

PENTAIR plc  
 Form 424B5  
 September 10, 2015  
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Filed Pursuant to Rule 424(b)5  
 File No. 333-204066

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to Be Registered	Amount to be Registered	Maximum Aggregate Offering Price	Amount of Registration Fee(1)
Senior Notes	\$1,150,000,000	\$1,150,000,000	\$133,630
Guarantees of Senior Notes	(2)	(2)	(2)

(1) Calculated in accordance with Rule 457(r) under the Securities Act of 1933, as amended.

(2) In accordance with Rule 457(n), no separate fee is payable with respect to guarantees of the senior notes being registered.

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**Prospectus Supplement**

**(To Prospectus Dated May 11, 2015)**

**\$1,150,000,000**

**PENTAIR FINANCE S.A.**

**\$500,000,000 2.900% Senior Notes due 2018**

**\$400,000,000 3.625% Senior Notes due 2020**

**\$250,000,000 4.650% Senior Notes due 2025**

**Fully and Unconditionally Guaranteed by each of**

**PENTAIR PLC and**

**PENTAIR INVESTMENTS SWITZERLAND GMBH**

Pentair Finance S.A. ( Pentair Finance ) is offering \$500,000,000 aggregate principal amount of 2.900% Senior Notes due 2018 (the 2018 notes ), \$400,000,000 aggregate principal amount of 3.625% Senior Notes due 2020 (the 2020 notes ) and \$250,000,000 aggregate principal amount of 4.650% Senior Notes due 2025 (the 2025 notes and, collectively with the 2018 notes and the 2020 notes, the notes ).

The 2018 notes will bear interest at a rate of 2.900% per year, the 2020 notes will bear interest at a rate of 3.625% per year and the 2025 notes will bear interest at a rate of 4.650% per year, each payable semi-annually on March 15 and September 15 of each year, beginning on March 15, 2016. The interest rate payable on the notes will be subject to adjustment based on certain rating events. See Description of Notes Interest Rate Adjustment of the Notes Based on Certain Rating Events.

Pentair Finance may redeem any of the notes at the redemption prices set forth in this prospectus supplement, plus accrued and unpaid interest to, but excluding, the redemption date. If we experience a change of control triggering event we may be required to offer to purchase the notes from holders. See Description of Notes Change of Control. In addition, any series of notes may be redeemed in whole but not in part, at any time at our option, in the event of certain developments affecting U.S. taxation. See Description of Notes Payment of Additional Amounts and Redemption upon Changes in Withholding Taxes.

The notes are primarily being issued to finance the acquisition of ERICO (as defined in herein). This offering is not contingent upon, and may be settled before, the closing of the ERICO acquisition. If the ERICO acquisition is not consummated on or prior to December 31, 2015 or the merger agreement relating to the acquisition of ERICO is terminated on or prior to December 31, 2015, Pentair Finance will be required to redeem all of the outstanding notes at a redemption price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest, if any, from the date of initial issuance to, but excluding, the Special Mandatory Redemption Date (as defined herein).

The notes will be unsecured and will rank equally with Pentair Finance's other existing and future unsecured and unsubordinated debt. Payment of principal and interest on the notes will be fully and unconditionally guaranteed as to the due and punctual payment of the principal of, premium, if any, and interest and any Additional Amounts (as defined herein), if any, on the notes when and as the same shall become due and payable, whether at maturity, upon redemption or otherwise, by Pentair plc and Pentair Investments Switzerland GmbH (collectively, the Guarantors).

The notes will be issued in minimum denominations of \$2,000 and integral multiples of \$1,000 in excess thereof.

We do not intend to apply for a listing of the notes on any securities exchange or automated quotation system. Currently there is no public market for the notes.

**Investing in the notes involves risks. See Risk Factors beginning on page S-13 of this prospectus supplement for important factors you should consider before investing in the notes.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus supplement or the accompanying prospectus to which it relates is truthful or complete. Any representation to the contrary is a criminal offense.**

	Price to the Public	Underwriting Discounts and Commissions	Proceeds, before expenses, to Pentair Finance <sup>(1)</sup>
Per 2018 note	99.940%	0.400%	99.540%
Total	\$ 499,700,000	\$ 2,000,000	\$ 497,700,000
Per 2020 note	99.891%	0.600%	99.291%
Total	\$ 399,564,000	\$ 2,400,000	\$ 397,164,000
Per 2025 note	99.684%	0.650%	99.034%
Total	\$ 249,210,000	\$ 1,625,000	\$ 247,585,000

(1) Plus accrued interest from September 16, 2015, if settlement occurs after that date.

The underwriters expect to deliver the notes through the book-entry delivery system of The Depository Trust Company and its direct and indirect participants, including Clearstream Banking, *soci t  anonyme*, and Euroclear Bank S.A./N.V., on or about September 16, 2015, which is the fifth business day following the date of this prospectus supplement. Purchasers of the notes should note that trading of the notes may be affected by this settlement date. See Underwriting beginning on page S-47 of this prospectus supplement.

*Joint Book-Running Managers*

**BofA Merrill Lynch  
MUFG**

**Citigroup**

**J.P. Morgan  
US Bancorp**

*Co-Managers*

**HSBC  
Deutsche Bank Securities**

**Wells Fargo Securities  
Santander**

*Junior Co-Managers*

**BBVA Securities  
ANZ Securities  
SMBC Nikko**

**BMO Capital Markets  
Loop Capital Markets**

**BNP PARIBAS**

**ING  
PNC Capital Markets LLC  
The Williams Capital Group, L.P.**

**The date of this prospectus supplement is September 9, 2015.**

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**We have not, and the underwriters have not, authorized any dealer, salesperson or other person to give any information or to make any representation other than those contained or incorporated by reference in this prospectus supplement and the accompanying prospectus. We and the underwriters take no responsibility for, and can provide no assurance as to the reliability of, any other information that others may give you.**

**The information contained in this prospectus supplement and the accompanying prospectus, or incorporated by reference in these documents, is accurate only as of the date of the applicable document. When we deliver this prospectus supplement and the accompanying prospectus or make a sale pursuant to this prospectus supplement and the accompanying prospectus, we are not implying that the information is current as of the date of the delivery or sale.**

**The notes are offered for sale only in those jurisdictions in the United States, Europe, Asia and elsewhere where it is lawful to make such offers. The distribution of this prospectus supplement and the accompanying prospectus and the offering of the notes in certain jurisdictions may be restricted by law. Persons outside the United States who receive this prospectus supplement and the accompanying prospectus must inform themselves about and observe any restrictions relating to the offering of the notes and the distribution of this prospectus supplement and the accompanying prospectus outside the United States. This prospectus supplement and the accompanying prospectus do not constitute an offer to sell or the solicitation of an offer to buy any securities other than the registered securities to which they relate, nor do this prospectus supplement and the accompanying prospectus constitute an offer to sell or the solicitation of an offer to buy securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. See **Underwriting** in this prospectus supplement.**

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**ABOUT THIS PROSPECTUS SUPPLEMENT**

This document has two parts. The first part consists of this prospectus supplement, which describes the specific terms of this offering and the notes offered. The second part, the accompanying prospectus, provides more general information about securities that we may offer, some of which does not apply to this offering. If the description of the offering varies between this prospectus supplement and the accompanying prospectus, you should rely on the information in this prospectus supplement.

Before purchasing any notes, you should carefully read both this prospectus supplement and the accompanying prospectus, together with the additional information described under the heading "Incorporation by Reference" below.

Unless we have indicated otherwise or the context otherwise requires, references in this prospectus supplement to

Pentair are only to Pentair plc, an Irish public limited company, references to we, us and our or similar terms are to Pentair and its consolidated subsidiaries, references to Pentair Investments are to Pentair Investments Switzerland GmbH, a Switzerland limited liability company, and references to Pentair Finance are to Pentair Finance S.A., a Luxembourg public limited liability company (*société anonyme*).

References herein to \$ and dollars are to the currency of the United States. References to and euro are to the lawful currency of the member states of the European Monetary Union that have adopted or that adopt the single currency in accordance with the treaty establishing the European Community, as amended by the Treaty on European Union.

Unless otherwise indicated, the financial information presented in this prospectus supplement has been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

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**INCORPORATION BY REFERENCE**

Pentair, Pentair Finance and Pentair Investments are incorporating by reference specified documents filed with the U.S. Securities and Exchange Commission (the SEC), which means:

incorporated documents are considered part of this prospectus supplement and the accompanying prospectus;

Pentair, Pentair Finance and Pentair Investments are disclosing important information to you by referring you to those documents; and

information filed with the SEC will automatically update and supersede information contained in this prospectus supplement and the accompanying prospectus.

The documents listed below and any future filings Pentair, Pentair Finance and Pentair Investments make with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934, as amended (the Exchange Act), after the date of this prospectus supplement and before the end of the offering of the securities pursuant to this prospectus supplement are incorporated by reference in this prospectus supplement and the accompanying prospectus:

Pentair's Annual Report on Form 10-K for the fiscal year ended December 31, 2014, filed with the SEC on February 24, 2015 (other than Items 7 and 8) (the financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in Pentair's Annual Report on Form 10-K for the year ended December 31, 2014, which is incorporated by reference in this prospectus supplement, have been superseded by the financial statements and Management's Discussion and Analysis of Financial Condition and Results of Operations included in Pentair's Current Report on Form 8-K filed on May 11, 2015);

Pentair's Quarterly Reports on Form 10-Q for the quarterly periods ended March 28, 2015 and June 27, 2015;

The financial statements contained in Item 9.01(a) in Pentair Ltd.'s Current Report on Form 8-K dated September 28, 2012; and

Pentair's Current Report on Form 8-K dated May 5, 2015, May 11, 2015, August 15, 2015, August 28, 2015, September 7, 2015 and September 9, 2015.

Notwithstanding the foregoing, information furnished under Items 2.02 and 7.01 of any Current Report on Form 8-K, including the related exhibits under Item 9.01, is not incorporated by reference in this prospectus supplement and the accompanying prospectus.

You may obtain copies of documents incorporated by reference in this prospectus supplement and the accompanying prospectus, at no cost, by request directed to us at the following address or telephone number:



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Pentair Management Company

5500 Wayzata Boulevard, Suite 800

Golden Valley, Minnesota 55416-1259, U.S.A.

Attention: Secretary

(763) 545-1730

You can also find these filings on our website at [www.pentair.com](http://www.pentair.com). However, we are not incorporating the information on our website other than these filings into this prospectus supplement and the accompanying prospectus.

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**FORWARD-LOOKING STATEMENTS**

Certain statements in this prospectus supplement or the accompanying prospectus or incorporated by reference into this prospectus supplement or the accompanying prospectus are forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995. All statements, other than statements of historical fact, included in this prospectus supplement or the accompanying prospectus or incorporated by reference into this prospectus supplement or the accompanying prospectus are forward-looking statements. Without limitation, any statements preceded or followed by or that include the words targets, plans, believes, expects, intends, will, like, may, anticipates, estimates, projects, should, would, positioned, strategy, future or words, phrases or substance or the negative thereof are forward-looking statements. These forward-looking statements are not guarantees of future performance and are subject to risks, uncertainties, assumptions and other factors, some of which are beyond our control, which could cause actual results to differ materially from those expressed or implied by such forward-looking statements. These factors include, but are not limited to:

our ability to successfully complete the ERICO acquisition on anticipated terms and timetable;

our ability to successfully integrate and achieve the expected benefits of the ERICO acquisition;

risks related to any unforeseen liabilities of ERICO;

our ability to achieve the benefits of planned cost take-out actions;

our ability to successfully identify, complete and integrate other potential acquisitions;

overall global economic and business conditions; competition and pricing pressures in the markets we serve;

the strength of housing and related markets;

volatility in currency exchange rates and commodity prices;

inability to generate savings from excellence in operations initiatives consisting of lean enterprise, supply management and cash flow practices;

increased risks associated with operating foreign businesses;

the ability to deliver backlog and win future project work;

failure of markets to accept new product introductions and enhancements;

our ability to successfully complete the disposition of the remaining portion of the Water Transport business on anticipated terms and timetable;

the impact of changes in laws and regulations, including those that limit U.S. tax benefits;

the outcome of litigation and governmental proceedings; and

the ability to achieve our long-term strategic operating goals.

Additional information concerning these and other factors is contained in our filings with the SEC, including in Pentair's 2014 Annual Report on Form 10-K. All forward-looking statements speak only as of the date of this prospectus supplement, the accompanying prospectus or any document incorporated herein or therein by reference. We assume no obligation, and disclaim any obligation, to update the information contained in this prospectus supplement, the accompanying prospectus or incorporated herein or therein by reference, whether as a result of new information, future events or otherwise.

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**PROSPECTUS SUPPLEMENT SUMMARY**

*This summary highlights key information described in greater detail elsewhere, or incorporated by reference, in this prospectus supplement and the accompanying prospectus. You should read carefully the entire prospectus supplement, the accompanying prospectus and the documents incorporated by reference before making an investment decision.*

**Pentair plc**

Pentair is a focused diversified industrial manufacturing company comprising the following four reporting segments:

*Valves & Controls.* Valves & Controls designs, manufactures, markets and services valves, fittings, automation and controls and actuators for the energy and industrial verticals.

*Flow & Filtration Solutions.* Flow & Filtration Solutions designs, manufactures, markets and services solutions for the toughest filtration, separation, flow and fluid management challenges in agriculture, food and beverage processing, water supply and disposal and a variety of industrial applications.

*Water Quality Systems.* Water Quality Systems designs, manufactures, markets and services innovative water system products and solutions to meet filtration and fluid management challenges in food and beverage, water, swimming pools and aquaculture applications.

*Technical Solutions.* Technical Solutions designs, manufactures, markets and services products that guard and protect some of the world's most sensitive electronics and electronic equipment, as well as heat management solutions designed to provide thermal protection to temperature sensitive fluid applications.

Pentair is an Irish incorporated public limited company and its principal executive offices are located at P.O. Box 471, Sharp Street, Walkden, Manchester, M28 8BU, United Kingdom, and its telephone number at that address is +44-161-703-1885.

**Pentair Investments Switzerland GmbH**

Pentair Investments is a direct wholly-owned subsidiary of Pentair. Pentair Investments is registered and principal office is located at Freier Platz 10, 8200 Schaffhausen, Switzerland, and its telephone number at that address is +41-52-630-48-00. Pentair Investments performs certain finance-related functions, primarily the guarantee of Pentair Finance's senior debt.

**Pentair Finance S.A.**

Pentair Finance is a direct wholly-owned subsidiary of Pentair Investments and an indirect wholly-owned subsidiary of Pentair. Pentair Finance is registered and principal offices are located at 26, boulevard Royal, L-2449 Luxembourg, Luxembourg, and its telephone number at that address is +352-2299995792. Pentair Finance is a holding company established to directly and indirectly own substantially all of the operating subsidiaries of Pentair and to issue debt securities, including the notes. Otherwise, it conducts no independent business.

**Recent Developments**

**Proposed Acquisition of ERICO Global Company**

On August 15, 2015, Pentair entered into a merger agreement with ERICO Global Company ( ERICO ), whereby Pentair will acquire ERICO for \$1.8 billion in cash, including the repayment of ERICO debt. We intend

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to use the net proceeds of this offering, together with the net proceeds of the Additional Financings (as defined below) and, if necessary, borrowings under the committed bridge facility described below to finance this acquisition. See Use of Proceeds. We expect the acquisition of ERICO to close in 2015, subject to certain customary closing conditions.

Based in Solon, Ohio, ERICO is a leading global manufacturer and marketer of superior engineered electrical and fastening products for electrical, mechanical and civil applications. ERICO has 1,200 employees in 30 countries with recognized brands including CADDY® fixing, fastening and support products; ERICO® electrical grounding, bonding and connectivity products; and LENTON® engineered systems. ERICO International Corporation, the operating company for which ERICO is a holding company, had consolidated net sales of approximately \$557 million and consolidated operating income of approximately \$137 million for the year ended December 31, 2014 and consolidated assets of approximately \$305 million as of December 31, 2014.

The closing of the ERICO acquisition is not contingent upon the closing of this offering and this offering is not contingent upon, and may be settled before, the closing of the acquisition of ERICO. See Description of Notes Special Mandatory Redemption.

