the Trust Indenture Act of 1939, as amended (15 U.S.C. Sections 77aaa-77bbbb) (the "**Trust Indenture Act**"), as in effect on the date of the Indenture until such time as the Indenture is qualified under the Trust Indenture Act, and thereafter as in effect on the date on which the Indenture is qualified under the Trust Indenture Act. Notwithstanding anything to the contrary herein, the Notes are subject to all such terms, and Holders of Notes are referred to the Indenture and the Trust Indenture Act for a statement of them. To the extent the terms of the Indenture and this Note are inconsistent, the terms of this Note shall govern.

References to Euroclear and/or Clearstream shall, whenever the context so permits, be deemed to include a reference to any additional or alternative clearing system as may be approved by the Company, the Paying Agent and the Trustee.

Denominations; Transfer; Exchange

The Notes are in registered form, without coupons, in denominations of €100,000 and integral multiples of €1,000 in excess thereof. A Holder shall register the transfer or exchange of Notes in accordance with the Indenture. Notwithstanding the foregoing provisions of this paragraph, interests in Notes which are represented by a global note will be transferable in accordance with the rules and procedures effective from time to time of Euroclear and Clearstream, as the case may be.

Amendment; Supplement; Waiver

Subject to certain exceptions, the Notes and the provisions of the Indenture relating to the Notes may be amended or supplemented and any existing default or Event of Default or compliance with certain provisions may be waived with the written consent of the Holders of not

less than a majority in aggregate principal amount of the Notes at the time Outstanding of each Series (including the Notes) under the Indenture that are affected by such amendment, supplement or waiver (voting as one class). Without notice to or consent of any Holder, the parties thereto may amend or supplement the Indenture and the Notes to, among other things, cure any ambiguity, defect or inconsistency or comply with any requirements of the Commission in connection with the qualification of the Indenture under the TIA, or make any other change that does not materially and adversely affect the rights of any Holder of a Note.

Defaults and Remedies

If an Event of Default under the Indenture occurs with respect to the Notes and shall not have been remedied or waived, unless the principal of all the Notes shall have already become due and payable, then either the Trustee or the Holders of not less than 25% in aggregate principal amount at maturity of the Notes then Outstanding, by written notice to the Company (and to the Trustee if given by such Holders), may declare the principal of all the Notes then Outstanding to be due and payable immediately, together with all accrued and unpaid interest thereon. Holders of Notes may not enforce the Indenture or the Notes except as provided in the Indenture. The Trustee is not obligated to enforce the Indenture or the Notes unless it has received indemnity as it reasonably requires. The Indenture permits, subject to certain limitations therein provided, Holders of not less than a majority in aggregate principal amount of the Notes then Outstanding to direct the Trustee in its exercise of any trust or power conferred on the Trustee with respect to the Notes by the Indenture. The Trustee may withhold from Holders of Notes notice of certain continuing defaults or Events of Default if it determines in good faith that withholding notice is in their interest.

Persons Deemed Owners

Subject to the second paragraph of this Section, a registered Holder may be treated as the owner of this Note for all purposes. Except as provided in the Section titled “Denominations; Transfer; Exchange” hereof, owners of beneficial interests in the Notes will not be entitled to have the Notes registered in their names, will not receive or be entitled to receive physical delivery of the Notes in definitive form and will not, subject to the second paragraph of this Section, be considered the owners or Holders under the Indenture, including for purposes of receiving any reports delivered by the Company or the Trustee pursuant to the Indenture.

In considering the interests of Holders while interests in the Notes are represented by one or more global notes held on behalf of Euroclear or, as the case may be, Clearstream, the Trustee may have regard to any information provided to it by such clearing systems or their respective operators as to the identity (either individually or by category) of its accountholders with entitlements in respect of Notes represented by the global notes and may consider such entitlements as if such accountholders were the Holders of the relevant Notes represented by such global notes.

Authentication

This Note shall not be valid until the Trustee manually signs the certificate of authentication on this Note.

Effectuation

This Note shall not be valid until it has been effectuated for or on behalf of the entity appointed as the Common Safekeeper by the relevant Clearing Systems.

