

Registration No. 333-194431

Registration No. 333-194431-01

Registration No. 333-194431-02

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

POST-EFFECTIVE AMENDMENT NO. 1  
TO  
FORM S-3  
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

**Weatherford International public limited company**

(Exact name of registrant as specified in its charter)

**Ireland**

(State or other jurisdiction of incorporation or organization)

**98-0606750**

(I.R.S. Employer Identification Number)

**Bahnhofstrasse 1, 6340 Baar, Switzerland**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Weatherford International Ltd.**

(Exact name of co-registrant as specified in its charter)

**Bermuda**

(State or other jurisdiction of incorporation or organization)

**98-0371344**

(I.R.S. Employer Identification Number)

**2000 St. James Place, Houston, Texas 77056**

**(713) 836-4000**

(Address, including zip code, and telephone number, including area code, of co-registrant's principal executive offices)

**Weatherford International, LLC**

(Exact name of co-registrant as specified in its charter)

**Delaware**

(State or other jurisdiction of incorporation or organization)

**33-0430755**

(I.R.S. Employer Identification Number)

**2000 St. James Place, Houston, Texas 77056**

**(713) 836-4000**

(Address, including zip code, and telephone number, including area code, of co-registrant's principal executive offices)

**Alejandro Cestero**

**Weatherford International plc**

**Vice President, Co-General Counsel and Secretary**

**2000 St. James Place, Houston, Texas 77056**

**(713) 836-4000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

*With a copy to:*

**Jonathan B. Newton**

**Baker & McKenzie LLP**

**700 Louisiana, Suite 3000**

**Houston, Texas 77002**

**(713) 427-5000**

**Approximate date of commencement of proposed sale to the public:** From time to time after the effective date of this Registration Statement.

If the only securities being registered on this Form are being offered pursuant to dividend or interest reinvestment plans, please check the following box. ☐

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, other than securities offered only in connection with dividend or interest reinvestment plans, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a registration statement pursuant to General Instruction I.D. or a post-effective amendment thereto that shall become effective upon filing with the Commission pursuant to Rule 462(e) under the Securities Act, check the following box. ☒

If this Form is a post-effective amendment to a registration statement filed pursuant to General Instruction I.D. filed to register additional securities or additional classes of securities pursuant to Rule 413(b) under the Securities Act, check the following box. ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer ☒

Accelerated filer ☐

Non-accelerated filer ☐ (Do not check if smaller reporting company)

Smaller reporting company ☐

# CALCULATION OF REGISTRATION FEE

Title of each class of securities to be registered	Amount to be registered/ Proposed maximum offering price per unit/ Proposed maximum aggregate offering price/ Amount of registration fee (1)
Ordinary shares, par value \$.001 USD per share, of Weatherford International plc (“Weatherford Ireland”) (2)	
Debt securities of Weatherford International Ltd. (“Weatherford Bermuda”) (2)(3)	
Debt securities of Weatherford International, LLC (“Weatherford Delaware”) (2)(3)	
Guarantees of Weatherford Ireland (2)(3)	
Guarantees of Weatherford Bermuda (2)(3)	
Guarantees of Weatherford Delaware (2)(3)	

- (1) An indeterminate initial offering price, principal amount or number of securities of each identified class is being registered as may from time to time be issued at indeterminate prices. Separate consideration may or may not be received for securities that are being registered that are issued in exchange for, or upon conversion or exercise of, the securities being registered hereunder. In accordance with Rules 456(b) and 457(r) under the Securities Act of 1933, as amended, the registrants are deferring payment of all of the registration fee and will pay the registration fee subsequently in advance or on a pay-as-you-go basis.
- (2) This registration statement covers an indeterminate number of ordinary shares of Weatherford Ireland, debt securities of Weatherford Bermuda (and related guarantees of Weatherford Ireland and Weatherford Delaware) and debt securities of Weatherford Delaware (and related guarantees of Weatherford Ireland and Weatherford Bermuda).
- (3) Debt securities issued by Weatherford Bermuda may be guaranteed by Weatherford Ireland and Weatherford Delaware. Debt securities issued by Weatherford Delaware may be guaranteed by Weatherford Ireland and Weatherford Bermuda. In accordance with Rule 457(n), no separate fee is payable with respect to the guarantees of the debt securities being registered.

## **EXPLANATORY NOTE**

This Post-Effective Amendment No. 1 to Registration Statement on Form S-3 (File No. 333-194431) (as amended, this “Registration Statement”) is being filed pursuant to Rule 414 of the Securities Act of 1933, as amended (the “Securities Act”), by Weatherford International plc, a public limited company organized under the laws of Ireland ( “Weatherford Ireland”), as successor issuer to Weatherford International Ltd., a Swiss joint-stock corporation (“Weatherford Switzerland”), to reflect a merger transaction whereby Weatherford Ireland became the new public holding company and the parent of the Weatherford group of companies (the “Merger”). The Merger was effected through a merger agreement between Weatherford Switzerland and Weatherford Ireland, dated as of April 2, 2014, pursuant to which each registered share of Weatherford Switzerland was cancelled as consideration for the allotment of one ordinary share of Weatherford Ireland (excluding shares held by, or for the benefit of, Weatherford Switzerland or any of its subsidiaries). Consequently, ordinary shares and guarantees of Weatherford Ireland will henceforth be issuable under this Registration Statement in lieu of registered shares and guarantees of Weatherford Switzerland. Weatherford Ireland hereby expressly adopts the Registration Statement as its own registration statement for all purposes of the Securities Act and the Securities Exchange Act of 1934, as amended (the “Exchange Act”).



**Weatherford®**

**Weatherford International plc**  
(an Irish public limited company)

**Ordinary Shares**  
**Guarantees of Debt Securities**

**Weatherford International Ltd.**  
(a Bermuda exempted company )

**Debt Securities**  
**Guarantees of Debt Securities**

**Weatherford International, LLC**  
(a Delaware limited liability company)

**Debt Securities**  
**Guarantees of Debt Securities**

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Weatherford International plc, a public limited company organized under the laws of Ireland (“Weatherford Ireland”), Weatherford International Ltd., a Bermuda exempted company (“Weatherford Bermuda”), and Weatherford International, LLC, a Delaware limited liability company (“Weatherford Delaware”), may offer the above listed securities, or any combination thereof, and sell from time to time in one or more offerings, in amounts, at prices and on terms determined at the time of any such offering. Weatherford Ireland, Weatherford Bermuda and Weatherford Delaware may offer and sell these securities to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis. In addition, selling securityholders may sell these securities, from time to time, on terms described in the applicable prospectus supplement.

This prospectus describes some of the general terms that may apply to these securities and the general manner in which they may be offered. The specific terms of any securities to be offered, and the specific manner in which they may be offered, will be described in a supplement to this prospectus. You should read this prospectus and the accompanying prospectus supplement carefully before you make your investment decision. This prospectus may not be used to consummate sales of securities of Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware, unless it is accompanied by a prospectus supplement.

The ordinary shares of Weatherford Ireland are traded under the symbol “WFT” on the New York Stock Exchange.

**Investing in our securities involves risk. You should carefully review the risks and uncertainties described under the headings “Forward-Looking Statements” on page 3 and “Risk Factors” on page 4 herein and in the applicable prospectus supplement and any related free writing prospectus and under similar headings in the other documents incorporated by reference into this prospectus and the accompanying prospectus supplement.**

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

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The date of this prospectus is June 17, 2014.

## Table of Contents

	Page
ABOUT THIS PROSPECTUS	1
ABOUT US	1
WHERE YOU CAN FIND MORE INFORMATION	2
FORWARD LOOKING STATEMENTS	3
RISK FACTORS	4
USE OF PROCEEDS	4
RATIO OF EARNINGS TO FIXED CHARGES	4
DESCRIPTION OF SECURITIES	4
SELLING SECURITYHOLDERS	4
PLAN OF DISTRIBUTION	4
LEGAL MATTERS	5
EXPERTS	5

## ABOUT THIS PROSPECTUS

This prospectus is part of a registration statement that we filed with the U.S. Securities and Exchange Commission, which we refer to as the “SEC,” under the U.S. Securities Act of 1933, as amended, which we refer to as the “Securities Act,” using a “shelf” registration process. Under this shelf registration process, Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware may, over time, offer and sell an indeterminate amount of the securities described in this prospectus in one or more offerings. This prospectus describes some of the general terms that may apply to the securities that Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware may offer and the general manner in which the securities may be offered. Each time Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware offer securities, Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware will provide one or more prospectus supplements that will contain specific information about the terms of the securities being offered and the manner in which they may be offered. A prospectus supplement may also add, update or change information contained in this prospectus or in documents we have incorporated by reference into this prospectus. If there is any inconsistency between the information in this prospectus and the applicable prospectus supplement, you must rely on the information in the prospectus supplement. We urge you to read both this prospectus and any prospectus supplement together with the additional information described under the heading “Where You Can Find More Information.” You should rely only on the information incorporated by reference or provided in this prospectus and the applicable prospectus supplement. We have not authorized anyone else to provide you with different information. We are not making an offer to sell in any jurisdiction in which the offer is not permitted.

You should not assume that the information in this prospectus, any prospectus supplement, any related free writing prospectus and any document incorporated by reference is accurate as of any date other than the dates of those documents. Neither the delivery of this prospectus or any applicable prospectus supplement or other offering material (including any free writing prospectus) nor any distribution of securities pursuant to such documents shall, under any circumstances, create any implication that there has been no change in the information set forth in this prospectus or any applicable prospectus supplement or other offering material or in our affairs since the date of this prospectus or any applicable prospectus supplement or other offering material.

Unless the context requires otherwise or unless otherwise noted, as used in this prospectus or any prospectus supplement:

- “Weatherford Ireland” refers to Weatherford International plc, an Irish public limited company.
- “Weatherford Bermuda” refers to Weatherford International Ltd., a Bermuda exempted company and wholly owned, indirect subsidiary of Weatherford Ireland.
- “Weatherford Delaware” refers to Weatherford International, LLC, a Delaware limited liability company and wholly owned, indirect subsidiary of Weatherford Ireland.
- “We,” “us” or “our” refers to Weatherford Ireland and its subsidiaries (including Weatherford Bermuda and Weatherford Delaware) on a consolidated basis.

