

ENSCO PLC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 08/07/02

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SIC Code	1381 - Drilling Oil and Gas Wells
Industry	Oil Well Services & Equipment
Sector	Energy
Fiscal Year	12/31

ENSCO INTERNATIONAL INC

FORM S-8

(Securities Registration: Employee Benefit Plan)

Filed 8/7/2002

Address	500 NORTH AKARD STREET SUITE 4300 DALLAS, Texas 75201-3331
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CIK	0000314808
Industry	Oil Well Services & Equipment
Sector	Energy
Fiscal Year	12/31

SECURITIES AND EXCHANGE COMMISSION

WASHINGTON, D.C. 20549

FORM S-8

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

ENSCO INTERNATIONAL INCORPORATED

(Exact name of registrant as specified in its charter)

DELAWARE
(State or other jurisdiction of
incorporation or organization)

76-0232579
(I.R.S. Employer
Identification No.)

2700 FOUNTAIN PLACE
1445 ROSS AVENUE
DALLAS, TEXAS
(Address of principal executive offices)

75202-2792
(Zip code)

ENSCO INTERNATIONAL INCORPORATED 2000 STOCK OPTION PLAN (Full title of the plan)

CARY A. MOOMJIAN, JR.
VICE PRESIDENT, GENERAL COUNSEL AND SECRETARY
2700 FOUNTAIN PLACE
1445 ROSS AVENUE
DALLAS, TEXAS 75202-2792
(Name and address of agent for service)

(214) 922-1500
(Telephone number, including area code, of agent for service)

Copy to:

Daniel W. Rabun
Baker & McKenzie
2001 Ross Avenue, Suite 2300
Dallas, Texas 75201
(214) 978-3000

CALCULATION OF REGISTRATION FEE

TITLE OF SECURITIES TO BE REGISTERED(1)	AMOUNT TO BE REGISTERED(1)	PROPOSED MAXIMUM OFFERING PRICE PER SHARE(3)	PROPOSED MAXIMUM AGGREGATE OFFERING PRICE(3)	AMOUNT OF REGISTRATION fee(4)
----- Common Stock, par value \$.10 per share	489,761(2)	\$23.01	\$11,269,401	\$-0-

(1) Shares of common stock of ENSCO International Incorporated, a Delaware corporation (the "Company" or the "Registrant"), par value \$.10 per share ("Company common stock"), being registered hereby represent the aggregate number of shares of Company common stock issuable pursuant to the ENSCO International Incorporated 2000 Stock Option Plan, as amended (formerly known as the Chiles Offshore Inc. 2000 Stock Option Plan) (the "Plan"). The Company has assumed each outstanding option to purchase shares of common stock of Chiles, par value \$.10 per share ("Chiles common stock"), pursuant to the Plan ("Chiles Options") as further explained in Note 2 below. Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), there are also being registered such additional shares of Company common stock as may become issuable under the anti-dilution provisions of the Plan or by reason of any dividend, stock-split, recapitalization or any other similar transaction without receipt of consideration that results in an increase in the number of shares of Company common stock issuable pursuant to the assumption of Chiles Options by the Company.

(2) On May 14, 2002, the Company, Chore Acquisition, Inc., a Delaware corporation and wholly-owned subsidiary of the Company ("Merger Sub"), and Chiles Offshore Inc., a Delaware corporation ("Chiles"), entered into a Merger Agreement (the "Merger Agreement"). Pursuant to the Merger Agreement, Chiles was merged with and into Merger Sub (the "Merger") on August 7, 2002 (the "Effective Time"), with Merger Sub surviving as a wholly-owned subsidiary of the Company (the "Surviving Company"). As the result of the Merger, each outstanding share of Chiles common stock, other than dissenting shares and shares held by the Company, Merger Sub or Chiles, if any, was converted into the right to receive 0.6575 of a share of Company common stock and \$5.25 in cash (the "Merger Consideration").

Also as a result of the Merger, Chiles common stock is no longer issuable upon the exercise of Chiles Options. As of the Effective Time, the Company has assumed Chiles Options originally granted to Plan participants under the Plan. Pursuant to the Merger Agreement, Chiles Options have been converted into options exercisable for such amount of the Merger Consideration as the holders thereof would have received had they exercised their Chiles Options in full immediately prior to the Effective Time.

(3) Estimated solely for purpose of calculating the registration fee pursuant to Rule 457(c) and (h) promulgated under the Securities Act, based on the average high and low per share prices of the common stock as reported by the New York Stock Exchange on August 5, 2002.

(4) The securities being registered hereby were included in calculation of the registration fee paid in connection with the Company's registration statement no. 333-89998 on Form S-4, filed with the Securities and Exchange Commission (the "Commission") on June 7, 2002.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I will be sent or given to employees as specified by Rule 428(b)(1) of the Securities Act. In accordance with the instructions to Part I of Form S-8, such documents will not be filed with the Commission. These documents and the documents incorporated by reference pursuant to Item 3 of Part II of this registration statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

ITEM 3. INCORPORATION OF DOCUMENTS BY REFERENCE.