Abbreviations and Defined Terms

Customary abbreviations may be used in the name of a Holder of a Note or an assignee, such as: TEN COM (= tenants in common), TEN ENT (= tenants by the entireties), JT TEN (= joint tenants with right of survivorship and not as tenants in common), CUST (= Custodian), and U/G/M/A (= Uniform Gifts to Minors Act).

CUSIP and ISIN Numbers

Pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures and/or the International Securities Identification Numbers Organization, the Company has caused CUSIP numbers and/or ISIN numbers to be printed on the Notes as a convenience to the Holders of the Notes. No representation is made as to the accuracy of such numbers as printed on the Notes and reliance may be placed only on the other identification numbers printed hereon.

Further Issuances

The Company may create and issue additional notes pursuant to the Indenture, *provided* that if such additional notes are not fully fungible with the Notes for U.S. federal income tax purposes, the Company will cause such additional notes to be issued under a CUSIP number and/or ISIN number that is different from the CUSIP number and/or ISIN number printed on the Notes. Such additional notes will also be fully and unconditionally guaranteed by the Parent Guarantor (on the same terms and with the same ranking as the Guarantee).

Notices

Notices to Holders will be mailed to the registered holders, subject to the provisions herein. Any notice shall be deemed to have been given on the date of mailing. The Trustee will only mail notices to the registered Holder. The Trustee will mail notices as directed by the Company in writing by first-class mail, postage prepaid, to each registered Holder's last known address as it appears in the Security Register that the Trustee maintains. Holders will not receive notices regarding the Notes directly from the Company unless the Company reissues the Notes in fully certificated form. So long as the interests in the Notes are represented by one or more global notes, notices to Holders may be given by delivery of the relevant notice to Euroclear and Clearstream for communication by them to the Holders, and such notices shall be deemed to be given on the date of delivery to Euroclear and Clearstream.

Satisfaction and Discharge; Defeasance

Section 10.01(B)(ii) and Section 10.01(B)(iii) of the Indenture apply to this Note. For purposes of the discharge and defeasance provisions of the Indenture, German government bonds shall be used as "Government Obligations."

General; Guarantee

This Note is a general senior unsecured obligations of the Company and will rank equally in right of payment with all of the Company's other senior unsecured indebtedness from time to time outstanding. This Note is fully, unconditionally and irrevocably guaranteed by the Parent Guarantor, as provided in Article 14 of the Indenture, on a senior unsecured basis and will rank equally in right of payment with all of the Parent Guarantor's other senior unsecured indebtedness and guarantees from time to time outstanding.

Governing Law

The laws of the State of New York shall govern the Indenture, this Note and the Guarantee.

ASSIGNMENT FORM

To assign this Note, fill in the form below:

I or we assign and transfer this Note to:

_____

(Print or type assignee's name, address and zip code)

_____

(Insert assignee's soc. sec. or tax I.D. No.)

and irrevocably appoint _____ agent to transfer this Note on the books of the Company. The agent may substitute another to act for him.

_____

Date:_____ Your Signature:_____

Signature
Guarantee:_____

(Signature must be guaranteed)

_____

Sign exactly as your name appears on the other side of this Note.

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to SEC Rule 17Ad-15.

_____

Signature

Signature Guarantee:

The signature(s) should be guaranteed by an eligible guarantor institution (banks, stockbrokers, savings and loan associations and credit unions with membership in an approved signature guarantee medallion program), pursuant to SEC Rule 17Ad-15.

SCHEDULE OF INCREASES OR DECREASES IN GLOBAL NOTE

The following increases or decreases in this Global Note have been made:

Date	Amount of decrease in Principal Amount of this Global Note	Amount of increase in Principal Amount of this Global Note	Principal Amount of this Global Note following such decrease or increase	Signature of authorized signatory of Trustee or Notes Custodian

NOTATION OF GUARANTEE

Whirlpool Corporation, a Delaware corporation (the "**Guarantor**", which term includes any successor thereto under the Indenture (the "**Indenture**") referred to in the security on which this notation is endorsed (the "**Security**")), has unconditionally guaranteed, pursuant to the terms of the Guarantee contained in Article 14 of the Indenture, the due and punctual payment of the principal of and any premium and interest on this Security, when and as the same shall become due and payable in accordance with the terms of this Security and the Indenture.