### **Financing of Proposed Acquisition**

In connection with the proposed acquisition of ERICO, we have entered into a financing commitment letter with various financial institutions, including affiliates of the underwriters, pursuant to which the financial institutions have committed, subject to customary conditions, to arrange or provide bridge financing of up to \$1.8 billion, which we may exercise at our option in order to fund the ERICO acquisition. The amount of the financing available under the commitment letter decreases to the extent that we obtain financing through this offering and any Additional Financings. In addition to this offering, we expect to issue additional debt securities in one or more additional offerings ( Additional Financings ) to provide the remainder of the funds for the ERICO acquisition. Between this offering and the Additional Financings, we may issue debt securities in excess of the \$1.8 billion necessary to complete the ERICO acquisition. In such event, we would use the remainder of the net proceeds from this offering and the Additional Financings, if any, to repay outstanding commercial paper issued by Pentair Finance and for general corporate purposes. Unless we are unable to complete this offering and the Additional Financings as anticipated, we do not expect to borrow under the committed bridge facility. See Use of Proceeds.

Any Additional Financings will be effected pursuant to a separate prospectus supplement or other offering document. This prospectus supplement shall not be deemed an offer to sell or a solicitation of an offer to buy any securities offered in any Additional Financings. There is no assurance that any Additional Financings will be completed or, if completed, on what terms they may be completed. This offering is not contingent upon the closing of any Additional Financings and no Additional Financings will be contingent upon the closing of this offering.

### **Amendments to Revolving Credit Facility**

Pentair Finance is a borrower under an amended and restated credit agreement that provides for a revolving credit facility that had maximum aggregate availability of \$2.1 billion that is guaranteed by Pentair and Pentair Investments. On August 28, 2015 and September 2, 2015, Pentair Finance, Pentair and Pentair Investments entered into amendments to the credit agreement that, among other things, (1) modified the maximum leverage ratio covenant in the credit agreement so that after the closing of the ERICO acquisition the ratio of our consolidated debt to our consolidated EBITDA (as defined in the credit agreement) for the four consecutive fiscal quarters then ended may not exceed 4.50 to 1.00 on the last day of any fiscal quarter ending on or prior to June 30, 2016, with certain quarterly reductions thereafter until the maximum leverage ratio equals 3.50 to 1.00 for any period of four consecutive fiscal quarters ending after June 30, 2017, and (2) increased the maximum availability under the revolving credit facility to

\$2.5 billion.

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**THE OFFERING**

*The following summary contains basic information about the notes and is not intended to be complete. It does not contain all the information that is important to you. For a more complete understanding of the notes, please refer to the sections entitled *Description of Notes* in this prospectus supplement and *Description of Debt Securities and Guarantees of Debt Securities* in the accompanying prospectus.*

Issuer	Pentair Finance S.A., a Luxembourg public limited liability company ( <i>société anonyme</i> ).
Guarantors	Pentair plc, an Irish public limited company, and Pentair Investments Switzerland GmbH, a Swiss limited liability company.
Securities Offered	<p>\$1,150,000,000 in aggregate principal amount of notes, consisting of:</p> <p>\$500,000,000 in principal amount of 2.900% Senior Notes due 2018;</p> <p>\$400,000,000 in principal amount of 3.625% Senior Notes due 2020; and</p> <p>\$250,000,000 in principal amount of 4.650% Senior Notes due 2025.</p>
Initial Offering Price	<p>99.940% per 2018 note.</p> <p>99.891% per 2020 note.</p> <p>99.684% per 2025 note.</p>
Maturity Date	<p>The 2018 notes will mature on September 15, 2018.</p> <p>The 2020 notes will mature on September 15, 2020.</p> <p>The 2025 notes will mature on September 15, 2025.</p>
Interest Payment Dates	



Interest on the notes will be paid semi-annually on March 15 and September 15 of each year, beginning on March 15, 2016.

Interest Rate

The 2018 notes will bear interest at 2.900% per annum from September 16, 2015.

The 2020 notes will bear interest at 3.625% per annum from September 16, 2015.

The 2025 notes will bear interest at 4.650% per annum from September 16, 2015.

Interest Rate Adjustment

The interest rate payable on the notes will be subject to adjustment based on certain rating events. See Description of Notes Interest Rate Adjustment of the Notes Based on Certain Rating Events.

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Additional Amounts

Unless otherwise required by law, none of Pentair Finance, Pentair Investments or Pentair will deduct or withhold from payments made by Pentair Finance, Pentair Investments or Pentair under or with respect to the notes and the guarantees on account of any present or future taxes, duties, levies, imposts, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any Taxing Jurisdiction (as defined in the accompanying prospectus). Subject to certain exceptions, in the event that Pentair Finance, Pentair Investments or Pentair is required to withhold or deduct any amount for or on account of any taxes from any payment made under or with respect to any debt securities or guarantee, as the case may be, Pentair Finance, Pentair Investments or Pentair, as the case may be, will pay such additional amounts ( Additional Amounts ) so that the net amount received by each holder of notes (including Additional Amounts) after such withholding or deduction will equal the amount that such holder would have received if such taxes had not been required to be withheld or deducted. See Description of Notes Payment of Additional Amounts and Redemption upon Changes in Withholding Taxes.

Optional Redemption

For the 2018 notes, at any time, for the 2020 notes, prior to August 15, 2020, and for the 2025 notes, prior to June 15, 2025, Pentair Finance may, at its option, redeem such notes, in whole at any time or in part from time to time, at a price equal to the greater of the principal amount of the notes to be redeemed or a make-whole amount, plus in either case, accrued and unpaid interest, if any, to, but excluding, the redemption date.

For the 2020 notes, on or after August 15, 2020, and for the 2025 notes, on or after June 15, 2025, Pentair Finance may, at its option, redeem such notes, in whole at any time or in part from time to time at a redemption price equal to 100% of the principal amount of the notes to be redeemed, plus accrued and unpaid interest, if any, to, but excluding, the redemption date.

For more detailed information on the calculation of the redemption prices, see Description of Notes Optional Redemption.

Purchase of Notes Upon a Change of Control Triggering Event

Holders of notes will have the right to require Pentair Finance to purchase all or any part of their notes if a Change of Control Triggering Event occurs with respect to the notes. See Description of Notes Change of Control.

Special Mandatory Redemption

The offering is not contingent upon the consummation of the ERICO acquisition but, in the event that the ERICO acquisition is not consummated on or prior to December 31, 2015 or the merger agreement relating to the acquisition of ERICO is terminated on or prior to December 31, 2015, then Pentair Finance will be required to redeem all of the outstanding notes on the Special Mandatory

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Redemption Date (as defined herein) at a redemption price equal to 101% of the principal amount of the notes plus accrued and unpaid interest, if any, from the date of initial issuance to, but excluding, the Special Mandatory Redemption Date. See Description of Notes Special Mandatory Redemption.

Redemption for Tax Reasons

Pentair Finance may redeem all, but not part, of a series of the notes upon the occurrence of specified tax events described under Description of Notes Payment of Additional Amounts and Redemption upon Changes in Withholding Taxes.

Form and Denomination

The notes will be issued in denominations of \$2,000 and integral multiples of \$1,000 in excess thereof. Notes in denominations of less than \$2,000 will not be available. The notes will be issued in book-entry form, represented by one or more global notes deposited with or on behalf of The Depository Trust Company ( DTC ) and registered in the name of the nominee of DTC. Beneficial interests in any of the notes will be shown on, and transfers will be effected only through, records maintained by DTC and their participants, and these beneficial interests may not be exchanged for certificated notes, except in limited circumstances. See Description of Notes Book-Entry, Delivery and Form.

Guarantees

The Guarantors will fully and unconditionally guarantee the due and punctual payment of the principal of, premium, if any, and interest and any Additional Amounts, if any, on the notes when and as the same shall become due and payable, whether at maturity, upon redemption or otherwise.

Ranking

The notes will be unsecured and unsubordinated obligations that rank equally in right of payment with all of Pentair Finance's existing and future unsecured and unsubordinated indebtedness. The guarantees will be unsecured and unsubordinated obligations that rank equally in right of payment with each Guarantor's existing and future unsecured and unsubordinated indebtedness.

Events of Default

For a discussion of events that will permit acceleration of the payment of the principal of and accrued interest on the notes, see Description of Notes Events of Default.

No Established Trading Markets

Each series of notes is a new issue of securities with no established trading markets. The notes will not be listed on any securities exchange or on any automated dealer quotation system. We cannot assure you that

active or liquid trading markets for the notes will develop. If active or liquid trading markets for the notes do not develop, the market prices and liquidity of the notes may be adversely affected.

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Use of Proceeds

We intend to use the net proceeds of this offering and the Additional Financings and, if necessary, borrowings under the committed bridge facility to finance the ERICO acquisition, including the repayment of outstanding ERICO debt, for \$1.8 billion. We intend to use the remainder of the net proceeds from this offering and the Additional Financings, if any, to repay outstanding commercial paper issued by Pentair Finance and for general corporate purposes. See Use of Proceeds.

If the ERICO acquisition is not completed for any reason, we intend to use the net proceeds of this offering and cash on hand to fund the mandatory redemption of all outstanding notes. See Description of Notes Special Mandatory Redemption.

Additional Notes

Pentair Finance may from time to time, without consent of the holders of the notes of any series, issue notes having the same terms and conditions as the notes of such series. Additional notes of any series issued in this manner will form a single series with the notes of such series offered hereby.

Governing Law

New York.

Risk Factors

You should consider carefully all the information set forth herein under Risk Factors and set forth under the caption Risk Factors in our Annual Report on Form 10-K for the year ended December 31, 2014 before investing in the notes.

Trustee and Paying Agent

U.S. Bank National Association.

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The following table sets forth summary consolidated financial data of Pentair plc. This data is derived from Pentair's consolidated audited financial statements for the three fiscal years ended December 31, 2014, December 31, 2013 and December 31, 2012, respectively, and unaudited interim financial statements for the six months ended June 27, 2015 and June 28, 2014, which, in the opinion of management, include all adjustments necessary for a fair statement of the results for the unaudited interim period. This summary financial data is not necessarily indicative of future results and should be read in conjunction with Pentair's consolidated financial statements and related notes included in Pentair's Current Report on Form 8-K dated May 11, 2015 and Pentair's Quarterly Report on Form 10-Q for the quarter ended June 27, 2015, each of which is incorporated by reference in this prospectus supplement and the accompanying prospectus.

	For the Six Months Ended		For the Fiscal Years Ended December 31,		
	June 27, 2015	June 28, 2014	2014	2013	2012 <sup>(1)</sup>
(U.S. \$ in millions)					
<b>Statements of Operations and Comprehensive Income (Loss) Data:</b>					
Net sales	\$ 3,136.2	\$ 3,478.1	\$ 7,039.0	\$ 6,999.7	\$ 4,306.8
Operating income (loss)	389.1	408.5	851.9	742.6	(4.8)
Net income (loss) from continuing operations attributable to Pentair plc	272.1	284.7	607.0	511.7	(81.5)
<b>Balance Sheet Data:</b>					
Total assets	\$ 10,564.7	\$ 11,616.8	\$ 10,655.2	\$ 11,743.3	\$ 11,882.7
Total debt	3,266.2	2,745.1	3,004.1	2,550.4	2,451.6
Total equity	4,552.1	5,718.8	4,663.8	6,217.7	6,487.5
<b>Other Financial Information:</b>					
Net cash provided by (used for) operating activities	\$ 185.5	\$ 414.5	\$ 1,008.4	\$ 927.9	\$ 43.7
Net cash provided by (used for) investing activities	(84.2)	(56.6)	(128.3)	(211.2)	375.6
Net cash provided by (used for) financing activities	(34.9)	(455.4)	(995.1)	(719.1)	(232.3)
Adjusted EBITDA <sup>(2)</sup>	\$ 538.5	\$ 606.7	\$ 1,274.4	\$ 1,177.7	\$ 643.6
Free cash flow <sup>(3)</sup>	\$ 151.4	\$ 360.3	\$ 888.5	\$ 767.3	\$ 315.9

(1) For periods prior to September 28, 2012, the Consolidated Statements of Operations and Comprehensive Income (Loss) and Consolidated Statements of Cash Flows included in the audited consolidated financial statements incorporated by reference in this prospectus supplement and the accompanying prospectus include the historical results of Pentair, Inc. Following the consummation of the reverse acquisition of Pentair Ltd. (formerly Tyco Flow Control International Ltd.) by Pentair, Inc. on September 28, 2012, the consolidated financial statements include the results of Pentair Ltd.

(2) We define Adjusted EBITDA as net income (loss) from continuing operations attributable to Pentair plc before noncontrolling interest, loss (gain) on sale of businesses, loss on early extinguishment of debt,

equity income of unconsolidated subsidiaries, net interest expense, provision (benefit) for income taxes, deal and redomicile related expenses, restructuring and other expenses, inventory step-up and customer backlog, pension and other post-retirement mark-to-market loss (gain), trade name impairment and depreciation and amortization. Adjusted EBITDA is not a measure of performance calculated in accordance with GAAP. Although not prescribed under GAAP, we believe that the presentation of Adjusted EBITDA is relevant and useful because it helps us and our investors to understand our operating performance and makes it easier to compare our results with other companies. Our measure of Adjusted EBITDA may not be comparable to similarly titled measures reported by other companies.



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The following table presents a reconciliation of Adjusted EBITDA:

	For the Six Months Ended		For the Fiscal Years Ended December 31,		
	June 27, 2015	June 28, 2014	2014	2013	2012
	(U.S. \$ in millions)				
Net income (loss) from continuing operations attributable to Pentair plc	\$ 272.1	\$ 284.7	\$ 607.0	\$ 511.7	\$ (81.5)
Noncontrolling interest				5.8	2.6
Loss (gain) on sale of businesses		0.2	0.2	(20.8)	
Loss on early extinguishment of debt					75.4
Equity income of unconsolidated subsidiaries	(1.1)	(0.6)	(1.2)	(2.0)	(2.3)
Net interest expense	36.8	34.0	68.6	70.9	68.2
Provision (benefit) for income taxes	81.3	90.2	177.3	177.0	(67.2)
Deal and redomicile related expenses		10.3	10.3	5.4	82.8
Restructuring and other expenses	25.5	61.1	109.6	119.9	45.4
Inventory step-up and customer backlog	1.5			86.6	157.7
Pension and other post-retirement mark-to-market loss (gain)			49.9	(63.2)	141.7
Trade name impairment				11.0	60.7
Depreciation and amortization	122.4	126.8	252.7	275.4	160.1
Adjusted EBITDA	\$ 538.5	\$ 606.7	\$ 1,274.4	\$ 1,177.7	\$ 643.6

- (3) We define free cash flow as net cash provided by operating activities of continuing operations less capital expenditures plus proceeds from sale of property and equipment and certain other adjustments. Free cash flow is a non-GAAP financial measure that we use to assess our cash flow performance. We believe free cash flow is an important measure of operating performance because it provides us and our investors a measurement of cash generated from operations that is available to pay dividends, make acquisitions, repay debt and repurchase shares. In addition, free cash flow is used as a criterion to measure and pay compensation-based incentives. Our measure of free cash flow may not be comparable to similarly titled measures reported by other companies.

The following table presents a reconciliation of free cash flow:

	For the Six Months Ended		For the Fiscal Years Ended December 31,		
	June 27, 2015	June 28, 2014	2014	2013	2012
	(U.S. \$ in millions)				
Net cash provided by operating activities of continuing operations	\$ 195.1	\$ 417.2	\$ 1,005.0	\$ 931.3	\$ 65.9

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Capital expenditures	(66.8)	(59.6)	(129.6)	(170.0)	(94.5)
Proceeds from sale of property and equipment	23.1	2.7	13.1	6.0	5.5
Other adjustments <sup>(a)</sup>					339.0
Free cash flow	\$ 151.4	\$ 360.3	\$ 888.5	\$ 767.3	\$ 315.9

(a) 2012 free cash flow is adjusted to exclude accelerated pension funding of \$193 million, deal-related payments of \$126 million and repositioning payments of \$20 million.

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**RISK FACTORS**

*Before you invest in the notes, you should consider the factors set forth below, together with all of the other information contained or incorporated by reference in this prospectus supplement and the accompanying prospectus, including the risk factors set forth under the heading **Risk Factors** in our most recent Annual Report on Form 10-K for the year ended December 31, 2014, as well as any of our subsequently filed quarterly or current reports. If any of the following risks and uncertainties develops into actual events, our business, financial condition, results of operations or cash flows could be materially adversely affected. In that case, the trading price of the notes could decline and you may lose all or part of your investment.*

**Risks Relating to the ERICO Acquisition**

*We may not realize the anticipated benefits of the ERICO acquisition and any benefit may take longer to realize than we expect.*

The ERICO acquisition involves the integration of ERICO's operations with our existing operations, and there are uncertainties inherent in such an integration. We will be required to devote significant management attention and resources to integrating ERICO's operations. Delays or unexpected difficulties in the integration process could adversely affect our business, financial results and financial condition. Even if we are able to integrate ERICO's operations successfully, this integration may not result in the realization of the full benefits of revenue synergies, cost savings and operational efficiencies that we expect or the achievement of these benefits within a reasonable period of time. In addition, we may have not discovered during the due diligence process, and we may not discover prior to closing, all factors regarding ERICO that could produce unintended and unexpected consequences for us. Undiscovered factors could result in us incurring financial liabilities, which could be material, and in us not achieving the expected benefits from the ERICO acquisition within our desired time frames, if at all.

