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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported):

November 23, 2021 (November 9, 2021)

Aptiv PLC

(Exact name of registrant as specified in its charter)

Jersey	**001-35346**	**98-1029562**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

5 Hanover Quay
Grand Canal Dock
Dublin, D02 VY79, Ireland
(Address of Principal Executive Offices, Including Zip Code)

(Registrant's Telephone Number, Including Area Code) **353-1-259-7013**

(Former Name or Former Address, if Changed Since Last Report) **N/A**

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

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

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

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

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

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading symbol(s)	Name of each exchange on which registered
Ordinary Shares, $0.01 par value per share	APTV	New York Stock Exchange
5.50% Mandatory Convertible Preferred Shares, Series A, $0.01 par value per share	APTV PRA	New York Stock Exchange
1.500% Senior Notes due 2025	APTV	New York Stock Exchange
4.250% Senior Notes due 2026	APTV	New York Stock Exchange
1.600% Senior Notes due 2028	APTV	New York Stock Exchange
4.350% Senior Notes due 2029	APTV	New York Stock Exchange
4.400% Senior Notes due 2046	APTV	New York Stock Exchange
5.400% Senior Notes due 2049	APTV	New York Stock Exchange

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

Emerging growth company ☐

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

Item 1.01. Entry into a Material Definitive Agreement

Pursuant to the previously announced offering of $1,500,000,000 aggregate principal amount of 3.100% Senior Notes due 2051 (the "Notes") to be issued by Aptiv PLC (the "Issuer"), the Issuer, Wilmington Trust, National Association, as trustee, and Deutsche Bank Trust Company Americas, as registrar, paying agent and authenticating agent, entered into a sixth supplemental indenture, dated as of November 23, 2021 (the "Supplemental Indenture") to the Senior Notes Indenture dated as of March 10, 2015 (as previously amended, supplemented or otherwise modified from time to time, the "Base Indenture" and together with the Supplemental Indenture, the "Indenture"), providing for the issuance of the Notes.

The Notes will bear interest at a fixed rate of 3.100% per annum, and interest will be payable on June 1 and December of each year, beginning June 1, 2022 until the maturity date of December 1, 2051. The Issuer may redeem the Notes at such times and at the redemption prices as provided for in the Indenture. The Indenture also contains certain covenants as set forth in the Indenture and requires the Issuer to offer to repurchase the Notes upon certain change of control events.

The description of the Indenture contained herein is qualified in its entirety by reference to the Base Indenture and the Supplemental Indenture (including the form of Notes) which are filed as Exhibits 4.1 and 4.2 to this Current Report on Form 8-K, respectively, and are incorporated herein by reference.

Item 8.01 Other Events.

On November 9, 2021, the Issuer entered into an underwriting agreement (the "Underwriting Agreement"), by and between the Issuer and J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC, as representatives of the several underwriters listed on Schedule I thereto (the "Underwriters"), pursuant to which the Issuer agreed to issue and sell to the Underwriters $1.5 billion aggregate principal amount of the Notes. The description of the Underwriting Agreement contained herein is qualified in its entirety by reference to the Underwriting Agreement, which is filed as Exhibit 1.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The above-mentioned offering was made pursuant to an effective shelf registration statement on Form S-3 (File No. 333-258499) filed by the Issuer. Opinions of counsel for the Issuer are filed as Exhibits 5.1 and 5.2 to this Current Report on Form 8-K.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

1.1	Underwriting Agreement, dated as of November 9, 2021 by and between Aptiv PLC and the underwriters named therein.
4.1	Senior Notes Indenture, dated as of March 10, 2015, among Aptiv PLC, the guarantors named therein, Wilmington Trust, National Association, as Trustee and Deutsche Bank Trust Company Americas, as Registrar, Paying Agent and Authenticating Agent (incorporated by reference to the Current Report on Form 8-K filed on March 10, 2015).
4.2	Sixth Supplemental Indenture, dated as of November 23, 2021, among Aptiv PLC, Wilmington Trust, National Association, as Trustee, and Deutsche Bank Trust Company Americas, as Registrar, Paying Agent and Authenticating Agent.
5.1	Opinion of Davis Polk & Wardwell LLP with respect to the Notes.
5.2	Opinion of Carey Olsen Jersey LLP with respect to certain matters of Jersey law.
23.1	Consent of Davis Polk & Wardwell LLP (included in Exhibit 5.1).
23.2	Consent of Carey Olsen Jersey LLP (included in Exhibit 5.2).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: November 23, 2021

APTIV PLC

By: /s/ Katherine H. Ramundo

Katherine H. Ramundo
Senior Vice President, Chief Legal Officer, Chief Compliance Officer and Secretary

Exhibit 1.1

Execution Version

APTIV PLC

$1,500,000,000 3.100% Senior Notes due 2051

Underwriting Agreement

November 9, 2021

J.P. Morgan Securities LLC
Citigroup Global Markets Inc.
Goldman Sachs & Co. LLC

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

and

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

Ladies and Gentlemen:

Aptiv PLC, a Jersey public limited company (the "Issuer"), proposes to issue and sell to the several Underwriters listed in Schedule 1 hereto (collectively, the "Underwriters" and, each, an "Underwriter"), for whom J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC are acting as representatives (collectively, the "Representatives"), $1,500,000,000 aggregate principal amount of its 3.100% Senior Notes due 2051 (the "Securities"). The Securities will be issued pursuant to the indenture dated as of March 10, 2015 (the "Base Indenture") among the Issuer, Aptiv Corporation, a Delaware corporation ("Aptiv Corp"), the other guarantors party thereto, Wilmington Trust, National Association, as trustee (the "Trustee") and Deutsche Bank Trust Company Americas, as registrar, paying agent and authenticating agent (the "Agent"), as amended and supplemented by a supplemental indenture to be dated as of the Closing Date (as defined below) (the "Sixth Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

The Issuer hereby confirms its agreement with the several Underwriters concerning the purchase and sale of the Securities, as follows:

1. Registration Statement. The Issuer 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-3ASR (File No. 333-258499), including a prospectus, relating to the Securities. Such registration statement, as amended at the time it becomes effective, including 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 ("Rule 430 Information"), insofar as it relates to the issuance and sale of the Securities, is referred to herein as the "Registration Statement"; and as used herein, the term "Preliminary Prospectus" means the prospectus included in such registration statement (and any amendments thereto) at the time it became effective, and any prospectus relating to the Securities filed with the Commission pursuant to Rule 424(a) under the Securities Act, and the term "Prospectus" means the prospectus in the form first used (or made available upon request of purchasers pursuant to Rule 173 under the Securities Act) in connection with confirmation of sales of the Securities. Any reference in this Underwriting Agreement (this "Agreement") to the Registration Statement, 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, as of the effective date of the Registration Statement or the date of such Preliminary Prospectus or the Prospectus, as the case may be and any reference to "amend", "amendment" or "supplement" with respect to the Registration Statement, any Preliminary Prospectus or the Prospectus shall be deemed to refer to and include any documents filed after such date under the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Exchange Act") that are deemed to be incorporated by reference therein. Capitalized terms used but not defined herein shall have the meanings given to such terms in the Registration Statement and the Prospectus.

At or prior to the time when sales of the Securities were first made (the "Time of Sale"), the Issuer had prepared the following information (collectively, the "Time of Sale Information"): a Preliminary Prospectus dated November 9, 2021 (including the base prospectus included therein), and each "free writing prospectus" (as defined pursuant to Rule 405 under the Securities Act) listed on Annex A hereto.

The Issuer intends to use the proceeds of the offering of the Securities to redeem all of Aptiv Corp's outstanding 4.150% Senior Notes due 2024 and all of the Issuer's outstanding 4.250% Senior Notes due 2026, as described in the Time of Sale Information, and for general corporate purposes and to pay related fees and expenses. The issuance and sale of the Securities and the use of proceeds therefrom (other than for general corporate purposes) are referred to herein as the "Transactions".

2. Purchase and Resale of the Securities by the Underwriters; Reimbursement of Issuer Expenses.

(a) The Issuer agrees to issue and sell the Securities to the several Underwriters as provided in this Agreement, 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 amounts of the Securities set

forth opposite such Underwriter's name in Schedule 1 hereto at a price equal to 96.939% of the principal amount of the Securities, plus accrued interest, if any, from November 23, 2021 to the Closing Date. 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 Issuer understands that the Underwriters intend to make a public offering of the Securities as soon after the effectiveness of this Agreement as in the judgment of the Representatives is advisable, and to initially offer the Securities on the terms set forth in the Time of Sale Information. The Issuer acknowledges and agrees that the Underwriters may offer and sell Securities to or through any affiliate of an Underwriter and that any such affiliate may offer and sell Securities purchased by it to or through any Underwriter.

(c) Payment for and delivery of the Securities will be made at the offices of Cahill Gordon & Reindel LLP, 32 Old Slip, New York, New York 10005 at 10:00 A.M., New York City time, on November 23, 2021, or at such other time on the same or such other date, not later than the fifth business day thereafter, as the Representatives and the Issuer may agree upon in writing. The time and date of such payment and delivery is referred to herein as the "Closing Date".

(d) Payment for the Securities shall be made by wire transfer in immediately available funds to the account(s) specified by the Issuer to the Representatives against delivery to the nominee of The Depository Trust Company ("DTC"), for the account of the Underwriters, of one or more global notes representing the Securities (collectively, the "Global Notes"), with any transfer taxes payable in connection with the sale of the Securities duly paid by the Issuer. The Global Notes will be made available for inspection by the Representatives not later than 10:00 A.M., New York City time, on the business day prior to the Closing Date.

(e) The Issuer acknowledges and agrees that each Underwriter is acting solely in the capacity of an arm's length contractual counterparty to the Issuer with respect to the 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 or any other person. Additionally, no Underwriter is advising the Issuer or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction. The Issuer shall consult with its own advisors concerning such matters and shall be responsible for making its own independent investigation and appraisal of the transactions contemplated hereby, and no Underwriter shall have any responsibility or liability to the Issuer with respect thereto. Any review by any Underwriter of the Issuer, the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of such Underwriter and shall not be on behalf of the Issuer or any other person.

3. Representations and Warranties of the Issuer. The Issuer represents and warrants to each Underwriter that:

(a) *Preliminary Prospectus*. No order preventing or suspending the use of any Preliminary Prospectus included in the Time of Sale Information has been issued by the Commission, and each Preliminary Prospectus, at the time of filing thereof, complied in all material respects with the Securities Act and did 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 that the Issuer makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Issuer in writing by such Underwriter expressly for use in any Preliminary Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(b) *Time of Sale Information*. The Time of Sale Information, at the Time of Sale, did not, and at the Closing Date, will not, contain any 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; provided that the Issuer makes no representation or warranty with respect to any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Issuer in writing by such Underwriter through the Representatives expressly for use in the Preliminary Prospectus, the Time of Sale Information or the Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(c) *Issuer Free Writing Prospectus*. Other than the Registration Statement, the Preliminary Prospectus and the Prospectus, the Issuer (including its agents and representatives, other than the Underwriters in their capacity as such) has not prepared, made, used, authorized, approved or referred to and will not 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 Issuer or its 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 Annex A hereto as constituting part of the Time of Sale Information and (v) any electronic road show or other written communications, including the investor presentation listed on Annex C hereto (the "investor presentation"), in each case approved by the Representatives. Each such Issuer Free Writing Prospectus complies in all material respects with the Securities Act, has been or will be (within the time period specified in Rule 433) filed in accordance with the Securities Act (to the extent required thereby) and, when taken together with the Preliminary Prospectus, such Issuer Free Writing Prospectus, did not at the Time of Sale, and at the Closing Date will not, contain any 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; provided that the Issuer makes no representation or 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 Issuer in writing by such Underwriter through the Representatives expressly for use in any Issuer Free Writing

Prospectus, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(d) *Registration Statement and Prospectus*. 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. No order suspending the effectiveness of the Registration Statement has been issued by the Commission and no proceeding for that purpose or pursuant to Section 8A of the Securities Act against the Issuer or related to the offering has been initiated or threatened by the Commission; as of the applicable effective date of the Registration Statement and any amendment thereto, the Registration Statement complied and will comply 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 and will not contain any untrue statement of a material fact or omit to state a material fact 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 will comply in all material respects with the Securities Act 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 that the Issuer makes no representation or warranty with respect to (i) that part of the Registration Statement that constitutes the Statement of Eligibility and Qualification (Form T-1) of the Trustee under the Trust Indenture Act or (ii) any statements or omissions made in reliance upon and in conformity with information relating to any Underwriter furnished to the Issuer in writing by such Underwriter through the Representatives expressly for use in the Registration Statement and the Prospectus and any amendment or supplement thereto, it being understood and agreed that the only such information furnished by any Underwriter consists of the information described as such in Section 7(b) hereof.

(e) *Incorporated Documents*. The documents incorporated by reference in each of the Registration Statement, the Prospectus and the Time of Sale Information, when they were filed with the Commission conformed in all material respects to the requirements of the Exchange Act, 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 in order 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 Time of Sale Information prior to the Closing Date, 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 in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(f) *Financial Statements*. The financial statements and the related notes thereto included or incorporated by reference in each of the Registration Statement, the Time of Sale Information 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 Issuer 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, and the supporting schedules included or incorporated by reference in each of the Registration Statement, the Prospectus and the Time of Sale Information present fairly the information required to be stated therein; and the other financial information included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus has been derived from the accounting records of the Issuer and its subsidiaries and presents fairly in all material respects the information shown thereby. The interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the Time of Sale Information fairly presents the information called for in all material respects and is prepared in accordance with the Commission's rules and guidelines applicable thereto.

(g) *No Material Adverse Change*. Since the date of the most recent financial statements of the Issuer included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus, except as disclosed in the Time of Sale Information, (i) there has not been any change in the capital stock or long-term debt of the Issuer or any of its significant subsidiaries (as defined below), or any dividend or distribution of any kind declared, set aside for payment, paid or made by the Issuer on any class of capital stock, or any material adverse change, or any development involving a prospective material adverse change, in or affecting the business, properties, management, financial position or results of operations of the Issuer and its subsidiaries taken as a whole; (ii) neither the Issuer nor any of its subsidiaries has entered into any transaction or agreement that is material to the Issuer and its subsidiaries taken as a whole or incurred any liability or obligation, direct or contingent, that is material to the Issuer and its subsidiaries taken as a whole; and (iii) neither the Issuer nor any of its subsidiaries has sustained any material loss or material interference with its business from fire, explosion, flood or other calamity, whether or not covered by insurance, or from any labor disturbance or dispute or any action, order or decree of any court or arbitrator or governmental or regulatory authority, except in each case as otherwise disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus, including, without limitation, changes in capital stock resulting from repurchases under the Issuer's share repurchase program.

(h) *Organization and Good Standing*. The Issuer and each of its significant subsidiaries have been duly incorporated or organized and are validly existing and in good standing under the laws of their respective jurisdictions of organization or incorporation, are duly qualified to do business and are in good standing in each jurisdiction in which their respective ownership or lease of property or the conduct of

their respective businesses requires such qualification, and have all power and authority necessary to own or hold their respective properties and to conduct the businesses in which they are engaged, except where the failure to be so qualified, in good standing or have such power or authority would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the business, properties, management, financial position, results of operations or prospects of the Issuer and its subsidiaries taken as a whole or on the performance by the Issuer of its obligations under the Transaction Documents (as defined below) (a "Material Adverse Effect"). The Issuer does not own or control, directly or indirectly, any corporation, association or other entity other than the subsidiaries listed in Exhibit 21 to the Registration Statement, except for entities that have been omitted pursuant to Item 601(b)(21) of Regulation S-K. The subsidiaries listed in Schedule 2 to this Agreement are the only "significant subsidiaries" of the Issuer.

(i) *Capitalization*. All the outstanding shares of capital stock or other equity interests of each subsidiary of the Issuer have been duly and validly authorized and issued, are fully paid and non-assessable and (except, in the case of any foreign subsidiary, for directors' qualifying shares) are owned directly or indirectly by the Issuer, free and clear of any lien, charge, encumbrance, security interest, restriction on voting or transfer or any other claim of any third party, other than as described in the Time of Sale Information and the Prospectus, or as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(j) *Due Authorization*. The Issuer has full right, power and authority to execute and deliver this Agreement, the Securities and the Indenture (collectively, the "Transaction Documents") to which each is a party and to perform its obligations hereunder and thereunder; and all action required to be taken for the due and proper authorization, execution and delivery of each of the Transaction Documents and the consummation of the transactions contemplated thereby has been duly and validly taken.

(k) *The Indenture*. The Indenture has been duly authorized by the Issuer and upon effectiveness of the Registration Statement was duly qualified under the Trust Indenture Act 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, except as enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or by equitable principles relating to enforceability (collectively, the "Enforceability Exceptions").

(l) *The Securities*. The Securities have been duly authorized by the Issuer 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) *Underwriting Agreement*. This Agreement has been duly authorized, executed and delivered by the Issuer.

(n) *Descriptions of the Transaction Documents*. Each Transaction Document conforms in all material respects to the description thereof contained in each of the Registration Statement, the Time of Sale Information and the Prospectus.

(o) *No Violation or Default*. Neither (i) the Issuer nor any of its significant subsidiaries is in violation of its charter or by-laws or similar organizational or constitutional documents; (ii) the Issuer nor any of its subsidiaries is in default, and no event has occurred that, with notice or lapse of time or both, would constitute such a default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is bound or to which any of the property or assets of the Issuer or any of its subsidiaries is subject; or (iii) the Issuer nor any of its subsidiaries is in violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (ii) and (iii) above, for any such default or violation that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(p) *No Conflicts*. The execution, delivery and performance by the Issuer of each of the Transaction Documents, the issuance and sale of the Securities and the consummation of the transactions contemplated by the Transaction Documents will not (i) conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, or result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Issuer or any of its subsidiaries pursuant to, any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Issuer or any of its subsidiaries is a party or by which the Issuer or any of its subsidiaries is bound or to which any of the property or assets of the Issuer or any of its subsidiaries is subject, (ii) result in any violation of the provisions of the charter or by-laws or similar organizational or constitutional documents of the Issuer or any of its subsidiaries or (iii) result in the violation of any law or statute or any judgment, order, rule or regulation of any court or arbitrator or governmental or regulatory authority, except, in the case of clauses (i) and (iii) above, for any such conflict, breach, violation, default, lien, charge or encumbrance that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(q) *No Consents Required*. No consent, approval, authorization, order, registration or qualification of or with any court or arbitrator or governmental or regulatory authority is required for the execution, delivery and performance by the Issuer of each of the Transaction Documents, the issuance and sale of the Securities and compliance by the Issuer with the terms thereof and the consummation of the transactions contemplated by the Transaction Documents, except for such consents, approvals, authorizations, orders and registrations or qualifications as may be required under the Control of Borrowing (Order) Jersey 1958 and the Companies (General Provisions)

(Jersey) Order 2002 or other applicable foreign or state securities laws in connection with the purchase and resale of the Securities by the Underwriters.

(r) *Legal Proceedings*. Except as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, there are no legal, governmental or regulatory investigations, actions, suits or proceedings ("Actions") pending to which the Issuer or any of its subsidiaries is or, to the knowledge of the Issuer, would reasonably be expected to be, a party or to which any property or assets of the Issuer or any of its subsidiaries is subject that, individually or in the aggregate, would reasonably be expected to have a Material Adverse Effect; and to the knowledge of the Issuer no such Actions are threatened or contemplated by any governmental or regulatory authority or by others.

(s) *Independent Accountants*. Ernst & Young LLP, who have certified certain financial statements of the Issuer and its subsidiaries are independent public accountants with respect to the Issuer 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.

(t) *Title to Intellectual Property*. (i) The Issuer and its subsidiaries own or possess adequate rights to use all patents, patent applications, trademarks, service marks, trade names, trademark registrations, service mark registrations, copyrights, licenses and know-how (including trade secrets and other unpatented and/or unpatentable proprietary or confidential information, systems or procedures) necessary for the conduct of their respective businesses; and (ii) the conduct of the Issuer's and its subsidiaries' respective businesses will not conflict with any such rights of others, and the Issuer and its subsidiaries have not received any notice of any claim of infringement of or conflict with any such rights of others, except in the case of each of clauses (i) and (ii) as would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect.

(u) *Investment Company Act*. The Issuer is not, and after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in each of the Registration Statement, the Time of Sale Information and the Prospectus will not be, an "investment company" or an entity "controlled" by an "investment company" within the meaning of the Investment Company Act of 1940, as amended, and the rules and regulations of the Commission thereunder (collectively, the "Investment Company Act").