The obligations of the Guarantor to the Holders of the Securities and to the Trustee pursuant to the Guarantee and the Indenture are expressly set forth in Article 14 of the Indenture and the Security. Reference is hereby made to such Article and Indenture for the precise terms of the Guarantee.

The Guarantee shall not be valid or obligatory for any purpose until the certificate of authentication on the Security upon which this notation of the Guarantee is endorsed shall have been executed by the Trustee under the Indenture by the manual signature of one of its authorized signatories.

WHIRLPOOL CORPORATION

By: _____
Name:
Title:

Exhibit 5.1

KIRKLAND & ELLIS LLP
AND AFFILIATED PARTNERSHIPS

300 North LaSalle Street
Chicago, IL 60654

(312) 862-2000

Facsimile:
(312) 862-2200

www.kirkland.com

November 9, 2017

Whirlpool Corporation
2000 North M-63
Benton Harbor, Michigan 49022-2692

Whirlpool Finance Luxembourg S.à r.l.
560A rue de Neudorf
L-2220 Luxembourg
Luxembourg

Ladies and Gentlemen:

We are issuing this opinion letter in our capacity as legal counsel to Whirlpool Corporation, a Delaware corporation ("Whirlpool"), and Whirlpool Finance Luxembourg S.à r.l., a private limited liability company (*société à responsabilité limitée*) organized under the laws of the Grand Duchy of Luxembourg ("Whirlpool Finance" and together with Whirlpool, the "Companies"), in connection with the issuance and sale by Whirlpool Finance of €600,000,000 aggregate principal amount of 1.100% Senior Notes due 2027 (the "Notes") under the Securities Act of 1933, as amended (the "Securities Act"). Pursuant to the Indenture (the "Indenture"), dated as of November 2, 2016 among the Companies and U.S. Bank, as trustee, Whirlpool has agreed to irrevocably and unconditionally guarantee the Notes on a senior basis (the "Guarantee" and, together with the Notes, the "Securities").

In that connection, we have examined originals, or copies certified or otherwise identified to our satisfaction, of such documents, corporate records and other instruments as we have deemed necessary for the purposes of this opinion, including (i) the articles of incorporation and bylaws of the Companies, (ii) the registration statement on Form S-3 (No. 333-203704) (as amended, the "Registration Statement"), (iii) the Indenture, and (iv) copies of the Securities.

For purposes of this opinion, we have assumed the authenticity of all documents submitted to us as originals, the conformity to the originals of all documents submitted to us as copies and the authenticity of the originals of all documents submitted to us as copies. We have also assumed the genuineness of the signatures of persons signing all documents in connection with which this opinion is rendered, the authority of such persons signing on behalf of the parties thereto, and the due authorization, execution and delivery of all documents by the parties thereto. As to any facts material to the opinions expressed herein that we have not independently established or verified, we have relied upon statements and representations of officers and other representatives of the Companies.

Our opinion expressed below is subject to the qualifications that we express no opinion as to the applicability of, compliance with, or effect of (i) any bankruptcy, insolvency, reorganization, fraudulent transfer, fraudulent conveyance, moratorium or other similar law affecting the enforcement of creditors' rights generally, (ii) general principals of equity (regardless of whether enforcement is considered in a proceeding in equity or at law), and (iii) public policy considerations that may limit the rights of parties to obtain certain remedies.

Based upon and subject to the foregoing qualifications, assumptions and limitations and the further limitations set forth below, we are of the opinion that (i) the Notes are binding obligations of Whirlpool Finance and (ii) the Guarantee has been duly authorized and is a binding obligation of Whirlpool.

We hereby consent to the filing of this opinion as Exhibit 5.1 to Whirlpool's Current Report on Form 8-K and to its incorporation into the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the prospectus constituting part of the Registration Statement. In giving this consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act of the rules and regulations of the Securities and Exchange Commission.

Our advice on every legal issue addressed in this letter is based exclusively on the internal law of the State of New York and the General Corporation Law of the State of Delaware.

This opinion is limited to the specific issues addressed herein, and no opinion may be inferred or implied beyond that expressly stated herein. This opinion speaks only as of the date hereof and we assume no obligation to revise or supplement this opinion.