**Consent under the Exchange Control Act of 1972 (and its related regulations) has been granted by the Bermuda Monetary Authority for the issue and transfer of securities of Bermuda companies (other than equity securities) to and between non-residents of Bermuda for exchange control purposes. In granting such consent, the Bermuda Monetary Authority accepts no responsibility for our financial soundness or the correctness of any of the statements made or opinions expressed in this prospectus or any accompanying prospectus supplement.**

## ABOUT US

We are one of the world’s leading providers of equipment and services used in the drilling, evaluation, completion, production and intervention of oil and natural gas wells. We conduct operations in over 100 countries and have service and sales locations in nearly all of the oil and natural gas producing regions in the world.

Weatherford Ireland is incorporated in Ireland and is the ultimate parent company of the Weatherford group. Each of Weatherford Bermuda and Weatherford Delaware is an indirect, wholly owned subsidiary of Weatherford Ireland. Weatherford Ireland currently conducts all of its operations through its subsidiaries, including Weatherford Bermuda and Weatherford Delaware.

Our principal executive offices are located at Bahnhofstrasse 1, 6340 Baar, Switzerland and our telephone number at that location is +41.22.816.1500.

## **WHERE YOU CAN FIND MORE INFORMATION**

We file annual, quarterly and current reports, proxy statements and other information with the SEC. Our SEC filings are available to the public over the Internet at the SEC's website at [www.sec.gov](http://www.sec.gov) and at our website at [www.weatherford.com](http://www.weatherford.com). Information on our website is not incorporated by reference in this prospectus. You may also access, read and copy at prescribed rates any document we file at the SEC's public reference room at 100 F Street, N.E., Washington, D.C. 20549. You may obtain information on the operation of the SEC's public reference room by calling the SEC at 1-800-SEC-0330. In addition, our SEC filings may be read and copied at the New York Stock Exchange at 11 Wall Street, New York, New York 10005.

The SEC allows us to "incorporate by reference" the information that we file with the SEC into this prospectus, which means that we can disclose important information to you by referring you to other documents we have filed separately with the SEC. The information incorporated by reference is an important part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. We incorporate by reference the following documents:

- Weatherford Switzerland's Annual Report on Form 10-K for the fiscal year ended December 31, 2013, as filed with the SEC on February 25, 2014;
- Weatherford Switzerland's Amendment No. 1 to its Annual Report on Form 10-K for the fiscal year ended December 31, 2013, as filed with the SEC on April 16, 2014;
- Weatherford Switzerland's Quarterly Report on Form 10-Q for the quarter ended March 31, 2014, as filed with the SEC on April 29, 2014;
- Weatherford Switzerland's Current Reports on Form 8-K (other than information furnished rather than filed and corresponding information furnished under Item 9.01 or included as an exhibit thereto) filed with the SEC on February 3, 2014, February 25, 2014, March 4, 2014, April 2, 2014, April 10, 2014, April 24, 2014 and June 17, 2014;
- Weatherford Ireland's Current Report on Form 8-K (other than information furnished rather than filed and corresponding information furnished under Item 9.01 or included as an exhibit thereto), as filed with the SEC on June 17, 2014; and
- The description of Weatherford Ireland's Ordinary Shares contained in Item 8.01 of Weatherford Ireland's Current Report on Form 8-K, as filed with the SEC on June 17, 2014.

In addition, all documents that we subsequently file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the U.S. Securities Exchange Act of 1934, as amended, which we refer to as the "Exchange Act" (other than information furnished rather than filed and corresponding information furnished under Item 9.01 of Form 8-K or included as an exhibit thereto), shall be deemed to be incorporated by reference into this prospectus.

You may request a copy of these filings (other than an exhibit to a filing unless that exhibit is specifically incorporated by reference into that filing), at no cost, by writing to us at our U.S. Investor Relations Department at the following address or calling the following number:

Weatherford International Ltd.  
Attention: Investor Relations  
2000 St. James Place  
Houston, Texas 77056  
(713) 836-4000

## FORWARD-LOOKING STATEMENTS

This prospectus includes, and any accompanying prospectus supplement may include, various statements relating to future financial performance and results, including certain projections, business trends and other statements that are not historical facts. These statements constitute “Forward-Looking Statements” as defined in the Securities Act and the Private Securities Litigation Reform Act of 1995. These forward-looking statements generally are identified by the words “believe,” “project,” “expect,” “anticipate,” “estimate,” “budget,” “intend,” “strategy,” “plan,” “guidance,” “may,” “should,” “could,” “will,” “would,” “will be,” “will continue,” “will likely result” and similar expressions, although not all forward-looking statements contain these identifying words.

Forward-looking statements reflect our beliefs and expectations based on current estimates and projections. While we believe these expectations, and the estimates and projections on which they are based, are reasonable and were made in good faith, these statements are subject to numerous risks and uncertainties. Accordingly, our actual outcomes and results may differ materially from what we have expressed or forecasted in the forward-looking statements. Furthermore, from time to time, we update the various factors we consider in making our forward-looking statements and the assumptions we use in those statements. However, we undertake no obligation to correct, update or revise any forward-looking statement, whether as a result of new information, future events or otherwise, except to the extent required under federal securities laws. The following sets forth various assumptions we use in our forward-looking statements, as well as risks and uncertainties relating to those statements. Certain of the risks and uncertainties may cause actual results to be materially different from projected results contained in forward-looking statements in this prospectus and in our other disclosures. These risks and uncertainties include, but are not limited to, those described below under “Risk Factors” and the following:

- global political, economic and market conditions, political disturbances, war, or terrorist attacks, changes in global trade policies, and international currency fluctuations;
- our inability to realize expected revenues and profitability levels from current and future contracts;
- our ability to manage our workforce, supply chain and business processes, information technology systems, and technological innovation and commercialization;
- increases in the prices and availability of our raw materials;
- nonrealization of expected reductions in our effective tax rate;
- nonrealization of expected benefits from our acquisitions or business dispositions;
- downturns in our industry which could affect the carrying value of our goodwill;
- member country quota compliance within Organization of Petroleum Exporting Countries;
- adverse weather conditions in certain regions of our operations;
- failure to ensure on-going compliance with current and future laws and government regulations, including but not limited to environmental and tax and accounting laws, rules and regulations; and
- limited access to capital or significantly higher cost of capital related to liquidity or uncertainty in the domestic or international financial markets.

Finally, our future results will depend upon various other risks and uncertainties, including, but not limited to, those detailed in our other filings with the SEC under the Exchange Act, and the Securities Act. For additional information regarding risks and uncertainties, see “Where You Can Find More Information.”

## RISK FACTORS

Investing in our securities involves risk. There are important factors that could cause our actual results, level of activity or performance to differ materially from our past results of operations or from the results, level of activity or performance implied by the forward-looking statements contained in this prospectus or in any prospectus supplement. In particular, you should carefully consider the risk factors described under the caption “Risk Factors” in our Annual Report on Form 10-K for the year ended December 31, 2013, as amended, which is incorporated by reference into this prospectus. Other sections of this prospectus, any prospectus supplement and the documents incorporated by reference may include additional factors which could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risk factors emerge from time to time, and it is not possible for us to predict all risk factors, nor can we assess the impact of all risk factors on our business or the extent to which any factor or combination of factors may cause actual results to differ materially from those contained in any forward-looking statements. These risks could materially and adversely affect our business, financial condition or operating results and could result in a partial or complete loss of your investment.

## USE OF PROCEEDS

Unless otherwise specified in a prospectus supplement, we will use the net proceeds received by us from the sale of the securities offered by this prospectus and the accompanying prospectus supplement for general corporate purposes. We may invest funds not required immediately for such purposes in marketable securities and short-term investments. We will not receive any of the proceeds from the sale of our securities by selling securityholders offered by this prospectus.

## RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth our ratio of earnings to fixed charges for the periods indicated.

	Three Months Ended		Years Ended									
	March 31, 2014		2013		2012		2011		2010		2009	
Ratio of earnings to fixed charges	—	(1)	—	(1)	—	(1)	2.30x	1.34x	1.51x			

(1) For the three months ended March 31, 2014 and for the years ended December 31, 2013 and 2012, earnings before fixed charges were inadequate to cover fixed charges by \$7 million, \$211 million and \$349 million, respectively.

For purposes of computing the ratio of earnings to fixed charges, earnings are divided by fixed charges. “Earnings” represent the aggregate of (a) our earnings (loss) before income taxes, minority interest, discontinued operations and equity in earnings of unconsolidated investees and (b) fixed charges, net of interest capitalized plus (c) distributed income from equity investments. “Fixed charges” represent interest (whether expensed or capitalized), the amortization of capitalized debt costs and original issue discount and that portion of rental expense on operating leases deemed to be the equivalent of interest.

## DESCRIPTION OF SECURITIES

We will set forth in the applicable prospectus supplement a description of the ordinary shares, debt securities and guarantees that may be offered under this prospectus.

## SELLING SECURITYHOLDERS

Information about selling securityholders, where applicable, will be set forth in a prospectus supplement, in a post effective amendment or in filings we make with the SEC under the Exchange Act that are incorporated herein by reference.

## PLAN OF DISTRIBUTION

We or selling securityholders may offer and sell the securities that may be offered pursuant to this prospectus to or through one or more underwriters, dealers and agents, or directly to purchasers, on a continuous or delayed basis. We will set forth in the applicable prospectus supplement a description of the specific plan of distribution of the securities that may be offered pursuant to this prospectus.

## **LEGAL MATTERS**

Certain U.S. legal matters in connection with the securities will be passed upon for us by Baker & McKenzie LLP. Certain Bermuda legal matters in connection with the securities will be passed upon for us by our special Bermuda counsel, Conyers Dill & Pearman Limited. Certain Irish legal matters in connection with the securities will be passed upon for us by our special Irish counsel, Matheson. If the securities are being distributed in an underwritten offering, the validity of the securities will be passed upon for the underwriters by counsel identified in the accompanying prospectus supplement.