*Increased leverage may harm our financial condition and results of operations.*

As of June 27, 2015, we had \$3,266.2 million of total debt on a consolidated basis. We expect our indebtedness to increase materially in connection with our acquisition of ERICO. In addition to the notes offered hereby, Pentair Finance expects to complete one or more Additional Financings to fund the ERICO acquisition, and, to the extent funds from this offering or the Additional Financings are not available, borrow up to \$1,800 million under its committed bridge facility. We and our subsidiaries may incur additional indebtedness in the future and, subject to limitations on the amount of secured indebtedness we may incur as described under **Description of Notes**, the indenture that will govern the notes will not restrict us from incurring indebtedness in the future. This increase and any future increase in our level of indebtedness will have several important effects on our future operations, including, without limitation:

we will have additional cash requirements in order to support the payment of interest on our outstanding indebtedness;

increases in our outstanding indebtedness and leverage may increase our vulnerability to adverse changes in general economic and industry conditions, as well as to competitive pressure;

our ability to obtain additional financing for working capital, capital expenditures, general corporate and other purposes may be reduced;

our flexibility in planning for, or reacting to, changes in our business and our industry may be reduced; and

our flexibility to make acquisitions and develop technology may be limited.

Our ability to make payments of principal and interest on our indebtedness, including the notes, depends upon our future performance, which will be subject to general economic conditions and financial, business and

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other factors affecting our consolidated operations, many of which are beyond our control. If we are unable to generate sufficient cash flow from operations in the future to service our debt and meet our other cash requirements, we may be required, among other things:

to seek additional financing in the debt or equity markets;

to refinance or restructure all or a portion of our indebtedness, including the notes;

to sell selected assets or businesses; or

to reduce or delay planned capital or operating expenditures.

Such measures might not be sufficient to enable us to service our debt and meet our other cash requirements, including the notes. In addition, any such financing, refinancing or sale of assets might not be available at all or on economically favorable terms.

## **Risks Relating to the Notes**

***Pentair Finance, Pentair and Pentair Investments are responsible for indebtedness other than the notes and guarantees offered hereby.***

Pentair Finance, Pentair and Pentair Investments are responsible for indebtedness other than the notes offered hereby. Pentair Finance is a borrower under its revolving credit facility, under which there was \$12.5 million of borrowings as of June 27, 2015, and, to the extent availability exists under the revolving credit facility, sells short-term commercial paper. As of June 27, 2015, Pentair Finance had \$1,248.4 million in commercial paper outstanding resulting in the ability to borrow an additional \$839.1 million under its revolving credit facility, or \$1,239.1 million after giving effect to the amendments recently made to the revolving credit facility. As of June 27, 2015, Pentair Finance also had outstanding \$1,873.0 million aggregate principal amount of senior notes and Pentair, Inc., a wholly-owned, indirect subsidiary of Pentair Finance, Pentair and Pentair Investments, had outstanding \$127.0 million aggregate principal amount of senior notes. In addition, Pentair and Pentair Investments are guarantors of the revolving credit facility and guarantors of the payment of principal and interest on the \$1,873.0 million aggregate principal amount of Pentair Finance's outstanding senior notes and the \$127.0 million aggregate principal amount of Pentair, Inc.'s outstanding senior notes. In addition to this offering, it is expected that Pentair Finance will issue additional debt securities in one or more Additional Financings, which debt securities will be guaranteed as to the payment of principal and interest by Pentair and Pentair Investments. In the event that this offering or the Additional Financings are not completed as anticipated, we expect to borrow up to \$1,800 million of additional funds under our committed bridge facility to fund the ERICO acquisition.

***We cannot assure you that active trading markets for the notes will develop.***

Each series of notes is a new issue of securities with no established trading markets and Pentair Finance does not intend to list them on any securities exchange or automated quotation system. We have been informed by the underwriters that they intend to make markets in the notes after the offering is completed. However, the underwriters have no obligation to do so and may cease their market making at any time. In addition, such market-making activity

will be subject to limits imposed by the Securities Act of 1933, as amended (the Securities Act ) and the Exchange Act. Additionally, the liquidity of the trading markets in the notes, and the market prices quoted for the notes, may be adversely affected by changes in the overall market for fixed income securities and by changes in our financial performance or prospects or in the prospects for companies in our industries generally. As a result, you cannot be sure that active trading markets for the notes will develop. If no active trading markets develop, you may not be able to resell your notes at their fair market value or at all.

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***The notes do not restrict our ability to incur additional debt, repurchase our securities or take other actions that could adversely affect holders of the notes. In addition, the restrictions in the indenture on our ability to grant liens and enter into sale and lease-back transactions are subject to significant exceptions.***

We are not restricted under the terms of the notes from incurring additional debt or repurchasing our securities. The terms of the indenture will limit our ability to secure additional debt and enter into sale and lease-back transactions. However, these limitations will be subject to numerous exceptions, which, among other things, permit us to engage in certain permitted securitization transactions and grant liens securing certain indebtedness. The notes are unsecured and are effectively subordinated to any existing or future secured indebtedness of Pentair Finance, Pentair and Pentair Investments.

In addition, the limited covenants applicable to the notes do not require us to achieve or maintain any minimum financial results relating to our financial position or results of operations or debt ratings. Our ability to recapitalize, incur additional debt and take a number of other actions that are not limited by the terms of the notes could have the effect of diminishing our ability to make payments on the notes when due.

***Each of Pentair Finance, Pentair and Pentair Investments will depend on its respective subsidiaries for funds to meet its obligations under the notes and guarantees. The notes and the guarantees will be effectively subordinated to all existing and future liabilities of Pentair's and Pentair Finance's subsidiaries.***

Pentair is a holding company established to own directly and indirectly substantially all of our operating and other subsidiaries. Pentair Investments is a holding company established to perform certain finance-related functions, primarily the guarantee of Pentair Finance's debt. Pentair Finance is a holding company formed to own directly and indirectly substantially all of our operating and other subsidiaries and to issue debt securities, including the notes. Pentair's and Pentair Investments' principal source of cash flow, including cash flow to make payments on the notes pursuant to the guarantees, is dividends from their subsidiaries. Pentair Finance's principal source of cash flow is interest income from our subsidiaries. None of the subsidiaries of Pentair Finance, Pentair or Pentair Investments are under any direct obligation to pay or otherwise fund amounts due on the notes or the guarantees, whether in the form of dividends, distributions, loans or other payments. In addition, there may be statutory and regulatory limitations on the payment of dividends from certain subsidiaries of Pentair Finance, Pentair or Pentair Investments. If such subsidiaries are unable to transfer funds to Pentair Finance, Pentair or Pentair Investments and sufficient cash or liquidity is not otherwise available, Pentair Finance, Pentair or Pentair Investments may not be able to make principal and interest payments on their outstanding debt, including the notes or the guarantees.

In addition, Pentair Finance's, Pentair's and Pentair Investments' right to receive any assets of any of their respective subsidiaries upon their bankruptcy, liquidation or reorganization, and therefore the right of the holders of the notes to participate in those assets under the terms of the notes or pursuant to the guarantees, will be effectively subordinated to the claims of that subsidiary's creditors, including trade creditors. As of June 27, 2015, the aggregate outstanding liabilities of Pentair Finance's subsidiaries to which the notes and the guarantees were structurally subordinated was \$2,800.8 million, including \$144.5 million of debt. Even if Pentair Finance, Pentair or Pentair Investments were a creditor of any of its respective subsidiaries, its right as a creditor would be subordinate to any security interest in the assets of such subsidiaries and any indebtedness of such subsidiaries senior to that held by it.

***Pentair Finance may not be able to repurchase the notes upon a change of control triggering event.***

Upon the occurrence of a change of control event that constitutes a Change of Control Triggering Event as described under Description of Notes Change of Control, each holder of notes will have the right to require Pentair Finance to repurchase all or any part of such holder's notes at a price equal to 101% of their principal amount, plus accrued and

unpaid interest, if any, to, but excluding, the repurchase date. Additionally, upon occurrence of certain events that would constitute a Change of Control Triggering Event each holder of other

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senior notes issued by Pentair Finance will have the right to require Pentair Finance to repurchase all or any part of such holder's notes at a price equal to 101% of their principal amount, plus accrued and unpaid interest, if any, to, but excluding, the repurchase date. If we experience such an event, there can be no assurance that Pentair Finance would have sufficient financial resources available to satisfy its obligation to repurchase the notes and the other senior notes. Pentair Finance's failure to repurchase the notes as required under the respective indentures governing the notes and the other senior notes would result in a default under the indenture, which could have material adverse consequences for us and the holders of the notes. See Description of Notes Change of Control. Additionally, certain events that would constitute a Change of Control Triggering Event would constitute an event of default under the revolving credit facility that would, if it should occur, permit the lenders to accelerate the debt outstanding under such revolving credit facility and that, in turn, would cause an event of default under the indenture that will govern the notes.

***Pentair Finance may not be able to redeem any or all of the notes in the event of a Special Mandatory Redemption.***

If our acquisition of ERICO has not been completed by December 31, 2015, or if prior to that date the merger agreement is terminated other than in connection with the consummation of the acquisition and is not otherwise amended or replaced, Pentair Finance will be obligated to redeem all of the notes at a redemption price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest to, but excluding, the Special Mandatory Redemption Date. See Description of Notes Special Mandatory Redemption. Pentair Finance is not obligated to place the proceeds of the notes in an escrow prior to the completion of the acquisition or to provide a security interest in those proceeds, and there are no other restrictions on our use of these proceeds during such time. Accordingly, Pentair Finance will need to fund any Special Mandatory Redemption (as defined herein) using proceeds that we have voluntarily retained or from other sources of liquidity. In the event of a Special Mandatory Redemption, Pentair Finance may not have sufficient funds to redeem any or all of the notes.

***If we do not consummate the acquisition of ERICO on or before December 31, 2015, or the merger agreement is terminated on or before December 31, 2015, Pentair Finance must redeem the notes and, as a result, you may not obtain your expected return on the notes.***

Our ability to consummate the acquisition of ERICO is subject to various conditions, certain of which are beyond our control. Pentair Finance is required to redeem all of the notes in the event that we do not consummate the acquisition of ERICO on or before December 31, 2015, or the merger agreement is terminated at any time on or before such date, at a redemption price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest to but excluding the Special Mandatory Redemption Date. See Description of Notes Special Mandatory Redemption. If Pentair Finance is required to redeem the notes pursuant to the Special Mandatory Redemption, you may not obtain your expected return on the notes and may not be able to reinvest the proceeds from a Special Mandatory Redemption in an investment that results in a comparable return.

Your decision to invest in the notes is made at the time of the offering of the notes. You will have no rights under the Special Mandatory Redemption provision as long as the ERICO acquisition closes within the specified timeframe, nor will you have any right to require us to redeem your notes if, between the closing of the notes offering and the closing of the ERICO acquisition, we experience any changes in our business or financial condition or if the terms of the ERICO acquisition change.

***It may not be possible to enforce U.S. judgments in Ireland.***

It may not be possible to enforce court judgments obtained in the United States against Pentair (or its directors or officers) in Ireland, whether based on the civil liability provisions of the U.S. federal or state securities laws or otherwise. We have been advised that the United States currently does not have a treaty with Ireland providing for the

reciprocal recognition and enforcement of judgments in civil matters. Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based solely on U.S. federal or state securities laws, would be enforced to the extent described under

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Enforcement of Civil Liabilities Ireland in the accompanying prospectus but would not be automatically enforceable in Ireland. In addition, Irish courts would be unlikely to entertain actions against us or those persons based on those laws.

***Irish laws differ from the laws in effect in the United States and may afford less protection to holders of our securities.***

As an Irish company, Pentair is governed by Irish company law (principally, the Irish Companies Act 2014 (the Companies Act 2014)). Irish company law differs in some material respects from laws generally applicable to U.S. corporations and shareholders, including, among others, differences relating to interested director and officer transactions and shareholder lawsuits. Likewise, the duties of directors and officers of an Irish company generally are owed to the company only. Shareholders of Irish companies generally do not have a personal right of action against directors or officers of the company and may exercise such rights of action on behalf of the company only in limited circumstances. Accordingly, holders of Pentair's securities may have more difficulty protecting their interests than would holders of securities of a corporation incorporated in a jurisdiction of the United States.

***If Pentair is unable to pay its debts, an examiner may be appointed under Irish law to oversee its operations.***

If Pentair is unable, or likely to be unable, to pay its debts, an examiner may be appointed to oversee its operations and to facilitate its survival and the whole or any part of its business by formulating proposals for a compromise or scheme of arrangement. If an examiner is appointed to Pentair, a protection period, not exceeding 100 days, will be imposed so that the examiner can formulate and implement its proposals for a compromise or scheme of arrangement. During the protection period, any enforcement action by a creditor is prohibited. In addition, any company to which an examiner has been appointed would be prohibited from paying any debts existing at the time of the presentation of the petition to appoint an examiner. The appointment of an examiner may restrict the ability of Pentair to make timely payments under its guarantee and holders may be unable to enforce their rights under the guarantee. During the course of examinership, holders' rights under the Pentair guarantee may be affected by the examiner's exercise of its powers, for example, repudiate a restriction or prohibition on further borrowings or the creation of a security interest.

Further, a scheme of arrangement may be approved involving the writing down of the debt due by Pentair to the holders of the notes irrespective of their views. In the event that a scheme of arrangement is not approved and Pentair subsequently goes into liquidation, the examiner's remuneration and expenses (including certain borrowings incurred by the examiner on behalf of Pentair and approved by the Irish High Court) and the claims of certain other creditors (including the Irish Revenue Commissioners for certain unpaid taxes) will take priority over the amounts due by Pentair to the holders of the notes in accordance with the Companies Act 2014 and, where applicable, the Rules of the Superior Courts of Ireland.

***Luxembourg laws differ from the laws in effect in the United States and may afford less protection to holders of our securities, including the notes.***

Pentair Finance is organized under the laws of Luxembourg. It may not be possible to enforce court judgments obtained in the United States against us or against Pentair Finance in Luxembourg based on the civil liability provisions of the U.S. federal or state securities laws. In addition, there is some uncertainty as to whether the courts of Luxembourg would recognize or enforce judgments of U.S. courts obtained against us or our directors or officers or the directors or officers of Pentair Finance based on the civil liability provisions of the U.S. federal or state securities laws or hear actions against us or those persons based on those laws. We have been advised that the United States currently does not have a treaty with Luxembourg providing for the reciprocal recognition and enforcement of judgments in civil and commercial matters. Therefore, a final judgment for the payment of money rendered by any U.S. federal or state court based on civil liability, whether or not based solely on U.S. federal or state securities laws,

would not automatically be enforceable in Luxembourg.

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Due to the nature of Luxembourg's insolvency laws, the ability of the holders of the notes to protect their interests may be more limited than would be the case under U.S. bankruptcy laws. In the event of a winding up of Pentair Finance, the notes will be paid after payment of all secured debts, the cost of liquidation and certain debts of Pentair Finance that are entitled to priority under Luxembourg law. Such preferential debts include the following:

money owed to Luxembourg tax authorities, for example, in respect of income tax deducted at the source;

value-added tax and certain other taxes and duties owed to Luxembourg Customs and Excise;

social security contributions; and

remuneration owed to employees.

If the bankruptcy administrator can show that preference has been given to any person by defrauding rights of creditors generally, regardless of when the transaction giving fraudulent preference to a party occurred, or if certain abnormal transactions have been effected during a relevant suspect period of six months plus ten days prior to the date of bankruptcy, a court has the power, among other things, to void the preferential or abnormal transaction. This provision of Luxembourg insolvency law may affect transactions entered into or payments made by Pentair Finance during the period before liquidation or administration.

***Swiss laws differ from the laws in effect in the United States and may afford less protection to holders of our securities, including the guarantees.***

Pentair Investments is a limited liability company incorporated under the laws of Switzerland. It may not be possible in Switzerland to enforce court judgments obtained in the United States against Pentair Investments based on the civil liability provisions of the federal or state securities laws of the United States. As a result, in a lawsuit based on the civil liability provisions of the U.S. federal or state securities laws, U.S. investors may find it difficult to:

effect service within the United States upon it or its directors and officers located outside the United States;

enforce judgments obtained against those persons in U.S. courts or in courts in jurisdictions outside the United States; and

enforce against those persons in Switzerland, whether in original actions or in actions for the enforcement of judgments of U.S. courts, civil liabilities based solely upon the U.S. federal or state securities laws.