The following documents that the Registrant has filed with or furnished to the Commission are incorporated in this Registration Statement by reference and made a part hereof:

- (a) Amended annual report on Form 10-K/A for the fiscal year ended December 31, 2001, filed with the Commission on June 28, 2002;
- (b) Annual report on Form 10-K for the fiscal year ended December 31, 2001, filed with the Commission on March 1, 2002;
- (c) Proxy statement of the Registrant dated March 22, 2002, filed with the Commission on March 25, 2002;
- (d) Current report on Form 8-K dated January 17, 2002, filed with the Commission on January 17, 2002;
- (e) Current report on Form 8-K dated February 15, 2002, filed with the Commission on February 19, 2002;
- (f) Current report on Form 8-K dated March 18, 2002, filed with the Commission on March 20, 2002;
- (g) Current report on Form 8-K dated April 4, 2002, filed with the Commission on April 10, 2002;
- (h) Current report on Form 8-K dated April 16, 2002, filed with the Commission on April 17, 2002;
- (i) Quarterly report on Form 10-Q for the quarter ended March 31, 2002, filed with the Commission on May 7, 2002;
- (j) Current report on Form 8-K dated May 14, 2002, filed with the Commission on May 16, 2002;
- (k) Current report on Form 8-K dated May 15, 2002, filed with the Commission on May 17, 2002;
- (l) Current report on Form 8-K dated June 17, 2002, filed with the Commission on June 17, 2002;
- (m) Amended current report on Form 8-K/A dated June 17, 2002, filed with the Commission on June 18, 2002;
- (n) Amended current report on Form 8-K/A dated June 17, 2002, filed with the Commission on June 20, 2002;
- (o) Current report on Form 8-K dated July 18, 2002, filed with the Commission on July 22, 2002;
- (p) Current report on Form 8-K dated August 7, 2002, filed with the Commission on August 7, 2002;
- (q) The description of the Registrant's common stock contained in the registration statement on Form 8-B filed with the Commission on November 12, 1987, and the Registration Statement on Form 8-A filed with the Commission on February 3, 1981, and any amendment or report filed with the Commission for the purpose of updating the description; and
- (r) The description of the Registrant's preferred share purchase rights contained in the registration statement on Form 8-A/A-1 (File No. 001-08097), filed with the Commission on March 4, 1997, and any amendment or report filed with the Commission for the purpose of updating the description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities and Exchange Act of 1934 (the "Exchange Act") subsequent to the effective date of this Registration Statement, but prior to the filing of a post-effective amendment to this Registration Statement indicating that all securities offered hereby have been sold or de-registering all securities then remaining unsold, shall be deemed to be incorporated by

reference herein and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed to constitute a part of this Registration Statement, except as so modified or superseded.

ITEM 4. DESCRIPTION OF SECURITIES.

Not applicable.

ITEM 5. INTERESTS OF NAMED EXPERTS AND COUNSEL.

None.

ITEM 6. INDEMNIFICATION OF DIRECTORS AND OFFICERS.

Section 145 of the Delaware General Corporation Law, or the DGCL, provides that, subject to specific limitations in the case of derivative suits brought by a corporation's stockholders in its name, a corporation may indemnify any individual who is made a party or threatened to be made a party to any third party suit or proceeding on account of being a director, officer, employee or agent of the corporation against expenses, including attorneys' fees, judgments, fines and amounts paid in settlement reasonably incurred by him or her in connection with the action, if the individual:

- o acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation; and
- o in the case of a criminal proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Moreover, to the extent a present or former director or officer is successful in the defense of the action, suit or proceeding, the DGCL requires a corporation to indemnify the individual for reasonable expenses incurred thereby.

Article 15 of the Registrant's certificate of incorporation provides, in general, that the Registrant must, to the full extent authorized or permitted by law, indemnify its directors and officers under certain of the circumstances defined in Section 145 of the DGCL, and that no director of the Registrant will be personally liable to the Registrant or its stockholders for monetary damages for any breach of such director's fiduciary duty, with certain exceptions. Article 15 further allows the Registrant to purchase and maintain insurance on behalf of the Registrant's directors, officers, employees or agents and to provide for such indemnification by means of a trust fund, security interest, letter of credit, surety bond, contract and/or similar arrangement. The directors and officers of the Registrant and its subsidiaries are insured (subject to certain exceptions and deductions) against liabilities which they may incur in their capacity as such, including liabilities under the Securities Act, under a liability insurance policy carried by the Registrant. The Registrant has also entered into agreements with its officers and directors which essentially provide that the Registrant will indemnify the officers and directors to the extent set forth in the Registrant's certificate of incorporation and bylaws.

Article VII, Section 7 of the Registrant's bylaws provides that the Registrant must indemnify its officers, directors, employees and agents to the full extent permitted by the DGCL.

The Merger Agreement provides that for six years from the Effective Time, the Registrant will maintain for the benefit of the current directors and officers of Chiles all existing rights to indemnification. These rights shall be observed by the Registrant to the fullest extent permitted by Delaware law for a period of six years from the Effective Time and the Registrant has agreed to guarantee the performance of these obligations.