We have also assumed that the execution and delivery of the Indenture and the Securities and the performance by the Companies of their obligations thereunder do not and will not violate, conflict with or constitute a default under any agreement or instrument to which the Companies are bound. For purposes of our opinion that the Notes are a binding obligation of Whirlpool Finance, we have, without conducting any research or investigation with respect thereto, relied on the opinion of Baker & McKenzie LLP, with respect to Whirlpool Finance, that the Notes have been duly authorized and duly established under the laws of Luxembourg. We are not licensed to practice in Luxembourg, and we have made no investigation of, and do not express or imply an opinion on, the laws of Luxembourg.

This opinion is furnished to you in connection with the filing of the Registration Statement and in accordance with the requirements of Item 601(b)(5) of Regulation S-K promulgated under the Securities Act, and is not to be used, circulated, quoted or otherwise relied upon for any other purposes.

Sincerely,

/s/ KIRKLAND & ELLIS LLP

KIRKLAND & ELLIS LLP

Exhibit 5.2

Baker & McKenzie Luxembourg
10-12, Boulevard Roosevelt
L-2450 Luxembourg
Tel: +352 26 18 44 1
Fax: +352 26 18 44 99
www.bakermckenzie.com

Asia Pacific
Bangkok
Beijing
Hanoi
Ho Chi Minh City
Hong Kong
Jakarta*
Kuala Lumpur* Manila*
Melbourne
Shanghai
Singapore
Sydney
Taipei
Tokyo

Europe, Middle East & Africa
Abu Dhabi
Almaty
Amsterdam
Antwerp
Bahrain
Baku
Barcelona
Berlin
Brussels
Budapest
Cairo
Casablanca
Doha
Dusseldorf
Frankfurt/Main
Geneva
Istanbul
Johannesburg
Kyiv
London
Luxembourg
Madrid
Milan
Moscow
Munich
Paris
Prague
Riyadh
Rome
St. Petersburg
Stockholm
Vienna
Warsaw
Zurich

Latin America
Bogota
Brasilia*
Buenos Aires
Caracas
Guadalajara
Juarez
Lima
Mexico City
Monterrey
Porto Alegre*
Rio de Janeiro*
Santiago
Sao Paulo*
Tijuana
Valencia

North America
Chicago
Dallas
Houston
Miami
New York
Palo Alto
San Francisco
Toronto
Washington, DC

* Associated Firm

To:
Whirlpool Finance Luxembourg S.à r.l.
560A, rue de Neudorf
L-2220 Luxembourg
Grand Duchy of Luxembourg

(the "**Addressee**")

Luxembourg, 9 November 2017

Re.: Whirlpool Finance Luxembourg S.à r.l.

I. Introduction

We are lawyers qualified to practice the law of the Grand Duchy of Luxembourg ("**Luxembourg**") and have been appointed by you, in order to provide you with this legal opinion under Luxembourg law with respect to the existence and capacity of Whirlpool Finance S.à r.l., a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 560A, rue de Neudorf, L-2220, registered with the Luxembourg Trade and Companies Register under number B209.573 (the "**Company**") in connection with a Registration Statement on Form S-3 (Registration No. 333-203704) originally filed under the Securities Act of 1933, as amended (the "**Securities Act**") by Whirlpool Corporation ("**Whirlpool**") on April 29, 2015, as amended by Post-Effective Amendment No. 1 filed on October 25, 2016 by Whirlpool and the Company (the "**Registration Statement**") and the issuance and sale by the Company of €600,000,000 aggregate principal amount of 1.100% Senior Notes due 2027 (the "**Notes**") thereunder. The Registration Statement relates to, among other things, the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations of an unspecified amount of senior debt securities and guarantees of such senior debt securities by Whirlpool.

II. Scope of the legal opinion

1. This legal opinion is strictly confined to the specific matters of Luxembourg law and has been prepared without considering the implications of any laws of any jurisdictions other than Luxembourg and, accordingly, we express no opinion with regard to any systems of law other than the laws of Luxembourg.

2. This legal opinion is strictly limited to the matters stated herein. This legal opinion may not be read as extending by implication to any matters not specifically referred to. Where an assumption is stated to be made in this legal opinion it shall mean that we have not made an investigation with respect to the matters subjected to such assumption.

3. We have, for the purpose of this legal opinion, solely examined the documents (originals, copies, electronic or facsimile copies) that are listed as Examined Documents in Schedule 1 hereto. We do not opine on any other documentation to be entered into by the Company in the framework of the transaction contemplated by the issuance of the Notes.