## **EXPERTS**

The consolidated financial statements and schedule of Weatherford Switzerland as of December 31, 2013, and for the year ended December 31, 2013, and management's assessment of the effectiveness of internal control over financial reporting as of December 31, 2013 have been incorporated by reference herein in reliance upon the reports of KPMG LLP, independent registered public accounting firm, incorporated by reference herein, and upon the authority of said firm as experts in accounting and auditing.

The consolidated financial statements of Weatherford International Switzerland as of December 31, 2012, and for each of the two years in the period then ended, included in Weatherford Switzerland's Annual Report (Form 10-K) for the year ended December 31, 2013 (including the schedule for each of the two years in the period ended December 31, 2012 appearing therein), have been audited by Ernst & Young LLP, independent registered public accounting firm, as set forth in their report thereon, included therein, and incorporated herein by reference. Such consolidated financial statements are incorporated herein by reference in reliance upon such reports given on the authority of such firms as experts in accounting and auditing.

### **Interests of Named Experts and Counsel**

Certain Bermuda legal matters in connection with the debt securities or guarantees that Weatherford Bermuda may issue under a prospectus supplement will be passed upon for Weatherford Bermuda by its special Bermuda counsel, Conyers Dill & Pearman Limited. An employee of that firm's affiliated company, Codan Services Limited, is Weatherford Bermuda's secretary.

## PART II

### INFORMATION NOT REQUIRED IN PROSPECTUS

#### Item 14. Other Expenses of Issuance and Distribution.

The following table sets forth the best estimate of the registrants as to the anticipated expenses and costs (other than underwriting discounts and commissions) expected to be incurred in connection with a distribution of securities registered hereby:

SEC registration fee	\$	*
Legal fees and expenses		**
Accounting fees and expenses		**
Rating agency fees		**
Trustee fees and expenses		**
Printing expenses		**
Miscellaneous		**
Total	\$	**

\* Applicable SEC registration fees have been deferred pursuant to Rule 456(b) and calculated in connection with the offering of securities under this registration statement pursuant to Rule 457(r) and are not estimated at this time.

\*\* These fees are calculated based upon the number of issuances and amount of securities offered, and accordingly, cannot be estimated at this time.

#### Item 15. Indemnification of Directors and Officers.

##### Weatherford Ireland

Weatherford Ireland's memorandum and articles of association confer an indemnity on its directors and officers, which is limited by the Irish Companies Acts 1963-2013 (the "Irish Companies Acts"). The Irish Companies Acts prescribe that such an indemnity, in effect, only permits a company to pay the costs or discharge the liability of a director or the secretary in defending proceedings, whether civil or criminal, in which judgment is given in his or her favor or in which he or she is acquitted, or where an Irish court otherwise grants relief because the director or the secretary acted honestly and reasonably and ought fairly to be excused. This restriction in the Irish Companies Acts does not apply to executives who are not directors or the secretary of Weatherford Ireland. Any provision whereby an Irish company seeks to indemnify its directors or its secretary over and above this shall be void under Irish law, whether contained in its articles of association or any contract between the director and the Irish company.

Weatherford Ireland's articles of association also contain indemnification and expense advancement provisions for persons who are not directors or the secretary of Weatherford Ireland.

Irish companies may take out directors and officers liability insurance as well as other types of insurance, for their directors and officers.

In addition, Weatherford Ireland and Weatherford International Ltd. ("Weatherford Bermuda"), a Bermuda exempted company and wholly owned, indirect subsidiary of Weatherford Ireland have entered (and/or, if required, any other subsidiary of Weatherford Ireland may enter) into indemnification agreements (or deed poll indemnities) with or as to each of Weatherford Ireland's directors and certain officers as well as with individuals serving as directors, officers, employees, agents or fiduciaries of our subsidiaries or any other company, corporation, joint venture, trust, employee benefit plan or other entity or enterprise or by reason of anything done or not done by such person in any capacity providing for the indemnification of, and advancement of expenses to, these persons to the fullest extent permitted by law.

Under Irish law, a company may not exempt any director or the secretary from liability for negligence, default, breach of duty or breach of trust of which he or she may be guilty in relation to the company. However, where a breach of duty has been established, directors or the secretary may be statutorily exempted by an Irish court from personal liability for negligence or breach of duty if, among other things, the court determines that they have acted honestly and reasonably, and that they may fairly be excused as a result.

## **Weatherford Bermuda**

Section 98 of the Companies Act 1981 of Bermuda, as amended (the “Companies Act”), provides generally that a Bermuda company may indemnify its directors, officers and auditors against any liability which by virtue of any rule of law otherwise would be imposed on them in respect to any negligence, default, breach of duty or breach of trust, except in cases where such liability arises from fraud or dishonesty of which such director, officer or auditor may be guilty in relation to the company. Section 98 further provides that a Bermuda company may indemnify its directors, officers and auditors against any liability incurred by them in defending any proceedings, whether civil or criminal, in which judgment is awarded in their favor or in which they are acquitted or granted relief by the Supreme Court of Bermuda pursuant to Section 281 of the Companies Act. A company may advance monies to a director, officer or auditor for the costs, charges and expenses incurred by them in defending any civil or criminal proceedings against them, on condition that the director, officer or auditor shall repay the advance if any allegation of fraud or dishonesty is proved against them.

Weatherford Bermuda has adopted provisions in its bye-laws that provide that Weatherford Bermuda shall indemnify its officers and directors in respect of their actions and omissions, except in respect of their fraud or dishonesty. Weatherford Bermuda’s bye-laws provide that the shareholders waive all claims or rights of action that they might have, individually or in right of the company, against any of the company’s directors or officers for any act or failure to act in the performance of such director’s or officer’s duties, except in respect of any fraud or dishonesty of such director or officer.

Furthermore, Weatherford Bermuda has entered into indemnification agreements with certain of its directors and executive officers. The indemnification agreements require Weatherford Bermuda to indemnify its officers and directors, except for liability in respect of their fraud or dishonesty, against expenses (including attorneys’ fees and disbursements), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit, arbitration, alternate dispute resolution mechanism, investigation, administrative hearing or any other proceeding whether civil, criminal, administrative or investigative and whether formal or informal. The indemnification agreements also provide that Weatherford Bermuda must pay all reasonable expenses incurred in advance of a final disposition.

Section 98A of the Companies Act permits Weatherford Bermuda to purchase and maintain insurance for the benefit of any of its officers or directors in respect of any loss or liability attaching to him in respect of any negligence, default, breach of duty, or breach of trust, whether or not Weatherford Bermuda may otherwise indemnify such officer or director. Weatherford Ireland’s directors’ and officers’ liability insurance covers the directors and officers of Weatherford Bermuda for such purposes.

## **Weatherford Delaware**

Weatherford International, LLC (“Weatherford Delaware”) is a Delaware limited liability company. Section 18-108 of the Delaware Limited Liability Company Act provides that, subject to such standards and restrictions, if any, as are set forth in its limited liability company agreement, a Delaware limited liability company may, and shall have the power to, indemnify and hold harmless any member or manager or other person from and against any and all claims and demands whatsoever. Weatherford Delaware’s limited liability company agreement provides for indemnification of each member, manager (if any), officer and director (if any) of Weatherford Delaware, as well as, upon approval of the member, other employees or an affiliate of Weatherford Delaware, to the fullest extent permitted by Delaware law.

Furthermore, Weatherford Delaware has entered into indemnification agreements with certain of its officers. The indemnification agreements require Weatherford Delaware to indemnify its officers to the fullest extent permitted by applicable law against expenses (including attorneys’ fees and disbursements), judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative in nature if they acted in good faith or in a manner they reasonably believed to be in or not opposed to the best interests of Weatherford Delaware and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. In an action brought by or in the right of Weatherford Delaware, as opposed to an action brought by a third party, no such indemnification shall be made in respect of any claim, issue or matter as to which applicable law expressly prohibits such indemnification by reason of an adjudication of liability of indemnitee to the Company (unless a court of competent jurisdiction determines otherwise). The indemnification agreements also provide that Weatherford Delaware must pay all reasonable expenses incurred in advance of a final disposition.

In addition, Weatherford Ireland’s directors’ and officers’ liability insurance, subject to the terms and conditions of the policies, covers those persons who are or were an officer of Weatherford Delaware against liability asserted against or incurred by them in their capacity as such, whether or not Weatherford Delaware would have the power to indemnify such persons against such liability under the provisions of Weatherford Delaware’s limited liability company agreement.