From the Effective Time until September 18, 2006, the Surviving Company shall maintain in effect, for the benefit of the current directors and officers of Chiles with respect to acts or omissions occurring prior to the Effective Time, the existing policy of directors' and officers' liability insurance maintained by Chiles as of the date of the Merger Agreement in the form disclosed by Chiles to the Registrant prior to the date of the Merger Agreement; provided that (a) the Surviving Company may substitute for such existing policy a policy or policies of comparable coverage and (b) the Surviving Company shall not be required to pay annual premiums for such existing policy (or for any substitute policies) in excess of \$200,000 in the aggregate. In the event any future annual premiums for such existing policy (or any substitute policies) exceed \$200,000 in the aggregate, the Surviving Company shall be entitled to reduce the amount of coverage of the existing policy (or any substitute policies) to the amount of coverage that can be obtained for an aggregate annual premium of \$200,000.

ITEM 7. EXEMPTION FROM REGISTRATION CLAIMED.

Not applicable.

ITEM 8. EXHIBITS.

The following are filed as exhibits to this Registration Statement:

EXHIBIT NO.	DESCRIPTION
4.1	Merger Agreement, dated May 14, 2002, by and among ENSCO International Incorporated, Chore Acquisition, Inc. and Chiles Offshore Inc. (incorporated by reference to Exhibit 2.1 to the Registrant's Current Report on Form 8-K, filed with the Commission on May 16, 2002, File No. 001-08097)
4.2	Amended and Restated Certificate of Incorporation of the Registrant (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 1997, File No. 001-08097)
4.3	Bylaws of the Registrant, as amended, effective March 30, 2001 (incorporated by reference to Exhibit 3.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended March 31, 2001, File No. 001-08097)
4.4	Rights Agreement, dated February 21, 1995, between ENSCO International Incorporated and American Stock Transfer & Trust Company, as Rights Agent, which includes as Exhibit A the Form of Certificate of Designations of Series A Junior Participating Preferred Stock of ENSCO International Incorporated, as Exhibit B the Form of Right Certificate, and as Exhibit C the Summary of Rights to Purchase Shares of Preferred Stock of ENSCO International Incorporated (incorporated by reference to Exhibit 4 to Registrant's Form 8-K dated February 21, 1995, File No. 1-8097)
4.5	First Amendment to Rights Agreement, dated March 3, 1997, between ENSCO International Incorporated and American Stock Transfer & Trust Company, as Rights Agent (incorporated by reference to Exhibit 4.2 to the Registrant's Current Report on Form 8-K dated March 3, 1997, File No. 001-8097)
4.6*	ENSCO International Incorporated 2000 Stock Option Plan (formerly known as the Chiles Offshore Inc. 2000 Stock Option Plan)
4.7*	Amendment No. 1 to the ENSCO International Incorporated 2000 Stock Option Plan
4.8*	Amendment No. 2 to the ENSCO International Incorporated 2000 Stock Option Plan
5.1*	Opinion of Baker & McKenzie as to the legality of shares being registered

15.1*	Letter from KPMG LLP regarding unaudited interim financial information
23.1*	Consent of PricewaterhouseCoopers LLP
23.2*	Consent of KPMG LLP
23.3*	Consent of Baker & McKenzie (included in Exhibit 5.1)
24	Power of Attorney (included in the signature pages of this Registration Statement)

* filed herewith

ITEM 9. UNDERTAKINGS.

(a) The undersigned Registrant hereby undertakes:

(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;

(ii) To reflect in the prospectus any facts or events arising after the effective date of this 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 this 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 Commission 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;

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that the undertakings set forth in paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement;

(2) That, for the purpose of determining any liability under the Securities Act, 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; and

(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.

(b) The undersigned Registrant hereby further undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this 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 may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant

has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the 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 Registrant 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 and will be governed by the final adjudication of such issue.

SIGNATURES

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-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Dallas, State of Texas, on August 7, 2002.

ENSCO INTERNATIONAL INCORPORATED

By: /s/ Carl F. Thorne

Carl F. Thorne
Chairman of the Board and Chief
Executive Officer

POWER OF ATTORNEY

Each person whose signature appears below hereby authorizes Carl F. Thorne to file one or more amendments (including post-effective amendments) to this Registration Statement, which amendments may make such changes in this Registration Statement as each of them deems appropriate, and each such person hereby appoints Carl F. Thorne as attorney-in-fact to execute in the name and on behalf of the Registrant and any such person, individually and in each capacity stated below, any such amendments to this Registration Statement.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the date indicated.