(v) *Taxes*. The Issuer and each of its subsidiaries have timely paid all material U.S. federal, state, local and non-U.S. taxes (including any interest, additions to tax and related penalties) and filed all material tax returns required to be filed by them (including as a withholding agent) through the date hereof; and except as otherwise disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus, there is no material tax deficiency that has been, or could reasonably be expected to be,

asserted against the Issuer or any of its significant subsidiaries or any of their respective properties or assets.

(w) *Licenses and Permits*. The Issuer and its subsidiaries possess all licenses, certificates, permits and other authorizations issued by, and have made all declarations and filings with, the appropriate federal, state, local or foreign governmental or regulatory authorities that are necessary for the ownership or lease of their respective properties or the conduct of their respective businesses as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, except where the failure to possess or make the same would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect; and except as described in each of the Registration Statement, the Time of Sale Information and the Prospectus, neither the Issuer nor any of its subsidiaries has received notice of any revocation or modification of any such license, certificate, permit or authorization or has any reason to believe that any such license, certificate, permit or authorization will not be renewed in the ordinary course, except where such revocation, modification or non-renewal would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(x) *No Labor Disputes*. No labor disturbance by or dispute with employees of the Issuer or any of its subsidiaries exists or, to the knowledge of the Issuer, is contemplated or threatened and the Issuer is not aware of any existing or imminent labor disturbance by, or dispute with, the employees of any of the Issuer's or any of the Issuer's subsidiaries' principal suppliers, contractors or customers, except as would not reasonably be expected to have a Material Adverse Effect.

(y) *Compliance with Environmental Laws*. (i) The Issuer and its subsidiaries (x) are, and at all prior times were, 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 or safety as such relates to exposure to hazardous or toxic substances, wastes, pollutants or contaminants, the environment, natural resources, or the release, discharge, storage, treatment, generation, use, transportation, recycling or disposal of hazardous or toxic substances or wastes, pollutants or contaminants (collectively, "Environmental Laws"), (y) 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 (z) have not received notice of any actual or potential liability under or relating to any Environmental Laws, including for the investigation or remediation of any disposal or release of hazardous or toxic substances or wastes, pollutants or contaminants, and have no knowledge of any event or condition that would reasonably be expected to result in any such notice, and (ii) there are no costs or liabilities associated with Environmental Laws of or relating to the Issuer or its subsidiaries, except in the case of each of (i) and (ii) above, for any such failure to comply, or failure to receive required permits, licenses or approvals, or cost or liability (whether accrued, contingent, fixed, determinable, determined or otherwise), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse

Effect; and (iii) except as described in each of the Time of Sale Information and the Prospectus or except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect, (x) there are no proceedings that are pending, or that are known to be contemplated, against the Issuer or any of its subsidiaries under any Environmental Laws in which a governmental entity is also a party and (y) the Issuer and its subsidiaries are not aware of any issues regarding compliance with Environmental Laws, or liabilities or other obligations under Environmental Laws or concerning hazardous or toxic substances or wastes, pollutants or contaminants.

(z) *Disclosure Controls*. The Issuer maintains an effective system of "disclosure controls and procedures" (as defined in Rule 13a-15(e) of the Exchange Act) that is designed to ensure that information required to be disclosed by the Issuer 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 Issuer's management as appropriate to allow timely decisions regarding required disclosure. The Issuer has carried out evaluations of the effectiveness of its disclosure controls and procedures as required by Rule 13a-15 of the Exchange Act.

(aa) *Accounting Controls*. The Issuer maintains a system of "internal control over financial reporting" (as defined in Rule 13a-15(f) of the Exchange Act) that complies with the requirements of the Exchange Act and is maintained under the supervision of the principal executive and principal financial officers of the Issuer, 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. The Issuer maintains internal controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences; and (v) interactive data in eXtensible Business Reporting Language included or incorporated by reference in the Registration Statement, the Prospectus and the Time of Sale Information is prepared in accordance with the Commission's rules and guidelines applicable thereto. Except as disclosed in each of the Registration Statement, the Time of Sale Information and the Prospectus, there are no material weaknesses in the Issuer's internal controls.

(bb) *Insurance*. The Issuer and its subsidiaries have insurance covering their respective properties, operations, personnel and businesses, including business interruption insurance, which insurance is in amounts and insures against such losses and risks as the Issuer believes are adequate to protect the Issuer and its subsidiaries and their respective businesses; and neither the Issuer nor any of its subsidiaries has (i) received

notice from any insurer or agent of such insurer that capital improvements or other expenditures are required or necessary to be made in order to continue such insurance or (ii) any reason to believe that it will not be able to renew its existing insurance coverage as and when such coverage expires or to obtain similar coverage at reasonable cost from similar insurers as may be necessary to continue its business, except in the cases referenced in (i) and (ii) as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(cc) *No Unlawful Payments*. Neither the Issuer nor any of its subsidiaries nor, to the knowledge of the Issuer, any director, officer, agent, employee or other person associated with or acting on behalf of the Issuer or any of its subsidiaries has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds; (iii) violated or is in violation of any provision of the Foreign Corrupt Practices Act of 1977, as amended, or any applicable law or regulation implementing the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, or committed an offence under the Bribery Act 2010 of the United Kingdom or any other applicable anti-bribery or anti-corruption law (such laws and regulations, the "Anti-Bribery and Corruption Laws"); or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment. To the best of the Issuer's knowledge and belief, no actions or investigations by any governmental or regulatory agency are ongoing or threatened against the Issuer or its subsidiaries, or any of their directors, officers or employees or anyone acting on their behalf in relation to an alleged breach of the Anti-Bribery and Corruption Laws. The Issuer and its subsidiaries have instituted and will maintain and enforce, policies and procedures designed to ensure compliance by the Issuer and its subsidiaries with the Anti-Bribery and Corruption Laws.

(dd) *Compliance with Money Laundering Laws*. The operations of the Issuer and its subsidiaries are and have been conducted at all times in 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 Issuer or any of its subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Issuer, threatened.

(ee) *No Conflicts with Sanctions Laws*. None of the Issuer, any of its subsidiaries or, to the knowledge of the Issuer, any director, officer, agent, employee or affiliate of the Issuer or any of its subsidiaries is (i) currently the subject or the target of any sanctions administered or enforced by the U.S. Government, including, without limitation, the Office of Foreign Assets Control of the U.S. Department of the Treasury (including, without limitation, the Ukraine-/Russia-related/Sectoral Sanctions Identification List sanctions program), the United Nations Security Council, the European

Union, Her Majesty's Treasury, or other relevant sanctions authority (collectively, "Sanctions") or (ii) owned 50% or more by or otherwise controlled by or acting on behalf of one or more persons or entities that are subject to Sanctions, nor is the Issuer or any of its subsidiaries located, organized or resident in a country or territory that is the subject of Sanctions (including but not limited to Cuba, Iran, Syria, North Korea and the Crimean Region (each, a "Sanctioned Country")); and the Issuer will not 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 (i) for the purpose of any activities of or business with any person, or in any country or territory, that, at the time of such use, is the subject of Sanctions or (ii) in any other manner that would reasonably be expected, by the Issuer, to result in a violation by any person participating in the transaction, whether as Underwriter, advisor, investor or otherwise, of Sanctions.

(ff) *Cybersecurity*. To the knowledge of the Issuer, (i)(x) there has been no security breach or other compromise of or relating to any of the Issuer's or its subsidiaries' information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "IT Systems and Data") and (y) the Issuer and its subsidiaries have not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT Systems and Data; (ii) the Issuer and its subsidiaries are presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification; and (iii) the Issuer and its subsidiaries have implemented backup and disaster recovery technology consistent with industry standards and practices, except as would not, in the case of clauses (i) and (ii), individually or in the aggregate, have a Material Adverse Effect.

(gg) *No Stabilization*. The Issuer has not taken, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(hh) *Margin Rules*. Neither the issuance, sale and delivery of the Securities nor the application of the proceeds thereof by the Issuer as described in each of the Registration Statement, the Time of Sale Information and the Prospectus will violate Regulation T, U or X of the Board of Governors of the Federal Reserve System or any other regulation of such Board of Governors.

(ii) *Forward-Looking Statements*. No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act) contained or incorporated by reference in any of the Registration Statement, the Time of

Sale Information or the Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(jj) *Statistical and Market Data*. Nothing has come to the attention of the Issuer that has caused the Issuer to believe that the statistical and market-related data included or incorporated by reference in each of the Registration Statement, the Time of Sale Information and the Prospectus is not based on or derived from sources that are reliable and accurate in all material respects.

(kk) *Sarbanes-Oxley Act*. There is and has been no failure on the part of the Issuer or any of the Issuer's directors or officers, in their capacities as such, to comply with any provision of the Sarbanes-Oxley Act of 2002, as amended, 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.

(ll) *Status under the Securities Act*. The Issuer is not an ineligible issuer and is a well-known seasoned issuer, in each case as defined under the Securities Act, in each case at the times specified in the Securities Act in connection with the offering of the Securities.

4. Further Agreements of the Issuer. The Issuer covenants and agrees with each Underwriter that:

(a) *Required Filings*. The Issuer will file the Prospectus with the Commission within the time periods specified by Rule 424(b) and Rule 430A, 430B or 430C under the Securities Act and will file any Issuer Free Writing Prospectus (including the Pricing Term Sheet referred to in Annex A hereto) to the extent required by Rule 433 under the Securities Act; the Issuer will file promptly all reports and any definitive proxy or information statements required to be filed by the Issuer with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of the Prospectus and for so long as the delivery of a prospectus is required in connection with the offering or sale of the Securities; and the Issuer will furnish copies of the Prospectus and each Issuer Free Writing Prospectus (to the extent not previously delivered) to the Underwriters in New York City prior to 10:00 A.M., New York City time, on the business day next succeeding the date of this Agreement in such quantities as the Underwriters may reasonably request. The Issuer will pay the registration fees for this offering within the time period required by Rule 456(b)(1)(i) under the Securities Act (without giving effect to the proviso therein) and in any event prior to the Closing Date.

(b) *Delivery of Copies*. The Issuer will deliver, without charge, (i) to each Representative, two signed copies of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith and documents incorporated by reference therein; and (ii) to each Underwriter (A) a conformed copy of the Registration Statement as originally filed and each amendment thereto, in each case including all exhibits and consents filed therewith and (B) during the Prospectus Delivery Period (as defined below), as many copies of the Prospectus (including all amendments and supplements thereto and documents incorporated by

reference therein) as the Underwriters 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 and prior to nine months after the Closing Date 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 or the Prospectus, whether before or after the time that the Registration Statement becomes effective, 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, distribute 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 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 Time of Sale Information 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 Time of Sale Information or any such Issuer Free Writing Prospectus is delivered to a purchaser, not misleading; (vi) of the receipt by the Issuer of any notice of objection of the Commission to the use of the Registration Statement or any post-effective amendment thereto pursuant to Rule 401(g)(2) under the Securities Act; and (vii) of the receipt by 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 Issuer will use its 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 use its commercially reasonable efforts to obtain as soon as practicable the withdrawal thereof.

(e) *Time of Sale Information*. If at any time prior to the Closing Date (i) any event shall occur or condition shall exist as a result of which any of the Time of Sale Information 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 under which they were made, not misleading or (ii) it is necessary to amend or supplement any of the Time of Sale Information to comply with law, the Issuer will as soon as practicable 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 such amendments or supplements to any of the Time of Sale Information (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in any of the Time of Sale Information as so amended or supplemented (including such documents to be incorporated by reference therein) will not, in the light of the circumstances under which they were made, be misleading or so that any of the Time of Sale Information 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 any 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 Issuer will as soon as practicable notify the Underwriters thereof and forthwith prepare and, subject to paragraph (c) above, file with the Commission and furnish to the Underwriters such amendments or supplements to the Prospectus (or any document to be filed with the Commission and incorporated by reference therein) as may be necessary so that the statements in the Prospectus as so amended or supplemented (including such documents to be incorporated by reference) 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 Issuer will qualify the Securities for offer and sale under the securities or Blue Sky laws of such jurisdictions as the Representatives shall reasonably request and will continue such qualifications in effect so long as required for the offering and resale of the Securities; provided that the Issuer shall not be required to (i) qualify as a foreign corporation or other entity or as a dealer in securities in any such jurisdiction where it would not otherwise be required to so qualify, (ii) file any general consent to service of process in any such jurisdiction or (iii) subject itself to taxation in any such jurisdiction if it is not otherwise so subject.

(h) *Earning Statement*. The Issuer will make generally available to its security holders and the Representatives as soon as practicable an earning statement that satisfies the provisions of Section 11(a) of the Securities Act and Rule 158 of the Commission promulgated thereunder covering a period of at least twelve months beginning with the first fiscal quarter of the Issuer occurring after the "effective date" (as defined in Rule 158) of the Registration Statement.

(i) *Clear Market*. During the period from the date hereof through and including the Closing Date, the Issuer will not, without the prior written consent of the Representatives, offer, sell, contract to sell or otherwise dispose of any debt securities issued or guaranteed by the Issuer and having a tenor of more than one year.

(j) *Use of Proceeds*. The Issuer will apply the net proceeds from the sale of the Securities as described in each of the Registration Statement, the Time of Sale Information and the Prospectus under the heading "Use of Proceeds".

(k) *DTC*. The Issuer will assist the Underwriters in arranging for the Securities to be eligible for clearance and settlement through DTC.

(l) *No Stabilization*. The Issuer will not take, directly or indirectly, any action designed to or that would reasonably be expected to cause or result in any stabilization or manipulation of the price of the Securities.

(m) *Record Retention*. 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.

(n) *Exchange Listing*. The Issuer will use its commercially reasonable efforts to cause the Securities to be listed for trading on the New York Stock Exchange (the "NYSE") within 30 days after the Closing Date.

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 Issuer and not incorporated by reference into the Registration Statement and any press release issued by 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 pursuant to Rule 433, (ii) any Issuer Free Writing Prospectus listed on Annex A hereto or prepared pursuant to Section 3(c) or Section 4(c) above (including any electronic road show), or (iii) any free writing prospectus prepared by such Underwriter and approved by the Issuer in advance in writing (each such free writing prospectus referred to in clauses (i) or (iii), 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 of the Securities (and will promptly notify 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 the

Issuer of its 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, pursuant to Rule 401(g)(2) or pursuant to Section 8A under the Securities Act shall be pending before or threatened by the Commission; the Prospectus and each Issuer Free Writing Prospectus shall have been timely filed with the Commission under the Securities Act (in the case of an Issuer Free Writing Prospectus, to the extent required by Rule 433 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 the Issuer contained herein shall be true and correct as of the Time of Sale and on and as of the Closing Date; and the statements of the Issuer and its officers made in any certificates delivered pursuant to this Agreement shall be true and correct on and as of the Closing Date.

(c) *No Downgrade*. Subsequent to the earlier of (A) the Time of Sale and (B) the execution and delivery of this Agreement, (i) no downgrading shall have occurred in the rating accorded the Issuer or any of its subsidiaries, the Securities or any other debt or preferred stock issued or guaranteed by the Issuer or any of its subsidiaries by any "nationally recognized statistical rating organization", as such term is defined under Section 3(a)(62) of the Exchange Act; and (ii) no such organization shall have publicly announced that it has under surveillance or review, or has changed its outlook with respect to, its rating of the Securities or of any other debt securities or preferred stock issued or guaranteed by the Issuer or any of its subsidiaries (other than an announcement with positive implications of a possible upgrading).

(d) *No Material Adverse Change*. No event or condition of a type described in Section 3(g) hereof shall have occurred or shall exist, which event or condition is not described in each of the Time of Sale Information (excluding any amendment or supplement thereto) and the Prospectus (excluding any amendment or supplement thereto), the effect of which in the judgment of the Representatives makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

(e) *Officer's Certificate*. The Representatives shall have received on and as of the Closing Date a certificate of an officer of the Issuer (i) confirming that, to the knowledge of such officer, the representations set forth in Sections 3(b) and 3(c) hereof are true and correct, (ii) confirming that the other representations and warranties of the Issuer in this Agreement are true and correct and that the Issuer has complied with all agreements and satisfied all conditions on their part to be performed or satisfied

hereunder at or prior to the Closing Date and (iii) to the effect set forth in paragraphs (a), (c) and (d) above.

(f) *Comfort Letters*. On the date of this Agreement and on the Closing Date, Ernst & Young LLP shall have furnished to the Representatives, at the request of the Issuer, 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 each of the Registration Statement, the Time of Sale Information 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.

(g) *Opinion and 10b-5 Statement of Counsel for the Issuer*. (i) Davis Polk & Wardwell LLP, counsel for the Issuer, shall have furnished to the Representatives, at the request of the Issuer, their written opinion and 10b-5 statement, 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 D hereto, (ii) Carey Olsen Jersey LLP, local counsel to the Issuer in Jersey, shall have furnished to the Representatives, at the request of the Issuer, their written opinion, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives and (iii) Arthur Cox LLP, local counsel to the Issuer in Ireland, shall have furnished to the Representatives, at the request of the Issuer, their written opinion, dated the Closing Date and addressed to the Underwriters, in form and substance reasonably satisfactory to the Representatives.

(h) *Opinion and 10b-5 Statement of Counsel for the Underwriters*. The Representatives shall have received on and as of the Closing Date an opinion and 10b-5 statement of Cahill Gordon & Reindel LLP, counsel for the Underwriters, with respect to such matters as the Representatives may reasonably request, and such counsel shall have received such documents and information as they may reasonably request to enable them to pass upon such matters.

(i) *No Legal Impediment to Issuance or Sale*. No action shall have been taken and no statute, rule, regulation or order shall have been enacted, adopted or issued by any federal, state or foreign governmental or regulatory authority that would, as of the Closing Date, prevent the issuance or sale of the Securities; and no injunction or order of any federal, state or foreign court shall have been issued that would, as of the Closing Date, prevent the issuance or sale of the Securities.

(j) *Good Standing*. The Representatives shall have received on and as of the Closing Date satisfactory evidence of the good standing of the Issuer in its jurisdiction of incorporation and its good standing in such other jurisdictions as the Representatives may reasonably request, in each case in writing or any standard form of telecommunication, from the appropriate governmental authorities of such jurisdictions.

(k) *DTC*. The Securities shall be eligible for clearance and settlement through DTC.

(l) *Indenture and Securities*. The Indenture shall have been duly executed and delivered by a duly authorized officer of the Issuer, the Trustee and the Agent, and the Securities shall have been duly executed and delivered by a duly authorized officer of the Issuer and duly authenticated by the Agent.

(m) *Additional Documents*. On or prior to the Closing Date, the Issuer shall have furnished to the Representatives such further certificates and documents as the Representatives may reasonably request.

All opinions, letters, certificates and evidence mentioned above or elsewhere in this Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance reasonably satisfactory to counsel for the Underwriters.

7. Indemnification and Contribution.

(a) *Indemnification of the Underwriters*. The Issuer agrees to indemnify and hold harmless each Underwriter, its affiliates, directors and officers 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 and liabilities (including, without limitation, reasonable legal fees and other expenses incurred in connection with any suit, action or proceeding or any claim asserted, as such fees and expenses are incurred), joint or several, that arise out of, or are based upon, (i) any untrue statement or alleged untrue statement of a material fact contained in the Registration Statement or any omission or alleged omission to state therein a material fact required to be stated therein or necessary in order to make the statements therein, not misleading, or (ii) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus (or any amendment or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, or any omission or alleged omission to state therein a material fact necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, in each case except insofar as such losses, claims, damages or liabilities arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to any Underwriter furnished to the Issuer in writing by such Underwriter expressly for use therein, it being understood and agreed that the only such information consists of the information described as such in paragraph (b) below.

(b) *Indemnification of the Issuer*. Each Underwriter agrees, severally and not jointly, to indemnify and hold harmless the Issuer, each of its directors, each of its officers who signed the Registration Statement and each person, if any, who controls the Issuer within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act, in each case, to the same extent as the indemnity set forth in paragraph (a) above, but only with respect to any losses, claims, damages or liabilities that arise out of, or are based upon, any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with any information relating to such Underwriter furnished to the Issuer in writing by such Underwriter expressly for use in the Registration Statement, the Prospectus (or any amendment

or supplement thereto), any Issuer Free Writing Prospectus or any Time of Sale Information, it being understood and agreed that the only such information consists of the following under the heading "Underwriting" in the Preliminary Prospectus and the Prospectus: the third paragraph, the fifth sentence of the seventh paragraph and the eighth, tenth, eleventh and twelfth paragraphs.