**Item 16. Exhibits.**

<u>Exhibit Number</u>	<u>Description</u>
1.1***	Form of Underwriting Agreement.
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4.11	Third Supplemental Indenture dated February 26, 2009, among Weatherford International Ltd., a Bermuda exempted company, Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas, as trustee, to the Indenture dated as of October 1, 2003 (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed February 26, 2009)

- 4.12 Fourth Supplemental Indenture dated as of September 23, 2010, among Weatherford International Ltd., a Bermuda exempted company, Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas, as trustee, to the Indenture dated as of October 1, 2003 (including the form of notes issued pursuant thereto and form of guarantee notation) (incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258) for the quarter ended September 30, 2010, filed November 2, 2010)
- 4.13 Form of Fifth Supplemental Indenture dated April 4, 2012, among Weatherford International Ltd., a Bermuda exempted company, Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas, as trustee, to the Indenture dated as of October 1, 2003 (including the form of notes issued pursuant thereto and form of guarantee notation) (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed April 4, 2012)
- 4.14 Sixth Supplemental Indenture, dated as of August 14, 2012, among Weatherford International Ltd., a Bermuda exempted company, Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas, to the indenture dated as of October 1, 2003 (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed August 14, 2012)
- 4.15 Seventh Supplemental Indenture dated as of March 31, 2013, among Weatherford International Ltd., a Bermuda exempted company, Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas, to the indenture dated as of October 1, 2003 (incorporated by reference to Exhibit 4.1 to the Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed May 3, 2013)
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- 4.19 Second Supplemental Indenture dated as of February 26, 2009, among Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Bermuda exempted company, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company America (incorporated by reference to Exhibit 4.3 to the Current Report on Form 8-K of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed February 26, 2009)
- 4.20 Third Supplemental Indenture dated as of August 14, 2012, among Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Bermuda exempted company, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas to the indenture dated as of June 18, 2007 (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed August 14, 2012)

- 4.21 Fourth Supplemental Indenture dated as of March 31, 2013, among Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Bermuda exempted company, Weatherford International Ltd., a Swiss joint-stock corporation, and Deutsche Bank Trust Company Americas to the indenture dated as of June 18, 2007 (incorporated by reference to Exhibit 4.2 to the Quarterly Report on Form 10-Q for the quarter ended March 31, 2013 of Weatherford International Ltd., a Swiss joint-stock corporation (File No. 1-34258), filed May 3, 2013)
- 4.22 Fifth Supplemental Indenture dated as of June 17, 2014, among Weatherford International, Inc., a Delaware corporation, Weatherford International Ltd., a Bermuda exempted company, Weatherford International plc, an Irish public limited company, and Deutsche Bank Trust Company Americas, as trustee, to the indenture dated as of June 18, 2007 (incorporated by reference to Exhibit 4.2 to Weatherford International plc's Current Report Form 8-K filed June 17, 2014)
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\* Filed herewith.

\*\* Filed previously.

\*\*\* To be filed by amendment or as an exhibit to a document to be incorporated by reference herein in connection with the issuance of the securities.

#### **Item 17. Undertakings.**

(a) The undersigned registrants hereby undertake:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

- (ii) To reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
  - (iii) To include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;
- provided, however, that paragraphs (a)(1)(i), (a)(1)(ii) and (a)(1)(iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by any registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.
- (2) That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
  - (3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.
  - (4) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser:
    - (i) Each prospectus filed by a registrant pursuant to Rule 424(b)(3) shall be deemed to be part of the registration statement as of the date the filed prospectus was deemed part of and included in the registration statement; and
    - (ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5) or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii) or (x) for the purpose of providing the information required by Section 10(a) of the Securities Act of 1933 shall be deemed to be part of and included in the registration statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which the prospectus relates, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.

- (5) That, for the purpose of determining liability of a registrant under the Securities Act of 1933 to any purchaser in the initial distribution of the securities, each undersigned registrant undertakes that in a primary offering of securities of an undersigned registrant pursuant to this registration statement, regardless of the underwriting method used to sell the securities to the purchaser, if the securities are offered or sold to such purchaser by means of any of the following communications, the undersigned registrant will be a seller to the purchaser and will be considered to offer or sell such securities to such purchaser:
- (i) Any preliminary prospectus or prospectus of an undersigned registrant relating to the offering required to be filed pursuant to Rule 424;
  - (ii) Any free writing prospectus relating to the offering prepared by or on behalf of the undersigned registrants or used or referred to by an undersigned registrant;
  - (iii) The portion of any other free writing prospectus relating to the offering containing material information about an undersigned registrant or its securities provided by or on behalf of an undersigned registrant; and
  - (iv) Any other communication that is an offer in the offering made by an undersigned registrant to the purchaser.
- (b) The undersigned registrants hereby undertake that, for purposes of determining any liability under the Securities Act of 1933, each filing of a registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the foregoing provisions or otherwise, the registrants have been advised that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act of 1933 and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by a registrant of expenses incurred or paid by a director, officer or controlling person of such registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act of 1933 and will be governed by the final adjudication of such issue.
- (d) The undersigned registrants hereby undertake to file an application for the purpose of determining the eligibility of the trustee to act under subsection (a) of Section 310 of the Trust Indenture Act in accordance with the rules and regulations prescribed by the SEC under Section 305(b)(2) of the Trust Indenture Act.

## SIGNATURES

**Weatherford International plc**  
**(an Irish public limited company)**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Zurich, Switzerland on June 17, 2014.

### WEATHERFORD INTERNATIONAL PLC

By: /s/Alejandro Cestero

Alejandro Cestero

Vice President, Co-General Counsel and Corporate Secretary

Pursuant to the requirements of the Securities Act of 1933, this Post Effective Amendment No. 1 to the Registration Statement on Form S-3 (SEC Registration No. 333-194431) has been signed by the following persons in the capacities indicated below on June 17, 2014.

Signature	Title
* _____ Dr. Bernard J. Duroc-Danner	President, Chief Executive Officer, Chairman of the Board and Director (Principal Executive Officer)
* _____ Krishna Shivram	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
* _____ Douglas M. Mills	Vice President and Chief Accounting Officer (Principal Accounting Officer)
* _____ David J. Butters	Director
* _____ John D. Gass	Director
* _____ Francis S. Kalman	Director
* _____ William E. Macaulay	Director
* _____ Robert K. Moses, Jr.	Director
* _____ Dr. Guillermo Ortiz	Director
* _____ Sir Emyr Jones Parry	Director
* _____ Robert A. Rayne	Director
<u>/s/Alejandro Cestero</u> _____ Alejandro Cestero	Authorized U.S. Representative
* by Attorney-in-fact  <u>/s/Alejandro Cestero</u> _____ Alejandro Cestero	

**Weatherford International Ltd.**  
**(a Bermuda exempted company)**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Zurich, Switzerland on June 17, 2014.

**WEATHERFORD INTERNATIONAL LTD.**

By: /s/Alejandro Cestero  
Alejandro Cestero  
Vice President, Co-General Counsel and Assistant Secretary

Pursuant to the requirements of the Securities Act of 1933, this Post Effective Amendment No. 1 to the Registration Statement on Form S-3 (SEC Registration No. 333-194431) has been signed by the following persons in the capacities indicated below on June 17, 2014.

Signature	Title
<div>*</div> <div>Dharmesh Bhupatrai Mehta</div>	President (Principal Executive Officer)
<div>*</div> <div>Krishna Shivram</div>	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<div>*</div> <div>Douglas M. Mills</div>	Vice President (Principal Accounting Officer)
<div>/s/Alejandro Cestero</div> <div>Alejandro Cestero</div>	Vice President, Co-General Counsel and Assistant Secretary
<div>/s/Alejandro Cestero</div> <div>Alejandro Cestero</div>	Authorized U.S. Representative
<div>* by Attorney-in-fact</div> <div>/s/Alejandro Cestero</div> <div>Alejandro Cestero</div>	

**Weatherford International, LLC**  
**(a Delaware limited liability company)**

Pursuant to the requirements of the Securities Act of 1933, the registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-3 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Zurich, Switzerland on June 17, 2014.

**WEATHERFORD INTERNATIONAL, LLC**

By: /s/Alejandro Cestero  
Alejandro Cestero  
Vice President

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Signature	Title
<div><div>*</div><div></div><div>Dharmesh Bhupatrai Mehta</div></div>	President (Principal Executive Officer)
<div><div>*</div><div></div><div>Krishna Shivram</div></div>	Executive Vice President and Chief Financial Officer (Principal Financial Officer)
<div><div>*</div><div></div><div>Douglas M. Mills</div></div>	Vice President (Principal Accounting Officer)
<div><div>/s/Alejandro Cestero</div><div>Alejandro Cestero</div></div>	Sole Manager, Vice President and Secretary of Weatherford U.S. Holdings, L.L.C., the sole member
<div><div>* by Attorney-in-fact</div><div>/s/Alejandro Cestero</div><div>Alejandro Cestero</div></div>	

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

**North America**

Chicago  
Dallas  
Houston  
Miami  
New York  
Palo Alto  
San Francisco  
Toronto

June 17, 2014

Weatherford International plc

Weatherford International Ltd.

Weatherford International, LLC  
2000 St. James Place  
Houston, Texas 77056

Ladies and Gentlemen:

We have acted as securities counsel for Weatherford International plc, a public limited company incorporated under the laws of Ireland (“**Weatherford Ireland**”), Weatherford International Ltd., a Bermuda exempted company (“**Weatherford Bermuda**”) and Weatherford International, LLC, a Delaware limited liability company (“**Weatherford Delaware**” and, together with Weatherford Ireland and Weatherford Bermuda, the “**Companies**”), in connection with their filing with the Securities and Exchange Commission (the “**SEC**”) of a post-effective amendment no. 1 to registration statement on Form S-3 (the “**Registration Statement**”) under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”). The Registration Statement relates to the issuance and sale from time to time, pursuant to Rule 415 of the General Rules and Regulations promulgated under the Securities Act, of an indeterminate number of: (i) debt securities of Weatherford Bermuda (“**Bermuda Debt Securities**”); (ii) debt securities of Weatherford Delaware (“**Delaware Debt Securities**” and, together with the Bermuda Debt Securities, the “**Debt Securities**”); (iii) guarantees of the Debt Securities by Weatherford Ireland, Weatherford Bermuda and/or Weatherford Delaware (collectively, the “**Guarantees**”); and (iv) ordinary shares, nominal value \$0.001 per share, of Weatherford Ireland (“**Registered Shares**”). The Debt Securities and Guarantees are collectively referred to herein as the “**Offered Securities**.” The Offered Securities will be issued under (i) the Indenture, dated October 1, 2003, as supplemented (the “**2003 Indenture**”), among the Companies and Deutsche Bank Trust Company Americas, trustee (the “**Trustee**”), or (ii) the Indenture, dated June 18, 2007, as supplemented (the “**2007 Indenture**” and, together with the 2003 Indenture, the “**Indentures**”), among the Companies and the Trustee, as such Indentures may hereafter be supplemented from time to time, among other things at the time of and in connection with the issuance of the Offered Securities.