SIGNATURE -----	TITLE -----	DATE ----
/s/ Carl F. Thorne ----- Carl F. Thorne	Chairman of the Board and Chief Executive Officer (Principal Executive Officer)	August 7, 2002
/s/ H. E. Malone ----- H. E. Malone	Vice President - Accounting, Tax & Information Systems (Principal Financial Officer)	August 7, 2002
/s/ David A. Armour ----- David A. Armour	Controller (Principal Accounting Officer)	August 7, 2002
/s/ David M. Carmichael ----- David M. Carmichael	Director	August 7, 2002
/s/ Gerald W. Haddock ----- Gerald W. Haddock	Director	August 7, 2002

/s/ Thomas L. Kelly II ----- Thomas L. Kelly II	Director	August 7, 2002
/s/ Morton H. Meyerson ----- Morton H. Meyerson	Director	August 7, 2002
/s/ Paul E. Rowsey, III ----- Paul E. Rowsey, III	Director	August 7, 2002
/s/ Joel V. Staff ----- Joel V. Staff	Director	August 7, 2002

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24	Power of Attorney (included in the signature pages of this Registration Statement)

* filed herewith

EXHIBIT 4.6

CHILES OFFSHORE INC.

2000 STOCK OPTION PLAN

I. PURPOSE. The Chiles Offshore Inc. 2000 Stock Option Plan (the "Plan") is intended to provide incentives which will attract, retain and motivate select officers, key employees and other persons providing services to Chiles Offshore Inc. (the "Company") and its subsidiaries and affiliates, by providing them opportunities to acquire shares of the Company's common stock, par value \$.01 per share ("Common Stock"), or to receive monetary payments based on the value of such shares pursuant to the Benefits (as defined below) described herein. Furthermore, the Plan is intended to assist in aligning the interests of the Company's officers, key employees and other persons providing services to those of the Company's stockholders.

II. ADMINISTRATION.

A. The Plan will be administered by a committee (the "Committee") appointed by the Board of Directors of the Company from among its members (which may be the Compensation Committee) and shall be comprised, unless otherwise determined by the Board of Directors, of not less than two members who shall be

(i) "Non-Employee Directors" within the meaning of Rule 16b-3(b)(3) (or any successor rule) promulgated under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and (ii) "outside directors" within the Treasury Regulation Section 1.162-27(e)(3) under Section 162 (m) of the Internal Revenue Code of 1986, as amended (the "Code"). The Committee is authorized, subject to the provisions of the Plan, to establish such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and interpretations and to take such action in connection with the Plan and any Benefits granted hereunder as it deems necessary or advisable. In particular, the Committee may establish or waive the terms and conditions applicable to any Benefit awarded under the Plan and may waive any or all of such terms and conditions. All determinations and interpretations made by the Committee shall be binding and conclusive on all participants and their legal representatives. No member of the Board of the Directors, no member of the Committee and no employee of the Company shall be liable for any act or failure to act hereunder, except in circumstances involving his or her bad faith, gross negligence or willful misconduct, or for any act or failure to act hereunder by any other member or employee or by any agent to whom duties in connection with the administration of this Plan have been delegated. The Company shall indemnify members of the Committee and any agent of the Committee who is an employee of the Company, a subsidiary or an affiliate against any and all liabilities or expenses to which they may be subjected by reason of any act or failure to act with respect to their duties on behalf of the Plan, except in circumstances involving such person's bad faith, gross negligence or willful misconduct.

B. The Committee may delegate to one or more of its members, or to one or more agents, such administrative duties as it may deem advisable, and the Committee, or any person to whom it has delegated duties as aforesaid, may employ one or more persons to render advice with respect to any responsibility the Committee or such person may have under the Plan. The Committee may employ such legal or other counsel, consultants and agents as it may deem desirable for the administration of the Plan and may rely upon any opinion or computation received from any such counsel, consultant or agent. Expenses incurred by the Committee in the engagement of such counsel, consultant or agent shall be paid by the Company, or the subsidiary or affiliate whose employees have benefited from the Plan, as determined by the Committee.

III. PARTICIPANTS. Participants will consist of such officers, key employees and other persons providing services to the Company and its subsidiaries and affiliates as the Committee in its sole discretion determines to be significantly responsible for the success and future growth and profitability of the Company and whom the Committee may designate from time to time to receive Benefits under the Plan. Designation of a participant in any year shall not require the Committee to designate such person to receive a Benefit in any other year or, once designated, to receive the same type or amount of Benefit as granted to the participant in any other year. The Committee shall consider such factors as it deems pertinent in selecting participants and in determining the type and amount of their respective Benefits.

IV. TYPE OF BENEFITS. Benefits under the Plan may be granted in any one or a combination of (a) Stock

Options, (b) Stock Appreciation Rights, (c) Stock Awards, (d) Performance Awards and (e) Stock Units (each as described below, and collectively, the "Benefits"). Benefits shall be evidenced by agreements (which need not be identical) in such forms as the Committee may from time to time approve; provided, however, that in the event of any conflict between the provisions of the Plan and any such agreements, the provisions of the Plan shall prevail. The maximum number of shares of Common Stock with respect to which Benefits may be granted or measured to any individual participant under the Plan during any two calendar years shall not exceed 200,000, subject to any adjustments made in accordance with Section 12.