(c) *Notice and Procedures*. If any suit, action, proceeding (including any governmental or regulatory investigation), claim or demand shall be brought or asserted against any person in respect of which indemnification may be sought pursuant to either paragraph (a) or (b) above, such person (the "Indemnified Person") shall promptly notify the person against whom such indemnification may be sought (the "Indemnifying Person") in writing; provided that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have under paragraph (a) or (b) above except to the extent that it has been materially prejudiced (through the forfeiture of substantive rights or defenses) by such failure; and provided, further, that the failure to notify the Indemnifying Person shall not relieve it from any liability that it may have to an Indemnified Person otherwise than under paragraph (a) or (b) above. If any such proceeding shall be brought or asserted against an Indemnified Person and it shall have notified the Indemnifying Person thereof, the Indemnifying Person shall retain counsel reasonably satisfactory to the Indemnified Person (who shall not, without the consent of the Indemnified Person (which consent shall not be unreasonably withheld or delayed), be counsel to the Indemnifying Person) to represent the Indemnified Person and any others entitled to indemnification pursuant to this Section 7 that the Indemnifying Person may designate in such proceeding and shall pay the fees and expenses of such proceeding and shall pay the fees and expenses of such counsel related to such proceeding, as incurred. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Indemnifying Person and the Indemnified Person shall have mutually agreed to the contrary; (ii) the Indemnifying Person has failed within a reasonable time to retain counsel reasonably satisfactory to the Indemnified Person; (iii) the Indemnified Person shall have reasonably concluded that there may be legal defenses available to it that are different from or in addition to those available to the Indemnifying Person; or (iv) the named parties in any such proceeding (including any impleaded parties) include both the Indemnifying Person and the Indemnified Person and representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. It is understood and agreed that the Indemnifying Person shall not, in connection with any proceeding or related proceeding in the same jurisdiction, be liable for the fees and expenses of more than one separate firm (in addition to one local counsel per jurisdiction) for all Indemnified Persons, and that all such fees and expenses shall be reimbursed as they are incurred. Any such separate firm for any Underwriter, its affiliates, directors and officers and any control persons of such Underwriter shall be designated in writing by such Underwriter and any such separate firm for the Issuer, its directors and its officers who signed the Registration Statement and any control persons of the Issuer shall be designated in writing by the Issuer. The Indemnifying Person shall not be liable for any settlement of any proceeding effected without its written consent, but if settled with such consent or if there be a final judgment for the plaintiff, the Indemnifying Person agrees to indemnify each Indemnified Person from and against any loss or liability by reason of such settlement or judgment. No Indemnifying Person shall, without the written consent of the Indemnified Person, effect any settlement of any pending or threatened proceeding in respect of which any

Indemnified Person is or could have been a party and indemnification could have been sought hereunder by such Indemnified Person, unless such settlement (x) includes an unconditional release of such Indemnified Person, in form and substance reasonably satisfactory to such Indemnified Person, from all liability on claims that are the subject matter of such proceeding and (y) 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 Person.

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

(e) *Limitation on Liability*. The Issuer and the Underwriters agree that it would not be just and equitable if contribution pursuant to this Section 7 were determined by pro rata allocation (even if the Underwriters were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in paragraph (d) above. The amount paid or payable by an Indemnified Person as a result of the losses, claims, damages and liabilities referred to in paragraph (d) above shall be deemed to include, subject to the limitations set forth above, any legal or other expenses incurred by such Indemnified Person in connection with any such action or claim. Notwithstanding the provisions of this Section 7, in no event shall an Underwriter be required to contribute any amount in excess of the amount by which the total underwriting discounts and commissions received by such Underwriter with respect to the offering of the Securities exceeds the amount of any damages that such Underwriter has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission. No person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. The

Underwriters' obligations to contribute pursuant to this Section 7 are several in proportion to their respective purchase obligations hereunder and not joint.

(f) *Non-Exclusive Remedies*. The remedies provided for in this Section 7 are not exclusive and shall not limit any rights or remedies that may otherwise be available to any Indemnified Person at law or in equity.

8. Termination. This Agreement may be terminated in the absolute discretion of the Representatives, by notice to the Issuer, if after the execution and delivery of this Agreement and on or prior to the Closing Date (i) trading generally shall have been suspended or materially limited on the New York Stock Exchange; (ii) trading of any securities issued or guaranteed by the Issuer shall have been suspended on any exchange; (iii) a general moratorium on commercial banking activities shall have been declared by federal or New York State authorities; or (iv) there shall have occurred any outbreak or escalation of hostilities or any change in financial markets or any calamity or crisis, either within or outside the United States, that, in the judgment of the Representatives, is material and adverse and makes it impracticable or inadvisable to proceed with the offering, sale or delivery of the Securities on the terms and in the manner contemplated by this Agreement, the Time of Sale Information and the Prospectus.

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 Issuer on the terms contained in this 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 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 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 Issuer or counsel for the Underwriters may be necessary in the Registration Statement, the Time of Sale Information and the Prospectus or in any other document or arrangement, and the Issuer agrees to promptly prepare any amendment or supplement to the Registration Statement, the Time of Sale Information and the Prospectus that effects any such changes. As used in this Agreement, the term "Underwriter" includes, for all purposes of this Agreement unless the context otherwise requires, any person not listed in Schedule 1 hereto 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 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 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 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 Issuer shall not exercise the right described in paragraph (b) above, then this Agreement shall terminate without liability on the part of the non-defaulting Underwriters. Any termination of this Agreement pursuant to this Section 9 shall be without liability on the part of the Issuer, 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 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 Agreement are consummated or this Agreement is terminated, the Issuer agrees to pay or cause to be paid all costs and expenses incident to the performance of its obligations hereunder, including without limitation, (i) the costs incident to the authorization, issuance, sale, preparation and delivery of the Securities and any taxes payable in that connection; (ii) the costs incident to the preparation and printing and filing under the Securities Act of the Registration Statement of the Preliminary Prospectus, any Issuer Free Writing Prospectus, any Time of Sale Information, and the Prospectus (including any exhibit, amendment or supplement thereto) and the distribution thereof; (iii) the costs of reproducing and distributing each of the Transaction Documents; (iv) the fees and expenses of the Issuer's counsel and independent accountants; (v) the fees and expenses incurred in connection with the registration or qualification and determination of eligibility for investment of the Securities under the laws of such jurisdictions as the Representatives may designate and the preparation, printing and distribution of a Blue Sky Memorandum (including the related fees and expenses of counsel for the Underwriters in an amount not to exceed $10,000); (vi) any fees charged by rating agencies for rating the Securities; (vii) the fees and expenses of the Trustee and the Agent (including related fees and expenses of any counsel to such parties); (viii) all expenses and application fees incurred in connection with any filing with, and clearance of the offering by, the Financial Industry Regulatory Authority and the approval of the Securities for book entry transfer by DTC; (ix) the fees and expenses incurred in connection with the listing of Securities on the NYSE; and (x) all expenses incurred by the Issuer in connection with any "road show" presentation to potential investors, including the investor presentation.

(b) If (i) this Agreement is terminated pursuant to clause (ii) of Section 8, (ii) the Issuer for any reason fails to tender the Securities for delivery to the Underwriters, or (iii) the Underwriters decline to purchase the Securities for any reason permitted under this Agreement other than pursuant to clauses (i), (iii) or (iv) of Section 8 or Section 9, the Issuer agrees to reimburse the Underwriters for all documented out-of-pocket costs and expenses (including the fees and expenses of their counsel) reasonably incurred by the Underwriters in connection with

this Agreement and the offering contemplated hereby. Notwithstanding anything to the contrary herein, each Underwriter agrees, at its own expense, to pay the portion of all expenses not reimbursed by the Issuer pursuant to Section 10 hereof represented by such Underwriter's pro rata share (based on the principal amount of Securities that such Underwriter agreed to purchase hereunder) of the Securities.

11. Persons Entitled to Benefit of Agreement. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and any controlling persons referred to herein, and the affiliates, officers and directors of each Underwriter referred to in Section 7 hereof. Nothing in this 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 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.

12. Survival. The respective indemnities, rights of contribution, representations, warranties and agreements of the Issuer and the Underwriters contained in this Agreement or made by or on behalf of the Issuer or the Underwriters pursuant to this 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 Agreement or any investigation made by or on behalf of the Issuer or the Underwriters.

13. Certain Defined Terms. For purposes of this 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; (c) the term "subsidiary" has the meaning set forth in Rule 405 under the Securities Act; and (d) the term "significant subsidiary" means, collectively, any "significant subsidiary" within the meaning of Rule 1-02 of Regulation S-X under the Exchange Act listed on Schedule 2 hereto.

14. Compliance with USA Patriot Act. In accordance with the requirements of the USA Patriot Act (Title III of Pub. L. 107-56 (signed into law October 26, 2001)), the Underwriters are required to obtain, verify and record information that identifies their respective clients, including the Issuer, which information may include the name and address of their respective clients, as well as other information that will allow the Underwriters to properly identify their respective clients.

15. Recognition of the U.S. Special Resolution Regimes.

(a) In the event that any Underwriter that is a Covered Entity becomes subject to a proceeding under a U.S. Special Resolution Regime, the transfer from such Underwriter of this Agreement, and any interest and obligation in or under this Agreement, will be effective to the same extent as the transfer would be effective under the U.S. Special Resolution Regime if this Agreement, and any such interest and obligation, were governed by the laws of the United States or a state of the United States.

(b) In the event that any Underwriter that is a Covered Entity or a BHC Act Affiliate of such Underwriter becomes subject to a proceeding under a U.S. Special Resolution Regime,

Default Rights under this Agreement that may be exercised against such Underwriter are permitted to be exercised to no greater extent than such Default Rights could be exercised under the U.S. Special Resolution Regime if this Agreement were governed by the laws of the United States or a state of the United States.

For purposes of this Section 15:

"BHC Act Affiliate" has the meaning assigned to the term "affiliate" in, and shall be interpreted in accordance with, 12 U.S.C. § 1841(k).

"Covered Entity" means any of the following:

(i) a "covered entity" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 252.82(b);

(ii) a "covered bank" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 47.3(b); or

(iii) a "covered FSI" as that term is defined in, and interpreted in accordance with, 12 C.F.R. § 382.2(b).

"Default Right" has the meaning assigned to that term in, and shall be interpreted in accordance with, 12 C.F.R. §§ 252.81, 47.2 or 382.1, as applicable.

"U.S. Special Resolution Regime" means each of (i) the Federal Deposit Insurance Act and the regulations promulgated thereunder and (ii) Title II of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the regulations promulgated thereunder.

16. 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 c/o J.P. Morgan Securities LLC, 383 Madison Avenue, New York, New York 10179, Attention: Investment Grade Syndicate Desk – 3rd Floor (Fax: (212) 834-6081), c/o Citigroup Global Markets Inc., 388 Greenwich Street, New York, New York 10013 (Fax: (646) 291-1469), Attention: General Counsel and c/o Goldman Sachs & Co. LLC, 200 West Street, New York, New York 10282 (Tel: 1-866-471-2526), Attention: Prospectus Department. Notices to the Issuer shall be given to them at Aptiv PLC, 5 Hanover Quay, Grand Canal Dock, Dublin 2 Ireland, Attention: Treasurer.

(c) *Governing Law*. This Agreement and any claim, controversy or dispute arising under or related to this Agreement shall be governed by and construed in accordance with the laws of the State of New York.

(d) *Consent to Jurisdiction*. Any legal suit, action or proceeding arising out of or based upon this Agreement or the transactions contemplated hereby ("Related Proceedings") shall be instituted in the federal courts of the United States of America located in the City and County of New York or the courts of the State of New York in each case located in the City and County of New York (collectively, the "Specified Courts"), and each of the Issuer and the other parties hereto irrevocably submits to the exclusive jurisdiction (except for suits, actions, or proceedings instituted in regard to the enforcement of a judgment of any Specified Court in a Related Proceeding, as to which such jurisdiction is non-exclusive) of the Specified Courts in any Related Proceeding. Service of any process, summons, notice or document by mail to such party's address set forth in paragraph (b) above shall be effective service of process for any Related Proceeding brought in any Specified Court. The Issuer and the other parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any Related Proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any Specified Court that any Related Proceeding brought in any Specified Court has been brought in an inconvenient forum. To the extent that any party hereto has or hereafter may acquire any immunity (on the grounds of sovereignty or otherwise) from the jurisdiction of any court or from any legal process with respect to itself or its property, each such party irrevocably waives, to the full extent permitted by applicable law, such immunity in respect of any such suit, action or proceeding. The Issuer hereby designates and appoints Katherine Ramundo (the "Process Agent") as its authorized agent, upon whom process may be served in any such legal suit, action or proceeding, it being understood that the designation and appointment of Katherine Ramundo as such authorized agent shall become effective immediately without any further action on the part of the Issuer. Such appointment shall be irrevocable to the extent permitted by applicable law and subject to the appointment of a successor agent in the United States on terms substantially similar to those contained herein and reasonably satisfactory to the Underwriters. If the Process Agent shall cease to act as agent for services of process, the Issuer shall appoint, without unreasonable delay, another such agent, and notify the Underwriters of such appointment. The Issuer represents to the Underwriters that it has notified the Process Agent of such designation and appointment and that the Process Agent has accepted the same in writing. The Issuer further agrees that service of process upon the Process Agent and written notice of said service to such party shall be deemed in every respect effective service of process upon the Issuer in any such legal suit, action or proceeding brought in any New York Court. Nothing herein shall affect the right of the Underwriters or the person controlling the Underwriters to serve process in any other manner permitted by law.

(e) *Waiver of Jury Trial*. Each of the parties hereto hereby waives any right to trial by jury in any suit or proceeding arising out of or relating to this Agreement.

(f) *Currency*. Any payment on account of an amount that is payable to any of the Underwriters in a particular currency (the "Required Currency") that is paid to or for the account of such Underwriter in the lawful currency of any other jurisdiction (the "Other Currency"), whether as a result of any judgment or order or the enforcement thereof or the liquidation of the

Issuer or for any other reason shall constitute a discharge of the obligation of the Issuer only to the extent of the amount of the Required Currency which the recipient could purchase in the New York or London foreign exchange markets with the amount of the Other Currency in accordance with normal banking procedures at the rate of exchange prevailing on the first day (other than a Saturday or Sunday) on which banks in New York or London are generally open for business following receipt of the payment first referred to above. If the amount of the Required Currency that could be so purchased (net of all premiums and costs of exchange payable in connection with the conversion) is less than the amount of the Required Currency originally due to the recipient, then the Issuer shall indemnify and hold harmless the recipient from and against all loss or damage arising out of or as a result of such deficiency. This indemnity shall constitute an obligation separate and independent from the other obligations of the Issuer, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any person owed such obligation from time to time and shall continue in full force and effect notwithstanding any judgment or order for a liquidated sum in respect of an amount due hereunder or any judgment or order.

(g) *Counterparts*. This Agreement may be signed in counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by telecopier, facsimile or other electronic transmission (i.e., a "pdf" or "tif") shall be effective as delivery of a manually executed counterpart thereof. The words "execution," "signed," "signature," and words of like import in this Agreement or in any other certificate, agreement or document related to this Agreement or the transactions contemplated hereby shall include images of manually executed signatures transmitted by facsimile or other electronic format (including, without limitation, "pdf", "tif" or "jpg") and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act and any other applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act or the Uniform Commercial Code.

(h) *Amendments or Waivers*. No amendment or waiver of any provision of this 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 Agreement.

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

[Signature pages follow]

Very truly yours,

APTIV PLC

By: /s/Jane Wu
Name: Jane Wu
Title: Treasurer

[*Signature Page to Underwriting Agreement*]

Accepted:

J.P. MORGAN SECURITIES LLC

By: /s/Som Bhattacharyya
Name: Som Bhattacharyya
Title: Executive Director

CITIGROUP GLOBAL MARKETS INC.

By: /s/Brian D. Bednarski
Name: Brian D. Bednarski
Title: Managing Director

GOLDMAN SACHS & CO. LLC

By: /s/Adam T. Greene
Name: Adam T. Greene
Title: Managing Director

SCHEDULE 1

Underwriters	Principal Amount of Securities
J.P. Morgan Securities LLC	$300,000,000
Citigroup Global Markets Inc.	300,000,000
Goldman Sachs & Co. LLC	300,000,000
Barclays Capital Inc.	90,000,000
BNP Paribas Securities Corp.	90,000,000
BofA Securities, Inc.	90,000,000
Deutsche Bank Securities Inc.	90,000,000
MUFG Securities Americas Inc.	30,000,000
SG Americas Securities, LLC	30,000,000
SMBC Nikko Securities America, Inc.	30,000,000
TD Securities (USA) LLC	30,000,000
Truist Securities, Inc.	30,000,000
UniCredit Capital Markets LLC	30,000,000
U.S. Bancorp Investments, Inc.	30,000,000
Wells Fargo Securities, LLC	30,000,000
Total	$1,500,000,000

SCHEDULE 2

Significant Subsidiaries

Aptiv Global Financing Limited
Aptiv Malta Holdings Limited
Aptiv Services US, LLC
Aptiv Technologies Limited (Barbados)
Aptiv Global Investments UK LLP
Aptiv Holdings (US), LLC
Aptiv Corporation
Aptiv Luxembourg Financial Services S.à r.l.
Aptiv Holdings (Luxembourg) S.à r.l.
Aptiv Global Investments UK LLP Luxembourg Branch
Aptiv Global Investments UK LLP
Aptiv Manufacturing Management Services S.à r.l.
Aptiv International Holdings 2 (Luxembourg) S.à r.l.
Aptiv International Holdings (Luxembourg) S.à r.l.
Aptiv International Operations Luxembourg S.à r.l.
Aptiv Safety & Mobility Services Singapore Pte. Ltd.
Aptiv Latin America Holdings (UK) LLP
Aptiv Asia Pacific Holdings (UK) LLP
Aptiv Holdings US Limited
Aptiv Financial Holdings (UK) LLP
Aptiv International Holdings UK Two LLP
Aptiv Financial Services (Luxembourg) S.à r.l.
Aptiv Global Holdings Limited (Ireland)
Aptiv Holdings Limited

Additional Time of Sale Information

1. Term sheet containing the terms of the Securities, substantially in the form of Annex B.

ANNEX B

[See Attached]

Electronic road show or other written communications

1. Electronic (Netroadshow) investor presentation of the Issuer made available on November 8, 2021

ANNEX D

Form of Opinion of Counsel for the Issuer

1. Assuming that the Notes have been duly authorized by the Company and when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, the Notes will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, may be subject to possible judicial or regulatory actions giving effect to governmental actions or foreign laws affecting creditors' rights, and will be entitled to the benefits of the Indenture pursuant to which such Notes are to be issued; provided that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Notes to the extent determined to constitute unearned interest.

2. Assuming due authorization, execution and delivery of the Indenture by the Company, the Indenture is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and may be subject to possible judicial or regulatory actions giving effect to governmental actions or foreign laws affecting creditors' rights; provided that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Notes to the extent determined to constitute unearned interest.

3. The Company is not, nor after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

4. The execution and delivery by the Company of the Indenture, the Notes and the Underwriting Agreement (collectively, the "Documents") will not contravene (i) the General Corporation Law of the State of Delaware or any provision of the statutory laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, provided that we express no opinion as to federal or state securities laws or (ii) any agreement that is specified in Annex A hereto; provided that we express no opinion in clause (ii) as to compliance with any financial or accounting test, or any limitation or restriction expressed as a dollar (or other currency) amount, ratio or percentage in any of the agreements specified in Annex A.

5. The issuance of the Notes and execution and delivery of the Sixth Supplemental Indenture is authorized under the Base Indenture.

6. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the General Corporation Law of the State of Delaware, the laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, is required for the execution, delivery and performance by the Company of its obligations under the applicable Documents, except such as may be required under federal or state securities or Blue Sky laws as to which we express no opinion.

We have considered the statements included in the Disclosure Package and the Prospectus under the captions "Description of Debt Securities and Guarantees of Debt Securities" and "Description of Notes" insofar as they summarize provisions of the Indenture and the Securities. In our opinion, such statements fairly summarize these provisions in all material respects. The statements included in the Disclosure Package and the Prospectus under the caption "Tax Considerations—U.S. Federal Income Tax Considerations," insofar as they purport to describe provisions of U.S. federal income tax laws or legal conclusions with respect thereto, and subject to the limitations and qualifications set forth therein, accurately summarize the matters referred to therein in all material respects.