4. We have not referred to or relied upon any documentation other than the Examined Documents and have not made any other inquiries or investigations but those stated in this legal opinion.

5. Other than inquiries and investigations stated in this legal opinion as we have deemed relevant and necessary to provide the opinions set forth herein, we are not responsible for (a) investigating and verifying the accuracy of the statements of fact and the reasonableness of (i) any statements of opinion, (ii) intention, and (iii) representations and warranties contained in the Examined Documents, (b) verifying that no material facts or contractual provisions have been omitted and (c) verifying whether the parties thereto (which for the avoidance of doubt, includes the Company) or any of them have complied, or will comply with the Examined Documents and with the terms and conditions of any obligations binding upon such parties.

6. The declarations made in this legal opinion are stated and are only valid as at the date hereof.

7. We shall have no duty to inform the Addressee of any changes in Luxembourg law, in the legal status of the Company or any other circumstance, occurring after the date of this legal opinion and which affect the matters addressed herein.

8. In this legal opinion, unless otherwise specified, the terms “law”, “Laws”, “legislation” and “regulation”, Luxembourg law and all other similar terms refer to all laws and regulations that are applicable within the territory of the Grand Duchy of Luxembourg, and deriving from laws enacted by the Luxembourg legislator, decisions of Luxembourg public authorities, and/or judgements and orders of Luxembourg courts published in Luxembourg legal gazettes.

9. We do not give any opinion with respect to the compliance of the Company with Luxembourg accounting and tax law.

III. Statements of legal opinion

On the basis of and subject to the assumptions and qualifications set out below and to any matters not disclosed to us, we are of the opinion that:

1. The Company is a private limited liability company (*société à responsabilité limitée*) incorporated and existing under the laws of the Grand Duchy of Luxembourg.

2. The Company has the capacity under the Articles of Association to issue the Notes.

3. All necessary actions have been taken by the board of managers of the Company to authorize the form, terms, execution and delivery by the Company of the Notes and the Notes have been duly authorized according to Luxembourg laws.

4. The issuance of the Notes by the Company does not conflict with the Articles of Association or Luxembourg laws applicable to the existence and capacity of the Company.

IV. Assumptions

In rendering this legal opinion, we have, without verification or other enquiry, assumed that:

1. All signatures are genuine, all the Examined Documents submitted to us as originals are authentic, complete and accurate, and all Examined Documents submitted to us as copies, electronic or facsimile copies are conform with the original documents.

2. The persons purported to sign the Examined Documents have signed them.

3. There is no provision of the laws of any jurisdiction (other than the laws of Luxembourg) which would or might have any implication in relation to the opinions expressed herein.

4. The Examined Documents contain all relevant information, which is material for the purposes of this legal opinion and there is no other agreement, undertaking, representation or warranty (oral or written) and no other arrangement (whether legally binding or not) or any other matter which renders such information inaccurate, incomplete or misleading or which affects the opinions stated in this legal opinion.

5. The Articles of Association have not been amended.

6. The information contained in the Extract and the Negative Certificate is true and accurate on the date hereof, in particular the Company has not been granted a suspension of payments or declared bankrupt or been subject to any similar procedure (which includes, without limitation controlled management (*gestion contrôlée*), moratorium of payments (s*ursis de paiement*), composition procedures (*concordat préventif de faillite*)), judicial liquidation (*liquidation judiciaire*) or voluntary liquidation (*liquidation volontaire*) and no interim receiver (*administrateur provisoire*) or similar officer has been appointed with respect to the Company.

7. The Company has its central administration in Luxembourg.

8. The centre of main interests of the Company within the meaning of Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings is located at the place of its registered office in Luxembourg.

9. No judicial decision has been rendered which might restrain the Company from issuing the Notes.

10. The authority granted by the Resolutions has not been revoked.

11. The issuance of the Notes is in the corporate interest (*intérêt social*) of the Company.

V. Qualifications

1. In this legal opinion, some Luxembourg legal concepts are expressed in English terms and not in their original French terms. Terms and expressions of law and of legal concepts as used in this legal opinion have the meaning attributed to them under the laws of Luxembourg and this legal opinion should be read and understood accordingly. The concepts concerned may not be identical to the concepts described by the same English terms as they exist under the laws of other jurisdictions. This legal opinion may, therefore, only be relied upon under the express condition that any issue of interpretation or liability arising hereunder will be governed by Luxembourg law and be brought before a Luxembourg court.