Original actions against persons in Switzerland based solely upon the U.S. federal or state securities laws are governed, among other things, by the principles set forth in the Swiss Federal Act on International Private Law. This statute provides that the application of provisions of non-Swiss law by the courts in Switzerland shall be precluded if the result would be incompatible with Swiss public policy. Also, mandatory provisions of Swiss law may be applicable regardless of any other law that would otherwise apply.

Switzerland and the United States do not have a treaty providing for reciprocal recognition of and enforcement of judgments in civil and commercial matters. The recognition and enforcement in Switzerland of a judgment of the courts of the United States is governed by the principles set forth in the Swiss Federal Act on Private International Law. This statute provides in principle that a judgment rendered by a non-Swiss court may be enforced in Switzerland only if:

the foreign court had jurisdiction pursuant to the Swiss Federal Act on Private International Law;

the judgment of such foreign court has become final and non-appealable;

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the judgment does not contravene Swiss public policy;

the court procedures and the service of documents leading to the judgment were in accordance with the due process of law; and

no proceeding involving the same position and the same subject matter was first brought in Switzerland, or adjudicated in Switzerland, or that it was earlier adjudicated in a third state and this decision is recognizable in Switzerland.

***Our credit ratings may not reflect all risks of your investment in the notes.***

The credit ratings assigned to the notes are limited in scope, and do not address all material risks relating to an investment in the notes, but rather reflect only the view of each rating agency at the time the rating is issued. There can be no assurance that such credit ratings will remain in effect for any given period of time or that a rating will not be lowered, suspended or withdrawn entirely by the applicable rating agencies, if, in such rating agency's judgment, circumstances so warrant. Credit ratings are not a recommendation to buy, sell or hold any security. Each agency's rating should be evaluated independently of any other agency's rating. Actual or anticipated changes or downgrades in our credit ratings, including any announcement that our ratings are under further review for a downgrade, could affect the market value of the notes and increase our corporate borrowing costs. In particular, on August 17, 2015, following Pentair's announcement of the ERICO acquisition, Moody's Investors Service, Inc. placed all ratings of Pentair Finance under review for a downgrade while Standard & Poor's Ratings Services affirmed all of its ratings of Pentair and revised the rating outlook from stable to negative.

***Pentair Finance and the holders may be adversely affected by FATCA regulations due to the costs to comply with the FATCA tax compliance and to the 30% withholding tax exposure.***

On March 28, 2014, the governments of the United States and the Grand Duchy of Luxembourg signed an inter-governmental agreement (the "IGA") in the form of a Model 1 agreement. A memorandum of understanding was also issued. The IGA is subject to ratification by Luxembourg's parliament and implementation of the IGA will be through Luxembourg's domestic legislative procedure. On March 6, 2015, the Luxembourg Government adopted a Bill of law for the implementation of the IGA into Luxembourg law (the "Luxembourg IGA Legislation"). The text, which was published on March 27, 2015, will have to be adopted by the Luxembourg parliament with a written notification thereof to the United States before it can enter into force. To date, the final text of the Luxembourg IGA Legislation as well as the date in which such legislation will enter into force are still not known. It is therefore not possible to make a final assessment of the requirements that FATCA provisions will place upon Pentair Finance.

FATCA provisions may imply a 30% withholding tax for Pentair Finance unless Pentair Finance complies with certain obligations (registration with the U.S. Internal Revenue Service and reporting of information). Pentair Finance will attempt to comply with any obligation imposed by FATCA provisions and the IGA to avoid the imposition of the 30% withholding tax. However, no assurance can be given that Pentair Finance will be able to satisfy these obligations. If Pentair Finance becomes subject to a withholding tax as a result of Pentair Finance not complying with FATCA obligations, the value of the notes held by all holders may be materially affected.

Pentair Finance and the holders may be adversely affected by FATCA regulations due to the costs to comply with the FATCA tax compliance and to the 30% withholding tax exposure.





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**USE OF PROCEEDS**

We estimate that the net proceeds from this offering will be approximately \$1,140.7 million after deducting underwriting discounts and commissions and estimated offering expenses.

We intend to use the net proceeds of this offering and the Additional Financings and, if necessary, any borrowings under the committed bridge facility to finance the ERICO acquisition, including the repayment of outstanding ERICO debt, for \$1.8 billion. We intend to use the remainder of the net proceeds from this offering and the Additional Financings, if any, to repay outstanding commercial paper issued by Pentair Finance and for general corporate purposes. As of June 27, 2015, Pentair Finance had \$1,248.4 million of commercial paper outstanding with a weighted average interest rate of 0.895% and a weighted average maturity of 59.3 days.

If the ERICO acquisition is not completed for any reason, we intend to use the net proceeds of this offering and cash on hand to fund the mandatory redemption of all outstanding notes. See Description of Notes Special Mandatory Redemption. Pending any such use, we intend to invest the net proceeds in short-term interest-bearing accounts, securities or similar investments. This offering and the Additional Financings are not contingent on the closing of the ERICO acquisition, and there can be no assurance that we will consummate the ERICO acquisition.

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The following table presents our capitalization as of June 27, 2015:

on an unaudited actual basis;

on an as adjusted basis to give effect to this offering;

on an as further adjusted basis to give effect to the Additional Financings in an aggregate principal amount equal to \$1,800 million less the net proceeds from this offering; and

on an as further adjusted basis to give effect to this offering, the Additional Financings and the use of the net proceeds as described under Use of Proceeds.

This table should be read in conjunction with the financial information incorporated by reference into this prospectus supplement and the consolidated financial statements for Pentair and accompanying notes incorporated by reference in this prospectus supplement.

	Actual	As Adjusted for the Offering <sup>(1)</sup>	As of June 27, 2015 As Further Adjusted for the Additional Financings <sup>(1)</sup>	As Further Adjusted for the Use of Proceeds <sup>(1)</sup>
	(U.S. \$ in millions)			
Cash and cash equivalents	\$ 147.3	\$ 1,288.0	\$ 1,947.3	\$ 147.3
Long-term Debt:				
Commercial paper	\$ 1,248.4	\$ 1,248.4	\$ 1,248.4	\$ 1,248.4
Revolving credit facilities	12.5	12.5	12.5	12.5
Existing senior notes	2,000.0	2,000.0	2,000.0	2,000.0
Additional Financings			659.3	659.3
Notes offered hereby		1,150.0	1,150.0	1,150.0
Total long-term debt	\$ 3,260.9	\$ 4,410.9	\$ 5,070.2	\$ 5,070.2
Total equity	\$ 4,552.1	\$ 4,552.1	\$ 4,552.1	\$ 4,552.1
Total capitalization	\$ 7,813.0	\$ 8,963.0	\$ 9,622.3	\$ 9,622.3

- (1) In the event that we are unable to consummate the Additional Financings, we intend to borrow under our \$1.8 billion committed bridge facility to obtain any additional funds needed to complete the ERICO acquisition.

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**RATIO OF EARNINGS TO FIXED CHARGES OF PENTAIR PLC  
AND ITS CONSOLIDATED SUBSIDIARIES**

The following table sets forth information regarding our ratio of earnings to fixed charges for the periods shown. For purposes of determining the ratio of earnings to fixed charges, earnings consist of income (loss) from continuing operations before income taxes (excluding undistributed equity earnings) and noncontrolling interest, fixed charges and amortization of capitalized interest. Fixed charges consist of interest expense (before interest is capitalized), amortization of debt premiums and discounts, capitalized expenses related to indebtedness, and one-third of rent expense, which represents an appropriate interest factor on operating leases. Fixed charges represent amounts relating to continuing operations.

	<b>Six Months Ended June 27, 2015</b>	<b>2014</b>	<b>2013</b>	<b>Years Ended December 31,</b>		
				<b>2012</b>	<b>2011</b>	<b>2010</b>
Ratios of earnings to fixed charges	8.0x	8.9x	7.9x	(1)	1.6x	6.8x

(1) For the year ended December 31, 2012, fixed charges exceeded earnings by \$148 million.

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**DESCRIPTION OF NOTES**

The notes will be issued under an indenture among Pentair Finance S.A., as issuer, Pentair plc, as guarantor, Pentair Investments Switzerland GmbH, as guarantor, and U.S. Bank National Association, as trustee (the **Trustee**), as supplemented by a supplemental indenture in respect of each series of notes to be dated as of the closing date of this offering (such indenture, as so supplemented by the applicable supplemental indenture, the **Indenture**). The Indenture is subject to, and is governed by, the Trust Indenture Act of 1939, as amended (the **Trust Indenture Act**). You are urged to read the form of notes and the Indenture because they, not the summaries below, define your rights. You may obtain a copy of the Indenture as described under **Incorporation by Reference**.

References to the **Issuer** or **Pentair Finance** are to Pentair Finance S.A., the issuer of the notes, and references to **Pentair Finance** in this description do not, unless the context otherwise indicates, include any of its subsidiaries. References to **Parent** or **Pentair** in this description refer to Pentair plc, not including its subsidiaries. References to **Pentair Investments** in this description refer to Pentair Investments Switzerland GmbH, not including its subsidiaries. References to the **Guarantors** in this description refer to Pentair and Pentair Investments. Capitalized terms used but not defined in this section have the respective meanings set forth in the Indenture.

The following description of certain material terms of the notes offered hereby does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the Indenture, including definitions therein of certain terms. This description adds information to the description of the general terms and provisions of the debt securities set forth in **Description of Debt Securities and Guarantees of Debt Securities** in the accompanying prospectus, and each series of notes is a series of debt securities. To the extent this summary differs from the summary in the accompanying prospectus, you should rely on the description in this prospectus supplement.

**General**

The Issuer will issue a total of \$500,000,000 initial aggregate principal amount of its 2018 notes, which will mature on September 15, 2018, \$400,000,000 initial aggregate principal amount of its 2020 notes, which will mature on September 15, 2020, and \$250,000,000 initial aggregate principal amount of its 2025 notes, which will mature on September 15, 2025.

The notes will be issuable in whole in the registered form of one or more global securities, and the depository for such global securities will be The Depository Trust Company, New York, New York. Each series of notes will be issuable in denominations of \$2,000 or any integral multiple of \$1,000 in excess thereof.

Except as provided below, the notes will not be subject to redemption, repurchase or repayment at the option of any holder thereof, upon the occurrence of any particular circumstances or otherwise. The notes will not have the benefit of any sinking fund. The notes are not convertible into shares of common stock or other securities of the Issuer or the Guarantors.

**Ranking**

The notes will be unsecured and unsubordinated obligations and will rank equally in right of payment with all of the Issuer's other unsecured and unsubordinated debt. The guarantees will be unsecured and unsubordinated obligations and will rank equally in right of payment with each Guarantor's existing and future unsecured and unsubordinated indebtedness. As described under **Guarantees**, the notes will be fully and unconditionally guaranteed by Pentair and Pentair Investments. The notes will not be guaranteed by, and therefore will not constitute obligations of, Pentair Finance's subsidiaries or Pentair Investments or Pentair's subsidiaries other than Pentair Finance. Creditors of Pentair

Finance s subsidiaries are entitled to a claim on the assets of those subsidiaries. Consequently, in the event of a liquidation or reorganization of such a subsidiary,

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creditors of such subsidiary are likely to be paid in full before any distribution is made to Pentair Finance and holders of its debt securities (including the notes), except to the extent that Pentair Finance is itself recognized as a creditor of that subsidiary, in which case Pentair Finance's claims would still be subordinate to any security interests in the assets of the subsidiary and any debt of the subsidiary senior to that held by Pentair Finance. As of June 27, 2015, Pentair Finance's subsidiaries had approximately \$2,800.8 million of liabilities, including indebtedness, outstanding. ERICO and its subsidiaries also have substantial liabilities, all of which will be structurally senior to the notes.

The Indenture does not limit the amount of debt securities that can be issued thereunder and provides that debt securities of any series may be issued thereunder up to the aggregate principal amount that the Issuer may authorize from time to time. The Indenture also does not limit the amount of other unsecured indebtedness or securities that the Issuer may issue.

As of June 27, 2015, Pentair Finance had \$3,121.4 million of indebtedness outstanding, none of which was secured. As of such date (i) after giving effect to this offering, Pentair Finance would have had \$4,271.4 million of indebtedness outstanding and (ii) after giving further effect to this offering and the Additional Financings or borrowings under the committed bridge facility in an aggregate principal amount equal to \$1,800 million to fund the ERICO Acquisition (as defined below) and the use of the net proceeds thereof as described under Use of Proceeds, Pentair Finance would have had \$4,930.7 million of indebtedness outstanding. The closing of any Additional Financings is not contingent upon the closing of this offering and this offering is not contingent upon the closing of any Additional Financings. See Recent Developments Financing of Proposed Acquisition and Capitalization.

**Interest**

The 2018 notes will bear interest at a rate of 2.900% per year, subject to adjustment as described below under Interest Rate Adjustment of the Notes Based on Certain Rating Events. The 2020 notes will bear interest at a rate of 3.625% per year, subject to adjustment as described below under Interest Rate Adjustment of the Notes Based on Certain Rating Events. The 2025 notes will bear interest at a rate of 4.650% per year, subject to adjustment as described below under Interest Rate Adjustment of the Notes Based on Certain Rating Events. The date from which interest will accrue on each series of notes will be September 16, 2015, or the most recent interest payment date to which interest has been paid or provided for. The interest payment dates for each series of notes will be March 15 and September 15 of each year, beginning on March 15, 2016. Interest will be payable on each interest payment date to the holders of record at the close of business on the March 1 or September 1 immediately prior to the applicable interest payment date. Interest on the notes will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

**Interest Rate Adjustment of the Notes Based on Certain Rating Events**

The Indenture provides that the interest rate payable on each series of notes will be subject to adjustment from time to time if either Moody's (as defined below) or S&P (as defined below) (or, if applicable, a nationally recognized statistical rating organization within the meaning of Section 3(a)(62) under the Exchange Act selected by the Issuer under the Indenture, as a replacement for Moody's or S&P, or both, as the case may be (each, a Substitute Rating Agency)) downgrades (or subsequently upgrades) its rating assigned to the notes, as set forth below. Each of Moody's, S&P and any Substitute Rating Agency is an Interest Rate Rating Agency, and together they are Interest Rate Rating Agencies.

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If the rating of a series of the notes from one or both of Moody's or S&P (or, if applicable, any Substitute Rating Agency) is decreased to a rating set forth in either of the immediately following tables, the interest rate on the notes of such series will increase from the interest rate set forth on the cover page of this prospectus supplement by an amount equal to the sum of the percentages per annum set forth in the following tables opposite those ratings:

<b>Moody's Rating*</b>	<b>Percentage</b>
Ba1	0.25%
Ba2	0.50%
Ba3	0.75%
B1 or below	1.00%

  

<b>S&amp;P Rating*</b>	<b>Percentage</b>
BB+	0.25%
BB	0.50%
BB-	0.75%
B+ or below	1.00%

\* Including the equivalent ratings of any Substitute Rating Agency therefor.

For purposes of making adjustments to the interest rate on the notes of any series, the following rules of interpretation will apply:

- (1) if at any time less than two Interest Rate Rating Agencies provide a rating on the notes for reasons not within our control (i) the Issuer will use commercially reasonable efforts to obtain a rating on the notes from a Substitute Rating Agency for purposes of determining any increase or decrease in the interest rate on the notes pursuant to the tables above, (ii) such Substitute Rating Agency will be substituted for the last Interest Rate Rating Agency to provide a rating on the notes but which has since ceased to provide such rating, (iii) the relative ratings scale used by such Substitute Rating Agency to assign ratings to senior unsecured debt will be determined in good faith by an independent investment banking institution of national standing appointed by the Issuer and, for purposes of determining the applicable ratings included in the applicable table above with respect to such Substitute Rating Agency, such ratings shall be deemed to be the equivalent ratings used by Moody's or S&P, as applicable, in such table, and (iv) the interest rate on the notes will increase or decrease, as the case may be, such that the interest rate equals the interest rate with respect to the notes set forth on the cover page of this prospectus supplement plus the appropriate percentage, if any, set forth opposite the rating from such Substitute Rating Agency in the applicable table above (taking into account the provisions of clause (iii) above) (plus any applicable percentage resulting from a decreased rating by the other Interest Rate Rating Agency);
- (2) for so long as only one Interest Rate Rating Agency provides a rating on the notes, any increase or decrease in the interest rate on the notes of any series necessitated by a reduction or increase in the rating by that Interest Rate Rating Agency shall be twice the applicable percentage set forth in the applicable table above;



- (3) if both Interest Rate Rating Agencies cease to provide a rating of the notes for any reason, and no Substitute Rating Agency has provided a rating on the notes, the interest rate on the notes will increase to, or remain at, as the case may be, 2.00% per annum above the interest rate on the notes prior to any such adjustment;
- (4) if Moody's or S&P ceases to rate the notes or make a rating of the notes publicly available for reasons within our control, we will not be entitled to obtain a rating from a Substitute Rating Agency and the increase or decrease in the interest rate on the notes shall be determined in the manner described above as if either only one or no Interest Rate Rating Agency provides a rating on the notes, as the case may be;

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- (5) each interest rate adjustment required by any decrease or increase in a rating as set forth above, whether occasioned by the action of Moody's or S&P (or, in either case, any Substitute Rating Agency), shall be made independently of (and in addition to) any and all other interest rate adjustments occasioned by the action of the other Interest Rate Rating Agency;
- (6) in no event will the interest rate on the notes be reduced to below the interest rate on the notes prior to any such adjustment; and
- (7) subject to clauses (3) and (4) above, no adjustment in the interest rate on the notes shall be made solely as a result of an Interest Rate Rating Agency ceasing to provide a rating of the notes.