We have reviewed the originals, or photostatic or certified copies, of (i) the certificate of formation and limited liability company agreement of Weatherford Delaware, as amended to the date hereof, (ii) resolutions adopted by the member of Weatherford Delaware, (iii) the Indentures, (iv) the form of Registration Statement (including the form of base prospectus which forms a part of the Registration Statement), and (v) such records of the Companies, certificates of officers of the Companies and public documents, and such other documents as we have deemed relevant and necessary as the basis of the opinions set forth below. In such examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as photostatic or certified copies and the authenticity of the originals of such copies.

In rendering the opinions set forth below, we have also assumed that (i) all information contained in all documents reviewed by us is true and correct, (ii) each natural person signing any document reviewed by us had the legal capacity to do so, (iii) each person signing in a representative capacity (other than on behalf of the Companies) any document reviewed by us had authority to sign in such capacity, (iv) the Registration Statement, and any amendments thereto (including any post-effective amendments), will have become effective and comply with all applicable laws and such effectiveness shall not have been terminated or rescinded, (v) a prospectus supplement will have been prepared and timely filed with the SEC describing the Offered Securities, (vi) all Offered Securities will be issued and sold in compliance with applicable federal

and state securities laws and in the manner stated in the Registration Statement and the applicable prospectus supplement, (vii) any supplemental indenture (“**Supplemental Indenture**”) under the applicable Indenture relating to a series of Debt Securities to be issued under the applicable Indenture will be duly authorized, executed and delivered by the parties thereto in substantially the form reviewed by us, (viii) with respect to the Debt Securities, the applicable trustee shall have been designated and qualified under the Trust Indenture Act of 1939, as amended, and a Statement of Eligibility of the Trustee on a Form T-1 has been or will be filed with the SEC with respect to such trustee, and (ix) if in an underwritten offering, a definitive purchase, underwriting or similar agreement with respect to any Offered Securities will be duly authorized and validly executed and delivered by the Companies and the other parties thereto.

We have also assumed that the Companies have complied and will comply with all aspects of the laws of all relevant jurisdictions (including, as applicable, the laws of Ireland, Bermuda and the State of Delaware) in connection with the transactions contemplated by, and the performance of their obligations with respect to, the issuance of the Offered Securities. We have also assumed that the Offered Securities and the applicable Supplemental Indenture will be executed and delivered in substantially the form reviewed by us. In addition, we have assumed that the terms of the Offered Securities will have been established so as not to, and that the execution and delivery by the Companies of, and the performance of their respective obligations under, the Indentures, the applicable Supplemental Indenture and the Offered Securities will not, violate, conflict with or constitute a default under (i) the respective governing documents of Weatherford Ireland, Weatherford Bermuda and Weatherford Delaware or any agreement or other instrument to which the Companies or their properties are subject, (ii) any law, rule or regulation to which the Companies are subject, (iii) any judicial or regulatory order or decree of any governmental authority, or (iv) any consent, approval, license, authorization or validation of, or filing, recording or registration with, any governmental authority. We have also assumed that (i) prior to the issuance of any Offered Securities, the relevant board of directors or a duly authorized committee thereof or, in the case of Weatherford Delaware, its sole member will have adopted resolutions setting forth, among other things, the offering price or formula pursuant to which such offering price may be determined with respect to such Offered Securities and the applicable Supplemental Indenture, (ii) each note, instrument or other executed document evidencing Offered Securities will be duly authorized, executed and delivered by the Companies under applicable law, (iii) the choice of New York law in the Indentures and the applicable Supplemental Indenture is legal and valid under the laws of any other applicable jurisdictions, (iv) the execution and delivery by the Companies of each applicable Supplemental Indenture and each other note, instrument or executed document evidencing Offered Securities and the performance by the Companies of their obligations thereunder will not violate or conflict with any laws of Ireland or Bermuda and (v) the Companies will have otherwise complied with all aspects of the laws of Ireland and Bermuda, as applicable, in connection with the issuance of the Offered Securities as contemplated by the Registration Statement.

Based upon and subject to the foregoing, we are of the opinion that, with respect to any series of the Debt Securities to be offered by Weatherford Bermuda or Weatherford Delaware (the “**Offered Debt Securities**”) and any Guarantees of the Offered Debt Securities to be offered by Weatherford Ireland, Weatherford Bermuda or Weatherford Delaware (the “**Offered Guarantees**”) pursuant to the Registration Statement, when (i) the terms of the Offered Debt Securities and the Offered Guarantees and of their issuance and sale have been duly established in conformity with the applicable Indenture, (ii) the Offered Debt Securities and the Offered Guarantees have been offered and sold in accordance with the applicable Indenture, the Registration Statement, including the prospectus supplement related thereto, and, if in an underwritten offering, a valid and binding purchase, underwriting or agency agreement, and (iii) the applicable Supplemental Indenture relating to the Offered Debt Securities and the Offered Guarantees has been duly executed and delivered by each party thereto and the Offered Debt Securities and the Offered Guarantees have been duly executed and authenticated in accordance with the provisions of the applicable Indenture (including the applicable Supplemental Indenture) and duly delivered to the purchasers thereof upon payment of the agreed-upon consideration therefor, the Offered Debt Securities (including any Debt Securities or Guarantees duly issued upon conversion, exchange or exercise of any Debt Securities) and the Offered Guarantees will be binding obligations of, as applicable, Weatherford Ireland, Weatherford Bermuda and Weatherford Delaware, respectively.

The foregoing opinion is qualified to the extent that the enforceability of any document, instrument or Offered Security may be limited by or subject to (i) bankruptcy, insolvency, fraudulent transfer or conveyance, reorganization, liquidation, moratorium or other similar laws relating to or affecting creditors' rights generally, and general principles of equity (regardless of whether considered in a proceeding in equity or at law), and (ii) with respect to any Debt Securities denominated in a currency other than United States dollars, the requirement that a claim (or a foreign currency judgment in respect of such a claim) with respect to such Debt Securities be converted to United States dollars at a rate of exchange prevailing on a date determined pursuant to applicable law or governmental authority.

We express no opinions concerning (i) the validity or enforceability of any provisions contained in the applicable Indenture or the applicable Supplemental Indenture that purport to waive or not give effect to rights to notices, defenses, subrogation or other rights or benefits that cannot be effectively waived under applicable law or (ii) the enforceability of indemnification provisions to the extent they purport to relate to liabilities resulting from or based upon negligence or any violation of federal or state securities or blue sky laws.

The opinions expressed above are limited to the laws of the State of New York, the Delaware Limited Liability Company Act (18 Del Code §et. seq.), including all relevant provisions of the Delaware Constitution, and the federal laws of the United States of America and, to the extent that judicial or regulatory orders or decrees or consents, approvals, licenses, authorizations, validations, filings, recordings or registrations with governmental authorities are relevant, to those required under such laws, and we do not express any opinions as to the laws of any other jurisdiction. The Offered Securities may be issued from time to time on a delayed or continuous basis, and this opinion is limited to the laws, including the rules and regulations, as in effect on the date hereof, which laws are subject to change with possible retroactive effect and to the facts as they presently exist.

This opinion letter is limited to the matters stated herein, and no opinion is implied or may be inferred beyond the matters expressly stated. We hereby consent to the use of our opinion as herein set forth as an exhibit to the Registration Statement and to the use of our name under the caption "Legal Matters" in the prospectus forming a part of the Registration Statement. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder or Item 509 of Regulation S-K.

Very truly yours,

/s/Baker & McKenzie LLP  
BAKER & MCKENZIE LLP

17 June 2014

Matter No.: 346699  
Doc Ref: legal8116922  
Email: ciara.brady@conyersdill.com  
Tel: 441 278 7974

Weatherford International Ltd.  
2000 St James Place,  
Houston, Texas 77056 U.S.A.

Dear Sirs,

**Re: Weatherford International Ltd. (the “Company”)**

We have acted as special legal counsel in Bermuda to the Company, a Bermuda exempted company, in connection with a post-effective amendment No. 1 to a registration statement on Form S-3 filed with the U.S. Securities and Exchange Commission (the “Commission”) on 17 June 2014 (the “Registration Statement”, which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) relating to the shelf registration under the U.S. Securities Act of 1933, as amended, (the “Securities Act”) of, *inter alia*, (i) senior debt securities of the Company (the “Debt Securities”) to be issued pursuant to an indenture dated October 1, 2003 (as amended) originally among the Company, as issuer, Weatherford International, Inc. (“Weatherford Delaware”), a Delaware corporation, as guarantor, and Deutsche Bank Trust Company Americas (the “Trustee”), as trustee (the “2003 Indenture”, which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto) and (ii) the guarantee by the Company (the “Guarantees”) of senior debt securities issued by Weatherford Delaware (the “Weatherford Delaware Debt Securities”, together with the Debt Securities, the “Securities”) pursuant to an indenture dated 18 June 2007 (as amended) originally among Weatherford Delaware, as issuer, the Company, as guarantor, and the Trustee (the “2007 Indenture”, which term does not include any other document or agreement whether or not specifically referred to therein or attached as an exhibit or schedule thereto, together with the 2003 Indenture, the “Indentures” and “Indenture” means either one of them).

For the purposes of giving this opinion, we have examined a copy of the Registration Statement, the 2003 Indenture and the 2007 Indenture.

We have also reviewed the memorandum of association and the bye-laws of the Company (together, the “Constitutional Documents”) each certified by the Secretary of the Company on 28 May 2014, minutes of a meeting of the board of directors of the Company held on 3 September 2003, minutes of a meeting of the board of directors of the Company held on 30 May 2007, minutes of a meeting of the Pricing Committee of the board of directors of the Company held on 13 June 2007, written resolutions of the sole director of the Company dated 6 March 2014 and 17 June 2014 each certified by the Secretary of the Company on 17 June 2014 (together, the “Resolutions”), and such other documents

and made such enquiries as to questions of law as we have deemed necessary in order to render the opinion set forth below.