Exhibit 4.2

3.100% SENIOR NOTES DUE 2051

SIXTH SUPPLEMENTAL INDENTURE

among

APTIV PLC,
as Issuer

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

and

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Registrar, Paying Agent and Authenticating Agent

Dated as of November 23, 2021

TABLE OF CONTENTS

ARTICLE 9
MISCELLANEOUS

SIXTH SUPPLEMENTAL INDENTURE, dated as of November 23, 2021 (this "**Sixth Supplemental Indenture**"), among Aptiv PLC, a public limited company formed under the laws of Jersey (the "**Issuer**"), Wilmington Trust, National Association, a national banking association, as trustee (together with its successors and assigns in such capacity, the "**Trustee**"), and Deutsche Bank Trust Company Americas, a New York banking corporation, as Registrar, Paying Agent and Authenticating Agent under the Senior Indenture, dated as of March 10, 2015, among the Issuer, the guarantors from time to time party thereto, Deutsche Bank Trust Company Americas, as Registrar, Paying Agent and Authenticating Agent, and the Trustee (the "**Base Indenture**" and, together with this Sixth Supplemental Indenture, the "**Indenture**").

WHEREAS, the Issuer executed and delivered the Base Indenture to the Trustee to provide, among other things, for the future issuance of the Issuer's Notes to be issued from time to time in one or more series as might be determined by the Issuer under the Base Indenture, in an unlimited aggregate principal amount which may be authenticated and delivered as provided in the Indenture;

WHEREAS, Section 2.03 of the Base Indenture provides for various matters with respect to any series of Notes issued under the Base Indenture to be established in an indenture supplemental to the Base Indenture;

WHEREAS, Section 9.01 of the Base Indenture provides for the Issuer and the Trustee to enter into a supplemental indenture to the Base Indenture to establish the form or terms of Notes of any series as permitted by Section 2.03 of the Base Indenture;

WHEREAS, pursuant to the terms of the Base Indenture, the Issuer desires to provide for the establishment of a new series of Notes to be known as its 3.100% Senior Notes due 2051 (the "**2051 Notes**"), the form and substance of such 2051 Notes and the terms, provisions and conditions thereof to be set forth as provided in the Base Indenture and this Sixth Supplemental Indenture; and

WHEREAS, the Issuer has requested that the Trustee execute and deliver this Sixth Supplemental Indenture and all requirements necessary to make (i) this Sixth Supplemental Indenture a valid instrument in accordance with its terms, and (ii) the 2051 Notes, when executed by the Issuer and authenticated and delivered by the Authenticating Agent, the valid obligations of the Issuer, have been performed, and the execution and delivery of this Sixth Supplemental Indenture has been duly authorized in all respects.

NOW THEREFORE, in consideration of the purchase and acceptance of the 2051 Notes by the Holders thereof, and for the purpose of setting forth, as provided in the Base Indenture, the form and substance of the 2051 Notes, and the terms, provisions and conditions thereof, the Issuer covenants and agrees with the Trustee as follows:

ARTICLE 1
DEFINITIONS

Section 1.01. Definition of Terms. Unless the context otherwise requires:

(a) a term defined in the Base Indenture has the same meaning when used in this Sixth Supplemental Indenture unless the definition of such term is otherwise provided pursuant to this Sixth Supplemental Indenture, in which case the definition in this Sixth Supplemental Indenture shall govern solely with respect to the 2051 Notes;

(b) a term defined anywhere in this Sixth Supplemental Indenture has the same meaning throughout;

(c) the singular includes the plural and vice versa;

(d) unless stated otherwise, a reference to a Section or Article is to a Section or Article in this Sixth Supplemental Indenture;

(e) headings are for convenience of reference only and do not affect interpretation; and

(f) the following terms have the meanings given to them in this Section 1.01(f):

"**Additional 2051 Notes**" means additional 2051 Notes constituting part of the same series as the 2051 Notes issued on the Issue Date having identical terms and conditions to the 2051 Notes, except with respect to issue date, issue price and interest prior to the first Interest Payment Date.

"**Attributable Debt**" means, with respect to any Sale and Leaseback Transaction that does not result in a Capitalized Lease Obligation, the present value (computed in accordance with GAAP) of the total obligations of the lessee for rental payments during the remaining term of the lease included in such Sale and Leaseback Transaction (including any period for which such lease has been extended). In the case of any lease which is terminable by the lessee upon payment of a penalty, the Attributable Debt shall be the lesser of:

(1) the Attributable Debt determined assuming termination upon the first date such lease may be terminated (in which case the Attributable Debt shall also include the amount of the penalty, but no rent shall be considered as required to be paid under such lease subsequent to the first date upon which it may be so terminated); and

(2) the Attributable Debt determined assuming no such termination.

"**Board of Directors**" means the board of directors of the Issuer or any committee thereof duly authorized to act on behalf of the board of directors of the Issuer.

"**Business Day**" means each day which is not a Legal Holiday.

"**Capital Stock**" of any Person means any and all shares, interests, rights to purchase, warrants, options, participations or other equivalents of or interests in (however designated) equity of such Person, including any preferred stock, but excluding any debt securities convertible into such equity.

"**Capitalized Lease Obligations**" means an obligation that is required to be classified and accounted for as a capitalized lease for financial reporting purposes in accordance with GAAP, and the amount of Indebtedness represented by such obligation shall be the capitalized amount of such obligation determined in accordance with GAAP.

"**Cash Management Obligations**" means obligations in respect of overdraft and related liabilities arising from treasury, depositary and cash management services or any automated clearing house transfers of funds or participating in commercial (or purchasing) card programs.

"**Code**" means the U.S. Internal Revenue Code of 1986, as amended.

"**Company**" means Aptiv International Holdings (UK) LLP, a limited liability partnership organized under the laws of England and Wales (and its successors).

"**Consolidated Total Assets**" means, at any time, the total consolidated assets of the Company and its Subsidiaries, as shown on the most recent balance sheet of the Company at such time calculated on a pro forma basis to give effect to any acquisition or disposition of any Person or line of business after the date thereof.

"**Credit Agreement**" means, the Amended and Restated Credit Agreement, dated as of August 17, 2016 by and among the Issuer, the Company, Aptiv Holdings US Limited, Aptiv Corporation, the several lenders from time to time party thereto and JPMorgan Chase Bank, N.A., as administrative agent (including, without limitation, any guarantee agreements and security documents), in each case as such agreements may be further amended (including any amendment and restatement thereof), supplemented, extended or otherwise modified from time to time.

"**Credit Facilities**" means (1) the Credit Agreement and (2) one or more debt facilities, indentures or other agreements refinancing, replacing, amending, restating or supplementing (whether or not contemporaneously and whether or not related to the agreements specified above) or otherwise restructuring or increasing the amount of available borrowings or other credit extensions under or making Subsidiaries of the Company a borrower, additional borrower or guarantor under, all or any portion of the Indebtedness under such agreement or any successor, replacement or supplemental agreement and whether including any additional obligors or with the same or any other agent, lender or group of lenders or with other financial institutions or lenders.

"**Domestic Subsidiary**" means any Subsidiary that was formed under the laws of the United States, any state of the United States or the District of Columbia.

"**Equity Interests**" means Capital Stock and all warrants, options or other rights to acquire Capital Stock, but excluding any debt security that is convertible into, or exchangeable for, Capital Stock.

"**GAAP**" means generally accepted accounting principles in the United States of America as in effect as of the Issue Date set forth in:

(1) the opinions and pronouncements of the Accounting Principles Board of the American Institute of Certified Public Accountants,

(2) statements and pronouncements of the Financial Accounting Standards Board,

(3) such other statements by such other entities as approved by a significant segment of the accounting profession, and

(4) the rules and regulations of the SEC governing the inclusion of financial statements (including pro forma financial statements) in periodic reports required to be filed pursuant to Section 13 of the Exchange Act, including opinions and pronouncements in staff accounting bulletins and similar written statements from the accounting staff of the SEC.

Notwithstanding the foregoing, any lease of the Company or its Subsidiaries that would have been classified and accounted for as an operating lease under GAAP prior to the change in GAAP pursuant to the Financial Accounting Standards Board's Accounting Standards Update Topic 842 shall be treated as an operating lease for purposes of the Indenture.

"**Indebtedness**" means the principal of and premium (if any) in respect of indebtedness of such Person for borrowed money.

Notwithstanding the foregoing, (i) in connection with the purchase by the Company or any Subsidiary of any business, the term "Indebtedness" will exclude bona fide post-closing payment adjustments to which the seller may become entitled to the extent such payment is determined by a final closing balance sheet or such payment depends on the performance of such business after the closing; *provided*, *however*, that, at the time of closing, the amount of any such payment is not determinable and, to the extent such payment thereafter becomes fixed and determined, the amount is paid within 30 days thereafter and (ii) Cash Management Obligations and other obligations in respect of card obligations, netting services, overdraft protections, cash management services and similar arrangements shall not constitute Indebtedness.

The amount of Indebtedness of any Person at any date shall be the outstanding balance at such date of all unconditional obligations as described above; *provided*, *however*, that in the case of Indebtedness sold at a discount, the amount of such Indebtedness at any time will be the accreted value thereof at such time.

"**interest**" means, with respect to the 2051 Notes, interest on the 2051 Notes and any Additional Amounts in respect thereof.

"**Investment Grade Rating**" means a rating equal to or higher than Baa3 (or the equivalent) by Moody's or BBB- (or the equivalent) by Standard & Poor's, or if Moody's or Standard & Poor's shall cease to provide a rating of the 2051 Notes, an equivalent rating by any other Ratings Agency.

"**Issue Date**" means November 23, 2021.

"**Lien**" means any mortgage, pledge, security interest, encumbrance, lien or charge in the nature of an encumbrance of any kind (including any conditional sale or other title retention agreement or lease in the nature thereof); *provided* that any obligation in respect of an operating lease shall not be deemed a lien.

"**Moody's**" means Moody's Investors Service, Inc. and any successor to its rating business.

"**principal**", with respect to the 2051 Notes, means the principal of the 2051 Notes plus the premium, if any, payable on the 2051 Notes which is due or overdue or is to become due at the relevant time and any Additional Amounts in respect thereof.

"**Principal Property**" means any manufacturing or production plant located in the United States of America (including fixtures but excluding leases and other contract rights which might otherwise be deemed real property) owned by the Company or any Restricted Subsidiary, whether owned on the date hereof or thereafter, *provided* each such plant has a net book value at the date as of which the determination is being made of in excess of 1% of the Consolidated Total Assets of the Company and its Subsidiaries, other than any such plant which, in the opinion of the Board of Directors (evidenced by a certified board resolution thereof delivered to the Trustee), is not of material importance to the business conducted by the Company and its Subsidiaries taken as a whole.

"**Ratings Agency**" means (a) Standard & Poor's and Moody's or (b) if Standard & Poor's or Moody's or either or both of them shall not make a rating on the 2051 Notes publicly available, a nationally recognized statistical rating agency or agencies, as the case may be, selected by the Company (as certified by a resolution of the Board of Directors) which shall be substituted for Standard & Poor's or Moody's or either or both of them, as the case may be.

"**Refinance**" means, in respect of any Indebtedness, to refinance, extend, renew, refund, repay, prepay, redeem, defease or retire, or to issue other Indebtedness in exchange or replacement for, such Indebtedness, including, in any such case from time to time, after the discharge of the Indebtedness being Refinanced. "**Refinanced**" and "**Refinancing**" shall have correlative meanings.

"**Refinancing Indebtedness**" means Indebtedness that is incurred to Refinance (including pursuant to any defeasance or discharge mechanism) any Indebtedness of the Company or any Subsidiary existing on the Issue Date or incurred in compliance with the Indenture (including Indebtedness that Refinances Refinancing Indebtedness); *provided*, *however*, that such Refinancing Indebtedness is incurred in an aggregate principal amount (or if incurred with original issue discount, an aggregate issue price) that is equal to or less than the aggregate principal amount of the Indebtedness being refinanced (or if issued with original issue discount, the aggregate accreted value) then outstanding (or that would be outstanding if the entire committed amount of any credit facility being Refinanced were fully drawn) (plus fees and expenses, including any premium and defeasance costs and accrued interest).

"**Restricted Subsidiary**" means any Domestic Subsidiary of the Company that directly owns any Principal Property.

"**Sale and Leaseback Transaction**" means an arrangement relating to property, plant or equipment now owned or hereafter acquired by the Company or a Restricted Subsidiary whereby the Company or a Restricted Subsidiary transfers such property to a Person and the Company or such Restricted Subsidiary leases it from such Person, other than (i) leases between the Company and a Subsidiary or between Subsidiaries or (ii) any such transaction entered into with respect to any property, plant or equipment or any improvements thereto at the time of, or within 180 days after, the acquisition or completion of construction of such property, plant or equipment or such improvements (or, if later, the commencement of commercial operation of any such property, plant or equipment), as the case may be, to finance the cost of such property, plant or equipment or such improvements, as the case may be.

"**Significant Subsidiary**" means any Restricted Subsidiary that would be a "Significant Subsidiary" of the Company within the meaning of Rule 1-02(w) (1) or (2) under Regulation S-X promulgated by the SEC as in effect on the Issue Date.

"**Standard & Poor's**" means Standard & Poor's Ratings Services, a division of S&P Global Inc., and any successor to its rating business.

"**Subsidiary**" of any Person means any corporation, association, partnership or other business entity of which more than 50% of the total voting power of shares of Capital Stock or other interests (including partnership interests) entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by:

(1) such Person,

(2) such Person and one or more Subsidiaries of such Person or

(3) one or more Subsidiaries of such Person.

Unless otherwise specified herein or context otherwise requires, all references to any Subsidiary shall be to a Subsidiary of the Company.

"**Voting Stock**" of a Person means all classes of Capital Stock or other interests (including partnership interests) of such Person then outstanding and normally entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof.

Section 1.02. Other Definitions.

Term	**Defined in Section**
Additional Amounts	5.03
Base Indenture	Preamble
Calculation Date	3.01
Change in Tax Law	3.02
Change of Control	5.04
Change of Control Offer	5.04
Change of Control Triggering Event	5.04
Comparable Treasury Issue	3.01
Comparable Treasury Price	3.01
DTC	2.01
Event of Default	7.01
Global Note	2.01
Indenture	Preamble
Independent Investment Banker	3.01
Initial Lien	5.01
Interest Payment Date	2.01
Issuer	Preamble
Permitted Liens	5.01
Primary Treasury Dealer	3.01
Reference Treasury Dealer	3.01
Reference Treasury Dealer Quotations	3.01
Relevant Jurisdiction	5.03
Remaining Life	3.01(d)
Sixth Supplemental Indenture	Preamble
Tax Redemption Date	3.02
Taxes	5.03
Treasury Rate	3.01
Trigger Period	5.04
Trustee	Preamble
2051 Notes	Preamble

ARTICLE 2
TERMS AND CONDITIONS OF THE NOTES

Section 2.01. Terms of the Notes. The following terms relating to the 2051 Notes are hereby established:

(a) *Designation, Maturity and Principal Amount*. There is hereby authorized a series of Notes designated the "3.100% Senior Notes due 2051" initially offered in the aggregate principal amount of $1,500,000,000, which amount shall be as set forth in an Authentication Order for the authentication and delivery of such 2051 Notes pursuant to Section 2.02 of the Base Indenture.

(b) *Form of the Notes*. The 2051 Notes are to be substantially in the form of Exhibit A hereto. The 2051 Notes shall be numbered, lettered, or otherwise distinguished in such manner or in accordance with such plans as the Officer of the Issuer executing the same may determine with the approval of the Trustee.

(c) *[Reserved]*.

(d) *Additional Notes*. The Issuer may, without notice to or the consent of the Holders of the 2051 Notes, issue Additional 2051 Notes having identical terms and conditions as the 2051 Notes, except for the issue date, issue price and first Interest Payment Date, in an unlimited aggregate principal amount. Any such Additional 2051 Notes will be part of the same series as the 2051 Notes, and will be treated as one class with such series of 2051 Notes, including, without limitation, for purposes of voting and redemptions; *provided*, *however*, that if such Additional 2051 Notes are not fungible with the other 2051 Notes for U.S. federal income tax purposes, such Additional 2051 Notes shall not have the same "ISIN" or "CUSIP" number or other applicable identification number as the other 2051 Notes.

(e) *Principal Payment.* (i) The 2051 Notes will mature on December 1, 2051.

(f) *Interest Rate; Interest Payment Date; Computation of Interest*.

(i) The 2051 Notes will bear interest at the rate of 3.100% per annum from the most recent Interest Payment Date (as defined below) to which interest has been paid or duly provided for or, if no interest has been paid, from the Issue Date (or, in the case of Additional 2051 Notes, from date of issuance thereof) until the principal thereof becomes due and payable. The amount of interest payable for any period will be computed on the basis of a 360-day year comprised of twelve 30-day months.

(ii) Interest on the 2051 Notes is payable semi-annually in arrears on June 1 and December 1 of each year (each, an "**Interest Payment Date**"), commencing on June 1, 2022 (or such later first Interest Payment Date, in the case of Additional 2051 Notes), to the Person in whose name such 2051 Note is registered, at the close of business on the Regular Record Date for such interest installment, which shall be the close of business on May 15 or November 15 (whether or not a Business Day), as the case may be, immediately preceding such Interest Payment Date, and at the foregoing respective rates on overdue principal. In the event that any Interest Payment Date is not a Business Day, then payment of the interest payable on such Interest Payment Date will be made on the next succeeding day which is a Business Day (and without any interest or other payment in respect of any such delay) with the same force and effect as if made on the Interest Payment Date such payment was originally payable.

(g) *Place of Payment of Principal and Interest*. Section 4.02 of the Base Indenture shall apply to the 2051 Notes.

(h) *Optional Redemption*. The 2051 Notes shall be redeemable as specified in Article 3 of this Sixth Supplemental Indenture and Article 3 of the Base Indenture.

(i) *Mandatory Redemption*. Except as set forth in Section 5.04 hereof, the Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the 2051 Notes.

(j) *Denominations*. The 2051 Notes shall be issuable only in registered form, without coupons, in minimum denominations of $2,000 and integral multiples of $1,000 in excess of thereof.

(k) *Acceleration*. 100% of the principal amount of the 2051 Notes shall be payable upon declaration of acceleration of the Stated Maturity thereof.

(l) *Currency of the Notes*. The 2051 Notes shall be denominated, and payment of principal and interest of the 2051 Notes shall be payable in the currency of the United States of America.

(m) *Currency of Payment*. The principal of and interest on the 2051 Notes shall be payable in U.S. dollars.

(n) *Exchange or Conversion*. The 2051 Notes shall not be exchangeable for or convertible into the ordinary shares of the Issuer or any other security.

(o) *Additional Amounts.* The Issuer will pay any additional amounts on the 2051 Notes as set forth in Section 5.03.

(p) *Global Form; Definitive Form*. The 2051 Notes shall each be issued initially in the form of one or more permanent Global Notes in registered form, without coupons, substantially in the form herein below recited (each, a "**Global Note**" and collectively, the "**Global Notes**"), deposited with the Registrar, as custodian for the Depositary, duly executed by the Issuer and authenticated by the Authenticating Agent as herein provided. The 2051 Notes may each be issued in definitive form pursuant to the terms of the Base Indenture. The aggregate principal amount of each Global Note may from time to time be increased or decreased by adjustments made on the records of the Registrar as provided in Section 2.01(b) of the Base Indenture.

(q) *Trustee; Registrar*; *Paying Agent*; *Authenticating Agent*. Wilmington Trust, National Association shall initially act as Trustee. Deutsche Bank Trust Company Americas, a New York banking corporation, shall initially act as Registrar, Paying Agent and Authenticating Agent for the 2051 Notes.

(r) *Defeasance*. Article 8 of the Base Indenture shall apply to the 2051 Notes.

(s) *Depositary*. The Depositary for any 2051 Notes issued as Global Notes shall initially be The Depository Trust Company in The City of New York ("**DTC**") (or any successor to DTC).

(t) *Events of Default; Covenants*. The Events of Default in Section 6.01 of the Base Indenture and the additional Events of Default set forth in Section 7.01 of this Sixth Supplemental Indenture and the covenants set forth in Article 4 of the Base Indenture and Article 5 of this Sixth Supplemental Indenture shall apply to the 2051 Notes.

(u) *Additional Terms*. Other terms applicable to the 2051 Notes are as otherwise provided for below.

Section 2.02. Execution and Authentication(d). The 2051 Notes having an aggregate principal amount of $1,500,000,000 may, upon execution of this Sixth Supplemental Indenture, be executed by the Issuer and delivered to the Authenticating Agent for authentication, and the Authenticating Agent shall thereupon authenticate and deliver said 2051 Notes, upon receipt of an Authentication Order, signed by an Officer of the Issuer, without any further action by the Issuer, except as otherwise required by the Base Indenture.

ARTICLE 3
REDEMPTION OF THE NOTES

Section 3.01. Optional Redemption.