If at any time the interest rate on any series of the notes has been adjusted upward and either of the Interest Rate Rating Agencies subsequently increases its rating of the notes of such series, the interest rate on the notes of such series will again be adjusted (and decreased, if appropriate) such that the interest rate on the notes of such series equals the interest rate on the notes of such series prior to any such adjustment plus (if applicable) an amount equal to the sum of the percentages per annum set forth opposite the ratings in the tables above with respect to the ratings assigned to the notes of such series (or deemed assigned) at that time, all calculated in accordance with the rules of interpretation set forth above. If Moody's or any Substitute Rating Agency subsequently increases its rating on the notes to Baa3 (or its equivalent if with respect to any Substitute Rating Agency) or higher and S&P or any Substitute Rating Agency subsequently increases its rating on the notes to BBB- (or its equivalent if with respect to any Substitute Rating Agency) or higher, the interest rate on such notes will be decreased to the interest rate on the notes of such series prior to any adjustments made pursuant to this section.

Any interest rate increase or decrease described above will take effect from the first day of the interest period during which a rating change occurs requiring an adjustment in the interest rate. If either Interest Rate Rating Agency changes its rating of the notes of a series more than once during any particular interest period, the last such change by such Interest Rate Rating Agency to occur will control in the event of a conflict for purposes of any increase or decrease in the interest rate with respect to the notes of such series.

The interest rate on any series of notes will permanently cease to be subject to any adjustment described above (notwithstanding any subsequent decrease in the ratings by either Interest Rate Rating Agency) if such notes become rated Baa1 or higher by Moody's (or its equivalent if with respect to any Substitute Rating Agency) and BBB+ or higher by S&P (or its equivalent if with respect to any Substitute Rating Agency), in each case with a stable or positive outlook.

If the interest rate on any series of notes is increased as described above, the term "interest," as used with respect to such series of notes, will be deemed to include any such additional interest unless the context otherwise requires.

**Guarantees**

Pentair and Pentair Investments each will fully and unconditionally guarantee the due and punctual payment of the principal of, premium, if any, and interest and any Additional Amounts, if any, on the notes, when and as the same shall become due and payable, whether at maturity, by acceleration, upon redemption or otherwise. Each guarantee provides that in the event of a default in payment on a note, the holder of the note may institute legal proceedings directly against Pentair or Pentair Investments, as applicable, to enforce the guarantee without first proceeding against Pentair Finance.



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### **Certain Covenants**

#### ***Affirmative Covenants; Reports***

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Affirmative Covenants and Reports by Pentair Finance in the accompanying prospectus will be applicable to the notes.

#### ***Limitation on Mergers and Other Transactions***

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Limitation on Pentair Finance and Each Guarantor's Ability to Consolidate, Merge and Sell Assets in the accompanying prospectus will be applicable to the notes.

#### ***Limitation on Liens***

None of the Issuer or the Guarantors will, and none of them will permit any Restricted Subsidiary (as defined below) to, issue, assume or guarantee any Indebtedness (as defined below) that is secured by a lien upon any property that at the time of such issuance, assumption or guarantee constitutes a Principal Property (as defined below), or any shares of stock of or Indebtedness issued by any Restricted Subsidiary, whether owned on the date of the Indenture or thereafter acquired, without effectively providing that, for so long as such lien shall continue in existence with respect to such secured Indebtedness, the notes (together with, if the Issuer shall so determine, any other Indebtedness of the Issuer ranking equally with the notes, it being understood that for purposes hereof, Indebtedness which is secured by a lien and Indebtedness which is not so secured shall not, solely by reason of such lien, be deemed to be of different ranking) shall be equally and ratably secured by a lien ranking ratably with or equal to (or at the Issuer's option prior to) such secured Indebtedness; provided, however, that the foregoing covenant shall not apply to:

- (1) liens existing on the date of the Indenture;
- (2) liens on the stock, assets or Indebtedness of a Person existing at the time such Person becomes a Restricted Subsidiary, unless created in contemplation of such Person becoming a Restricted Subsidiary;
- (3) liens on any assets or Indebtedness of a Person existing at the time such Person is merged with or into or consolidated with or acquired by the Issuer, a Guarantor or a Restricted Subsidiary or at the time of a purchase, lease or other acquisition of the assets of a corporation or firm as an entirety or substantially as an entirety by the Issuer, a Guarantor or any Restricted Subsidiary;
- (4) liens on any Principal Property existing at the time of acquisition thereof by the Issuer, a Guarantor or any Restricted Subsidiary, or liens to secure the payment of the purchase price of such Principal Property by the Issuer, a Guarantor or any Restricted Subsidiary, or to secure any Indebtedness incurred, assumed or guaranteed by the Issuer, a Guarantor or a Restricted Subsidiary for the purpose of financing all or any part of the purchase price of such Principal Property or improvements or construction thereon, which Indebtedness is incurred, assumed or guaranteed prior to, at the time of or within 180 days after such acquisition, or in the case of real property, completion of such improvement or construction or

commencement of full operation of such property, whichever is later; provided, however, that in the case of any such acquisition, construction or improvement, the lien shall not apply to any Principal Property theretofore owned by the Issuer, a Guarantor or a Restricted Subsidiary, other than the Principal Property so acquired, constructed or improved, and accessions thereto and improvements and replacements thereof and the proceeds of the foregoing;

- (5) liens securing Indebtedness owing by any Restricted Subsidiary to the Issuer, a Guarantor or a subsidiary thereof or by the Issuer to a Guarantor;
- (6) liens in favor of the United States or any State thereof, or any department, agency or instrumentality or political subdivision of the United States or any State thereof, or in favor of any other country or any

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political subdivision thereof, to secure partial, progress, advance or other payments pursuant to any contract, statute, rule or regulation or to secure any Indebtedness incurred or guaranteed for the purpose of financing all or any part of the purchase price, or, in the case of real property, the cost of construction or improvement, of the Principal Property subject to such liens, including liens incurred in connection with pollution control, industrial revenue or similar financings;

- (7) pledges, liens or deposits under workers' compensation or similar legislation, and liens thereunder that are not currently dischargeable, or in connection with bids, tenders, contracts, other than for the payment of money, or leases to which the Issuer, a Guarantor or any Restricted Subsidiary is a party, or to secure the public or statutory obligations of the Issuer, a Guarantor or any Restricted Subsidiary, or in connection with obtaining or maintaining self-insurance, or to obtain the benefits of any law, regulation or arrangement pertaining to unemployment insurance, old age pensions, social security or similar matters, or to secure surety, performance, appeal or customs bonds to which the Issuer, a Guarantor or any Restricted Subsidiary is a party, or in litigation or other proceedings in connection with the matters heretofore referred to in this clause, such as interpleader proceedings, and other similar pledges, liens or deposits made or incurred in the ordinary course of business;
- (8) liens created by or resulting from any litigation or other proceeding that is being contested in good faith by appropriate proceedings, including liens arising out of judgments or awards against the Issuer, a Guarantor or any Restricted Subsidiary with respect to which the Issuer, a Guarantor or such Restricted Subsidiary in good faith is prosecuting an appeal or proceedings for review or for which the time to make an appeal has not yet expired; or final unappealable judgment liens which are satisfied within 15 days of the date of judgment; or liens incurred by the Issuer, a Guarantor or any Restricted Subsidiary for the purpose of obtaining a stay or discharge in the course of any litigation or other proceeding to which the Issuer, a Guarantor or such Restricted Subsidiary is a party, provided that (x) in the case of liens arising out of judgments or awards, the enforcement of such liens is effectively stayed and (y) the aggregate amount secured by all such liens does not at any time exceed the greater of (i) \$25,000,000 or (ii) 0.5% of Consolidated Total Assets (as defined below);
- (9) liens for taxes or assessments or governmental charges or levies not yet due or delinquent; or that can thereafter be paid without penalty, or that are being contested in good faith by appropriate proceedings; landlord's liens on property held under lease; and any other liens or charges incidental to the conduct of the business of the Issuer, a Guarantor or any Restricted Subsidiary, or the ownership of their respective assets, that were not incurred in connection with the borrowing of money or the obtaining of advances or credit and that, in the opinion of the Board of Directors of a Guarantor, do not materially impair the use of such assets in the operation of the business of the Issuer, a Guarantor or such Restricted Subsidiary or the value of such Principal Property for the purposes of such business;
- (10) liens to secure the Issuer's, a Guarantor's or any Restricted Subsidiary's obligations under agreements with respect to spot, forward, future and option transactions, entered into in the ordinary course of business;
- (11) liens not permitted by the foregoing clauses, inclusive, if at the time of, and upon giving effect to, the creation or assumption of any such lien, the aggregate amount of all outstanding Indebtedness of the Issuer,

the Guarantors and all Restricted Subsidiaries, without duplication, secured by all such liens not so permitted by the foregoing clauses, inclusive, together with the Attributable Debt in respect of Sale and Lease-Back Transactions permitted by the first clause under Limitation on Sale and Lease-Back Transactions below do not exceed an amount equal to 15% of Consolidated Net Tangible Assets (as defined below); and

- (12) any extension, renewal or replacement (or successive extensions, renewals or replacements) in whole or in part, of any lien referred to in the foregoing clauses inclusive; provided, however, that the principal amount of Indebtedness secured thereby (except to the extent otherwise excepted under the foregoing clauses) shall not exceed the principal amount of Indebtedness so secured at the time of such extension, renewal or replacement, and that such extension, renewal or replacement shall be limited to

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all or a part of the assets, or any replacements therefor and products and proceeds thereof, that secured the lien so extended, renewed or replaced, plus improvements and construction on real property.

***Limitation on Sale and Lease-Back Transactions***

None of the Issuer or the Guarantors will, and none of them will permit any Restricted Subsidiary to, enter into any Sale and Lease-Back Transaction (other than with the Issuer, a Guarantor and/or one or more subsidiaries of a Guarantor) unless:

- (1) the Issuer, such Guarantor or such Restricted Subsidiary, at the time of entering into such Sale and Lease-Back Transaction, would be entitled to incur Indebtedness secured by a lien on the Principal Property to be leased in an amount at least equal to the Attributable Debt in respect of such Sale and Lease-Back Transaction, without equally and ratably securing the notes pursuant to Limitations on Liens above; or
- (2) the direct or indirect proceeds of the sale of the Principal Property to be leased are at least equal to the fair value of such Principal Property, as determined by Pentair's Board of Directors, and an amount equal to the net proceeds from the sale of the property or assets so leased is applied, within 180 days of the effective date of any such Sale and Lease-Back Transaction, to the purchase or acquisition, or, in the case of real property, commencement of the construction of property or assets or to the retirement (other than at maturity or pursuant to a mandatory sinking fund or mandatory redemption provision) of the notes, or of Funded Indebtedness of Pentair or a consolidated Subsidiary ranking on a parity with or senior to the notes; provided that there shall be credited to the amount of net proceeds required to be applied pursuant to this provision an amount equal to the sum of (i) the principal amount of the notes delivered within 180 days of the effective date of such Sale and Lease-Back Transaction to the Trustee for retirement and cancellation and (ii) the principal amount of other Funded Indebtedness voluntarily retired by Pentair or a consolidated Subsidiary ranking on a parity with or senior to the notes within such 180-day period, excluding retirements of the notes and other Funded Indebtedness as a result of conversions or pursuant to mandatory sinking fund or mandatory prepayment provisions.

**Events of Default**

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Events of Defaults in the accompanying prospectus will be applicable to the notes. In addition, each of the following is an Event of Default with respect to each series of the notes:

- (1) default in the performance or breach by the Issuer or a Guarantor of the covenant described under Description of Debt Securities and Guarantees of Debt Securities Limitation on Pentair Finance and Each Guarantor's Ability to Consolidate, Merge and Sell Assets in the accompanying prospectus;
- (2) failure by the Issuer to effect a Special Mandatory Redemption (as defined below), if required, on the Special Mandatory Redemption Date (as defined below);
- (3)



failure by the Issuer for 60 days from receipt of written notice by the Trustee or the holders of at least 25% of the principal amount of such series of notes outstanding to comply with the provisions described under Change of Control ; and

- (4) an event of default shall happen and be continuing with respect to any Indebtedness (other than Non-Recourse Indebtedness) of the Issuer, a Guarantor or any Restricted Subsidiary under any indenture or other instrument evidencing or under which the Issuer, a Guarantor or any Restricted Subsidiary shall have a principal amount outstanding (such amount with respect to original issue discount bonds or zero coupon notes, bonds or debentures or similar securities based on the accreted amount determined in accordance with United States generally accepted accounting principles and as of the date of the most recently prepared consolidated balance sheet of the Issuer, a Guarantor or any Restricted Subsidiary, as the case may be) in excess of \$100,000,000, and such event of default shall involve the failure to pay

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the principal of such Indebtedness on the final maturity date thereof after the expiration of any applicable grace period with respect thereto, or such Indebtedness shall have been accelerated so that the same shall have become due and payable prior to the date on which the same would otherwise have become due and payable, and such acceleration shall not be rescinded or annulled within 30 days after notice thereof shall have been given to the Issuer by the Trustee, or to the Issuer and the Trustee by the holders of at least 25% in aggregate principal amount of outstanding securities of such series; provided, however, that (1) if such event of default under such indenture or instrument shall be remedied or cured by the Issuer or the applicable Guarantor or waived by the requisite holders of such Indebtedness, then the event of default under the Indenture by reason thereof shall be deemed likewise to have been thereupon remedied, cured or waived without further action upon the part of either the Trustee or any of the holders and (2) subject to certain duties, responsibilities and rights of the Trustee under the Indenture, the Trustee shall not be charged with actual knowledge of any such event of default unless written notice thereof shall have been given to a responsible officer of the Trustee by the Issuer or a Guarantor, as the case may be, by the holder or an agent of the holder of any such Indebtedness, by the trustee then acting under any indenture or other instrument under which such default shall have occurred, or by the holders of not less than 25% in the aggregate principal amount of the outstanding notes of such series.

**Modification and Waiver**

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Modification of the Indenture in the accompanying prospectus will be applicable to the notes. In addition, without the consent of each holder of a series of notes, the Issuer and the Guarantors may not amend the provisions of the Indenture described under Special Mandatory Redemption with respect to such series.

**Governing Law**

The Indenture and the notes shall be deemed to be a contract made under the internal laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York without regard to conflicts of laws principles that would require the application of any other law. The Indenture is subject to the provisions of the Trust Indenture Act that are required to be part of the Indenture and shall, to the extent applicable, be governed by such provisions. The application of articles 86 to 94-8 of the Luxembourg law on commercial companies dated 10 August 1915, as amended, to the Indenture and the notes is excluded.

**Satisfaction and Discharge of Indenture; Defeasance and Discharge of Obligations**

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Satisfaction and Discharge of Indenture in the accompanying prospectus will be applicable to the notes.

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Defeasance and Discharge of Obligations in the accompanying prospectus will be applicable to the notes.

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Covenant Defeasance in the accompanying prospectus will be applicable to the notes. If the Issuer exercises its covenant defeasance right, the Issuer and the Guarantors will no longer be subject to the covenants described under Limitation on Liens, Limitation on Sale and Lease-Back Transactions and Change of Control and the covenants described in the accompanying prospectus under Description of Debt Securities and Guarantees of Debt Securities Reports by Pentair Finance and Limitation on Pentair Finance's and Each Guarantor's Ability to Consolidate, Merge and Sell Assets.



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### **Additional Notes**

The Issuer may, without the consent of the then existing holders of the notes of a series, re-open such series and issue additional notes, which additional notes will have the same terms as the notes of the same series offered hereby except for the issue price, issue date and under some circumstances, the first interest payment date. Additional notes issued in this manner will form a single series with the applicable series of notes offered hereby.