V. COMMON STOCK AVAILABLE UNDER THE PLAN. The aggregate number of shares of Common Stock that may be subject to Benefits, including Stock Options, granted under this Plan shall be the lesser of 1.1 million shares of Common Stock or five percent (5%) of the outstanding Common Stock on a fully diluted basis as of the date of the completion of an initial public offering of Common Stock, subject to any adjustments made in accordance with Section 12 hereof. Shares of Common Stock subject to the Plan may be authorized and unissued shares or treasury shares. Any shares of Common Stock subject to a Stock Option or Stock Appreciation Right which for any reason is canceled or terminated without having been exercised, any shares subject to Stock Awards, Performance Awards or Stock Units which are forfeited, any shares subject to Benefits settled in cash or any shares delivered to the Company as part or full payment for the exercise of a Benefit shall again be available for Benefits under the Plan. The preceding sentence shall apply only for purposes of determining the aggregate number of shares of Common Stock subject to Benefits but shall not apply for purposes of determining the maximum number of shares of Common Stock with respect to which Benefits (including the maximum number of shares of Common Stock subject to Stock Options and Stock Appreciation Rights) that may be granted to any individual participant under the Plan.

VI. STOCK OPTIONS. Stock Options will consist of awards from the Company that will enable the holder to purchase a specific number of shares of Common Stock, at set terms and at a fixed purchase price. Stock Options may be "incentive stock options" ("Incentive Stock Options"), within the meaning of Section 422 of the Code, or Stock Options which do not constitute Incentive Stock Options ("Nonqualified Stock Options"). The Committee will have the authority to grant to any participant one or more Incentive Stock Options, Nonqualified Stock Options, or both types of Stock Options (in each case with or without Stock Appreciation Rights); provided that Stock Options granted to any person who is not an employee of the Company or any parent or subsidiary corporation thereof (as defined in Section 424 of the Code) shall not be traded as Incentive Stock Options. Each Stock Option shall be subject to such terms and conditions consistent with the Plan as the Committee may impose from time to time, subject to the following limitations:

A. EXERCISE PRICE. Each Stock Option granted hereunder shall have such per-share exercise price as the Committee may determine at the date of grant; provided, however, subject to subsection (d) below that the per-share exercise price shall not be less than 90% of the Fair Market Value (as defined below) of the Common Stock on the date the Stock Option is granted.

B. PAYMENT OF EXERCISE PRICE. The option exercise price may be paid in cash or, in the discretion of the Committee, by the delivery of shares of Common Stock then owned by the participant, or by a combination of these methods. In the discretion of the Committee, payment may also be made by delivering a properly executed exercise notice to the Company together with a copy of irrevocable instructions to a broker to deliver promptly to the Company the amount of sale or loan proceeds to pay the exercise price. To facilitate the foregoing, the Company may enter into agreements for coordinated procedures with one or more brokerage firms. The Committee may prescribe any other method of paying the exercise price that it determines to be consistent with applicable law and the purpose of the Plan, including, without limitation, in lieu of the exercise of a Stock Option by delivery of shares of Common Stock of the Company then owned by a participant, providing the Company with a notarized statement attesting to the number of shares owned, where upon verification by the Company, the Company would issue to the participant only the number of incremental shares to which the participant is entitled upon exercise of the Stock Option. The Committee may, at the time of grant, provide for the grant of a subsequent Restoration Stock Option if the exercise price is paid for by delivering previously owned shares of Common Stock of the Company. Restoration Stock Options (i) may be granted in respect of no more than the number of shares of Common Stock tendered in exercising the predecessor Stock Option, (ii) shall have an exercise price equal to the Fair Market Value on the date the Restoration Stock Option is granted, and (iii) may have an exercise period that does not extend beyond the remaining term of the predecessor Stock Option. In determining which methods a participant may utilize to pay the

exercise price, the Committee may consider such factors as it determines are appropriate.

C. EXERCISE PERIOD. Stock Options granted under the Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee; provided, however, that no Stock Option shall be exercisable later than ten years after the date it is granted except in the event of a participant's death, in which case, the exercise period of such participant's Stock Options may be extended beyond such period but no later than one year after the participant's death. All Stock Options shall terminate at such earlier times and upon such conditions or circumstances as the Committee shall in its discretion set forth in such option agreement at the date of grant; PROVIDED, HOWEVER, the Committee may, in its sole, discretion, later wave any such condition.

D. LIMITATIONS ON INCENTIVE STOCK OPTIONS. Incentive Stock Options may be granted only to participants who are employees of the Company or one of its subsidiaries (within the meaning of Section 424(f) of the Code) at the date of grant. The per share exercise price of an Incentive Stock Option shall not be less than the Fair Market Value (determined as of the date of grant of such option) of a share of Common Stock. The aggregate Fair Market Value (determined as of the time the option is granted) of the Common Stock with respect to which Incentive Stock Options are exercisable for the first time by a participant during any calendar year (under all option plans of the Company and of any parent corporation or subsidiary corporation (as defined in Sections 424(e) and (f) of the Code, respectively)) shall not exceed \$100,000. For purposes of the preceding sentence, Incentive Stock Options will be taken into account in the order in which they are granted. Incentive Stock Options may not be granted to any participant who, at the time of grant, owns stock possessing (after the application of the attribution rules of Section 424(d) of the Code) more than 10% of the total combined voting power of all classes of stock of the Company or any parent or subsidiary corporation of the Company, unless the option price is fixed at not less than 110% of the Fair Market Value of the Common Stock on the date of grant and the exercise of such option is prohibited by its terms after the expiration of five years from the date of grant of such option. Notwithstanding anything to the contrary contained herein, no Incentive Stock Option may be exercised later than ten years after the date it is granted.