2. Translation into French or German language from all or from part of the Examined Documents may be required by a Luxembourg court in any proceedings where the Examined Documents might be produced.

3. The Negative Certificate only reflects whether on 8 November 2017 a judicial decision according to which the Company is subject to certain judicial proceedings has been registered with the Luxembourg Trade and Companies

Register. It cannot be excluded that a judicial decision (for example a decision opening an insolvency proceedings) against the Company has been taken but does not appear in the Negative Certificate. The registration of a matter required to be registered under the law dated 19 December 2002 on the trade register and accounting of undertakings, as amended, must be requested by the relevant person at the latest one month after the occurrence of the event subject to registration; as a consequence (i) a delay may exist between the moment a judicial decision has been rendered and is effective and the registration thereof in the Luxembourg Trade and Companies Register, and (ii) it cannot be excluded that no registration has occurred in the Luxembourg Trade and Companies Register within the period of one month if the request for registration has not been and is not made by the relevant person; as a consequence the Negative Certificate is not conclusive as to the opening and existence or not of judicial decisions or judicial proceedings and, as to whether or not a petition or request for any of the judicial proceedings has been presented or made.

VI. Benefit of opinion

1. This legal opinion is given solely for the benefit of the Addressee.

2. This legal opinion may not be relied upon by any person other than the Addressee, or used by, circulated, quoted or referred to, nor copies hereof delivered to, any other person other than Kirkland & Ellis LLP (as Company's legal advisor) without our prior written approval, except that the Addressee may disclose this opinion on a non-reliance basis if required to do so by law or regulation, or required or requested to do so by any court or regulatory, governmental or other competent agency or authority.

3. We hereby consent to the filing of this opinion as Exhibit 5.2 to Whirlpool's Current Report on Form 8-K and to its incorporation into the Registration Statement. We also consent to the reference to our firm under the heading "Legal Matters" in the prospectus constituting part of the Registration Statement. In giving this consent, we do not admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the U.S. Securities and Exchange Commission thereunder.

VII. Applicable law and jurisdiction

As stated in paragraph II. 1., this legal opinion herein is exclusively based upon, governed by and shall be construed in accordance with the laws of Luxembourg effective on the date hereof.

Luxembourg courts shall have exclusive jurisdiction to settle any dispute, proceeding, suit or action that may arise out of or be in connection with this legal opinion.

Yours faithfully,

/s/ Laurent Fessmann

Laurent Fessmann
Partner

Schedule 1: Examined Documents

1. The Registration Statement and the exhibits thereto;
2. An electronic copy of the articles of association of the Company contained in the deed of incorporation dated 6 October 2016 (the "**Articles of Association**");
3. An electronic copy of the minutes of a meeting of the board of managers of the Company dated 2 November 2017 (the "**Resolutions**");
4. An electronic extract of the Luxembourg Trade and Companies Register relating to the Company dated 9 November 2017 (the "**Extract**");
5. An electronic certificate of non-inscription of a judicial decision issued by the Luxembourg Trade and Companies Register on 9 November 2017 relating to the Company (the "**Negative Certificate**").

The documents described under items 1. to 5 are referred as the "**Examined Documents**".

Exhibit 12.1

	Nine Months Ended, September 30,	Year Ended December 31,				
	2017	2016	2015	2014	2013	2012
Earnings						
Earnings (loss) before income taxes	$ 678	$1,114	$1,031	$ 881	$ 917	$558
Fixed charges	161	220	225	222	231	256
	$ 839	$1,334	$1,256	$1,103	$1,148	$814
Fixed charges						
Portion of rents representative of the interest factor	39	$ 59	$ 60	$ 57	$ 54	$ 57
Interest on indebtedness	118	155	160	159	172	193
Amortization of debt financing fees	4	6	5	6	5	6
	$ 161	$ 220	$ 225	$ 222	$ 231	$256
Ratio of earnings to fixed charges	5.2	6.1	5.6	5.0	5.0	3.2