### **Special Mandatory Redemption**

If Pentair does not consummate the ERICO Acquisition on or prior to December 31, 2015, or the ERICO Merger Agreement is terminated any time prior to such date (without replacement thereof) other than as a result of consummating the ERICO Acquisition, then Pentair Finance will be required to redeem each series of the outstanding notes (a Special Mandatory Redemption ) on the Special Mandatory Redemption Date at a redemption price equal to 101% of the principal amount of the notes, plus accrued and unpaid interest, if any, to, but excluding, the Special Mandatory Redemption Date. The Special Mandatory Redemption Date means the earlier to occur of (1) February 1, 2016, if the ERICO Acquisition has not been consummated on or prior to December 31, 2015, or (2) the 30th day (or if such day is not a business day, the first business day thereafter) following the termination of the ERICO Merger Agreement (without replacement thereof) other than as a result of consummating the ERICO Acquisition. Notwithstanding the foregoing, installments of interest on notes that are due and payable on interest payment dates falling on or prior to the Special Mandatory Redemption Date will be payable on such interest payment dates to the registered holders as of the close of business on the relevant record dates in accordance with the notes and the Indenture.

This offering is not contingent upon the consummation of the ERICO Acquisition.

Pentair Finance will cause the notice of the Special Mandatory Redemption to be sent, with a copy to the Trustee, within five business days after the occurrence of the event triggering the obligation to effectuate the Special Mandatory Redemption to each holder at its registered address. If funds sufficient to pay the special mandatory redemption price of the notes to be redeemed on the Special Mandatory Redemption Date are deposited with the Trustee or a paying agent on or before such Special Mandatory Redemption Date, and certain other conditions are satisfied, on and after such Special Mandatory Redemption Date, the notes will cease to bear interest.

### **Optional Redemption**

Each series of notes will be subject to redemption at the Issuer's option on any date prior to its respective maturity date, in whole or from time to time in part, in \$1,000 increments (provided that any remaining principal amount thereof shall be at least the minimum authorized denomination thereof). The 2018 notes will be redeemable at any time, the 2020 notes will be redeemable at any time prior to August 15, 2020 and the 2025 notes will be redeemable at any time prior to June 15, 2025, at a redemption price equal to the greater of (i) 100% of the principal amount of the notes to be redeemed and (ii) as determined by the Quotation Agent and delivered to the Trustee in writing, the sum of the present values of the remaining scheduled payments of principal and interest thereon due on any date after the date of redemption (excluding the portion of interest that will be accrued and unpaid to and including the date of redemption) discounted from their scheduled date of payment to the date of redemption (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Redemption Treasury Rate plus 30 basis points, in the case of the 2018 notes, 35 basis points, in the case of the 2020 notes, and 40 basis points, in the case of the 2025 notes, plus accrued and unpaid interest, if any, thereon to, but excluding, the date of redemption.

Notwithstanding the foregoing, if the 2020 notes are redeemed on or after August 15, 2020 or the 2025 notes are redeemed on or after June 15, 2025, the applicable series of notes will be redeemed at a redemption price equal to 100% of the principal amount of the applicable series of notes to be redeemed, plus accrued and unpaid interest, if any, thereon to, but excluding, the date of redemption.

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For purposes of determining the redemption price, the following definitions will apply:

*Adjusted Redemption Treasury Rate*, with respect to any date of redemption, means the rate equal to the semiannual equivalent yield to maturity or interpolated (on a 30/360 day count basis) yield to maturity of the Comparable Redemption Treasury Issue, assuming a price for the Comparable Redemption Treasury Issue (expressed as a percentage of its principal amount) equal to the Comparable Redemption Treasury Price for such date of redemption.

*Comparable Redemption Treasury Issue* means the United States Treasury security selected by the Quotation Agent as being the most recently issued United States Treasury note or bond displayed by Bloomberg LP (or any successor service) on screens PXI through PX8 (or any other screens as may replace such screens on such service) having a maturity comparable to the remaining term of the series of notes to be redeemed.

*Comparable Redemption Treasury Price*, with respect to any date of redemption, means (i) the average of the Redemption Reference Treasury Dealer Quotations for such date of redemption, after excluding the highest and lowest such Redemption Reference Treasury Dealer Quotations (unless there is more than one highest or lowest quotation, in which case only one such highest and/or lowest quotation shall be excluded), or (ii) if the Quotation Agent obtains fewer than four such Redemption Reference Treasury Dealer Quotations, the average of all such Redemption Reference Treasury Dealer Quotations.

*Quotation Agent* means a Redemption Reference Treasury Dealer appointed as such agent by the Issuer.

*Redemption Reference Treasury Dealers* means four primary U.S. government securities dealers in the United States selected by the Issuer.

*Redemption Reference Treasury Dealer Quotations*, with respect to each Redemption Reference Treasury Dealer and any date of redemption, means the average, as determined by the Quotation Agent, of the bid and offer prices at 11:00 a.m., New York City time, for the Comparable Redemption Treasury Issue (expressed in each case as a percentage of its principal amount) for settlement on the date of redemption quoted in writing to the Quotation Agent by such Redemption Reference Treasury Dealer on the third business day preceding such date of redemption.

In addition, the Guarantors, the Issuer and their respective affiliates may purchase notes from the holders thereof from time to time, either in the open market at prevailing prices or in private transactions at negotiated prices. Any notes purchased by the Guarantors, the Issuer or any of their respective affiliates may, at the purchaser's discretion, be held, resold or canceled.

## **Payment of Additional Amounts and Redemption upon Changes in Withholding Taxes**

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Payment of Additional Amounts and Redemption upon Changes in Withholding Taxes in the accompanying prospectus will be applicable to the notes.

## **Notice of Redemption**

Notice of any redemption (other than a Special Mandatory Redemption) will be sent at least 30 days but not more than 90 days before the redemption date to the Trustee and each holder of the applicable series of notes to be redeemed. If Pentair Finance elects to redeem a portion but not all of such notes, the Trustee will select the notes to be redeemed in accordance with a method determined by Pentair Finance, in such manner as complies with applicable legal requirements, the rules and procedures of The Depository Trust Company, if applicable, and stock exchange

requirements, if any.

Interest on such notes or portions of notes will cease to accrue on and after the date fixed for redemption, unless Pentair Finance defaults in the payment of such redemption price and accrued interest with respect to any such note or portion thereof.

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If any date of redemption of any note is not a business day, then payment of principal and interest may be made on the next succeeding business day with the same force and effect as if made on the nominal date of redemption and no interest will accrue for the period after such nominal date.

**Change of Control**

If a Change of Control Triggering Event (as defined below) with respect to a series of notes occurs, unless the Issuer has exercised its option to redeem such notes, it shall be required to make an offer (a Change of Control Offer) to each holder of such notes to repurchase, at the holder's election, all or any part (equal to \$2,000 or an integral multiple of \$1,000 in excess thereof) of that holder's notes on the terms set forth in the Indenture. In a Change of Control Offer, the Issuer shall be required to offer payment in cash equal to 101% of the principal amount of notes repurchased, plus accrued and unpaid interest, if any, on the notes repurchased to, but excluding, the date of repurchase (a Change of Control Payment). Within 30 days following any Change of Control Triggering Event or, at the Issuer's option, prior to any Change of Control, but after public announcement of the transaction that constitutes or may constitute the Change of Control, a notice shall be sent to the Trustee and the holders of the notes describing in reasonable detail the transaction that constitutes or may constitute the Change of Control Triggering Event and offering to repurchase such notes on the date specified in the notice, which date shall, except as described in the immediately following sentence and other than as required by law, be no earlier than 30 days and no later than 60 days from the date such notice is sent (a Change of Control Payment Date). The notice shall, if sent prior to the date of consummation of the Change of Control, state that the offer to purchase is conditioned on the Change of Control Triggering Event occurring on or prior to the Change of Control Payment Date.

Any exercise by a holder of its election to accept the Change of Control Offer shall be irrevocable. The Change of Control Offer may be accepted for less than the entire principal amount of a note, but in that event the principal amount of such note remaining outstanding after repurchase must be equal to \$2,000 or an integral multiple of \$1,000 in excess thereof.

The Issuer shall not be required to make a Change of Control Offer upon the occurrence of a Change of Control Triggering Event if a third party makes such an offer in the manner, at the times and otherwise in compliance with the requirements for an offer made by the Issuer and the third party purchases all notes properly tendered and not withdrawn under its offer. In addition, the Issuer shall not repurchase any notes if there has occurred and is continuing on the Change of Control Payment Date an Event of Default under the Indenture, other than a default in the payment of the Change of Control Payment upon a Change of Control Triggering Event.

Notwithstanding the foregoing, the Issuer and the Guarantors will comply with the requirements of Rule 14e-1 under the Exchange Act and any other securities laws and regulations thereunder to the extent those laws and regulations are applicable in connection with the repurchase of the notes. To the extent that the provisions of any such securities laws or regulations conflict with the Change of Control Offer provisions of the notes, none of the Issuer or the Guarantors will be deemed to have breached its obligations under the Change of Control Offer provisions of the notes by virtue of its compliance with such securities laws or regulations.

For purposes of the Change of Control Offer provisions of the notes, the following terms are applicable:

*Change of Control* means the occurrence on or after the issue date of the notes of any of the following: (1) the direct or indirect sale, lease, transfer, conveyance or other disposition (other than by way of merger or consolidation), in one or more series of related transactions, of all or substantially all of the assets of Pentair and its subsidiaries, taken as a whole, to any person, other than Pentair or a direct or indirect wholly-owned subsidiary of Pentair; (2) the consummation of any transaction (including, without limitation, any merger or consolidation) the result of which is



that any person becomes the beneficial owner (as defined in Rules 13d-3 and 13d-5 under the Exchange Act), directly or indirectly, of more than 50% of Pentair's outstanding Voting Stock or

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other Voting Stock into which Parent's Voting Stock is reclassified, consolidated, exchanged or changed, measured by voting power rather than number of shares; (3) Pentair consolidates with, or merges with or into, any person, or any person consolidates with, or merges with or into, Pentair, in any such event pursuant to a transaction in which any of Pentair's outstanding Voting Stock or the Voting Stock of such other person is converted into or exchanged for cash, securities or other property, other than any such transaction where the shares of Pentair's Voting Stock outstanding immediately prior to such transaction constitute, or are converted into or exchanged for, at least a majority of the Voting Stock of the surviving person or any direct or indirect parent company of the surviving person immediately after giving effect to such transaction; or (4) the approval by the holders of Pentair's Voting Stock of a plan for Pentair's liquidation or dissolution. Notwithstanding the foregoing, a transaction shall not be deemed to involve a Change of Control under clause (1), (2) or (4) above if (i) Pentair becomes a direct or indirect wholly-owned subsidiary of a holding company or a holding company becomes the successor to Pentair under the Indenture pursuant to a transaction that is permitted under the Indenture and (ii) the direct or indirect holders of the Voting Stock of such holding company immediately following that transaction (or a series of related transactions) are the same or substantially the same (and hold in the same or substantially the same proportions) as the holders of Pentair's Voting Stock immediately prior to that transaction. The term person, as used in this definition, means any Person and any two or more Persons as provided in Section 13(d)(3) of the Exchange Act.

*Change of Control Triggering Event* means the occurrence of both a Change of Control and a Rating Event; provided, however, that a Change of Control Triggering Event otherwise arising by virtue of a particular reduction in rating shall not be deemed to have occurred in respect of a Change of Control if the Rating Agency or Rating Agencies making the reduction in rating to which this definition would otherwise apply do not announce or publicly confirm or inform the Trustee in writing at its request that the reduction was the result, in whole or in part, of any event or circumstance comprised of or arising as a result of, or in respect of, the applicable Change of Control (whether or not the applicable Change of Control shall have occurred at the time of the purported Change of Control Triggering Event). Unless at least two of the three Rating Agencies are providing a rating for the applicable series of the notes at the commencement of any period referred to in the definition of Rating Event, below, a Rating Event will be deemed to have occurred during such period. 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.

*Fitch* means Fitch Inc., and its successors.

*Investment Grade Rating*, with respect to a series of notes, means a rating equal to or higher than BBB- (or the equivalent) by Fitch, Baa3 (or the equivalent) by Moody's and BBB- (or the equivalent) by S&P, and the equivalent investment grade credit rating from any replacement rating agency or rating agencies selected by the Issuer.

*Moody's* means Moody's Investors Service, Inc., and its successors.

*Rating Agencies* means (1) each of Fitch, Moody's and S&P; and (2) if any of Fitch, Moody's or S&P ceases to rate the applicable series of notes or fails to make a rating of the applicable series of notes publicly available for reasons outside of the Issuer's control, a nationally recognized statistical rating organization within the meaning of Rule 15c3-1(c)(2)(vi)(F) under the Exchange Act, selected by the Issuer (as certified by a resolution of the Issuer's Board of Directors) as a replacement agency for Fitch, Moody's or S&P, or all of them, as the case may be.

*Rating Event* means the rating on the applicable series of notes is lowered by at least two of the three Rating Agencies and such notes are rated below an Investment Grade Rating by at least two of the three Rating Agencies on any day during the period (which period shall be extended so long as the rating of such notes is under publicly announced consideration for a possible downgrade by any of the Rating Agencies) commencing on the date of Pentair's first

public notice of the occurrence of a Change of Control or Pentair's intention to effect a Change of Control and ending 60 days following consummation or abandonment of such Change of Control.

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*S&P* means Standard & Poor's Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors.

*Voting Stock* means, with respect to any specified Person as of any date, the capital stock of such Person that is at the time entitled to vote generally in the election of the board of directors of such Person.

## **Definitions**

As used in the Indenture and this prospectus supplement, the following defined terms shall have the following meanings with respect to the notes:

*Attributable Debt*, in connection with a Sale and Lease-Back Transaction, as of any particular time, means the aggregate of present values (discounted at a rate that, at the inception of the lease, represents the effective interest rate that the lessee would have incurred to borrow over a similar term the funds necessary to purchase the leased assets) of the obligations of the Issuer, a Guarantor or any Restricted Subsidiary for net rental payments during the remaining term of the applicable lease, including any period for which such lease has been extended or, at the option of the lessor, may be extended. The term net rental payments under any lease of any period shall mean the sum of the rental and other payments required to be paid in such period by the lessee thereunder, not including any amounts required to be paid by such lessee, whether or not designated as rental or additional rental, on account of maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges required to be paid by such lessee thereunder or any amounts required to be paid by such lessee thereunder contingent upon the amount of sales, maintenance and repairs, reconstruction, insurance, taxes, assessments, water rates or similar charges.

*Consolidated Net Tangible Assets* at any date means Consolidated Net Worth less all Intangible Assets (as defined below) appearing on the most recently prepared consolidated balance sheet of Pentair and its subsidiaries as of the end of a fiscal quarter of Pentair and its subsidiaries, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the consolidated balance sheet.

*Consolidated Net Worth* at any date means total assets less total liabilities, in each case appearing on the most recently prepared consolidated balance sheet of Pentair and its subsidiaries as of the end of a fiscal quarter of Pentair and its subsidiaries, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the consolidated balance sheet.

*Consolidated Total Assets* at any date means the total assets appearing on the most recently prepared consolidated balance sheet of Pentair and its subsidiaries as of the end of a fiscal quarter of Pentair and its subsidiaries, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the consolidated balance sheet.

*ERICO* means ERICO Global Company, an Ohio corporation.

*ERICO Acquisition* means the acquisition of all of the outstanding shares of ERICO by Buyer (as defined in the definition of ERICO Merger Agreement) pursuant to the ERICO Merger Agreement.

*ERICO Merger Agreement* means the Agreement and Plan of Merger dated August 15, 2015, among Pentair, Pentair Lionel Acquisition Co., a Delaware corporation and wholly-owned subsidiary of Pentair ( Buyer ), Pentair Lionel Merger Sub, Inc., an Ohio corporation and a wholly-owned subsidiary of Pentair and Buyer, and ERICO, as the same may be amended, restated, supplemented, replaced or otherwise modified from time to time.

*Funded Indebtedness* means any Indebtedness maturing by its terms more than one year from the date of the determination thereof, including any Indebtedness renewable or extendible at the option of the obligor to a date later than one year from the date of the determination thereof.