E. POST-EMPLOYMENT EXERCISES. The exercise of any Stock Option after termination of employment shall be in accordance with the terms and subject to the conditions established by the Committee pursuant to Section 6(c) hereof and, in any case, shall be further subject to satisfaction of the conditions precedent that the Participant neither (i) competes with, or takes other employment with or renders services to a competitor of, the Company, its subsidiaries or affiliates without the written consent of the Company, nor (ii) conducts himself or herself in a manner adversely affecting the Corporation; provided, however, that the Committee, in its sole discretion, may waive any conditions imposed in the grant letter or as set forth in (i) and (ii) above relating to the exercise of options after the date of termination of employment during the terms of the option.

VII. STOCK APPRECIATION RIGHTS.

A. The Committee may, in its discretion, grant Stock Appreciation Rights to the holders of any Stock Options granted hereunder. In addition, Stock Appreciation Rights may be granted independently of, and without relation to, Stock Options. A Stock Appreciation Right means a right to receive a payment, in cash, Common Stock or a combination thereof, in an amount equal to the excess of (x) the Fair Market Value, or other specified valuation, of a specified number of shares of Common Stock on the date the right is exercised over (y) the Fair Market Value, or other specified valuation (which shall be no less than the Fair Market Value), of such shares of Common Stock on the date the right is granted, all as determined by the Committee; provided, however, that if a Stock Appreciation Right is granted retroactively in tandem with or in substitution for a Stock Option, the designated Fair Market Value in the award agreement may be the Fair Market Value on the date such Stock Option was granted. Each Stock Appreciation Right shall be subject to such terms and conditions as the Committee shall impose from time to time.

B. Stock Appreciation Rights granted under the Plan shall be exercisable at such time or times and subject to such terms and conditions as shall be determined by the Committee; provided, however, that no Stock Appreciation Rights shall be exercisable later than ten years after the date it is granted except in the event of a participant's death, in which case, the exercise period of such participant's Stock Appreciation Rights may be extended beyond such period but no later than one year after the participant's death. All Stock Appreciation Rights shall terminate at such earlier times and upon such conditions or circumstances as the Committee shall in its discretion set forth in such option at the date of grant.

C. The exercise of any Stock Appreciation Right after termination of employment shall be subject to satisfaction of the conditions precedent that the Participant neither (i) competes with, or takes other employment with or renders services to a competitor of, the Company, its subsidiaries or affiliates without the written consent of the Company, nor (ii) conducts himself or herself in a manner adversely affecting the Corporation; provided, however, that the Committee, in its sole discretion, may waive any conditions imposed in the grant letter or as set forth in (i) and (ii) above relating to the exercise of options after the date of termination of employment during the terms of the option.

VIII. STOCK AWARDS. The Committee may, in its discretion, grant Stock Awards (which may include mandatory payment of bonus incentive compensation in stock) consisting of Common Stock issued or transferred to participants with or without other payments therefor. Stock Awards may be subject to such terms and conditions as the Committee determines appropriate, including, without limitation, restrictions on the sale or other disposition of such shares, the right of the Company to reacquire such shares for no consideration upon termination of the participant's employment within specified periods, and conditions requiring that the shares be earned in whole or in part upon the achievement of performance goals established by the Committee over a designated period of time. The Committee may require the participant to deliver a duly signed stock power, endorsed in blank, relating to the Common Stock covered by such an Award. The Committee may also require that the stock certificates evidencing such shares be held in custody or bear restrictive legends until the restrictions thereon shall have lapsed. The Stock Award shall specify whether the participant shall have, with respect to the shares of Common Stock subject to a Stock Award, all of the rights of a holder of shares of Common Stock of the Company, including the right to receive dividends and to vote the shares.

IX. PERFORMANCE AWARDS.

A. Performance Awards may be granted to participants at any time and from time to time, as shall be determined by the Committee. The Committee shall have complete discretion in determining the number, amount and timing of awards granted to each participant. Such Performance Awards may be in the form of shares of Common Stock or Stock Units. Performance Awards may be awarded as short-term or long-term incentives. The Committee shall set performance targets at its discretion which, depending on the extent to which they are met, will determine the number and/or value of Performance Awards that will be paid out to the participants, and may attach to such Performance Awards one or more restrictions. Performance targets may be based upon, without limitation, Company-wide, divisional and/or individual performance.

B. The Committee shall have the authority at any time to make adjustments to performance targets for any outstanding Performance Awards which the Committee deems necessary or desirable unless at the time of establishment of such targets the Committee shall have precluded its authority to make such adjustments.