We have assumed (a) the genuineness and authenticity of all signatures and the conformity to the originals of all copies (whether or not certified) examined by us and the authenticity and completeness of the originals from which such copies were taken, (b) that where a document has been examined by us in draft form, it will be or has been executed and/or filed in the form of that draft, and where a number of drafts of a document have been examined by us all changes thereto have been marked or otherwise drawn to our attention, (c) the accuracy and completeness of all factual representations made in the Registration Statement and other documents reviewed by us, (d) that the Resolutions were passed at one or more duly convened, constituted and quorate meetings, or by unanimous written resolutions, remain in full force and effect and have not been, and will not be, rescinded or amended, (e) that the Company will issue the Debt Securities, and that the Company has entered into the Indentures, in furtherance of its objects as set out in its memorandum of association, (f) that the Constitutional Documents will not be amended in any manner that would affect the opinions expressed herein, (g) that there is no provision of the law of any jurisdiction, other than Bermuda, which would have any implication in relation to the opinions expressed herein, (h) that the consents given by the Bermuda Monetary Authority in its Notice to the Public dated 1 June 2005 will not have been revoked or amended at the time of issuance of any Debt Securities, (i) that the form and terms of any and all Securities, the issuance and sale of Securities by the Company and Weatherford Delaware and the Company's incurrence and performance of its obligations thereunder or in respect thereof (including, without limitation, its obligations under any related agreement, the Indentures (including, without limitation, the Guarantees) and supplements to the Indentures) in accordance with the terms thereof will not violate or will not have violated the Constitutional Documents nor any applicable law, regulation, order or decree in Bermuda, (j) that all necessary corporate action has been or will have been taken to authorise and approve the Guarantees and any issuance of Debt Securities, the terms of the offering thereof and related matters, and that the applicable definitive purchase, underwriting or similar agreement, and any applicable supplements to the Indentures has been or will have been duly approved, executed and delivered by or on behalf of the Company and all other parties thereto, (k) that the applicable purchase, underwriting or similar agreement, the Debt Securities, the Indentures (including, without limitation, the Guarantees), any supplements to the Indentures and any other agreement or other document relating to the Debt Securities and the Guarantees each are or will be valid, binding and enforceable in accordance with its terms pursuant to its governing law; (l) that the issuance, sale of and payment for the Debt Securities and the form of the Guarantees will be in accordance with the applicable purchase, underwriting or similar agreement, Indenture and supplements thereto and the Registration Statement (including the prospectus set forth therein and any applicable supplement or amendment thereto), (m) that, upon the issue of any Debt Securities, the Company will receive consideration for the full issue price thereof and where the Debt Securities have been issued to a subsidiary of the Company, such consideration shall be from sources external to the Company and/or its subsidiaries (n) that the Company will have complied, to the extent applicable, with the requirements of Part III of the Companies Act 1981, as amended, entitled "Prospectuses and Public Offers", (o) the capacity, power and authority of each of the parties other than the Company to enter into and perform their obligations under any and all documents (including, without limitation, the Indentures and all supplements thereto) entered into by such parties in connection with the Guarantees and the issuance of the Debt Securities, and the due execution and delivery thereof by each party thereto, and (p) that none of the parties to such documents carries on business from premises in Bermuda, at which it employs staff and pays salaries and other expenses.

The term "enforceable" as used in this opinion means that an obligation is of a type which the courts of Bermuda enforce. It does not mean that those obligations will be enforced in all circumstances in accordance with the terms of the Documents. In particular, the obligations of the Company in connection with any Security and any agreement or document relating thereto (a) will be subject to the laws from time to time in effect relating to bankruptcy, insolvency, liquidation, possessory liens, rights of set off, reorganisation, amalgamation, merger, moratorium or any other laws or legal procedures, whether of a similar nature or otherwise, generally affecting the rights of creditors as well as applicable international sanctions, (b) will be subject to statutory limitation of the time within which proceedings may be brought, (c) will be subject to general principles of equity and, as such, specific performance and injunctive relief, being equitable remedies, may not be available, (d) may not be given effect to by a Bermuda court if and to the extent they constitute the payment of an amount which is in the nature of a penalty and not in the nature of liquidated damages, and (e) may not be given effect by a Bermuda court to the extent that they are to be performed in a jurisdiction outside Bermuda

and such performance would be illegal under the laws of that jurisdiction. Notwithstanding any contractual submission to the jurisdiction of specific courts, a Bermuda court has inherent discretion to stay or allow proceedings in the Bermuda courts.

We have made no investigation of and express no opinion in relation to the laws of any jurisdiction other than Bermuda. This opinion is to be governed by and construed in accordance with the laws of Bermuda and is limited to and is given on the basis of the current law and practice in Bermuda. This opinion is issued solely for the purposes of the filing of the Registration Statement and in connection with the Guarantees and the issuance of the Debt Securities by the Company as described in the Registration Statement and is not to be relied upon in respect of any other matter.

On the basis of and subject to the foregoing we are of the opinion that:

1. The Company is duly incorporated and existing under the laws of Bermuda in good standing (meaning solely that it has not failed to make any filing with any Bermuda governmental authority or to pay any Bermuda government fee or tax which would make it liable to be struck off the Register of Companies and thereby cease to exist under the laws of Bermuda).
2. Upon the due issuance of the Debt Securities and payment of the consideration therefor, such Debt Securities will constitute valid, binding and enforceable obligations of the Company in accordance with the terms thereof.
3. The Guarantees will constitute valid, binding and enforceable obligations of the Company in accordance with the terms thereof.

We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the references to our firm under the caption “Legal Matters” in the prospectus forming a part of the Registration Statement. In giving such consent, we do not hereby admit that we are experts within the meaning of Section 11 of the Securities Act or that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the Rules and Regulations of the Commission promulgated thereunder.

Yours faithfully,

/s/ Conyers Dill & Pearman Limited

**Conyers Dill & Pearman Limited**

Solicitors  
70 Sir John Rogerson's Quay  
Dublin 2 Ireland

T +353 1 232 2000  
F +353 1 232 3333  
W [www.matheson.com](http://www.matheson.com)  
DX 2 Dublin

**Matheson**

Weatherford International plc  
Alpenstrasse 15  
6300 Zug  
Switzerland

Our Ref  
FBO 661725.4

Your Ref

June 17, 2014

Dear Sirs

**Weatherford International plc, an Irish public company limited by shares  
Registration Statement on Form S-3**

We have acted on behalf of Weatherford International plc, a public limited company incorporated under the laws of Ireland with company number 540406 (the "**Company**") in connection with the Company's post-effective amendment No. 1 to the registration statement on Form S-3 (including the base prospectus therein, the "**Registration Statement**") to be filed by the Company, pursuant to the Securities Act of 1933 of the United States of America, as amended (the "**Securities Act**"), with the Securities and Exchange Commission of the United States of America (the "**SEC**").

The Registration Statement relates to the issuance and sale from time to time, pursuant to Rule 415 of the Securities Act of:

- (a) the Company's ordinary shares (nominal value of US\$0.001 per share) (the "**Registered Shares**");
- (b) debt securities of Weatherford International, LLC, a Delaware limited liability company ("**Weatherford Delaware**"), in one or more series (the "**Weatherford Delaware Debt Securities**"), which are guaranteed by the Company under the terms of the Weatherford Delaware Debt Securities Indenture (as defined below); and
- (c) debt securities of Weatherford International Ltd., a Bermuda exempted company ("**Weatherford Bermuda**"), in one or more series (the "**Weatherford Bermuda Debt Securities**"), which are guaranteed by the Company under the terms of the Weatherford Bermuda Debt Securities Indenture (as defined below).

**Dublin**

**London**

**New York**

**Palo Alto**

Managing Partner: Liam Quirk - Partners: Patrick Sweetman, Brian Buggy, Michael Jackson, Chris Quinn, Tim Scanlon, Helen Kelly, Sharon Daly, Ruth Hunter, Tony O'Grady, Paraic Madigan, Michael O'Connor, Tara Doyle, Anne-Marie Bohan, Patrick Spicer, Turlough Galvin, Patrick Molloy, George Brady, Brid Munnally, Robert O'Shea, Joseph Beasly, Deirdre-Ann Barr, Damien Keogh, Cara O'Hagan, Dualta Counihan, Ronan McLoughlin, Niall Horgan, Deirdre Dunne, Alistair Payne, Fergus Bolster, Christian Donagh, Bryan Dunne, Libby Garvey, Shane Hogan, Peter O'Brien, John O'Connor, Thomas Hayes, Nicola Dunleavy, Julie Murphy-O'Connor, Mark O'Sullivan, Alan Connell, Brian Doran, John Gill, Alan Chiswick, Joe Duffy, Pat English, Carina Lawlor, Shay Lydon, Aidan Fahy, Niamh Counihan, Gerry Thornton, Liam Collins, Darren Maher, Michael Byrne, Philip Lovegrove, Rebecca Ryan, Aiden Kelly, Eanna Mellett, Catherine O'Meara, Elizabeth Grace, Deirdre Cummins, Alan Keating, Peter McKeever - Tax Principals: Greg Lockhart, John Kelly, Catherine Galvin - Head of London Office: Stanley Watson - Head of U.S. Offices: John Ryan - Of Counsel: William Prentice, Roderic Ensor, Paul Glenfield - Consultants: Frank Nowlan, Graham Richards, Don McAleese, Stuart Margetson, Anthony Walsh

The Weatherford Bermuda Debt Securities are, or will, be issued under an indenture dated 1 October 2003, as supplemented by supplemental indentures dated 25 March 2008, 8 January 2009, 26 February 2009, 23 September 2010, 4 April 2012, 14 August 2012, 31 March 2013 and 17 June 2014 (the 17 June 2014 supplemental indenture being the "**Eighth Supplemental Indenture**"), to which Weatherford Bermuda, as issuer, the Company and Weatherford Delaware, as guarantors, and Deutsche Bank Trust Company Americas, as trustee, are party (together the "**Weatherford Bermuda Debt Securities Indenture**").

The Weatherford Delaware Debt Securities are, or will, be issued under an indenture, dated 18 June 2007, as supplemented by supplemental indentures dated 18 June 2007, 26 February 2009, 14 August 2012, 31 March 2013 and 17 June 2014 (the 17 June 2014 supplemental indenture being the "**Fifth Supplemental Indenture**"), to which Weatherford Delaware, as issuer, the Company and Weatherford Bermuda, as guarantors, and Deutsche Bank Trust Company Americas, as trustee, are party (together the "**Weatherford Delaware Debt Securities Indenture**").