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*Indebtedness* means, without duplication, the principal amount (such amount being the face amount or, with respect to original issue discount bonds or zero coupon notes, bonds or debentures or similar securities, determined based on the accreted amount as of the date of the most recently prepared consolidated balance sheet of Pentair and its subsidiaries as of the end of a fiscal quarter of Pentair, prepared in accordance with United States generally accepted accounting principles as in effect on the date of such consolidated balance sheet) of (i) all obligations for borrowed money, (ii) all obligations evidenced by debentures, notes or other similar instruments, (iii) all obligations in respect of letters of credit or bankers acceptances or similar instruments or reimbursement obligations with respect thereto (such instruments to constitute Indebtedness only to the extent that the outstanding reimbursement obligations in respect thereof are collateralized by cash or cash equivalents reflected as assets on a balance sheet prepared in accordance with United States generally accepted accounting principles), (iv) all obligations as lessee to the extent capitalized in accordance with United States generally accepted accounting principles in effect on the date of the Indenture and (v) all Indebtedness of others consolidated in such balance sheet that is guaranteed by the Issuer, a Guarantor or any of their respective subsidiaries or for which the Issuer, a Guarantor or any of their respective subsidiaries is legally responsible or liable (whether by agreement to purchase indebtedness of, or to supply funds or to invest in, others).

*Intangible Assets* means the amount, if any, stated under the heading Goodwill and Other Intangible assets, net or under any other heading of intangible assets separately listed, in each case on the face of the most recently prepared consolidated balance sheet of Pentair and its subsidiaries as of the end of a fiscal quarter of Pentair, prepared in accordance with United States generally accepted accounting principles as in effect on the date of the consolidated balance sheet.

*lien* means a mortgage, pledge, security interest, lien or similar encumbrance.

*Non-Recourse Indebtedness* means Indebtedness upon the enforcement of which recourse may be had by the holder(s) thereof only to identified assets of a Guarantor or the Issuer or any subsidiary of a Guarantor or the Issuer and not to a Guarantor or the Issuer or any subsidiary of a Guarantor or the Issuer personally (subject to, for the avoidance of doubt, customary exceptions contained in non-recourse financings to the non-recourse nature of the obligations thereunder).

*Principal Property* means any manufacturing, processing or assembly plant, warehouse or distribution facility, office building or parcel of real property of Pentair or any of its subsidiaries that is located in the United States of America, Canada or the Commonwealth of Puerto Rico and (A) is owned by Pentair or any subsidiary of Pentair on the date of the Indenture, (B) the initial construction of which has been completed after the date of the Indenture, or (C) is acquired after the date of the Indenture, in each case, other than any such plants, facilities, warehouses, office buildings, parcels or portions thereof, that (i) in the opinion of the Board of Directors of Pentair, are not collectively of material importance to the total business conducted by Pentair and its subsidiaries as an entirety, or (ii) has a net book value (excluding any capitalized interest expense), on date of the Indenture in the case of clause (A) of this definition, on the date of completion of the initial construction in the case of clause (B) of this definition or on the date of acquisition in the case of clause (C) of this definition, of less than 1.0% of Consolidated Net Tangible Assets on the consolidated balance sheet of Pentair as of the applicable date.

*Restricted Subsidiary* means any subsidiary of Pentair that owns or leases a Principal Property.

*Sale and Lease-Back Transaction* means an arrangement with any Person providing for the leasing by Pentair or a Restricted Subsidiary of any Principal Property whereby such Principal Property has been owned and in full operation for more than 180 days and has been or is to be sold or transferred by Pentair or a Restricted Subsidiary to such Person other than a Guarantor, the Issuer or any of their respective subsidiaries; provided, however, that the foregoing shall not apply to any such arrangement involving a lease for a term, including renewal rights, for not more than three

years.

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**Book-Entry, Delivery and Form**

The provisions described in Description of Debt Securities and Guarantees of Debt Securities Book Entry, Delivery and Form and Global Clearance and Settlement Procedures in the accompanying prospectus will be applicable to the notes.

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**CERTAIN LUXEMBOURG, IRELAND, SWITZERLAND AND UNITED STATES FEDERAL  
INCOME TAX CONSIDERATIONS**

**Luxembourg**

The following information is of a general nature only and is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the notes should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Please be aware that the residence concept used under the respective headings below applies for Luxembourg income tax assessment purposes only. Any reference in the present section to a tax, duty, levy, impost or other charge or withholding of a similar nature, or to any other concepts, refers to Luxembourg tax law and/or concepts only. Also, please note that a reference to Luxembourg income tax encompasses corporate income tax (*impôt sur le revenu des collectivités*), the temporary budget balancing tax (*impôt d'équilibre budgétaire temporaire*), municipal business tax (*impôt commercial communal*), a solidarity surcharge (*contribution au fonds pour l'emploi*) as well as personal income tax (*impôt sur le revenu*) generally. Investors may further be subject to net wealth tax (*impôt sur la fortune*) as well as other duties, levies or taxes. Corporate income tax, municipal business tax as well as the solidarity surcharge invariably apply to most corporate taxpayers resident in Luxembourg for tax purposes. Individual taxpayers are generally subject to personal income tax, the temporary budget balancing tax (*impôt d'équilibre budgétaire temporaire*) and the solidarity surcharge. Under certain circumstances, where an individual taxpayer acts in the course of the management of a professional or business undertaking, municipal business tax may apply as well.

**Withholding Tax**

*Luxembourg Resident Holders*

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended, mentioned in the paragraph below, there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of notes, nor on accrued but unpaid interest in respect of the notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the notes held by Luxembourg residents.

Under the law of 23 December 2005, as amended, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to or for the benefit of an individual beneficial owner who is resident of Luxembourg will be subject to a withholding tax of 10%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. of interest on the notes, to the extent within the scope of the law, would be subject to withholding tax of 10%.

*Non-resident Holders*

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of notes, nor on accrued but unpaid interest in respect of the notes, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the notes held by non-residents.

**Taxation of Corporate Holders**

*Luxembourg Resident Corporate Holders*

A corporate holder of the notes, who is a resident of Luxembourg for tax purposes or who has a permanent establishment or a fixed place of business in Luxembourg to which the notes are attributable, is subject to Luxembourg corporation taxes in respect of the interest paid or accrued on the notes.

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Gains realized by a corporate holder of the notes, who is a resident of Luxembourg for tax purposes or who has a permanent establishment or a fixed place of business in Luxembourg to which the notes are attributable, on the sale or disposal of the notes, are subject to Luxembourg corporation taxes.

A Luxembourg holder of the notes that is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investments, as amended, or the law of 13 February 2007 on specialized investment funds, as amended, will not be subject to any Luxembourg income tax in respect of interest received or accrued on the notes, or on gains realized on the sale or disposal of the notes.

### **Non-resident Corporate Holders**

Gains realized by a non-resident corporate holder of the notes, who does not have a permanent establishment or fixed place of business in Luxembourg to which the notes are attributable, on the sale or disposal of notes are not subject to Luxembourg income tax.

### **Taxation of Individual Holders**

#### *Luxembourg Resident Individuals*

An individual holder of the notes, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, is subject to income tax in respect of interest paid on the notes, except if (i) withholding tax has been levied on such payments in accordance with the law of 23 December 2005, as amended, or (ii) the individual holder of the notes has opted for the application of a 10% tax in full discharge of income tax in accordance with the law of 23 December 2005, as amended, which applies if a payment of interest has been made or ascribed by a paying agent established in a EU member state (other than Luxembourg), in a member state of the European Economic Area (other than a EU member state) or in a state that has entered into a treaty with Luxembourg relating to the Council Directive 2003/48/EC of 3 June 2003.

Under Luxembourg tax laws, a gain realized by an individual holder of the notes, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, on the sale or disposal of the notes, is not subject to Luxembourg income tax, provided this sale or disposal took place after six months of the acquisition of the notes. An individual holder of notes, who acts in the course of the management of his private wealth and who is a resident of Luxembourg for tax purposes, has further to include the portion of the gain corresponding to accrued but unpaid income in respect of the notes in his or her taxable income, except if tax is levied on such interest in accordance with the law of 23 December 2005, as amended. realized by an individual holder of the notes, who acts in the course of the management of a professional or business undertaking, who is a resident of Luxembourg, on the sale or disposal of the notes are subject to Luxembourg income tax at ordinary rates.

#### *Non-resident Individuals*

Gains realized by a non-resident holder of the notes, who does not have a permanent establishment or fixed place of business in Luxembourg to which the notes are attributable, are not subject to Luxembourg income tax on the sale or disposal of the notes.

### **Wealth Tax**

Under present Luxembourg tax laws, a Luxembourg corporate resident holder of the notes or a non-resident corporate holder of notes who has a permanent establishment or a fixed place of business in Luxembourg to which these notes are attributable, has to take into account the notes for purposes of the Luxembourg wealth tax, except if the holder is governed by the law of 11 May 2007 on family estate management companies, as amended, or by the law of 17 December 2010 on undertakings for collective investments, as amended, or by the

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law of 13 February 2007 on specialized investment funds, as amended, or is a company governed by the law of 15 June 2004 on venture capital vehicles, as amended, or a securitization company governed by the law of 22 March 2004 on securitization, as amended. An individual holder of the notes, whether a resident of Luxembourg or not, is not subject to Luxembourg wealth tax on such notes.

## **Inheritance and Gift Taxes**

Under present Luxembourg tax laws, where a holder of the notes is a resident for tax purposes of Luxembourg at the time of his or her death, the notes are included in his or her taxable estate for inheritance tax purposes. Gift tax may be due on a gift or donation of notes if embodied in a Luxembourg deed or registered in Luxembourg.

## **No Stamp Duty**

In principle, neither the issuance nor the transfer, repurchase or redemption of notes will give rise to any Luxembourg registration tax or similar taxes.

However, a fixed or ad valorem registration duty may be due upon the registration of the notes in Luxembourg in the case of legal proceedings before Luxembourg courts or in case the notes must be produced before an official Luxembourg authority, or in the case of a registration of the notes on a voluntary basis, or in the case the documents relating to the notes are referred to in a public deed.

## **Ireland**

The following is a summary based on the laws and practices currently in force in Ireland of certain matters regarding the tax position of investors who are the absolute beneficial owners of their notes and should be treated with appropriate caution. Particular rules may apply to certain classes of taxpayers holding notes including dealers in securities and trusts. The summary does not constitute tax or legal advice and the comments below are of a general nature only. Investors should consult their professional advisers on the tax implications of the purchase, holding, redemption or sale of the notes and the receipt of interest thereon under the laws of their country of residence, citizenship or domicile.

## **Withholding Tax**

Tax at the standard rate of income tax (currently 20%) is required to be withheld from payments of Irish source interest. An issuer of notes will not be obliged to withhold tax from payments of interest and premium (if any) on the notes so long as such payments do not constitute Irish source income. Interest and any premium paid on the notes may be treated as having an Irish source if:

the issuer is resident in Ireland for tax purposes;

the issuer has a branch or permanent establishment in Ireland, the assets or income of which are used to fund the payment on the notes; or

the issuer is not resident in Ireland for tax purposes but the register for the notes is maintained in Ireland or (if the notes are in bearer form) the notes are physically held in Ireland.

Pentair Finance, the issuer of notes, confirms that it is not and will not be resident in Ireland for tax purposes and that it will not maintain a register of any registered notes in Ireland. If Pentair were to make payments under the guarantee, it is possible that such payments could be treated as having an Irish source, in which case tax at the standard rate of income tax (currently 20%) could be required to be withheld from such payments. We expect that, if such withholding were required, Additional Amounts would be due on such payments, as described in Description of Debt Securities and Guarantees of Debt Securities Payment of Additional Amounts in the accompanying prospectus.

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### **Taxation of Receipts**

Notwithstanding that a noteholder may receive payments of interest or premium (if any) on the notes or guarantee payments under the notes free of Irish withholding tax, the noteholder may still be liable to pay Irish income or corporation tax on such interest, premium or guarantee payment if (i) such interest, premium or guarantee payment has an Irish source, (ii) the noteholder is resident or (in the case of a person other than a body corporate) ordinarily resident in Ireland for tax purposes or (iii) the notes are attributed to a branch or agency in Ireland. Noteholders who are individuals may also be liable to pay social insurance (PRSI) contributions and the universal social charge. Ireland operates a self-assessment system in respect of income and corporation tax, and each person must assess its own liability to Irish tax. Relief from Irish income tax may be available under the specific provisions of a double taxation agreement between Ireland and the country of residence of the recipient.

### **Encashment Tax**

In certain circumstances, Irish tax will be required to be withheld at the standard rate of income tax (currently 20%) from interest or premium paid on notes issued by a company not resident in Ireland, where such interest or premium is collected or realised by a bank or encashment agent in Ireland on behalf of any noteholder.

Encashment tax does not apply where the noteholder is not resident in Ireland and has made a declaration in the prescribed form to the encashment agent or bank.

### **Capital Gains Tax**

A noteholder will not be subject to Irish tax on capital gains on a disposal of notes unless such holder is either resident or ordinarily resident in Ireland or carries on a trade or business in Ireland through a permanent establishment, branch or agency in respect of which the notes were used or held.

### **Capital Acquisitions Tax**

A gift or inheritance comprising of notes will be within the charge to capital acquisitions tax (which subject to available exemptions and reliefs is currently levied at 33%) if either (i) the disponent or the donee/successor in relation to the gift or inheritance is resident or ordinarily resident in Ireland (or, in certain circumstances, if the disponent is domiciled in Ireland irrespective of his residence or that of the donee/successor) on the relevant date or (ii) if the notes are regarded as property situate in Ireland. A foreign domiciled individual will not be regarded as being resident or ordinarily resident in Ireland at the date of the gift or inheritance unless that individual (i) has been resident in Ireland for the five consecutive tax years preceding that date, and (ii) is either resident or ordinarily resident in Ireland on that date.

Notes in registered form are property situate in Ireland if the register is in Ireland. Accordingly, if such notes are comprised in a gift or inheritance, the gift or inheritance may be within the charge to tax regardless of the residence status of the disponent or the donee/successor.

### **Stamp Duty**

As the issuer is not registered in Ireland, stamp duty will not arise on a document effecting a transfer of the notes so long as the instrument of transfer of the notes does not relate to:

any immoveable property in Ireland or any right over or interest in such property; or

stocks or marketable securities of a company registered in Ireland.

**Switzerland**

The following information is of a general nature only and is based on the laws presently in force in Switzerland. It does not purport to be a comprehensive description of all tax implications that might be relevant

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to an investment decision. This section describes the principal tax consequences under the laws of Switzerland for non-Swiss investors (i.e., for investors who are not residents of Switzerland and have no permanent establishment situated in Switzerland for Swiss tax purposes) of owning the notes. The tax treatment for each holder depends on the particular situation. All investors and prospective investors are advised to consult with their professional tax advisors as to the respective tax consequences of the purchase, ownership and disposition of notes.

### **Swiss Income and Wealth Tax**

Holders of notes who are not residents of Switzerland, and have no permanent establishment situated in Switzerland to which the notes are attributable or to which the notes belong, will not be subject to any Swiss federal, cantonal or communal corporate or individual income and capital or wealth tax or capital gains tax on the holding and disposition of the notes.

### **Withholding Tax**

Payments by Pentair Finance, Pentair or Pentair Investments, of interest on, and repayment of principal of, the notes, will not be subject to Swiss federal withholding tax, even though the notes are guaranteed by Pentair Investments, provided that Pentair Finance uses the proceeds from the offering and sale of the notes outside of Switzerland unless Swiss taxation laws in force from time to time exceptionally permit such use in Switzerland. Although Pentair Investments will guarantee the notes, none of the proceeds are expected to be used in Switzerland. Consequently, we expect that neither the payment of interest on, nor the redemption of, the notes will be subject to Swiss withholding tax.

### **Securities Turnover Tax**

The sale or purchase of the notes will not be subject to Swiss turnover tax if the duration of the notes is less than one year. If the duration of the notes is more than one year, a sale or purchase of the notes may be subject to Swiss turnover tax if carried out through a Swiss securities dealer (as defined in the Swiss Stamp Tax Act) or if a Swiss securities dealer is a party to the transaction. The Swiss securities dealer will usually impose half of the turnover tax of 0.3% on every contractual partner that is not a Swiss securities dealer unless the counterparties qualify for an exemption from Swiss turnover tax. No securities turnover tax will be imposed, however, on transactions not carried out through a Swiss securities dealer or to which no Swiss securities dealer is a party.

Pentair Investments may qualify as a Swiss securities dealer under the Swiss Federal Tax Law, in case it is considered to act for thirds as a party or an intermediary in transactions with taxable securities on a regular basis.

### **United States**

The following is a summary of certain U.S. federal income tax consequences relevant to the purchase, ownership and disposition of the notes by a U.S. holder or a non-U.S. holder (each as defined below) that acquires the notes upon original issuance at their initial offering price and holds the notes as capital assets within the meaning of Section 1221 of the Code (generally, property held for investment). This summary is based upon provisions of the Code, U.S. Treasury regulations issued thereunder, U.S. Internal Revenue Service ( IRS ) rulings and pronouncements and judicial decisions, all as of the date hereof. These authorities may be changed, possibly with retroactive effect, so as to result in U.S. federal income tax consequences different from those summarized below. Prospective investors should be aware that no ruling will be sought from the IRS with respect to the matters discussed below, and there can be no assurance that the IRS will not take a different position concerning the U.S. federal income tax consequences of the purchase, ownership or disposition of the notes or that any such position would not be sustained.