C. Payment of earned Performance Awards shall be made in accordance with terms and conditions prescribed or authorized by the Committee. The participant may elect to defer, or the Committee may require or permit the deferral of, the receipt of Performance Awards upon such terms as the Committee deems appropriate.

X. STOCK UNITS.

A. The Committee may, in its discretion, grant Stock Units to participants hereunder. The Committee shall determine the criteria for the vesting of Stock Units. A Stock Unit granted by the Committee shall provide payment in shares of Common Stock at such time as the award agreement shall specify. Shares of Common Stock issued pursuant to this Section 10 may be issued with or without other payments therefor as may be required by applicable law or such other consideration as may be determined by the Committee. The Committee shall determine whether a participant granted a Stock Unit shall be entitled to a Dividend Equivalent Right (as defined below).

B. Upon vesting of a Stock Unit, unless the Committee has determined to defer payment with respect to such unit or a participant has elected to defer payment under subsection (c) below, shares of Common Stock representing the Stock Units shall be distributed to the participant unless the Committee provides for the payment of the Stock Units in cash or partly in cash and partly in shares of Common Stock equal to the value of the shares of Common Stock which would otherwise be distributed to the participant.

C. Prior to the year with respect to which a Stock Unit may vest, the participant may elect not to receive a distribution upon the vesting of such Stock Unit and for the Company to continue to maintain the Stock Unit on its books of account. In such event, the value of a Stock Unit shall be payable in shares of Common Stock pursuant to the agreement of deferral.

D. A "Stock Unit" means a notional account representing one share of Common Stock. A "Dividend Equivalent Right" means the right to receive the amount of any dividend paid on the share of Common Stock underlying a Stock Unit, which shall be payable in cash or in the form of additional Stock Units.

XI. FOREIGN OPTIONS AND RIGHTS.

A. The Committee may grant Benefits to individual participants who are subject to the tax laws of nations other than the United States, which Benefits may have terms and conditions as determined by the Committee as necessary to comply with applicable foreign laws. The Committee may take any action which it deems advisable to obtain approval of such Benefits by the appropriate foreign governmental entity; PROVIDED, HOWEVER, that no such Benefits may be granted pursuant to this Section 11 and no action may be taken which would result in a violation of the Exchange Act, the Code or any other applicable law.

XII. ADJUSTMENT PROVISIONS; CHANGE IN CONTROL.

A. If there shall be any change in the Common Stock of the Company, or the capitalization of the Company through merger, consolidation, reorganization, recapitalization, stock dividend, stock split, reverse stock split, split up, spinoff, combination of shares, exchange of shares, dividend in kind or other like change in capital structure or distribution (other than normal cash dividends) to stockholders of the Company, an adjustment shall be made to each outstanding Stock Option and Stock Appreciation Right such that each such Stock Option and Stock Appreciation Right shall thereafter be exercisable for such securities, cash and/or other property as would have been received in respect of the Common Stock subject to such Stock Option or Stock Appreciation Right had such Stock Option or Stock Appreciation Right been exercised in full immediately prior to such change or distribution, and such an adjustment shall be made successively each time any such change shall occur. In addition, in the event of any such change or distribution, in order to prevent dilution or enlargement of participants' rights under the Plan, the Committee will have authority to adjust, in an equitable manner, the number and kind of shares that may be issued under the Plan, the number and kind of shares subject to outstanding Benefits, the exercise price applicable to outstanding Benefits, and the Fair Market Value of the Common Stock and other value determinations applicable to outstanding Benefits. Appropriate adjustments may also be made by the Committee in the terms of any Benefits under the Plan to reflect such changes or distributions and to modify any other terms of outstanding Benefits on an equitable basis, including modifications of performance targets and changes in the length of performance periods. In addition, the Committee is authorized to make adjustments to the terms and conditions of, and the criteria included in, Benefits in recognition of unusual or nonrecurring events affecting the Company or the financial statements of the Company, or in response to changes in applicable laws, regulations, or accounting principles. Notwithstanding the foregoing, (i) each such adjustment with respect to an Incentive Stock Option shall comply with the rules of Section 424(a) of the Code, and (ii) in no event shall any adjustment be made which would render any Incentive Stock Option granted hereunder other than an incentive stock option for purposes of Section 422 of the Code.

B. Notwithstanding any other provision of this Plan, if there is a Change in Control of the Company, all then outstanding Stock Options and Stock Appreciation Rights shall immediately become exercisable. For purposes of this Section 12(b), a "Change in Control" of the Company shall be deemed to have occurred upon any of the following events:

1. A change in control of the Company that would be required to be reported in response to Item 6(e) of Schedule 14A of Regulation 14A promulgated under the Exchange Act; or
2. During any period of two (2) consecutive years, the individuals who at the beginning of such period constitute the Company's Board of Directors or any individuals who would be "Continuing Directors" (as hereinafter defined) cease for any reason to constitute at least a majority thereof; or

3. The Company's Common Stock shall cease to be publicly traded; or

4. The Company's Board of Directors shall approve a sale of all or substantially all of the assets of the Company, and such transaction shall have been consummated; or

5. The Company's Board of Directors shall approve any merger, consolidation, or like business combination or reorganization of the Company, the consummation of which would result in the occurrence of any event described in Section 12(b)(ii) or (iii) above, and such transaction shall have been consummated.