The Weatherford Delaware Debt Securities Indenture and the Weatherford Bermuda Debt Securities Indenture are collectively referred to herein as the "**Indentures**", the Weatherford Delaware Debt Securities and the Weatherford Bermuda Debt Securities are collectively referred to herein as the "**Debt Securities**" and the Registration Statement and the Indentures are collectively referred to herein as the "**Documents**".

## 1 **Scope of appointment and basis of opinion**

1.1 We have been requested by the Company to provide this opinion.

1.2 For the purpose of giving this opinion, we have examined:

- (a) the final form of the Registration Statement to be filed by the Company with the SEC;
- (b) copies of the Indentures (including the Eighth Supplemental Indenture and the Fifth Supplemental Indenture), sent to us in .pdf attachment to email;
- (c) a copy of the memorandum and articles of association of the Company, certified by the secretary of the Company as being true, complete and up-to-date;
- (d) copy minutes of meetings of the board of directors' of the Company held on 3 March 2014, 25 March 2014, 15 May 2014, 16 May 2014 and 6 June 2014, certified by the secretary of the Company to be true and complete copies of those board minutes and that the resolutions contained therein have not since been amended or rescinded;
- (e) copy written resolutions of the shareholders of the Company dated 15 May 2014 (the "**Section 60 Special Resolutions**"), 27 May 2014 and 6 June 2014, certified by the secretary of the Company to be true and complete copies of those shareholders' resolutions which have not since been amended or rescinded;
- (f) a copy statutory declaration of the directors of the Company made on 15 May 2014 pursuant to section 60(2) of the Companies Act 1963, certified by the secretary to be a true and complete copy;
- (g) a certificate of the secretary of the Company (the "**Certificate**");
- (h) a power of attorney of the Company dated 15 May 2014, authorising certain persons to execute, among other things, the Eighth Supplemental Indenture and Fifth Supplemental Indenture; and

- (i) a facsimile copy of the results of searches made on 16 June 2014 at the Irish Companies Registration Office, in the Register of Winding Up Petitions at the Central Office of the High Court of Ireland and at the Judgments' Office in the Central Office of the High Court of Ireland against the Company (together the "**Searches**").

- 1.3 We have made no searches or enquiries concerning, and we have not examined any contracts, instruments or documents entered into by or affecting the Company or any other person, or any corporate records of the aforesaid, save for those searches, enquiries, contracts, instruments, documents or corporate records specified as being made or examined in this opinion.
- 1.4 We express no opinion and make no representation or warranty as to any matter of fact. Furthermore, we have not been responsible for the investigation or verification of the facts or the reasonableness of any assumption or statements of opinion contained or represented by the Company in any of the Documents nor have we attempted to determine whether any material facts have been omitted therefrom.
- 1.5 We have not investigated the laws of any country other than Ireland and this opinion is given only with respect to the laws of Ireland in effect at the date of this opinion. We have assumed, without enquiry, that there is nothing in the laws of any other jurisdiction which would or might affect the opinions as stated herein.
- 1.6 This opinion is to be construed in accordance with, and governed by, the laws of Ireland, and is given solely on the basis that any issues of interpretation or liability arising hereunder may only be brought before the Irish courts, which will have exclusive jurisdiction in respect of such matters.
- 1.7 This opinion is delivered in connection with the filing of the Registration Statement with the SEC and is strictly limited to the matters stated herein and does not extend to, and is not to be read as extending by implication to, any other matter. We hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of our name therein. In giving this consent, we do not hereby admit that we come within the category of persons whose consent is required under section 7 of the Securities Act or the rules and regulations of the SEC promulgated thereunder. This opinion is furnished to you and the persons entitled to rely upon it pursuant to the applicable provisions of the Securities Act for use in connection with the filing of the Registration Statement and is not to be used, circulated, quoted or otherwise referred to for any other purpose without our express written consent.
- 1.8 We assume no obligation to update the opinions set forth in this letter.

## 2 **Assumptions**

For the purpose of giving this opinion we have assumed:

- (a) the authenticity and completeness of all documents submitted to us as originals;
- (b) the completeness and conformity to originals of all documents supplied to us as certified, conformed or photostatic copies or received by us by facsimile or email transmission and the authenticity and completeness of the originals of such documents;
- (c) the genuineness of the signatures and seals on all original and copy documents which we have examined;

- (d) that the proceedings described in the copy minutes of the meetings of the board of directors of the Company referred to above and examined for the purposes of this opinion were conducted in the manner therein described, that the meetings were properly convened and constituted and that the resolutions referred to therein were duly passed and adopted and have not since been amended or rescinded;
- (e) that the written resolutions of the shareholders referred to above were duly passed and adopted and have not since been amended or rescinded;
- (f) that the statutory declaration referred to in paragraph 1.2 (f) as having been made pursuant to section 60(2) of the Companies Act 1963 was duly made and filed in the Companies Registration Office as therein described;
- (g) that, at the time of the allotment of any Registered Shares: (i) the Registration Statement will be effective and continue to be effective; (ii) the Company will have a sufficient number of authorised but unissued Registered Shares in its capital (at least equal to the number of Registered Shares to be allotted and issued); (iii) the directors of the Company will have been generally and unconditionally authorised by ordinary resolution of the shareholders, in accordance with section 20 of the Companies (Amendment) Act 1983, as amended (the “**1983 Act**”), to allot a sufficient number of Shares (at least equal to the number of Registered Shares to be allotted and issued); and (iv) if issued for cash consideration, such Registered Shares will be allotted and issued in accordance with section 23(1) of the 1983 Act or the directors will have been empowered, by special resolution of the shareholders, passed in accordance with section 23 and section 24(1) of the 1983 Act, to allot and issue such Registered Shares as if the said section 23(1) did not apply to such allotment and issue;
- (h) that any Registered Shares allotted and issued in accordance with the Registration Statement will be paid-up in consideration of the receipt by the Company from the party to whom the Registered Shares are to be issued, prior to, or simultaneously with the issue of such Registered Shares, of cash and other consideration at least equal to the nominal value of such Registered Shares and, to the extent that any of the consideration for such Registered Shares is payable otherwise than in cash, that the provisions of sections 29 to 33 of the 1983 Act have been complied with;
- (i) that no Registered Shares will be allotted and issued: (i) for consideration of an undertaking from an person that he or another will do work or perform services for the Company or for any other person; (ii) for consideration otherwise than in cash that includes an undertaking which is to be or may be performed more than five years after the date of allotment; or (iii) for other consideration which, from time to time, is not considered good or adequate consideration;
- (j) that no Registered Shares will be allotted and issued other than pursuant to a resolution of the board of directors of the Company (or duly authorised committee thereof) that has been validly and sufficiently proposed and passed in accordance with the articles of association of the Company;
- (k) that the Documents and all deeds, instruments, assignments, agreements and other documents in relation to the matters contemplated by the Documents and / or this opinion are:

- (i) within the capacity and powers of, have been validly authorised, executed and delivered by and are valid, legal, binding and enforceable obligations of the parties thereto; and
  - (ii) are not subject to avoidance by any person,
- under all applicable laws and in all applicable jurisdictions other than (in the case of the Company) the laws of Ireland and the jurisdiction of Ireland;
- (l) that the offering or sale (including the marketing) of any Registered Shares or Debt Securities will be made, effected and conducted in accordance with and will not violate: (i) the memorandum or articles of association, from time to time, of the Company; (ii) any applicable laws and regulations (including, without limitation, (A) the securities laws and regulations of any jurisdiction (including Ireland) or supra-national authority which impose any restrictions, or mandatory requirements, in relation to the offering or sale of shares to the public in any jurisdiction (including Ireland) and any prospectus (or analogous disclosure document) prepared in connection therewith; and (B) the competition, anti-trust or merger control laws and regulations of any jurisdiction (including Ireland) or supra-national authority); and (iii) any requirement or restriction imposed by any court, governmental body or supra-national authority having jurisdiction over the Company or the members of its group;
  - (m) that, at the time of the issuance and sale of any Debt Securities: (i) the Registration Statement will be effective and continue to be effective; (ii) the sale of and payment for any Debt Securities will be in accordance with the Registration Statement (including the prospectus set forth in the Registration Statement and any applicable supplements and amendments thereto); (iii) in any underwritten offering, a definitive purchase, underwriting or similar agreement with respect to any Debt Securities will be duly authorised and validly executed and delivered by the Company and the other parties thereto; and (iv) the issuance and sale (including the marketing) of any Debt Securities will not violate the Company's memorandum and articles of association, any applicable law or any requirement or restriction imposed by any court or governmental body having jurisdiction over the Company or result in a default under or breach of any agreement or instrument binding on the Company;
  - (n) that, other than as approved by the Section 60 Special Resolutions, the Company has not, by virtue of the Documents, given, nor shall it give, directly or indirectly, financial assistance, as contemplated by section 60 of the Companies Act 1963, for the purpose of, or in connection with the subscription for or purchase of shares in itself or any company which is its holding company;
  - (o) that the Company has not given, nor shall it give, directly or indirectly, and whether by means of a loan, guarantee, the provision of security or otherwise, any financial assistance, as contemplated by section 60 of the Companies Act 1963, for the purpose of, or in connection with, the purchase or subscription by any person of, or for, any Registered Shares save as permitted by, or pursuant to an exemption to, the said section 60;
  - (p) that insofar as any of the Documents fall to be performed in any jurisdiction other than Ireland its performance will not be illegal or ineffective by virtue of the laws of that jurisdiction;
  - (q) that the Company, Weatherford Delaware and Weatherford Bermuda together comprise a "group" for the purposes of section 35 of the Companies Act 1990 and that any person that subsequently becomes

an issuer or guarantor under the Indentures or whose obligations are guaranteed thereunder by the Company will also be, and continue to be, a member of such group.