(a) At any time prior to June 1, 2051, the Issuer may at its option redeem the 2051 Notes, in whole or in part, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the 2051 Notes to be redeemed; and

(ii) the sum of the present value of (i) the redemption price (100% of the principal amount of the 2051 Notes to be redeemed) on June 1, 2051 and (ii) all required remaining scheduled interest payments due on the 2051 Notes to be redeemed through June 1, 2051 (not including any portion of such payments of interest accrued and unpaid to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points,

plus accrued and unpaid interest on the principal amount of the 2051 Notes to be redeemed to, but not including, the Redemption Date. The Treasury Rate will be calculated on the third Business Day next preceding the Redemption Date (the "**Calculation Date**").

(b) If the 2051 Notes are redeemed at any time on or after June 1, 2051, the 2051 Notes may be redeemed at a redemption price equal to 100% of the principal amount of the 2051 Notes to be redeemed plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

(c) Notice of any such redemption must be mailed by first-class mail to each Holder's registered address, or delivered electronically if held by any depositary in accordance with such depositary's customary procedures, not less than 10 nor more than 60 days prior to the Redemption Date.

(d) The following terms have the meanings given to them in this Section 3.01(d):

"**Comparable Treasury Issue**" means the United States Treasury security selected by an Independent Investment Banker as having a maturity comparable to the remaining term of the 2051 Notes to be redeemed from the redemption date to June 1, 2051 ("**Remaining Life**") that would be utilized, at the time of selection and in accordance with customary financial practice, in pricing new issues of corporate debt securities of comparable maturity to the Remaining Life of such 2051 Notes.

"**Comparable Treasury Price**" means, with respect to any redemption date, (1) the average of four Reference Treasury Dealer Quotations for such redemption date, after excluding the highest and lowest Reference Treasury Dealer Quotations, or (2) if the Independent Investment Banker obtains fewer than four such Reference Treasury Dealer Quotations, the average of all such quotations.

"**Independent Investment Banker**" means one of the Reference Treasury Dealers as specified by the Issuer, or, if those firms are unwilling or unable to select the Comparable Treasury Issue, an independent investment banking institution of national standing appointed by the Issuer.

"**Reference Treasury Dealer**" means each of (1) J.P. Morgan Securities LLC, Citigroup Global Markets Inc., Goldman Sachs & Co. LLC or their respective successors, *provided*, *however*, that if any of the foregoing ceases to be a primary U.S. government securities dealer in the United States (a "**Primary Treasury Dealer**"), the Issuer will substitute therefor another Primary Treasury Dealer and (2) any two other Primary Treasury Dealers selected by the Issuer after consultation with an Independent Investment Banker.

"**Reference Treasury Dealer Quotations**" means, with respect to each Reference Treasury Dealer and any redemption date, the average, as determined by the Independent Investment Banker, of the bid and asked prices for the Comparable Treasury Issue (expressed in each case as a percentage of its principal amount) quoted in writing to the Independent Investment Banker at 5:00 p.m., New York City time, on the Calculation Date.

"**Treasury Rate**" means, with respect to any Redemption Date, (1) the weekly average of the yields in each statistical release for the immediately preceding week designated "H.15" or any successor publication which is published weekly by the Board of Governors of the Federal Reserve System and which establishes yields on actively traded United States Treasury securities adjusted to constant maturity under the caption "Treasury Constant Maturities," for the maturity corresponding to the Comparable Treasury Issue (if no maturity is within three months before or after the Remaining Life (as defined below), yields for the two published maturities most closely corresponding to the Comparable Treasury Issue will be determined and the Treasury Rate will be interpolated or extrapolated from such yields on a straight line basis, rounding to the nearest month); or (2) if such release (or any successor release) is not published during the week preceding the Calculation Date or does not contain such yields, the rate per year equal to the semi-annual equivalent yield to maturity of the Comparable Treasury Issue, calculated using a price for the Comparable Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Treasury Price for such redemption date.

(e) If the Issuer partially redeems the 2051 Notes, such 2051 Notes to be redeemed shall be selected in accordance with the applicable procedures of the Depositary, although no 2051 Notes less than $2,000 in original principal amount will be redeemed in part.

(f) Any redemption of 2051 Notes pursuant to this Section 3.01 shall be conducted in accordance with the applicable procedures set forth in Article 3 of the Base Indenture to the extent not otherwise set forth herein.

Section 3.02. Tax Redemption.

(a) The Issuer may redeem the 2051 Notes as a whole but not in part, at its option at any time prior to maturity, upon the giving of a written notice of redemption to the Holders, with a copy to the Trustee, if it determines that, as a result of:

(i) any change in or amendment to the laws, or any regulations or rulings promulgated under the laws, of a Relevant Jurisdiction (as defined in Section 5.03) affecting taxation, or

(ii) any change in or amendment to an official position regarding the application or interpretation of the laws, regulations or rulings referred to above,

(b) which change or amendment is announced and becomes effective after the Issue Date (or, if the Relevant Jurisdiction becomes a Relevant Jurisdiction on a date after the Issue Date, after such later date) (each of the foregoing, a "**Change in Tax Law**"), the Issuer is or will become obligated to pay Additional Amounts with respect to the 2051 Notes on the next succeeding interest payment date, pursuant to Section 5.03 and the payment of such Additional Amounts cannot be avoided by the use of reasonable measures available to the Issuer. The redemption price will be equal to 100% of the principal amount of the 2051 Notes plus accrued and unpaid interest to but excluding the date fixed for redemption (a "**Tax Redemption Date**"), and all Additional Amounts (if any) then due or which will become due on the Tax Redemption Date as a result of the redemption or otherwise (subject to the right of Holders of the 2051 Notes on any record date occurring prior to the Tax Redemption Date to receive interest due on the relevant interest payment date and Additional Amounts (if any) in respect thereof). The date and the applicable redemption price will be specified in the notice of tax redemption. Notice of such redemption will be irrevocable, and must be mailed by first-class mail to each Holder's registered address, or delivered electronically if held by any depositary in accordance with such depositary's customary procedures, not less than 15 nor more than 60 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of the 2051 Notes were actually due on such date. No such notice of redemption will be given unless, at the time such notification of redemption is given, such obligation to pay such Additional Amounts remains in effect.

(c) Prior to giving the notice of tax redemption, the Issuer will deliver to the Trustee:

(i) a certificate signed by a duly authorized Officer stating that the Issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem have occurred; and

(ii) an opinion of independent tax counsel of recognized standing qualified under the laws of the Relevant Jurisdiction, selected by the Issuer, to the effect that the Issuer is or would be obligated to pay Additional Amounts as a result of a Change in Tax Law.

(d) The foregoing provisions shall apply *mutatis mutandis* to any successor to the Issuer.

ARTICLE 4
[RESERVED]

ARTICLE 5
COVENANTS

The following covenants will apply to the 2051 Notes in addition to the covenants in Article 4 of the Base Indenture:

Section 5.01. Limitation on Liens.

(a) The Company will not, and will not permit any Restricted Subsidiary to, directly or indirectly, incur or permit to exist any Lien (the "**Initial Lien**") of any nature whatsoever on any Principal Property or Capital Stock of a Restricted Subsidiary, whether owned at the Issue Date or thereafter acquired, which Initial Lien secures any Indebtedness, without effectively providing that the 2051 Notes shall be secured equally and ratably with (or prior to) the obligations so secured for so long as such obligations are so secured other than the following ("**Permitted Liens**"):

(1) Liens securing Indebtedness under Credit Facilities in an aggregate principal amount not to exceed $2,075 million;

(2) pledges or deposits by such Person under workers' compensation laws, unemployment insurance laws or similar legislation, or good faith deposits in connection with bids, tenders, contracts (other than for the payment of Indebtedness) or leases, subleases, licenses or sublicenses to which such Person is a party, or deposits to secure public or statutory obligations of such Person or deposits of cash or United States government bonds to secure surety, stay, customs, replevin or appeal bonds to which such Person is a party, or deposits as security or for the payment of rent, in each case incurred in the ordinary course of business;

(3) Liens imposed by law, such as carriers', warehousemen's and mechanics', materialman's, repairman's, landlord's, workman's, supplier's and other like Liens, in each case for sums not yet due or being contested in good faith by appropriate proceedings or other Liens arising out of judgments or awards against such Person with respect to which such Person shall then be proceeding with an appeal or other proceedings for review;

(4) Liens for taxes, assessments or other governmental charges not yet due or payable or subject to penalties for non-payment or which are being contested in good faith by appropriate proceedings;

(5) Liens in favor of issuers of surety or performance bonds or letters of credit, bank guarantees, bankers' acceptances or similar credit transactions issued pursuant to the request of and for the account of such Person in the ordinary course of its business;

(6) survey exceptions, encumbrances, easements or reservations of, or rights of others for, licenses, rights-of-way, sewers, electric lines, telegraph and telephone lines and other similar purposes, or zoning or other restrictions as to the use of real property or Liens incidental to the conduct of the business of such Person or to the ownership of its properties which do not in the aggregate materially adversely affect the value of said properties or materially impair their use in the operation of the business of such Person;

(7) Liens securing Indebtedness incurred to finance the construction, purchase or lease of, or repairs, improvements or additions to, property of such Person; *provided*, *however*, that the Lien may not extend to any other property (other than accessions thereto, proceeds and products thereof and property related to the property being financed or through cross-collateralization of individual financings of equipment provided by the same lender) owned by such Person or any of its Subsidiaries at the time the Lien is incurred, and the Indebtedness (other than any interest thereon) secured by the Lien may not be incurred more than 270 days after the later of the acquisition, completion of construction, repair, improvement, addition or commencement of full operation of the property subject to the Lien;

(8) Liens existing on the Issue Date and extensions, renewals, refinancings and replacements of any such Liens (including any future Liens securing Indebtedness that the Company designates as a "replacement" of such Liens for purposes of this clause, even if such new Indebtedness is not issued concurrently with the repayment of the indebtedness so secured, the proceeds thereof are not used to repay such Indebtedness secured by such Liens or such Indebtedness is incurred for different purposes and by a different borrower) so long as the principal amount of Indebtedness (including for this purpose, revolving commitments under the Credit Agreement as in effect on the Issue Date immediately before the issuance of the 2051 Notes, which shall be deemed to be outstanding for these purposes even if undrawn) or other obligations secured thereby is not increased (other than to cover premiums, fees, accrued interest and any expenses of such extension, renewal, refinancing or replacement) and so long as such Liens are not extended to any other property of the Company or any of its Subsidiaries (other than pursuant to blanket lien or after acquired property clauses existing in the applicable agreements (including any obligation to have new guarantors provide Liens on the same assets owned by it));

(9) Liens on property or shares of stock of another Person at the time such other Person becomes a Subsidiary of such Person; *provided*, *however*, that such Liens are not created, incurred or assumed in connection with, or in contemplation of, such other Person becoming such a Subsidiary; *provided further*, *however*, that such Liens do not extend to any other property owned by such Person or any of its Subsidiaries, except proceeds and products thereof and improvements thereon or pursuant to after acquired property clauses existing in the applicable agreements at the time such Person becomes a Subsidiary which do not extend to property transferred to such Person by the Company or a Restricted Subsidiary;

(10) Liens on property at the time such Person or any of its Subsidiaries acquires the property, including any acquisition by means of a merger or consolidation with or into such Person or any Subsidiary of such Person; *provided*, *however*, that such Liens are not created, incurred or assumed in connection with, or in contemplation of, such acquisition; *provided further, however*, that the Liens do not extend to any other property owned by such Person or any of its Subsidiaries other than proceeds or products thereof and accessions thereto;

(11) Liens securing Indebtedness or other obligations of the Company or a Subsidiary owing to the Company or a Subsidiary of the Company;

(12) Liens to secure any Refinancing (or successive Refinancings) as a whole, or in part, of any Indebtedness secured by any Lien referred to in the foregoing clauses (7), (9) and (10); *provided*, *however*, that:

(A) such new Lien shall be limited to all or part of the same property that secured the original Lien (plus improvements, accessions, proceeds, dividends or distributions in respect thereof) and

(B) the Indebtedness secured by such Lien at such time is not increased to any amount greater than the sum of:

(i) the outstanding principal amount or, if greater, committed amount of the indebtedness secured by Liens described under clauses (7), (9) or (10) at the time the original Lien became a Permitted Lien under the Indenture; and

(ii) an amount necessary to pay any fees and expenses, including premiums, related to such Refinancings;

(13) judgment Liens not giving rise to an Event of Default;

(14) Liens securing Indebtedness consisting of (A) the financing of insurance premiums with the providers of such insurance or their affiliates and (B) take-or-pay obligations contained in supply arrangements in the ordinary course of business; and

(15) other Liens to secure Indebtedness as long as the amount of outstanding Indebtedness secured by Liens incurred pursuant to this clause (15), when aggregated with the amount of Attributable Debt outstanding and incurred in reliance on Section 5.02(e), does not exceed 15.0% of Consolidated Total Assets at the time any such Lien is granted; *provided*, *however*, notwithstanding whether this clause (15) would otherwise be available to secure Indebtedness, Liens securing Indebtedness originally secured pursuant to this clause (15) may secure Refinancing Indebtedness in respect of such Indebtedness and such Refinancing Indebtedness shall be deemed to have been secured pursuant to this clause (15).

(b) Any Lien created for the benefit of the Holders of the 2051 Notes pursuant to Section 5.01(a) shall provide by its terms that such Lien shall be automatically and unconditionally released and discharged upon the release and discharge of the Initial Lien.

(c) For purposes of determining compliance with this Section 5.01, (A) a Lien securing an item of Indebtedness need not be permitted solely by reference to one category of permitted Liens described in the definition of "Permitted Liens" but may be permitted in part under any combination thereof and (B) in the event that a Lien securing an item of Indebtedness (or any portion thereof) meets the criteria of one or more of the categories of permitted Liens described in the definition of "Permitted Liens," the Company shall, in its sole discretion, classify or reclassify, or later divide, classify or reclassify, such Lien securing such item of Indebtedness (or any portion thereof) in any manner that complies with this covenant and will only be required to include the amount and type of such Lien or such item of Indebtedness secured by such Lien in one of the clauses of the definition of "Permitted Liens" and such Lien securing such item of Indebtedness will be treated as being incurred or existing pursuant to only one of such clauses.

Section 5.02. Limitation on Sale/Leaseback Transactions. The Company will not, and will not permit any Restricted Subsidiary to, enter into any Sale and Leaseback Transaction with respect to any Principal Property unless:

(a) the Sale and Leaseback Transaction is solely with the Company or a Subsidiary of the Company;

(b) the lease is for a period not in excess of 24 months, including renewals;

(c) the Company or such Restricted Subsidiary would (at the time of entering into such arrangement) be entitled as described in clauses (1) through (14) of the definition of "Permitted Liens," without equally and ratably securing the 2051 Notes then outstanding under the Indenture, to create, incur, issue, assume or guarantee Indebtedness secured by a Lien on such property in the amount of the Attributable Debt arising from such Sale and Leaseback Transaction;

(d) the Company or such Restricted Subsidiary within 360 days after the sale of such Principal Property in connection with such Sale and Leaseback Transaction is completed, applies an amount equal to the net proceeds of the sale of such Principal Property to (i) the permanent retirement of 2051 Notes, other Indebtedness of the Issuer ranking on a parity with the 2051 Notes or Indebtedness of the Company or a Subsidiary of the Company or (ii) the purchase of property; or

(e) the Attributable Debt of the Company and its Restricted Subsidiaries in respect of such Sale and Leaseback Transaction and all other Sale and Leaseback Transactions entered into after the Issue Date with respect to Principal Property (other than any such Sale and Leaseback Transaction as would be permitted as described in clauses (a) through (d) above), plus the aggregate principal amount of Indebtedness secured by Liens on Principal Properties then outstanding (not including any such Indebtedness secured by Liens described in clauses (1) through (14) of the definition of "Permitted Liens") which do not equally and ratably secure such outstanding 2051 Notes (or secure such outstanding 2051 Notes on a basis that is prior to other Indebtedness secured thereby), would not exceed 15% of Consolidated Total Assets.

Section 5.03. Payments of Additional Amounts.

(a) Payments made by the Issuer or a Paying Agent, as applicable, on the 2051 Notes will be made free and clear of, and without withholding or deduction for or on account of, any present or future income, stamp or other tax, duty, levy, impost, assessment or other governmental charge of any nature whatsoever ("**Taxes**"), unless the Issuer or a Paying Agent is required to withhold or deduct Taxes by law.

(b) If any withholding or deduction for or on account of Taxes imposed or levied by or on behalf of the United States, Jersey, Ireland, any other jurisdiction in which the Issuer is incorporated, organized, engaged in business or otherwise resident for tax purposes, or any other jurisdiction from or through which such payment is made, or in each case any political subdivision or taxing authority or agency thereof or therein (each, a "**Relevant Jurisdiction**") is at any time required by law to be made from any payment made with respect to the 2051 Notes, the Issuer will pay such additional amounts ("**Additional Amounts**") on the 2051 Notes as may be necessary so that the net amount received by each Holder of the 2051 Notes (including Additional Amounts) after such withholding or deduction will not be less than the amount the Holder would have received if such Taxes had not been withheld or deducted; *provided* that no Additional Amounts will be payable with respect to Taxes:

(i) that would not have been imposed but for the Holder or the beneficial owner of such Note (or a fiduciary, settlor, beneficiary, member or shareholder of, or possessor of a power over, such Holder or beneficial owner, if such Holder or beneficial owner is an estate, trust, partnership or corporation) being considered as having a present or former connection with a Relevant Jurisdiction (other than a connection arising solely as a result of the acquisition, ownership or disposition of the 2051 Notes, the receipt of any payment under or with respect to the 2051 Notes, or the exercise or enforcement of any rights under or with respect to the 2051 Notes or the Indenture), including, without limitation, such Holder or beneficial owner (or such fiduciary, settlor, beneficiary, member, shareholder or possessor) being or having been a citizen or resident thereof or treated as a resident thereof or domiciled therein or a national thereof or being or having been engaged in a trade or business therein or having or having had a permanent establishment therein;

(ii) 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 Relevant Jurisdiction of the Holder or beneficial owner, if compliance is required by statute, by regulation of the Relevant Jurisdiction or by an applicable income tax treaty to which the Relevant Jurisdiction is a party as a precondition to exemption from such Tax;

(iii) payable other than by withholding from payments of principal of or interest on the 2051 Notes;

(iv) 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;

(v) that are estate, inheritance, gift, sales, excise, transfer, wealth, capital gains or personal property or similar Taxes;

(vi) required to be withheld by any Paying Agent from any payment of principal of or interest on any 2051 Note, if such payment can be made without such withholding by at least one other Paying Agent;

(vii) that would not have been imposed but for the presentation by the Holder of any 2051 Note, where presentation is required, for payment on a date more than 30 days after the date on which such payment became due and payable or the date on which payment thereof was duly provided for, whichever occurred later (except to the extent that the Holder would have been entitled to Additional Amounts had the 2051 Note been presented on the last day of such 30-day period);

(viii) that are imposed under Sections 1471 through 1474 of the Code as of the Issue Date (or any amended or successor provision that is substantively comparable), any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code as of the Issue Date (or any amended or successor provision that is substantively comparable) or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such sections of the Code; or

(ix) in the case of any combination of clauses (i), (ii), (iii), (iv), (v), (vi), (vii) and (viii);

nor shall Additional Amounts be paid with respect to any payment of the principal of or interest, if any, on any 2051 Note to any such Holder who is a fiduciary or a partnership that is not the sole beneficial owner of such payment to the extent a beneficiary or settlor with respect to such fiduciary or a member of such partnership or the beneficial owner would not have been entitled to such Additional Amounts had it been the holder of the 2051 Note.

(c) The Issuer or the Paying Agent, as applicable, will (i) make any required withholding or deduction, and (ii) remit the full amount deducted or withheld by it to the Relevant Jurisdiction in accordance with applicable law.

(d) All references in this Indenture, other than in Section 2.01(r) of this Sixth Supplemental Indenture and Sections 8.02, 8.03 and 8.06 of the Base Indenture, to the payment of the principal or interest, if any, on or the net proceeds received on the sale or exchange of, any 2051 Notes shall be deemed to include Additional Amounts to the extent that, in that context, Additional Amounts are, were or would be payable.

(e) In addition, the Issuer shall pay any present or future stamp, issue, registration, court, documentary, excise, property, or similar Taxes (i) imposed by any Relevant Jurisdiction in respect of the execution, issuance, delivery, or registration of the 2051 Notes, the Indenture, or any other document or instrument referred to therein, or the receipt of any payments with respect to the 2051 Notes, or (ii) imposed by any jurisdiction in respect of the enforcement of the 2051 Notes, the Indenture, or any other document or instrument referred to therein.