This summary does not discuss all aspects of U.S. federal income taxation that may be important to particular investors in light of their individual circumstances or to holders subject to special tax rules, such as

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financial institutions, banks, insurance companies, broker-dealers, traders in securities that elect to use a mark-to-market method of accounting, certain U.S. expatriates, tax-exempt organizations, persons that will hold the notes as a part of a straddle, hedge, wash sale, conversion, constructive sale or other integrated transaction for U.S. federal income tax purposes, entities or arrangements treated as partnerships for U.S. federal income tax purposes and partners in such partnerships, controlled foreign corporations, passive foreign investment companies, and U.S. holders whose functional currency is not the U.S. dollar. In addition, this summary does not address U.S. federal estate or gift tax laws, U.S. federal alternative minimum tax consequences or the tax considerations arising under the laws of any state, local or non-U.S. jurisdiction. For purposes of this summary, a U.S. holder is a beneficial owner of the notes that is (a) an individual who is a citizen of the United States or who is resident in the United States for U.S. federal income tax purposes, (b) an entity that is classified for U.S. federal income tax purposes as a corporation and that is organized under the laws of the United States, any state thereof, or the District of Columbia, or is otherwise treated for U.S. federal income tax purposes as a domestic corporation, (c) an estate the income of which is subject to U.S. federal income taxation regardless of its source, or (d) a trust (i) whose administration is subject to the primary supervision of a court within the United States and all substantial decisions of which are subject to the control of one or more United States persons as described in Section 7701(a)(30) of the Code (United States persons), or (ii) that has a valid election in effect under applicable Treasury regulations to be treated as a United States person.

For purposes of this summary, a non-U.S. holder is a beneficial owner of notes (other than an entity that is classified for U.S. federal income tax purposes as a partnership or as a disregarded entity) that is not a U.S. holder. If an entity classified for U.S. federal income tax purposes as a partnership or as a disregarded entity owns notes, the tax treatment of a member of the entity will depend on the status of the member and the activities of the entity. The tax treatment of such an entity, and the tax treatment of any member of such an entity, are not addressed in this summary. Any entity that is classified for U.S. federal income tax purposes as a partnership or as a disregarded entity and that owns notes, and any members of such an entity, are encouraged to consult their own tax advisors.

**U.S. Holders***Certain Contingent Payments*

In certain circumstances, we may be obligated to pay amounts in excess of the stated interest or principal on the notes (see Description of Notes Change of Control and Description of Notes Interest Rate Adjustment of the Notes Based on Certain Rating Events). The obligation to make such payments may implicate the provisions of U.S. Treasury regulations relating to contingent payment debt instruments. Under applicable U.S. Treasury regulations, the possibility that such an amount will be paid will not affect the amount, timing or character of income recognized by a holder with respect to the notes if, as of the date the notes were issued, there is only a remote chance that such an amount will be paid, the amount is incidental or certain other exceptions apply. We intend to take the position that the contingencies associated with the notes should not cause the notes to be subject to the contingent payment debt instrument rules. Our determination is binding on a holder unless such holder discloses its contrary position in the manner required by applicable U.S. Treasury regulations. Our determination is not, however, binding on the IRS, and if the IRS were to successfully challenge this determination, a U.S. holder might be required to accrue interest income at a higher rate than the stated interest rate on the notes, and to treat as ordinary income any gain realized on the taxable disposition of a note. The remainder of this discussion assumes that the notes will not be treated as contingent payment debt instruments. Holders are urged to consult their own tax advisors regarding the potential application to the notes of the contingent payment debt instrument rules and the consequences thereof.

*Interest*

Payments of stated interest on the notes (including any non-U.S. tax withheld on such payments and any Additional Amounts paid with respect thereto) will be included in a U.S. holder's gross income as ordinary interest income at the time such payments are received or accrued in accordance with the U.S. holder's usual

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method of accounting for U.S. federal income tax purposes. As a result of the inclusion of any amounts attributable to withheld non-U.S. taxes and Additional Amounts, the amount included in a U.S. holder's gross income for U.S. federal income tax purposes with respect to a payment of interest may be greater than the amount of cash actually received (or receivable) by such U.S. holder.

Income earned by a U.S. holder with respect to the notes will generally constitute foreign-source income for purposes of computing the foreign tax credit allowable under the U.S. federal income tax laws. The limitation on foreign income taxes eligible for credit is calculated separately with respect to specific classes of income. In this regard, interest income in respect of the notes will constitute passive category income for most U.S. holders.

Any non-U.S. income taxes withheld from interest payments on a note will generally be allowed as a credit against a U.S. holder's U.S. federal income tax liability, subject to applicable limitations that may vary depending upon the U.S. holder's particular circumstances. Alternatively, the U.S. holder may deduct such non-U.S. income taxes in computing U.S. taxable income, provided that the U.S. holder elects to deduct (rather than credit) all foreign income taxes paid or accrued during the taxable year. The rules governing foreign tax credits and the deduction of foreign income taxes are complex and, therefore, U.S. holders should consult their tax advisors regarding the availability of foreign tax credits or deductions in their particular circumstances.

*Sale, Exchange, Retirement or Other Taxable Disposition of Notes*

Upon a sale, exchange, retirement or other taxable disposition of notes, a U.S. holder will generally recognize gain or loss in an amount equal to the difference between the amount of cash and the fair market value of any property received on the disposition (other than any amount attributable to accrued but unpaid interest, which will be treated as ordinary income to the extent not previously included in income) and the U.S. holder's adjusted tax basis in such notes. A U.S. holder's adjusted tax basis in a note will generally equal the U.S. dollar cost of the note to such holder.

Any such gain or loss will generally be treated as capital gain or loss and will be treated as long-term capital gain or loss if the U.S. holder's holding period in the notes exceeds one year at the time of the disposition. Long-term capital gains of non-corporate taxpayers are subject to reduced rates of taxation. The deductibility of capital losses is subject to limitations.

If any non-U.S. income tax is withheld on the sale or other taxable disposition of a note, the amount realized by a U.S. holder will include the gross amount of the proceeds of that sale or other taxable disposition before deduction of such tax. Capital gain or loss, if any, recognized by a U.S. holder on the sale or other taxable disposition of a note will generally be treated as U.S. source gain or loss for U.S. foreign tax credit purposes. Consequently, in the case of a gain from a disposition of a note that is subject to a non-U.S. income tax, the U.S. holder may not be able to benefit from a foreign tax credit for the tax unless the U.S. holder can apply the credit against U.S. federal income tax payable on other income from foreign sources. Alternatively, the U.S. holder may take a deduction for the foreign income tax if the U.S. holder elects to deduct (rather than credit) all foreign income taxes paid or accrued during the taxable year.

*Additional Tax on Net Investment Income*

Certain U.S. holders that are not corporations will generally be subject to a 3.8% tax (the Medicare tax) on the lesser of (1) the U.S. holder's net investment income (or undistributed net investment income in the case of an estate or trust) for the taxable year and (2) the excess of the U.S. holder's modified adjusted gross income for the taxable year over a certain threshold. A U.S. holder's net investment income will generally include any income or gain recognized by such holder with respect to the notes, unless such income or gain is derived in the ordinary course of the conduct of such holder's trade or business (other than a trade or business that consists of certain passive or trading activities).

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### *Foreign Financial Asset Reporting*

U.S. holders who are individuals (and, under proposed regulations, certain entities) that own specified foreign financial assets with an aggregate value in excess of \$50,000 on the last day of the tax year or more than \$75,000 at any time during the tax year (or such larger values as specified in such legislation), are generally required to file an information report with respect to such assets with their tax returns. The notes are generally expected to constitute specified foreign financial assets subject to these reporting requirements (unless the notes are held in an account at a U.S. financial institution). Prospective investors should consult their own tax advisor as to the possible application of this information reporting requirement.

### *Backup Withholding and Information Reporting*

Information reporting requirements will generally apply to payments of interest on the notes within the United States and to the proceeds from a sale, exchange, retirement or other taxable disposition of notes effected at a U.S. office of a broker unless a U.S. holder is an exempt recipient and appropriately establishes that exemption. In addition, backup withholding will apply to any such payments or proceeds if a U.S. holder fails to provide a correct taxpayer identification number or certification of exempt status, or if the U.S. holder is notified by the IRS that it has failed to report in full payments of interest and dividend income, or if the U.S. holder otherwise fails to comply with applicable requirements of the backup withholding rules.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against a U.S. holder's U.S. federal income tax liability and may entitle such U.S. holder to a refund, provided that the required information is timely provided to the IRS.

## **Non-U.S. Holders**

Payments on the notes to a non-U.S. holder and gain realized by a non-U.S. holder on its disposition of the notes will not generally be subject to U.S. federal income or withholding tax, unless (1) any such payment or gain is effectively connected with the non-U.S. holder's conduct of a U.S. trade or business (and, if required by an applicable income tax treaty, is attributable to a permanent establishment maintained in the United States by such non-U.S. holder) or (2) in the case of gain, the non-U.S. holder is an individual who is present in the United States for 183 days or more during the taxable year of the disposition and certain other conditions are met.

### *Backup Withholding and Information Reporting*

In general, payments of principal and interest on the notes, and payments of the proceeds of a sale, exchange, retirement or other taxable disposition of notes, paid within the United States or through certain U.S.-related financial intermediaries to a non-U.S. holder, may be subject to information reporting and backup withholding unless the non-U.S. holder complies with certification procedures to establish that it is not a United States person or otherwise establishes an exemption.

Backup withholding is not an additional tax. Any amounts withheld under the backup withholding rules will be allowed as a credit against the non-U.S. holder's U.S. federal income tax liability and may entitle such holder to a refund, provided that the required information is timely provided to the IRS.

## **Foreign Account Tax Compliance**

Pursuant to Sections 1471 through 1474 of the Code (provisions commonly known as FATCA ) and related intergovernmental agreements, holders of the notes may be required to provide information and tax documentation regarding their identities as well as that of their direct and indirect owners.

It is also possible that, from no earlier than January 1, 2017, the issuer may be required to withhold U.S. tax on payments on the notes to the extent such payments are considered to be foreign passthru payments.

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Obligations issued on or prior to the date that is six months after the date on which applicable final Treasury Regulations defining foreign passthru payments are filed generally would be grandfathered unless such obligations are materially modified after such date. As of the date of this prospectus supplement, applicable final Treasury Regulations defining foreign passthru payments have not yet been filed. Thus, payments on the notes would be considered foreign passthru payments subject to FACTA withholding only if there is a significant modification of the notes for U.S. federal income tax purposes after the expiration of this grandfathering period. In the event any withholding under FATCA is imposed with respect to any payments on the notes, there generally will be no Additional Amounts payable to compensate for the withheld amount.

Non-U.S. governments have entered into, and others are expected to enter into, intergovernmental agreements with the United States to implement FATCA in a manner that may alter the rules described herein. Holders should consult their own tax advisors on how these rules may apply to their investment in the notes.

**The above discussion is intended only as a general summary of certain aspects of U.S. federal income tax law and does not constitute a complete analysis of all tax consequences relating to the purchase, ownership and disposition of the notes. Prospective investors should consult their own independent tax advisors concerning the U.S. federal, state, local and non-U.S. income and other tax consequences to them based upon their particular circumstances.**

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We and the underwriters for the offering named below, for whom Citigroup Global Markets Inc., J.P. Morgan Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated are acting as joint lead active book-running managers, have entered into an underwriting agreement with respect to the notes. Subject to the terms and conditions of the underwriting agreement, each underwriter has severally agreed to purchase the principal amount of the notes indicated in the following table.

<b>Underwriters</b>	<b>Principal Amount of 2018 Notes</b>	<b>Principal Amount of 2020 Notes</b>	<b>Principal Amount of 2025 Notes</b>
Citigroup Global Markets Inc.	\$ 114,500,000	\$ 91,600,000	\$ 57,250,000
J.P. Morgan Securities LLC	114,500,000	91,600,000	57,250,000
Merrill Lynch, Pierce Fenner & Smith Incorporated	114,500,000	91,600,000	57,250,000
Mitsubishi UFJ Securities (USA), Inc.	36,375,000	29,100,000	18,188,000
U.S. Bancorp Investments, Inc.	36,375,000	29,100,000	18,187,000
HSBC Securities (USA) Inc.	12,500,000	10,000,000	6,250,000
Wells Fargo Securities, LLC	12,500,000	10,000,000	6,250,000
Deutsche Bank Securities Inc.	10,000,000	8,000,000	5,000,000
Santander Investment Securities Inc.	10,000,000	8,000,000	5,000,000
BBVA Securities Inc.	5,000,000	4,000,000	2,500,000
BMO Capital Markets Corp.	5,000,000	4,000,000	2,500,000
BNP Paribas Securities Corp.	5,000,000	4,000,000	2,500,000
ING Financial Markets LLC	5,000,000	4,000,000	2,500,000
ANZ Securities, Inc.	3,750,000	3,000,000	1,875,000
Loop Capital Markets LLC	3,750,000	3,000,000	1,875,000
PNC Capital Markets LLC	3,750,000	3,000,000	1,875,000
SMBC Nikko Securities America, Inc.	3,750,000	3,000,000	1,875,000
The Williams Capital Group, L.P.	3,750,000	3,000,000	1,875,000
<b>Total</b>	<b>\$ 500,000,000</b>	<b>\$ 400,000,000</b>	<b>\$ 250,000,000</b>

The underwriters are committed to take and pay for all of the notes being offered, if any are taken.

Notes sold by the underwriters to the public will initially be offered at the applicable initial public offering price set forth on the cover of this prospectus supplement. Any notes sold by the underwriters to securities dealers may be sold at a discount from the applicable initial public offering price of up to 0.250% of the principal amount of the 2018 notes, up to 0.350% of the principal amount of the 2020 notes and up to 0.400% of the principal amount of the 2025 notes. Any such securities dealers may resell any notes purchased from the underwriters to certain other brokers or dealers at a discount from the applicable initial public offering price of up to 0.200% of the principal amount of the 2018 notes, up to 0.225% of the principal amount of the 2020 notes and up to 0.250% of the principal amount of the 2025 notes. If all the notes of a series are not sold at the applicable initial public offering price, the underwriters may change the offering price and the other selling terms.

Each series of notes is a new issue of securities with no established trading markets and we do not intend to apply for listing of the notes on any securities exchange or for inclusion of the notes on any automated quotation system. We have been advised by the underwriters that the underwriters intend to make markets in the notes but are not obligated to do so and may discontinue market making at any time without notice. No assurance can be given as to the liquidity of the trading markets for the notes.

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In connection with the offering the underwriters may engage in stabilizing transactions, over-allotment transactions and syndicate covering transactions.

Stabilizing transactions permit bids to purchase the underlying security so long as the stabilizing bids do not exceed a specified maximum.

Over-allotment involves sales by the underwriters of notes in excess of the principal amount of the notes the underwriters are obligated to purchase, which creates a syndicate short position.

Syndicate covering transactions involve purchases of the notes in the open market after the distribution has been completed in order to cover syndicate short positions. A short position is more likely to be created if the underwriters are concerned that there may be downward pressure on the price of the notes in the open market after pricing that could adversely affect investors who purchase in the offering.

These stabilizing transactions, over-allotment transactions and syndicate covering transactions may have the effect of raising or maintaining the market price of the notes or preventing or retarding a decline in the market price of the notes. As a result, the price of the notes may be higher than the price that might otherwise exist in the open market. If these activities are commenced, they may be discontinued by the underwriters at any time. These transactions may be effected in the over-the-counter market or otherwise.

It is expected that delivery of the notes will be made against payment therefor on or about September 16, 2015, which is the fifth business day following the date hereof (such settlement cycle being referred to as "T+5"). Under Rule 15c6-1 under the Exchange Act, trades in the secondary market generally are required to settle in three business days unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade the notes on the date of pricing or the next two succeeding business days will be required, by virtue of the fact that the notes initially will settle in T+5, to specify an alternative settlement cycle at the time of any such trade to prevent failed settlement. Purchasers of the notes who wish to trade the notes on the date of pricing should consult their own advisors.

The following table shows the underwriting discounts that we will pay to the underwriters in connection with the offering of the notes:

<b>Paid by Us</b>	<b>2018 Notes</b>	<b>2020 Notes</b>	<b>2025 Notes</b>
Per note	0.400%	0.600%	0.650%
Total	\$ 2,000,000	\$ 2,400,000	\$ 1,625,000

We estimate that the total expenses for this offering will be \$1.75 million, excluding underwriters' discounts and commissions.

We have agreed to indemnify