- (r) that there is or are no factual information or documents possessed or discoverable by persons other than ourselves of which we are not aware but of which we should be aware for the purposes of this opinion;
- (s) the accuracy and completeness as to factual matters of the representations and warranties of the Company contained in the Documents and the accuracy of the Certificate;
- (t) that there are no agreements or arrangements in existence which in any way amend or vary or are inconsistent with the terms of the Documents or in any way bear upon, or are inconsistent with, the contents of this opinion;
- (u) that, in approving the filing by the Company of the Registration Statement and the execution and delivery by the Company of the Eight Supplemental Indenture and the Fifth Supplemental Indenture, the directors of the Company have acted in a manner they consider, in good faith, to be in the best interests of the Company for its legitimate business purposes and would be most likely to promote the success of the Company for the benefit of its members as a whole;
- (v) the absence of fraud and the presence of good faith on the part of all parties to the Indentures and their respective officers, employees, agents and advisers;
- (w) that the information disclosed by the Searches was accurate at the date the Searches were made and has not been altered and that the Searches did not fail to disclose any information which had been delivered for registration but did not appear from the information available at the time the Searches were made or which ought to have been delivered for registration at that time, but had not been so delivered, and that no additional matters would have been disclosed by searches carried out since that time;
- (x) that: (i) the Company was, or will be, fully solvent (A) at the time of, and immediately after, the filing of the Registration Statement, (B) at the time of, and immediately after, the execution and delivery of the Indenture and (C) at the date hereof; (ii) the Company would not, as a consequence of doing any act or thing which any of the Documents contemplate, permit or require the Company to do, be insolvent; and (iii) no steps have been taken or, to the best of the knowledge, information and belief of the directors of the Company, are being taken to appoint a receiver, liquidator or an examiner over the Company or any part of its undertaking or assets, or to strike the Company off the Register of Companies or to otherwise dissolve or wind up the Company; and
- (y) the truth of all representations and information given to us in reply to any queries we have made which we have considered necessary for the purposes of giving this opinion.

### 3 **Opinion**

Based upon, and subject to, the foregoing and subject to the qualifications set out in this letter and any matter not disclosed to us, we are of the opinion that so far as the laws of Ireland are concerned:

- (a) the Company is a public limited company, duly incorporated and existing under the laws of Ireland;

- (b) upon the issuance of Registered Shares as contemplated by the Registration Statement, subject to receipt by the Company of the full consideration payable in respect thereof, such Registered Shares will be legally issued, fully-paid and non-assessable (which term means that no shareholder shall be obliged to pay or contribute further amounts to the capital of the Company in connection with the issue of such shares); and
- (c) the guarantees provided for under each Indenture have been duly authorised by the Company and constitute legal, valid and binding obligations of the Company.

4

## Qualifications

The opinions set forth in this opinion letter are given subject to the following qualifications:

- (a) A search at the Companies Registration Office is not capable of revealing whether or not a winding up petition or a petition for the appointment of an examiner has been presented and a search at the Registry of Winding up Petitions at the Central Office of the High Court is not capable of revealing whether or not a receiver has been appointed. Whilst each of the making of a winding up order, the making of an order for the appointment of an examiner and the appointment of a receiver may be revealed by a search at the Companies Registration Office it may not be filed at the Companies Registration Office immediately and, therefore, our searches at the Companies Registration Office may not have revealed such matters.
- (b) The terms “valid and binding” as used in paragraph 3(c) above, means that the obligations assumed by the Company under the Indentures are of a type which the Irish courts enforce. It does not mean that those obligations will necessarily be enforced in all circumstances in accordance with their terms. In particular:
  - (i) enforcement of obligations of a party to be performed after the date hereof may be limited by bankruptcy, insolvency, liquidation, court protection, reorganisation and other laws of general application relating to or affecting the rights of creditors as such laws may be applied in the event of bankruptcy, insolvency, liquidation, court protection, reorganisation or other similar proceedings with respect to such party;
  - (ii) equitable remedies (such as specific performance or injunctive relief) may not be available to persons seeking to enforce provisions of the Indentures and will not be available where damages are considered to be an adequate remedy;
  - (iii) claims may become barred under the Statute of Limitations of 1957 (as amended from time to time) or under other statutes or may be or become subject to defences of set-off or counterclaim (except to the extent that any right of set-off has been waived and is not required by the provisions of the rules applicable in a liquidation to be exercised);
  - (iv) where obligations are to be performed in a jurisdiction outside Ireland, they may not be enforceable in Ireland to the extent that performance would be illegal or contrary to the public policy under the laws of the other jurisdiction; and

- (v) enforcement of obligations may be invalidated by reason of fraud, misrepresentation, mistake or duress or by the provisions of Irish law applicable to contracts held to have been frustrated by events happening after their execution.
- (c) Any provision of any of the Documents which provides for interest to be paid on overdue amounts at a rate higher than the predefault rate may amount to a penalty under the laws of Ireland and may therefore not be recoverable.
- (d) No opinion is expressed as to whether the courts of Ireland would give effect to any currency indemnity contained in any of the Documents.
- (e) An Irish court may refuse to give effect to a purported contractual obligation to pay costs imposed upon a party in respect of the costs of any unsuccessful litigation brought against that party and such a court may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court.
- (f) Where any party to the Documents is vested with a discretion or may determine a matter in its opinion, Irish law may require that such discretion is exercised reasonably or that such opinion is based on reasonable grounds.
- (g) Any provision in the Documents providing that any calculation or certification is to be conclusive and binding will not be effective if such calculation or certification is fraudulent and will not necessarily prevent judicial enquiry into the merits of any claim by any party thereto.
- (h) Provisions as to severability may not be binding under the laws of Ireland as the question of whether or not any provision of any of the Documents which may be invalid on account of illegality or otherwise may be severed from the other provisions thereof in order to save such other provisions would be determined by an Irish court at its discretion.
- (i) An agreement may be varied, amended or discharged by a further agreement or affected by a collateral agreement which may be effected by an oral agreement or a course of dealing.
- (j) As regards jurisdiction, the courts of Ireland may stay proceedings if concurrent proceedings are being brought elsewhere.
- (k) Whilst in the event of any proceedings being brought in the Irish courts in respect of a monetary obligation expressed to be payable in a currency other than euro, an Irish court would have power to give a judgement expressed as an order to pay a currency other than euro, it may decline to do so in its discretion and an Irish court might not enforce the benefit of any currency or conversion clause and, with respect to a bankruptcy, liquidation, insolvency, reorganisation or similar proceeding, Irish law may require that all clauses or debts are converted into euro at an exchange rate determined by the court as at a date related thereto, such as the date of commencement of a winding up.
- (l) The effectiveness of terms exculpating any party to the Documents from a liability or duty otherwise owed are limited by law.
- (m) The Companies (Amendment) Act 1990 prohibits certain steps being taken except with the leave of the court against a company after the presentation of a petition for the appointment of an examiner. This prohibition continues, if an examiner is appointed, for so long as the examiner remains appointed

(maximum period of 100 days). Prohibited steps include steps taken to enforce any guarantees or security, the commencement or continuation of proceedings or execution or other legal process or the levying of distress against the company or its property and the appointment of a receiver.

Yours faithfully

**Matheson**

## Computation of Ratio of Earnings to Fixed Charges

	Three months Ended March 31,	Year Ended December 31,				
(Dollars in millions except ratios)	2014	2013	2012	2011	2010	2009
Income (Loss) from continuing operations before income taxes (a)	\$ (6)	\$ (207)	\$ (339)	\$ 727	\$ 190	\$ 274
Fixed charges:						
Interest expense (b)	128	524	492	462	416	384
Capitalized Interest	1	4	10	10	19	32
Interest factor portion of rentals (c)	33	131	111	81	65	63
Total fixed charges	162	659	613	553	500	479
Less: Capitalized Interest	(1)	(4)	(10)	(10)	(19)	(32)
Earnings before income taxes and fixed charges	\$ 155	\$ 448	\$ 264	\$ 1,270	\$ 671	\$ 721
Ratio of earnings to fixed charges	—	—	—	2.30	1.34	1.51
Deficiency of earnings available to cover fixed charges (d)	\$ (7)	\$ (211)	\$ (349)	\$ —	\$ —	\$ —

- (a) Income from continuing operations before income taxes has been adjusted to include only distributed income of less-than-fifty-percent-owned persons.
- (b) Interest expense consists of interest expense incurred from continuing operations and amortization of debt issuance costs.
- (c) Interest factor portion of rentals is estimated to be one-third of rental expense.
- (d) For the three months ended March 31, 2014, earnings, as defined, before fixed charges were inadequate to cover fixed charges by \$7 million. For the years ended December 31, 2013 and 2012, earnings, as defined, before fixed charges were inadequate to cover fixed charges by \$211 million and \$349 million, respectively.

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
Weatherford International plc:

We consent to the use of our reports dated February 25, 2014, with respect to the consolidated balance sheet of Weatherford International plc, successor issuer to Weatherford International Ltd., as of December 31, 2013, and the related consolidated statements of operations, comprehensive income (loss), shareholders' equity, and cash flows for the year ended December 31, 2013, the related financial statement schedule, and the effectiveness of internal control over financial reporting as of December 31, 2013, incorporated herein by reference and to the reference to our firm under the heading "Experts" in the prospectus, which reports appear in the December 31, 2013 annual report on Form 10-K of Weatherford International Ltd.

/s/ KPMG LLP

Houston, Texas  
June 17, 2014

**Consent of Independent Registered Public Accounting Firm**

We consent to the reference to our firm under the caption “Experts” in this Registration Statement (Form S-3 No. 333-194431) and related Prospectus of Weatherford International plc for the registration of registered shares, debt securities and guarantees of debt securities and to the incorporation by reference therein of our report dated March 4, 2013, with respect to the consolidated financial statements and schedule of Weatherford International Ltd. and Subsidiaries as of December 31, 2012 and for each of the two years in the period then ended, included in its Annual Report (Form 10-K) for the year ended December 31, 2013, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Houston, Texas  
June 17, 2014