(f) The Issuer's obligations to pay Additional Amounts if and when due will survive the termination of the Indenture and the payment of all other amounts in respect of the 2051 Notes and shall apply mutatis mutandis to any successor of the Issuer, and to any jurisdiction in which such successor is incorporated, organized, engaged in business or otherwise resident for tax purposes, and any political subdivision or governmental authority thereof or therein.

Section 5.04. Change of Control Triggering Event. Upon the occurrence of a Change of Control Triggering Event, each Holder of 2051 Notes will have the right to require the Issuer to purchase all or any part of such Holder's 2051 Notes at a purchase price in cash equal to 101% of the principal amount thereof plus accrued and unpaid interest to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest due on the relevant interest payment date).

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

(1) any transaction occurs (including a merger or consolidation of the Issuer) following which any "person" (as such term is used in Sections 13(d) and 14(d) of the Exchange Act) is the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of the total voting power of the Voting Stock of the Issuer; or

(2) sale, lease or transfer (for the avoidance of doubt, other than a transfer to the Issuer or one of its Subsidiaries), in one or a series of related transactions, of all or substantially all the assets of the Issuer and its Subsidiaries, taken as a whole, to a Person in which any person (as defined above) holds or acquires beneficial ownership (within the meaning of Rule 13d-3 under the Exchange Act) of 50% or more of the total voting power of the Voting Stock of such transferee Person.

"**Change of Control Triggering Event**" means, with respect to the 2051 Notes, the occurrence of both a (1) Change of Control and (2) (i) the ratings of the 2051 Notes are downgraded by each of the Ratings Agencies during the 60-day period (the "**Trigger Period**") commencing on the earlier of (x) the occurrence of such Change of Control or (y) the first public announcement of the occurrence of such Change of Control or the Issuer's intention to effect such Change of Control (which Trigger Period will be extended so long as the ratings of the 2051 Notes are under publicly announced consideration for possible downgrade by any of the Ratings Agencies) and (ii) the 2051 Notes are rated below an Investment Grade Rating by each of the Ratings Agencies on any date during the Trigger Period; *provided* that (x) a Change of Control Triggering Event will not be deemed to have occurred in respect of a particular Change of Control if each Ratings Agency does not publicly announce or confirm or inform the Trustee in writing at the Issuer's request that the reduction was the result of the Change of Control (whether or not the applicable Change of Control has occurred at the time of the Change of Control

Triggering Event) and (y) the Trigger Period will terminate with respect to each Ratings Agency when such Ratings Agency takes action (including affirming its existing ratings) with respect to such Change of Control. Notwithstanding the foregoing, no Change of Control Triggering Event will be deemed to have occurred in connection with any particular Change of Control unless and until such Change of Control has actually been consummated.

Notwithstanding the foregoing, a transaction will not be deemed to involve a Change of Control if (1) the Issuer becomes a direct or indirect Subsidiary of a holding company and (2) no person (as defined above) (other than a holding company) owns, directly or indirectly, a majority of the voting power of the Equity Interests of such holding company.

Within 30 days following any Change of Control Triggering Event, the Issuer shall (unless prior to such date such Change of Control Triggering Event ceases to exist) deliver by mail or electronic means a notice to each Holder with a copy to the Trustee (the "**Change of Control Offer**"), stating:

(1) that a Change of Control Triggering Event has occurred and that such Holder has the right to require the Issuer to purchase all or a portion of such Holder's 2051 Notes at a purchase price in cash equal to 101% of the principal amount thereof, plus accrued and unpaid interest to the date of purchase (subject to the right of Holders of record on the relevant record date to receive interest on the relevant interest payment date);

(2) the circumstances and relevant facts and financial information regarding such Change of Control Triggering Event;

(3) the purchase date (which shall be no earlier than 30 days nor later than 60 days from the date such notice is delivered); and

(4) the instructions determined by the Issuer, consistent with this covenant, that a Holder must follow in order to have its 2051 Notes purchased.

The Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if a third party makes the Change of Control Offer in the manner, at the times and otherwise in compliance with the requirements set forth in this Section 5.04 and purchases all 2051 Notes validly tendered and not withdrawn under such Change of Control Offer. In addition, the Issuer will not be required to make a Change of Control Offer upon a Change of Control Triggering Event if the 2051 Notes have been or are called for redemption by the Issuer prior to it being required to deliver notice of the Change of Control Offer, and thereafter redeems all 2051 Notes called for redemption in accordance with the terms set forth in such redemption notice. Notwithstanding anything to the contrary contained herein, a revocable Change of Control Offer may be made in advance of a Change of Control Triggering Event, conditioned upon the consummation of the relevant Change of Control, if a definitive agreement is in place for such Change of Control at the time the Change of Control Offer is made.

The Issuer will comply, to the extent applicable, with the requirements of Section 14(e) of the Exchange Act and any other securities laws or regulations in connection with the purchase of 2051 Notes pursuant to this Section 5.04. To the extent that the provisions of any securities laws or regulations conflict with provisions of this Section 5.04, the Issuer will comply with the applicable securities laws and regulations and will not be deemed to have breached its obligations under this Section 5.04 by virtue thereof.

Notwithstanding any provisions in the Base Indenture to the contrary, but subject to Section 6.07 of the Base Indenture, the Issuer's obligations to make a Change of Control Offer as a result of a Change of Control Triggering Event with respect to the 2051 Notes may be waived or modified with the written consent of the Holders of a majority in principal amount of the then outstanding 2051 Notes.

ARTICLE 6
CONSOLIDATION, MERGER AND SALE OF ASSETS

Section 6.01. Consolidation, Merger and Sale of Assets. The Issuer will not, directly or indirectly, consolidate with or merge with or into, or convey, transfer or lease all or substantially all of its assets in one or a series of related transactions to, any Person unless:

(a) the resulting, surviving or transferee Person (the "**Successor Company**") will be a corporation, limited liability partnership, limited liability company, limited company, or other similar organization shall be organized and existing under the laws of (x) the United States of America (or any state thereof or the District of Columbia) or (y) the United Kingdom, Jersey and any other jurisdiction in the Channel Islands, any member state of the European Union as in effect on the Issue Date, Switzerland, Bermuda, The Cayman Islands or Singapore, *provided* that the Successor Company (if not the Issuer) will expressly assume, by a supplemental indenture, executed and delivered to the Trustee, all the obligations of the Issuer under this Sixth Supplemental Indenture and the 2051 Notes (and, if the Successor Company is not a corporation, the Issuer will cause a corporate co-issuer to become a co-obligor on the 2051 Notes);

(b) immediately after giving effect to such transaction, no Default shall have occurred and be continuing; and

(c) the Issuer shall have delivered to the Trustee an Officer's Certificate and an Opinion of Counsel, each stating that such consolidation, merger or transfer and such supplemental indenture (if any) comply with the Indenture.

Section 6.02. Successor Company. In addition to the jurisdictions set forth in Section 5.01(a) of the Base Indenture in which a Successor Company may be organized, such list of jurisdictions shall also include Singapore.

ARTICLE 7
EVENTS OF DEFAULT

Section 7.01. Events of Default. In addition to the Events of Default set forth in Section 6.01 of the Base Indenture, the following is an "**Event of Default**" with respect to the 2051 Notes:

(1) the failure by the Issuer to comply with its obligations under Section 6.01 of this Sixth Supplemental Indenture in respect of the 2051 Notes; and

(2) the failure by the Issuer or any Restricted Subsidiary to comply for 60 days after notice with any of its obligations under Section 5.04 of this Sixth Supplemental Indenture in respect of the 2051 Notes (in each case, other than a failure to purchase 2051 Notes).

However, a default under clause (2) will not constitute an Event of Default with respect to any 2051 Notes until the Trustee notifies the Issuer, or the Holders of at least 25% in principal amount of the outstanding 2051 Notes and notes of all series affected thereby notify the Issuer and the Trustee, of the default and the Issuer does not cure such default within the time specified in clause (2) hereof after receipt of such notice.

Section 7.02. Limitations on Suits. With respect to the 2051 Notes, the first sentence of Section 6.06 of the Base Indenture shall be amended by deleting the "A" at the beginning of the sentence and replacing it with the following: "Except to enforce the right to receive payment of principal, premium (if any) or interest when due, a".

ARTICLE 8
AMENDMENTS AND WAIVERS

Section 8.01. Without Consent of Holder. In addition to the provisions of Section 9.01 of the Base Indenture, the Issuer and the Trustee may, as applicable, amend or supplement this Sixth Supplemental Indenture or the 2051 Notes, without the consent of any Holder of the 2051 Notes to:

(a) convey, transfer, assign, mortgage or pledge as security for the 2051 Notes any property or assets in accordance with Section 5.01 of this Sixth Supplemental Indenture and confirm or evidence any release thereof permitted by the Indenture.

ARTICLE 9
MISCELLANEOUS

Section 9.01. Ratification of Base Indenture. The Base Indenture, as supplemented by this Sixth Supplemental Indenture, is in all respects ratified and confirmed, and this Sixth Supplemental Indenture shall be deemed part of the Indenture in the manner and to the extent herein and therein provided.

Section 9.02. Governing Law. This Sixth Supplemental Indenture and the 2051 Notes shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of laws.

Section 9.03. Separability. In case any one or more of the provisions contained in this Sixth Supplemental Indenture or in the 2051 Notes shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Sixth Supplemental Indenture or of the 2051 Notes, but this Sixth Supplemental Indenture and the 2051 Notes shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein or therein.

Section 9.04. Counterparts. This Sixth Supplemental Indenture may be executed in any number of counterparts each of which shall be an original; but such counterparts shall together constitute but one and the same instrument.

Section 9.05. Trustee Disclaimer. Neither the Trustee nor Deutsche Bank Trust Company Americas shall be responsible in any manner whatsoever for or in respect of the validity, sufficiency or adequacy of this Sixth Supplemental Indenture or for or in respect of the recitals contained herein, all of which are made solely by the Issuer, and neither the Trustee nor Deutsche Bank Trust Company Americas assumes any responsibility for their correctness.

Section 9.06. Electronic Signatures. Facsimile, documents executed, scanned and transmitted electronically and electronic signatures, including those created or transmitted through a software platform or application, shall be deemed original signatures for purposes of this Sixth Supplemental Indenture and all other related documents and all matters and agreements related thereto, with such facsimile, scanned and electronic signatures having the same legal effect as original signatures. The parties agree that this Sixth Supplemental Indenture or any other related document or any instrument, agreement or document necessary for the consummation of the transactions contemplated by this Sixth Supplemental Indenture or the other related documents or related hereto or thereto (including, without limitation, addendums, amendments, notices, instructions, communications with respect to the delivery of securities or the wire transfer of funds or other communications) (the "**Executed Documentation**") may be accepted, executed or agreed to through the use of an electronic signature in accordance with applicable laws, rules and regulations in effect from time to time applicable to the effectiveness and enforceability of electronic signatures. Any Executed Documentation accepted, executed or agreed to in conformity with such laws, rules and regulations will be binding on all parties hereto to the same extent as if it were physically executed and each party hereby consents to the use of any third party electronic signature capture service providers as may be reasonably chosen by a signatory hereto or thereto. When the Trustee or any Agent acts on any Executed Documentation sent by electronic transmission, the Trustee and Agent will not be responsible or liable for any losses, costs or expenses arising directly or indirectly from its reliance upon and compliance with such Executed Documentation, notwithstanding that such Executed Documentation (a) may not be an authorized or authentic communication of the party involved or in the form such party sent or intended to send (whether due to fraud, distortion or otherwise) or (b) may conflict with, or be inconsistent with, a subsequent written instruction or communication; it being understood and agreed that the Trustee or the Agent shall conclusively presume that Executed Documentation that purports to have been sent by an authorized officer of a Person has been sent by an authorized officer of such Person. The party providing Executed Documentation through electronic transmission or otherwise with electronic signatures agrees to assume all risks arising out of such electronic methods, including, without limitation, the risk of the Trustee or Agent acting on unauthorized instructions and the risk of interception and misuse by third parties.

[Signature Pages Follow]

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

ISSUER:

APTIV PLC

By: /s/ Jane Wu
Name: Jane Wu
Title: Treasurer

TRUSTEE:

WILMINGTON TRUST, NATIONAL ASSOCIATION, as Trustee

By: /s/ Arlene Thelwell
Name: Arlene Thelwell
Title: Vice President

[Signature Page to Sixth Supplemental Indenture]

REGISTRAR, PAYING AGENT AND AUTHENTICATING AGENT:

DEUTSCHE BANK TRUST COMPANY AMERICAS, as Registrar, Paying Agent, and Authenticating Agent

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

By: /s/ Jeffrey Schoenfeld
Name: Jeffrey Schoenfeld
Title: Vice President

[Signature Page to Sixth Supplemental Indenture]

EXHIBIT A

[FORM OF FACE OF NOTE]

[Global Note Legend]

THIS GLOBAL NOTE IS HELD BY THE DEPOSITARY (AS DEFINED IN THE INDENTURE GOVERNING THIS 2051 NOTE) OR ITS NOMINEE. THIS GLOBAL NOTE IS EXCHANGEABLE FOR SECURITIES REGISTERED IN THE NAME OF ANY PERSON OTHER THAN SUCH DEPOSITARY OR ITS NOMINEE ONLY IN LIMITED CIRCUMSTANCES DESCRIBED IN THE INDENTURE AND UNLESS AND UNTIL IT IS EXCHANGED IN WHOLE OR IN PART FOR NOTES IN DEFINITIVE FORM, THIS NOTE MAY NOT BE TRANSFERRED EXCEPT AS A WHOLE BY THE DEPOSITARY TO A NOMINEE OF THE DEPOSITARY OR BY A NOMINEE OF THE DEPOSITARY TO THE DEPOSITARY OR ANOTHER NOMINEE OF THE DEPOSITARY OR BY THE DEPOSITARY OR ANY SUCH NOMINEE TO A SUCCESSOR DEPOSITARY OR A NOMINEE OF SUCH SUCCESSOR DEPOSITARY.

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITARY TRUST COMPANY (55 WATER STREET, NEW YORK, NEW YORK) ("DTC") TO THE ISSUER OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR SUCH OTHER NAME AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC (AND ANY PAYMENT IS MADE TO CEDE & CO. OR SUCH OTHER ENTITY AS MAY BE REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN.

CUSIP: 03835V AJ5

ISIN: US03835VAJ52

GLOBAL NOTE

3.100% Senior Notes due 2051

No. ___ $[_____]

APTIV PLC

promises to pay to Cede & Co., or registered assigns,

the principal sum of _____U.S. DOLLARS on December 1, 2051, as such amount may be changed from time to time pursuant to the Schedule of Exchanges of Interests attached hereto.

Interest Payment Dates: June 1 and December 1

Record Dates: May 15 and November 15

APTIV PLC

By: _____

Name:
Title:

This is one of the 2051 Notes referred to
in the within-mentioned Sixth Supplemental Indenture:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Authenticating Agent

By: _____
Name:
Title:

Dated: _____, 20__

[Form of reverse side of 2051 Note]
3.100% Senior Note due 2051

Capitalized terms used herein shall have the meanings assigned to them in the Indenture referred to below unless otherwise indicated.

1. INTEREST. Aptiv PLC (the "***Issuer***") promises to pay interest on the principal amount of this 2051 Note at a rate per annum of 3.100% from November 23, 2021 until maturity or pursuant to Section 7.02 of the Sixth Supplemental Indenture. The Issuer will pay interest on this 2051 Note semi-annually in arrears on June 1 and December 1 of each year, commencing on June 1, 2022, or, if any such day is not a Business Day, on the next succeeding Business Day (each, an "***Interest Payment Date***"). The Issuer will make each interest payment to the Holder of record of this 2051 Note on the immediately preceding May 15 and November 15 (the "***Regular Record Date***"), as the case may be. Interest on this 2051 Note will accrue from the most recent date to which interest has been paid or, if no interest has been paid, from and including November 23, 2021. The Issuer will pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue principal and premium, if any, from time to time on demand at the rate borne by this 2051 Note; it shall pay interest (including post-petition interest in any proceeding under any Bankruptcy Law) on overdue installments of interest (without regard to any applicable grace periods) from time to time on demand at the rate borne by this 2051 Note. Interest will be computed on the basis of a 360-day year comprise of twelve 30-day months.

2. METHOD OF PAYMENT. The Issuer will pay interest on this 2051 Note to the Person who is the registered Holder of this 2051 Note at the close of business on the Record Date (whether or not a Business Day) next preceding the Interest Payment Date, even if this 2051 Note is cancelled after such record date and on or before such Interest Payment Date, except as provided in Section 2.13 of the Base Indenture with respect to defaulted interest. Payment of interest may be made by check mailed to the Holders at their addresses set forth in the Note Register of Holders, *provided* that (a) all payments of principal, premium, if any, and interest on, 2051 Notes represented by Global Notes registered in the name of or held by the DTC or its nominee will be made by wire transfer of immediately available funds to the accounts specified by the Holder or Holders thereof and (b) all payments of principal, premium, if any, and interest with respect to Certificated Notes will be made by wire transfer to a U.S. dollar account maintained by the payee with a bank in the United States if such Holder elects payment by wire transfer by giving written notice to the Trustee or the Paying Agent to such effect designating such account no later than 30 days immediately preceding the relevant due date for payment (or such other date as the Trustee or the Paying Agent may accept in its discretion). Such payment shall be in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debt.

3. AUTHENTICATING AGENT, PAYING AGENT AND REGISTRAR. Initially, Deutsche Bank Trust Company Americas will act as Authenticating Agent, Paying Agent and Registrar. The Issuer may change any Authenticating Agent, Paying Agent or Registrar without notice to the Holders. Aptiv International Holdings (UK) LLP or any of its Subsidiaries may act in any such capacity.

4. INDENTURE. The Issuer issued the 2051 Notes under the Senior Indenture (the "***Base Indenture***"), dated as of March 10, 2015, among the Issuer, the guarantors party thereto, Wilmington Trust, National Association, as trustee (the "***Trustee***") and Deutsche Bank Trust Company Americas, a New York banking corporation, as Registrar, Paying Agent and Authenticating Agent. The Issuer shall be entitled to issue Additional 2051 Notes pursuant to the Base Indenture. The terms of the 2051 Notes include those stated in the Base Indenture and those made part of the Base Indenture by reference to the sixth supplemental indenture, among the Issuer, the Trustee and the Registrar and Paying Agent, dated as of November 23, 2021 (the "***Sixth Supplemental Indenture***" and together with the Base Indenture, the "***Indenture***"), setting forth the additional terms of the 2051 Notes pursuant to Section 2.03 of the Base Indenture and the provisions of the Trust Indenture Act of 1939, as amended (the "***Trust Indenture Act***"). The 2051 Notes are subject to all such terms, and Holders are referred to the Indenture and the Trust Indenture Act for a statement of such terms. To the extent any provision of this 2051 Note conflicts with the express provisions of the Indenture and those other provisions forming a part thereof with respect to the 2051 Notes, the provisions of the Indenture and such other provisions with respect to the 2051 Notes shall govern and be controlling.

5. OPTIONAL REDEMPTION. At any time prior to June 1, 2051, the Issuer may at its option redeem the 2051 Notes, in whole or in part, at a redemption price equal to the greater of:

(i) 100% of the principal amount of the 2051 Notes to be redeemed; and

(ii) the sum of the present value of (i) the redemption price (100% of the principal amount of the 2051 Notes to be redeemed) on June 1, 2051 and (ii) all required remaining scheduled interest payments due on the 2051 Notes to be redeemed through June 1, 2051 (not including any portion of such payments of interest accrued and unpaid to the Redemption Date) discounted to the Redemption Date on a semi-annual basis (assuming a 360-day year consisting of twelve 30-day months) at the Treasury Rate plus 25 basis points.

plus accrued and unpaid interest on the principal amount of the 2051 Notes to be redeemed to, but not including, the Redemption Date. The Treasury Rate will be calculated on the Calculation Date.

If the 2051 Notes are redeemed at any time on or after June 1, 2051, the 2051 Notes may be redeemed at a redemption price equal to 100% of the principal amount of the 2051 Notes to be redeemed plus accrued and unpaid interest thereon to, but not including, the Redemption Date.

Notice of such redemption must be mailed by first-class mail to each Holder's registered address, or delivered electronically if held by any depositary in accordance with such depositary's customary procedures, not less than 10 nor more than 60 days prior to the redemption date. If the Issuer partially redeems the 2051 Notes, the Registrar and Paying Agent, subject to the procedures of The Depository Trust Company, will select the 2051 Notes to be redeemed on a pro rata basis, by lot or by such other method in accordance with the procedures of The Depository Trust Company, although no 2051 Note less than $2,000 in original principal amount will be redeemed in part. If the Issuer redeems any 2051 Note in part only, the notice of redemption relating to such 2051 Note shall state the portion of the principal amount thereof to be redeemed. A new 2051 Note in principal amount equal to the unredeemed portion thereof will be issued in the name of the Holder thereof upon cancellation of the original 2051 Note. On and after the redemption date, interest will cease to accrue on 2051 Notes or portions of such 2051 Notes called for redemption so long as the Issuer has deposited with the Registrar and Paying Agent funds sufficient to pay the principal of the 2051 Notes to be redeemed, plus accrued and unpaid interest thereon. Any notice of redemption may be conditioned on the satisfaction of one or more conditions precedent.

6. TAX REDEMPTION. The Issuer may redeem the 2051 Notes as a whole but not in part, at its option at any time prior to maturity, upon the giving of a written notice of redemption to the Holders, with a copy to the Trustee, if it determines that, as a result of:

(i) any change in or amendment to the laws, or any regulations or rulings promulgated under the laws, of a Relevant Jurisdiction affecting taxation, or

(ii) any change in or amendment to an official position regarding the application or interpretation of the laws, regulations or rulings referred to above, which change or amendment is announced and becomes effective after the Issue Date (or, if the Relevant Jurisdiction becomes a Relevant Jurisdiction on a date after the Issue Date, after such later date) (each of the foregoing, a "***Change in Tax Law***"), the Issuer is or will become obligated to pay Additional Amounts with respect to the 2051 Notes on the next succeeding interest payment date, pursuant to Section 5.03 and the payment of such Additional Amounts cannot be avoided by the use of reasonable measures available to the Issuer. The redemption price will be equal to 100% of the principal amount of the 2051 Notes plus accrued and unpaid interest to but excluding the date fixed for redemption (a "***Tax Redemption Date***"), and all Additional Amounts (if any) then due or which will become due on the Tax Redemption Date as a result of the redemption or otherwise (subject to the right of Holders of the 2051 Notes on any record date occurring prior to the Tax Redemption Date to receive interest due on the relevant interest payment date and Additional Amounts (if any) in respect thereof). The date and the applicable redemption price will be specified in the notice of tax redemption. Notice of such redemption will be irrevocable, and must be mailed by first-class mail to each Holder's registered address, or delivered electronically if held by any depositary in accordance with such depositary's customary procedures, not less than 15 nor more than 60 days prior to the earliest date on which the Issuer would be obligated to pay such Additional Amounts if a payment in respect of the 2051 Notes were actually due on such date. No such notice of redemption will be given unless, at the time such notification of redemption is given, such obligation to pay such Additional Amounts remains in effect.

Prior to giving the notice of tax redemption, the Issuer will deliver to the Trustee:

(i) a certificate signed by a duly authorized Officer stating that the Issuer is entitled to effect the redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer to so redeem have occurred; and

(ii) an opinion of independent tax counsel of recognized standing qualified under the laws of the Relevant Jurisdiction, selected by the Issuer, to the effect that the Issuer is or would be obligated to pay Additional Amounts as a result of a Change in Tax Law.

The foregoing provisions shall apply *mutatis mutandis* to any successor to the Issuer.

7. MANDATORY REDEMPTION. Except as set forth in Section 5.04 of the Sixth Supplemental Indenture, the Issuer shall not be required to make mandatory redemption or sinking fund payments with respect to the 2051 Notes.

8. NOTICE OF REDEMPTION. At least 10 days but not more than 60 days before a Redemption Date, the Issuer shall mail or cause to be mailed, by first class mail to each Holder's registered address, or deliver electronically if held by any depositary in accordance with such depositary's customary procedures, a notice of redemption to each Holder whose 2051 Notes are to be redeemed. Any redemption and notice thereof may, in the Issuer's discretion, be subject to the satisfaction of one or more conditions precedent.

9. OFFERS TO REPURCHASE. Upon the occurrence of a Change of Control Triggering Event, the Issuer shall make a Change of Control Offer in accordance with Section 5.04 of the Sixth Supplemental Indenture.

10. DENOMINATIONS, TRANSFER, EXCHANGE. The 2051 Notes are in registered form without coupons in denominations of $2,000 and integral multiples of $1,000 in excess thereof. The transfer of 2051 Notes may be registered and 2051 Notes may be exchanged as provided in the Indenture. The Registrar and the Trustee may require a Holder, among other things, to furnish appropriate endorsements and transfer documents and the Issuer may require Holders to pay any transfer tax or other similar governmental charge payable in connection with such transfer and exchange that are required by law or permitted by the Indenture. The Registrar shall not be required to register the transfer of or exchange of (a) any 2051 Note selected for redemption in whole or in part pursuant to Article 3 of the Base Indenture, except the unredeemed portion of any such 2051 Note being redeemed in part, or (b) any such 2051 Note for a period beginning 15 days before the mailing of a notice of an offer to repurchase or redeem such 2051 Notes or 15 days before an Interest Payment Date (whether or not an Interest Payment Date or other date determined for the payment of interest), and ending on such mailing date or Interest Payment Date, as the case may be.

11. PERSONS DEEMED OWNERS. The registered Holder of this 2051 Note may be treated as its owner for all purposes.

12. AMENDMENT, SUPPLEMENT AND WAIVER. The Indenture or the 2051 Notes may be amended or supplemented as provided in the Indenture.

13. DEFAULTS AND REMEDIES. The Events of Default relating to the 2051 Notes are defined in Section 6.01 of the Base Indenture, as supplemented by Section 7.01 of the Sixth Supplemental Indenture. If any Event of Default (other than an Event of Default arising from certain events of bankruptcy or insolvency) occurs and is continuing, the Trustee or the Holders of at least 25% in principal amount of the then outstanding 2051 Notes and all other notes issued under the Indenture affected thereby (all such series voting as a single class) may declare the principal of and accrued but unpaid interest on all the 2051 Notes to be due and payable immediately by notice in writing to the Issuer and the Trustee (if given by the Holders) specifying the respective Event of Default and that it is a "notice of acceleration", and the same shall become immediately due and payable. If an Event of Default arising from certain events of bankruptcy or insolvency occurs and is continuing, then all unpaid principal of, and premium, if any, and accrued and unpaid interest on all the outstanding 2051 Notes shall ipso facto become and be immediately due and payable without any declaration or other act on the part of the Trustee or any Holder. Holders may not enforce the Indenture, the 2051 Notes except as provided in the Indenture. Subject to certain limitations, Holders of a majority in aggregate principal amount of the then outstanding 2051 Notes and all other notes of all series affected thereby may direct the Trustee in its exercise of any trust or power. The Trustee may withhold from Holders notice of any continuing Default (except a Default relating to the payment of principal, premium, if any, or interest) if it determines that withholding notice is in their interest. The Holders of a majority in aggregate principal amount of the then outstanding 2051 Notes and all other notes issued under the Indenture affected thereby (all such series voting as a single class) by written notice to the Trustee may on behalf of the Holders of all of the 2051 Notes waive any existing Default and its consequences under the Indenture with respect to the 2051 Notes except a continuing Default in payment of the principal of, premium, if any, or interest on, any of the 2051 Notes held by a non-consenting Holder. The Issuer is required to deliver to the Trustee annually a statement regarding compliance with the Indenture, and the Issuer is required within 30 Business Days after becoming aware of any Default with respect to the 2051 Notes, to deliver to the Trustee a statement specifying such Default and what action the Issuer proposes to take with respect thereto.

14. AUTHENTICATION. This 2051 Note shall not be entitled to any benefit under the Indenture or be valid or obligatory for any purpose until authenticated by the manual or electronic signature of the Trustee or Authenticating Agent.

15. GOVERNING LAW. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN AND BE USED TO CONSTRUE THE INDENTURE, THE 2051 NOTES OF THIS SERIES.

16. CUSIP AND ISIN NUMBERS. The Issuer has caused CUSIP and ISIN numbers to be printed on the 2051 Notes of this series and the Trustee or Registrar may use CUSIP and ISIN numbers in notices of redemption as a convenience to Holders. No representation is made as to the accuracy of such numbers either as printed on the 2051 Notes or as contained in any notice of redemption and reliance may be placed only on the other identification numbers placed thereon.

The Issuer will furnish to any Holder upon written request and without charge a copy of the Indenture. Requests may be made to the Issuer at the following address:

Aptiv PLC
5 Hanover Quay
Grand Canal Dock
Dublin 2, Ireland
Attention: Treasurer

ASSIGNMENT FORM

To assign this Note, fill in the form below:

(I) or (we) assign and transfer this Note to: _____

(Insert assignee's legal name)

_____

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

_____

_____

_____

_____

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

and irrevocably appoint

to transfer this Note on the books of the Issuer. The agent may substitute another to act for him.

Date: _____

Your Signature:_____

(Sign exactly as your name appears
on the face of this Note)

Signature Guarantee*: _____

* Participant in a recognized Signature Guarantee Medallion Program (or other signature guarantor acceptable to the Trustee).

SCHEDULE OF EXCHANGES OF INTERESTS IN THE GLOBAL NOTE*

The initial outstanding principal amount of this Global Note is $_____. The following exchanges of a part of this Global Note for an interest in another Global Note or for a Certificated Note, or exchanges of a part of another Global or Certificated Note for an interest in this Global Note, have been made:

Date of Exchange	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 officer of Trustee or Custodian

*This schedule should be included only if the Note is issued in global form

Davis Polk

Davis Polk & Wardwell LLP
450 Lexington Avenue
New York, NY 10017
davispolk.com

November 23, 2021

J.P. Morgan Securities LLC
Citigroup Global Markets Inc.
Goldman Sachs & Co. LLC

c/o J.P. Morgan Securities LLC
383 Madison Avenue
New York, New York 10179

c/o Citigroup Global Markets Inc.
388 Greenwich Street
New York, New York 10013

c/o Goldman Sachs & Co. LLC
200 West Street
New York, New York 10282

as Representatives of the several Underwriters named in Schedule 1 to the Underwriting Agreement referred to below

Ladies and Gentlemen:

We have acted as special New York counsel for Aptiv PLC, a Jersey public limited company (the "Company"), in connection with the Underwriting Agreement dated as of November 9, 2021 (the "Underwriting Agreement") with you and the other several Underwriters named in Schedule 1 thereto (the "Underwriters") under which you and such other Underwriters have severally agreed to purchase from the Company $1.5 billion aggregate principal amount of its 3.100% Senior Notes due 2051 (the "Securities"). The Securities are to be issued pursuant to the provisions of the Indenture dated as of March 10, 2015 (as previously amended, supplemented or otherwise modified from time to time, the "Base Indenture") among the Company, the guarantors party thereto, Deutsche Bank Trust Company Americas, as registrar, paying agent and authenticating agent, and Wilmington Trust, National Association, as trustee (the "Trustee"), as supplemented by the Sixth Supplemental Indenture dated as of November 23, 2021 (the "Sixth Supplemental Indenture" and, together with the Base Indenture, the "Indenture").

We have examined originals or copies of such documents, corporate records, certificates of public officials and other instruments as we have deemed necessary or advisable for the purpose of rendering this opinion.

We have participated in the preparation of the Company's registration statement on Form S-3 (File No. 333-258499) (other than the documents incorporated by reference therein (the "Incorporated Documents")) filed with the Securities and Exchange Commission (the "Commission") pursuant to the provisions of the Securities Act of 1933, as amended (the "Act"), relating to the registration of securities (the "Shelf Securities") to be issued from time to time by the Company and the guarantors named therein, and the preliminary prospectus supplement dated November 9, 2021 (the "Preliminary Prospectus Supplement") relating to the Securities, the pricing term sheet attached as Annex B to the Underwriting Agreement for the Securities and the prospectus supplement dated November 9, 2021 relating to the Securities (the "Prospectus Supplement"), and have reviewed the Incorporated Documents. The registration statement became effective under the Act and the Indenture qualified under the Trust Indenture Act of 1939, as amended (the "Trust Indenture Act"), upon the filing of the registration statement with the Commission on August 5, 2021 pursuant to Rule 462(e). The registration statement at the date of the Underwriting Agreement, including the Incorporated Documents and the information deemed to be part of the registration statement at the time of effectiveness pursuant to Rule 430B under the Act, is hereinafter referred to as the "Registration Statement," and the related prospectus (including the Incorporated Documents) dated August 5, 2021 relating to the Shelf Securities is hereinafter referred to as the "Basic Prospectus." The Basic Prospectus, as supplemented by the Preliminary Prospectus Supplement, together with the pricing term sheet attached as Annex B to the Underwriting Agreement for the Securities, is hereinafter referred to as the "Disclosure Package." The Basic Prospectus, as supplemented by the Prospectus Supplement, in the form first used to confirm sales of the Securities (or in the form first made available by the Company to the Underwriters to meet requests of purchasers of the Securities under Rule 173 under the Act), is hereinafter referred to as the "Prospectus."

In rendering the opinions expressed herein, we have, without independent inquiry or investigation, assumed that (i) all documents submitted to us as originals are authentic and complete, (ii) all documents submitted to us as copies conform to authentic, complete originals, (iii) all documents filed with or submitted to the Commission through its Electronic Data Gathering, Analysis and Retrieval ("EDGAR") system (except for required EDGAR formatting changes) conform to the versions of such documents reviewed by us prior to such formatting, (iv) all signatures on all documents that we reviewed are genuine, (v) all natural persons executing documents had and have the legal capacity to do so, (vi) all statements in certificates of public officials and officers of the Company that we reviewed were and are accurate and (vii) all representations made by the Company as to matters of fact in the documents that we reviewed were and are accurate.

Based upon the foregoing, and subject to the additional assumptions and qualifications set forth below, we are of the opinion that:

1. Assuming that the Securities have been duly authorized by the Company and when executed and authenticated in accordance with the provisions of the Indenture and delivered to and paid for by the Underwriters pursuant to the Underwriting Agreement, the Securities will be valid and binding obligations of the Company, enforceable in accordance with their terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, may be subject to possible judicial or regulatory actions giving effect to governmental actions or foreign laws affecting creditors' rights, and will be entitled to the benefits of the Indenture pursuant to which such Securities are to be issued; provided that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

2. Assuming due authorization, execution and delivery of the Indenture by the Company, the Indenture is a valid and binding agreement of the Company, enforceable in accordance with its terms, subject to applicable bankruptcy, insolvency and similar laws affecting creditors' rights generally, concepts of reasonableness and equitable principles of general applicability, and may be subject to possible judicial or regulatory actions giving effect to governmental actions or foreign laws affecting creditors' rights; provided that we express no opinion as to (x) the enforceability of any waiver of rights under any usury or stay law, (y) the effect of fraudulent conveyance, fraudulent transfer or similar provision of applicable law on the conclusions expressed above or (z) the validity, legally binding effect or enforceability of any provision that permits holders to collect any portion of stated principal amount upon acceleration of the Securities to the extent determined to constitute unearned interest.

3. The Company is not, nor after giving effect to the offering and sale of the Securities and the application of the proceeds thereof as described in the Prospectus will be, required to register as an "investment company" as such term is defined in the Investment Company Act of 1940, as amended.

4. The execution and delivery by the Company of the Indenture, the Securities and the Underwriting Agreement (collectively, the "Documents") will not contravene (i) the General Corporation Law of the State of Delaware or any provision of the statutory laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, provided that we express no opinion as to federal or state securities laws, or (ii) any agreement that is specified in Annex A hereto; provided that we express no opinion in clause (ii) as to compliance with any financial or accounting test, or any limitation or restriction expressed as a dollar (or other currency) amount, ratio or percentage in any of the agreements specified in Annex A.

5. The issuance of the Securities and execution and delivery of the Sixth Supplemental Indenture is authorized under the Base Indenture.

6. No consent, approval, authorization, or order of, or qualification with, any governmental body or agency under the General Corporation Law of the State of Delaware, the laws of the State of New York or any federal law of the United States of America that in our experience is normally applicable to general business corporations in relation to transactions of the type contemplated by the Documents, is required for the execution, delivery and performance by the Company of its obligations under the applicable Documents, except such as may be required under federal or state securities or Blue Sky laws as to which we express no opinion.

We have considered the statements included in the Disclosure Package and the Prospectus under the captions “Description of Debt Securities and Guarantees of Debt Securities” and “Description of Notes” insofar as they summarize provisions of the Indenture and the Securities. In our opinion, such statements fairly summarize these provisions in all material respects. The statements included in the Disclosure Package and the Prospectus under the caption “Tax Considerations—U.S. Federal Income Tax Considerations,” insofar as they purport to describe provisions of U.S. federal income tax laws or legal conclusions with respect thereto, and subject to the limitations and qualifications set forth therein, accurately summarize the matters referred to therein in all material respects.

In rendering the opinions in paragraphs (1) and (2) above, we have assumed that each party to the Documents has been duly incorporated and is validly existing and in good standing under the laws of the jurisdiction of its organization. In addition, we have assumed that (i) the execution, delivery and performance by each party thereto of each Document to which it is a party, (a) are within its corporate powers, (b) do not contravene, or constitute a default under, the certificate of incorporation or bylaws or other constitutive documents of such party, (c) require no action by or in respect of, or filing with, any governmental body, agency or official and (d) do not contravene, or constitute a default under, any provision of applicable law or regulation or any judgment, injunction, order or decree or any agreement or other instrument binding upon such party and (ii) each Document (other than the Underwriting Agreement) is a valid, binding and enforceable agreement of each party thereto (other than as expressly covered above).

We express no opinion as to whether a New York State or United States federal court would enforce the exclusivity of the jurisdiction of any New York State or United States federal court provided for in any Document.

We are members of the Bar of the State of New York, and the foregoing opinion is limited to the laws of the State of New York, the federal laws of the United States of America and the General Corporation Law of the State of Delaware, except that we express no opinion as to any law, rule or regulation that is applicable to the Company, the Documents or such transactions solely because such law, rule or regulation is part of a regulatory regime applicable to any party to any of the Documents or any of its affiliates due to the specific assets or business of such party or such affiliate. With respect to all matters of law other than those set forth above, you have received, and we understand that you are relying upon, the opinions of local counsel to the Company, delivered pursuant to Section 6(g) of the Underwriting Agreement.

This opinion is rendered solely to you and the other several Underwriters in connection with the Underwriting Agreement. This opinion may not be relied upon by you or the other several Underwriters for any other purpose or relied upon by any other person (including any person acquiring Securities from the several Underwriters) or furnished to any other person without our prior written consent.

Very truly yours,

/s/ Davis Polk & Wardwell LLP

ANNEX A

Schedule of Agreements

1. Second Amended and Restated Credit Agreement, dated as of August 17, 2016, among Aptiv PLC, Aptiv Corporation, the subsidiary borrowers party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, as supplemented by the Restatement Agreement to the Amended and Restated Credit Agreement, dated as of May 1, 2020, among Aptiv PLC, Aptiv Corporation, the subsidiary borrowers party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto, and as further supplemented by Amendment No. 1 to the Second Amended and Restated Credit Agreement, dated as of June 8, 2020, among Aptiv PLC, Aptiv Corporation, the subsidiary borrowers party thereto, JPMorgan Chase Bank, N.A., as administrative agent, and the lenders party thereto.

2. Senior Notes Indenture, dated as of February 14, 2013, among Aptiv Corporation, the guarantors party thereto, Wilmington Trust Company, as trustee, and Deutsche Bank Trust Company Americas, as registrar, paying agent and authenticating agent, as supplemented by the Supplemental Indenture dated as of February 14, 2013 and the Second Supplemental Indenture dated as of March 3, 2014.

3. Senior Notes Indenture, dated as of March 10, 2015, among Aptiv PLC, the guarantors party thereto, Wilmington Trust Company, as trustee, and Deutsche Bank Trust Company Americas, as registrar, paying agent and authenticating agent, as supplemented by the First Supplemental Indenture dated as of March 10, 2015, the Second Supplemental Indenture dated as of November 19, 2015, the Third Supplemental Indenture dated as of September 15, 2016, the Fourth Supplemental Indenture dated as of September 20, 2016 and the Fifth Supplemental Indenture dated as of March 14, 2019.

CAREY OLSEN

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Our ref 1065189/0008/J19153433v1 23 November 2021

To the Addressee listed in Schedule 1

Aptiv PLC (the "Company")

1. **Background**

We act as Jersey legal advisers to the Company in connection with (i) the offer, issue and sale by the Company of the Notes and (ii) the Documents.

2. **Definitions and interpretation**

2.1 Capitalised terms used in this Opinion shall have the meanings given to them in Part A of Schedule 5 (*Definitions and Interpretation*).

2.2 This Opinion shall be interpreted and construed in accordance with Part B of Schedule 5 (*Definitions and Interpretation*).

3. **Scope**

3.1 This Opinion is limited to: (a) matters of Jersey law and practice as at the date of this Opinion; and (b) matters expressly stated in this Opinion.

3.2 We have made no investigation and express no opinion with respect to the law or practice of any other jurisdiction.

3.3 This Opinion is based only on those matters of fact known to us at the date of this Opinion.

4. **Documents EXAMINED AND SEARCHES**

4.1 In giving this Opinion we have examined copies sent to us in electronic form by email of each Document.

4.2 In addition, we have examined each Further Document.

4.3 The Documents and the Further Documents are the only documents we have seen or examined for the purposes of this Opinion.

4.4 The Searches are the only searches, investigations or enquiries we have carried out for the purposes of this Opinion.

5. **Assumptions and qualifications**

5.1 This Opinion is given: (a) in reliance on the Assumptions; and (b) on the basis that the Assumptions (which we have not independently investigated or verified) are accurate, and have been accurate, in all respects at the date of this Opinion, and at all other relevant times.

5.2 This Opinion is subject to the Qualifications.

6. Opinion

We are of the opinion that:

6.1 **Incorporation, valid existence, power and capacity**

6.1.1 The Company is duly incorporated with limited liability and validly existing under Jersey law.

6.1.2 The Company has the corporate power and capacity to enter into, and to perform its obligations under, each Document.

6.2 **Authority and execution**

6.2.1 The Company has taken the corporate and other action necessary under Jersey law to authorise the acceptance and due execution of, and the performance of its obligations under, each Document.

6.2.2 Each Document has been duly executed by the Company.

6.3 **Search results**

6.3.1 The Public Records Search revealed no evidence of any current resolutions for winding up or dissolution of the Company and no evidence of the appointment of any liquidator in respect of the Company or any of its assets.

6.3.2 A representative of the office of the Viscount stated in response to the Viscount Enquiry that, to the best of his/her knowledge and belief, the property of the Company had not been declared to be *en désastre*.

7. **LAW GOVERNING THIS OPINION, LIMITATIONS, BENEFIT, DISCLOSURE AND RELIANCE**

7.1 This Opinion is governed by and shall be construed in accordance with Jersey law.

7.2 We assume no obligation to advise you or any other person, or undertake any investigations, as to any legal developments or factual matters arising after the date of this Opinion that might affect the opinions expressed in this Opinion.

7.3 This Opinion is addressed only to you and is solely for the benefit of you and your professional legal advisers in connection with each Document and except with our prior written consent it may not be disclosed to, used or relied on by any other person or for any other purpose, or referred to or made public in any way.

7.4 We consent to the filing of a copy of this opinion as an exhibit to a current report on Form 8-K, and incorporation by reference into the Registration Statement. In giving this consent, we do not admit that we are included in the category of persons whose consent is required under Section 7 of the US Securities Act of 1933, as amended (the "**Securities Act**") or the rules and regulations promulgated by the US Securities and Exchange Commission under the Securities Act.

Yours faithfully

/s/ Carey Olsen Jersey LLP
Carey Olsen Jersey LLP

SCHEDULE 1

ADDRESSEE

Aptiv PLC
5 Hanover Quay
Grand Canal Dock
Dublin 2
Ireland

SCHEDULE 2

DOCUMENTS EXAMINED

Part A

The Documents

8. A sixth supplemental indenture dated 23 November 2021 between the Company, the Trustee and the Agent supplementing the Base Indenture (the "**Supplemental Indenture**").

9. The global note numbered 1 representing the Notes and issued pursuant to the Indenture.

10. The global note numbered 2 representing the Notes and issued pursuant to the Indenture.

11. The global note numbered 3 representing the Notes and issued pursuant to the Indenture.

Part B

Further Documents

1. A copy of:

1.1 the Certificate of Incorporation;

1.2 the Memorandum and Articles of Association;

1.3 the Registers; and

1.4 the Consents.

2. A copy of an extract of the minutes recording the Director Resolutions.

3. A copy of the:

3.1 Registration Statement;

3.2 Prospectus Supplement; and

3.3 Base Indenture.

4. A copy of the Opinion Certificate (as attached).

5. The Public Records.

6. The response received from the office of the Viscount to the Viscount Enquiry.

SCHEDULE 3

ASSUMPTIONS

1. **Authenticity**

1.1 The genuineness and authenticity of all signatures, initials, stamps, seals and markings on all documents examined by us, including, in the case of copy documents examined by us, on the originals of those copies.

1.2 Where any person has purported to sign a Document for or on behalf of the Company by electronic signature, that person himself/herself affixed or inserted his/her electronic signature to or in such Document, and no other person affixed or inserted that signature to or in such Document.

2. **Copies**

The completeness and conformity to original documents of all copies examined by us.

3. **Execution versions/drafts**

3.1 Where we have been provided with a document (whether original or copy) in executed form or with only the signature page of an executed document, that such executed document does not differ from the latest draft or execution version of the document provided to us and/or, where a document has been reviewed by us only in draft, execution or specimen form, it has been executed in the form of that draft, execution version or specimen.

4. **Signing**

4.1 Each Document has been signed for or on behalf of the Company by one Authorised Signatory.

4.2 Each party (other than the Company as a matter of Jersey law) has duly executed those documents to which it is a party.

4.3 Where any person has signed a Document for or on behalf of the Company by electronic signature, such person used an Acceptable Method.

5. **Dating and delivery**

Each Document has been dated and has been duly and unconditionally delivered by each of the parties to it.

6. **Directors' duties**

6.1 In resolving that the Company enter into each Document and the transaction(s) documented or contemplated by each Document the directors of the Company were acting with a view to the best interests of the Company and were otherwise exercising their powers in accordance with their duties under all applicable laws.

6.2 Each director of the Company has disclosed all interests required to be disclosed by the Companies Law and the Articles of Association in accordance with the provisions of the Companies Law and the Articles of Association.

7. **Solvency**

The Company remains solvent (meaning that the Company will be able to discharge its liabilities as they fall due) after entering into each Document and the transaction(s) documented or contemplated by each Document, and all statements, assessments and opinions of solvency made or expressed by the directors of the Company in the Further Documents have been properly made.

8. **Consents - Jersey**

Each Consent is in full force and effect and has not been revoked, superseded or amended and no other consents, authorisations, registrations, approvals, filings or other requirements of any governmental, judicial or other public bodies or authorities in Jersey (other than any consent referred to in the Opinion Certificate) have been or should have been obtained, made or satisfied by the Company.

9. **Consents - other laws**

All consents, authorisations, registrations, approvals, filings or other requirements of any governmental, judicial or other public bodies or authorities required to be obtained, made or satisfied by the Company under any law (other than Jersey law): (a) for the execution and delivery of each Document and the performance of its obligations under each Document; and (b) generally for the enforceability of each Document, have been obtained, made or satisfied and, where appropriate, remain in full force and effect.

10. **Establishment, existence, capacity and authority – other parties**

Each party (other than the Company as a matter of Jersey law) is duly established and validly existing and: (a) has the necessary capacity, power, authority and intention; (b) has taken the corporate and other action necessary to authorise it; and (c) has obtained, made or satisfied all necessary consents, authorisations, registrations, approvals, filings or other requirements (i) of any governmental, judicial or other public bodies or authorities or (ii) imposed by any contractual or other obligation or restriction binding upon it; in each case to enter into and deliver, and perform its obligations under, the documents to which it is a party.

11. **Capacity – the Company**

The Company is acting as principal on its own behalf in entering into each Document and not as an agent, trustee, nominee or in any other capacity.

12. **No conflict – foreign law or regulation**

There is no provision of the law or regulation of any jurisdiction other than Jersey that would have any adverse implication in relation to the opinions expressed in this Opinion.

13. **Searches**

13.1 The Public Records are accurate and complete, with all documents or information that are required to be filed or registered by or in relation to the Company with the Registrar of Companies (whether or not any time limit for such filing or registration has yet expired) having been so filed or registered and appearing in the Public Records.

13.2 The response (construed as if the expression "to the best of my knowledge and belief" or similar did not appear in it) received from the office of the Viscount in response to the Viscount Enquiry is accurate and complete.

13.3 There has been no change in the public records relating to the Company available for inspection in the companies register on the web-site of the Registrar of Companies since the time we carried out the Public Records Search.

13.4 There has been no change in the records relating to the Company available to the office of the Viscount since the time it gave its response to the Viscount Enquiry.

14. **Registers and appointments**

The accuracy and completeness of the Registers and that each director, alternate director (if any) and secretary of the Company and of any corporate director of the Company stated in the Registers has been validly appointed.

15. **Opinion certificate and other documents**

The accuracy, correctness and completeness of the Opinion Certificate and of all statements, assessments and opinions as to matters of fact contained in each Document and each Further Document.

16. **Unknown facts**

That there is no document or other information or matter (including, without limitation, any arrangement or understanding) that has not been provided or disclosed to us that is relevant to or that might affect the opinions expressed in this Opinion.

17. **Extract of directors minutes**

Without prejudice to the generality of Assumption 19 (*Unknown facts*), where we are provided with an extract of the minutes recording the Director Resolutions, no other part of such minutes is relevant to or might affect the opinions expressed in this Opinion.

SCHEDULE 4

QUALIFICATIONS

18. **Title**

We offer no opinion as to the title or interest of the Company or any other person to or in, or the existence of, any property or assets the subject of any Document.

19. **No conflict – contractual obligations etc.**

We offer no opinion on whether there are any contractual or other obligations or restrictions binding on the Company that would or could have any adverse implication in relation to the opinions expressed in this Opinion.

20. **Representations and warranties**

Unless expressly stated otherwise, we offer no opinion in relation to any representation or warranty made or given in or in connection with any Document or Further Document.

21. **Searches/registries**

21.1 The Public Records Search is not conclusively capable of revealing whether or not: (a) a winding up order has been made or a resolution passed for the winding up of the Company; or (b) an order has been made or a resolution passed appointing a liquidator in respect of the Company, as notice of these matters might not be filed with the Registrar of Companies immediately and, when filed, might not be entered in the public records of the Company immediately.

21.2 The Viscount Enquiry relates only to the property of the Company being declared to be *en désastre*. There is no formal procedure for determining whether the Company has otherwise become bankrupt as defined in the Interpretation (Jersey) Law 1954.

21.3 Information available in public registries in Jersey is limited. In respect of security interests, there are: (a) the Security Interests Register; and (b) publicly available records of: (i) *hypothèques* over real property situated in Jersey; (ii) mortgages of ships registered in Jersey; and (iii) mortgages over aircraft, and aircraft engines, registered in Jersey. We have not examined any such public records for the purposes of giving this Opinion.

22. **Enforcement**

We offer no opinion as to the enforceability of any obligations under or pursuant to any transaction, agreement or document entered into or to be entered into by any Company.

SCHEDULE 5

DEFINITIONS AND INTERPRETATION

Part A

Definitions

"**2012 Law**"	means the Security Interests (Jersey) Law 2012;
"**Acceptable Method**"	means where: (a) a person accesses a Document through a web-based e-signature platform and clicks to have his or her name in a typed or handwriting font or his or her signature in the form of an image automatically inserted into the Document in the appropriate place; (b) a person electronically pastes his or her signature (e.g. in the form of an image) into an electronic (i.e. soft copy) version of a Document in the appropriate place; and/or (c) a person uses a finger, light pen or stylus and a touchscreen to write his or her name electronically in the appropriate place in a Document, in each case where the method used identifies the person who provided the signature and indicates the person's approval of the Document;
"**Addressees**"	means the addressee of this Opinion set out in Schedule 1 (*Addressees*);
"**Agent**"	means Deutsche Bank Trust Company Americas, as registrar, paying agent and authenticating agent under the Supplemental Indenture;
"**Articles of Association**"	means the articles of association of the Company, as referred to in the Opinion Certificate;
"**Assumptions**"	means the assumptions set out in Schedule 3 (*Assumptions*);
"**Authorised Signatory**"	means a person authorised (including by way of ratification) to sign a Document for or on behalf of the Company pursuant to the relevant Director Resolutions;

"**Base Indenture**"	means the base indenture dated 10 March 2015 between (amongst others) the Company and the Trustee;
"**Certificate of Incorporation**"	means together the Company's certificate of incorporation and certificate of incorporation on change of name, as referred to in the Opinion Certificate;
"**CGPO Consent**"	means the consent dated 5 November 2021 granted to the Company pursuant to the Companies (General Provisions) (Jersey) Order 2002, as amended, to, among other things, the circulation of the Prospectus Supplement;
"**COBO Consent**"	means the consent dated 5 November 2021 granted to the Company pursuant to the Control of Borrowing (Jersey) Order 1958 in relation to the issue of the Notes;
"**Companies Law**"	means the Companies (Jersey) Law 1991;
"**Consents**"	means together: (i) the COBO Consent; (ii) the CGPO Consent; and (iii) the consent dated 1 January 2017 granted to the Company pursuant to the Control of Borrowing (Jersey) Order 1958 in relation to the issue of shares, as referred to in the Opinion Certificate;
"**director**"	includes, where the context permits, a person occupying the position of director, by whatever name called;
"**Director Resolutions**"	means the resolutions of the directors of the Company stated as passed on 28 October 2021 at a meeting of the board of directors of the Company recorded in minutes of that meeting, relating to the Documents and as referred to in the Opinion Certificate;
"**Documents**"	means the documents listed in Part A of Schedule 2 (*Documents Examined*);
"**Further Documents**"	means the documents listed in Part B of Schedule 2 (*Documents Examined*);
"**Indenture**"	means the Base Indenture as supplemented by the Supplemental Indenture;

"**Memorandum and Articles of Association**"	means the memorandum and articles of association of the Company, as referred to in the Opinion Certificate;
"**Notes**"	means the $1,500,000,000 3.100% Senior Notes due 2051 of the Company;
"**Opinion**"	means this legal opinion and includes the Schedules;
"**Opinion Certificate**"	means the certificate of the secretary of the Company addressed to us and dated the date of this Opinion, a copy of which is attached at Schedule 6 (*Opinion Certificate*);
"**Prospectus Supplement**"	means a prospectus supplement dated 9 November 2021 in relation to the issue of the Notes which is supplemental to the Registration Statement;
"**Public Records**"	means the public records of the Company available for inspection in the companies register on the web-site of the Registrar of Companies at the time we carried out the Public Records Search;
"**Public Records Search**"	means our inspection of the Public Records on the date of this Opinion;
"**Qualifications**"	means the observations and qualifications set out in Schedule 4 (*Qualifications*);
"**Registers**"	means the registers of directors and secretaries of the Company, as referred to in the Opinion Certificate;
"**Registrar of Companies**"	means the Registrar of Companies in Jersey;
"**Registration Statement**"	means the registration statement on Form S-3 dated 5 August 2021 filed with the Securities and Exchange Commission in relation to, among other things, the shelf registration of debt securities to be issued by the Issuer;
"**Representatives**"	means J.P. Morgan Securities LLC, Citigroup Global Markets Inc. and Goldman Sachs & Co. LLC, acting as representatives of the Underwriters;
"**Searches**"	means the Public Records Search and the Viscount Enquiry;
"**Security Interests Register**"	means the register maintained by the Registrar of Companies under the 2012 Law in respect of security interests created and assignments of receivables effected under the 2012 Law;

"**Supplemental Indenture**"	has the meaning given to that term in Part A of Schedule 2 (*Documents Examined*);
"**Viscount**"	means the Viscount in Jersey; and
"**Viscount Enquiry**"	means our enquiry in respect of the Company made on the date of this Opinion to the office of the Viscount.

Part B

Interpretation

1. References in this Opinion to:

1.1 a Schedule are references to a schedule to this Opinion;

1.2 a "person" include any body of persons corporate or unincorporated;

1.3 legislation include, where relevant, a reference to such legislation as amended at the date of this Opinion;

1.4 "signed" (and the words "sign" and "signature" shall be construed accordingly) include, where relevant and the context so admits, signed by electronic signature and "executed" (and the words "execute" and "execution" shall be construed accordingly) include, where relevant and the context so admits, signed by electronic signature;

1.5 "you" means the Addressees and where there is more than one Addressee, means each of them; and

1.6 "we", "us" or "our" in relation to the examination, sight, receipt or review by us, or provision to us, of information or documents are references only to our lawyers who worked on the preparation of this Opinion in this matter.

1. Where a capitalised term appears in the left-hand column of Part A of Schedule 5 (*Definitions and Interpretation*) in the singular, its plural form, if used in this Opinion, shall be construed accordingly, and *vice versa*.

2. Headings in this Opinion are inserted for convenience only and shall not affect the construction of this Opinion.

SCHEDULE 6

APTIV PLC

OPINION CERTIFICATE

A public limited liability company incorporated in Jersey with registered number 108188

Registered Office: 13 Castle Street, St. Helier, JE1 1ES, Jersey

Your ref: SDM/MSE/KWA/1065189/0003

Carey Olsen Jersey LLP
47 Esplanade
St Helier
Jersey
JE1 0BD

Date: November 23, 2021

Dear Sirs

Aptiv PLC (the "Company")

You have been asked to give an opinion relating to the Company, and we understand that your opinion will be given in reliance on the matters certified below.

I, Katherine H. Ramundo, the secretary and an authorised signatory of the Company, hereby certify on behalf of the Company as follows:

1. You have been supplied with a true and complete and up to date copy of:

1.1 the Company's certificate of incorporation and each certificate of incorporation on change of name issued to the Company.

1.2 the Company's memorandum and articles of association and all resolutions or agreements or acts of court to which the provisions of Article 100 or 125 of the Companies (Jersey) Law 1991 as amended apply (together the "**Memorandum and Articles of Association**", and the said articles, the "**Articles of Association**").

1.3 all consents, or the aggregate of all consents granted to the Company under the Control of Borrowing (Jersey) Order 1958 as amended, being:

1.3.1 a consent dated 3 November 2011 in relation to the grant or issue of stock options, stock appreciation rights, restricted stock, RSUs, performance awards and other stock based awards;

1.3.2 a consent dated 1 January 2017 in relation to the issue of shares by the Company;

1.3.3 a consent dated 27 February 2019 in relation to the issue of notes by the Company,

1.3.4 a consent dated 5 November 2021 in relation to the issue of notes by the Company,

(together the "**COBO Consents**").

1.4 all consents granted to the Company under the Companies (General Provisions) (Jersey) Law Order 2002, being a consent dated 27 February 2019 and 5 November 2021 (the "**CGPO Consent**", and together with the COBO Consents, the "**Consents**");

1.5 an extract of the minutes recording the resolutions of the directors of the Company passed on 28 October 2021 at a meeting of the board of directors of the Company (the "**Director Resolutions**"); and

1.6 the registers of directors and secretary of the Company.

2. The Memorandum and Articles of Association supplied to you are in full force and effect and the Company is not party to any shareholders' or joint venture or similar agreement supplementing the Articles of Association.

3. No resolution has been passed by the board of directors of the Company (or any committee of the directors) or the shareholders of the Company and there is no agreement or arrangement otherwise in place: (a) limiting the powers of the board of directors of the Company; (b) changing the quorum for meetings of the directors of the Company from that which is stated in the Articles of Association; or (c) changing who may sign an instrument to which a seal of the Company is affixed or the number of such persons from that which is stated in the Articles of Association.

4. The Director Resolutions were duly passed, are in full force and effect and have not been revoked, superseded or amended, and are the only resolutions passed by the directors of the Company relating to the matters referred to in those resolutions.

5. The meeting at which the Director Resolutions were passed was duly convened and held and quorate throughout and the minutes of such meeting are an accurate record of the proceedings described in them.

6. The Company is exempt from the requirement to hold a licence under the Control of Housing and Work (Jersey) Law 2012.

7. The Company's entering into the transactions the subject of the Director Resolutions is within the purpose for which the Company was and is to be used as notified to the Jersey Financial Services Commission or its predecessor in the incorporation papers of the Company.

8. The Consents are in full force and effect and there have been no infringements of any conditions contained in the Consents.

9. (a) No state (including a sovereign or other head, or government or department of government, of a state) has possession or control of, or any interest in, any property of the Company; and (b) the Company does not exercise sovereign authority (whether in respect of the transactions the subject of the Director Resolutions or otherwise).

10. I am duly authorised by the Company to give this Certificate.

Yours faithfully

/s/ Katherine H. Ramundo

Katherine H. Ramundo
Company Secretary and Authorized Signatory