Notwithstanding the foregoing, (A) any spin-off of a division or subsidiary of the Company to its stockholders and (B) any event listed in (i) through (v) above that the Board of Directors determines not to be a Change in Control of the Company, shall not constitute a Change in Control of the Company.

For purposes of this Section 12(b), "Continuing Directors" shall mean

(x) the directors of the Company in office on the Effective Date (as defined below) and (y) any successor to any such director and any additional director who after the Effective Date was nominated or selected by a majority of the Continuing Directors in office at the time of his or her nomination or selection.

The Committee, in its discretion, may determine that, upon the occurrence of a Change in Control of the Company, each Stock Option and Stock Appreciation Right outstanding hereunder shall terminate within a specified number of days after notice to the holder, and such holder shall receive, with respect to each share of Common Stock subject to such Stock Option or Stock Appreciation Right, an amount equal to the excess of the Fair Market Value of such shares of Common Stock immediately prior to the occurrence of such Change in Control over the exercise price per share of such Stock Option or Stock Appreciation Right; such amount to be payable in cash, in one or more kinds of property (including the property, if any, payable in the transaction) or in a combination thereof, as the Committee, in its discretion, shall determine. The provisions contained in the preceding sentence shall be inapplicable to a Stock Option or Stock Appreciation Right granted within six (6) months before the occurrence of a Change in Control if the holder of such Stock Option or Stock Appreciation Right is subject to the reporting requirements of Section 16(a) of the Exchange Act and no exception from liability under Section 16(b) of the Exchange Act is otherwise available to such holder.

XIII. NONTRANSFERABILITY. Each Benefit granted under the Plan to a participant shall not be transferable otherwise than by will or the laws of descent and distribution, and shall be exercisable, during the participant's lifetime, only by the participant. In the event of the death of a participant, each Stock Option or Stock Appreciation Right theretofore granted to him or her shall be exercisable during such period after his or her death as the Committee shall in its discretion set forth in such option or right at the date of grant and then only by the executor or administrator of the estate of the deceased participant or the person or persons to whom the deceased participant's rights under the Stock Option or Stock Appreciation Right shall pass by will or the laws of descent and distribution.

XIV. OTHER PROVISIONS. The award of any Benefit under the Plan may also be subject to such other provisions (whether or not applicable to the Benefit awarded to any other participant) as the Committee determines appropriate, including, without limitation, for the installment purchase of Common Stock under Stock Options, for the installment exercise of Stock Appreciation Rights, to assist the participant in financing the acquisition of Common Stock, for the forfeiture of, or restrictions on resale or other disposition of, Common Stock acquired under any form of Benefit, for the acceleration of exercisability or vesting of Benefits in the event of a change in control of the Company, for the payment of the value of Benefits to participants in the event of a change in control of the Company, or to comply with federal and state securities laws, or understandings or conditions as to the participant's employment in addition to those specifically provided for under the Plan.

XV. FAIR MARKET VALUE. For purposes of this Plan and any Benefits awarded hereunder, Fair Market Value shall be the closing price of the Common Stock on the date of calculation (or on the last preceding trading date if Common Stock was not traded on such date) if the Common Stock is readily tradeable on a national securities exchange or other market system, and if the Common Stock is not readily tradeable, Fair Market Value shall mean the amount determined in good faith by the Committee as the fair market value of the Common Stock.

XVI. WITHHOLDING. All payments or distributions of Benefits made pursuant to the Plan shall be net of any

amounts required to be withheld pursuant to applicable federal, state and local tax withholding requirements. If the Company proposes or is required to distribute Common Stock pursuant to the Plan, it may require the recipient to remit to it or to the corporation that employs such recipient an amount sufficient to satisfy such tax withholding requirements prior to the delivery of any certificates for such Common Stock. In lieu thereof, the Company or the employing corporation shall have the right to withhold the amount of such taxes from any other sums due or to become due from such corporation to the recipient as the Committee shall prescribe. The Committee may, in its discretion and subject to such rules as it may adopt (including any as may be required to satisfy applicable tax and/or non-tax regulatory requirements), permit an optionee or award or right holder to pay all or a portion of the federal, state and local withholding taxes arising in connection with any Benefit consisting of shares of Common Stock by electing to have the Company withhold shares of Common Stock having a Fair Market Value equal to the amount of tax to be withheld, such tax calculated at rates required by statute or regulation.

XVII. TENURE. A participant's right, if any, to continue to serve the Company or any of its subsidiaries or affiliates as an officer, employee, or otherwise, shall not be enlarged or otherwise affected by his or her designation as a participant under the Plan.

XVIII. UNFUNDED PLAN. Participants shall have no right, title, or interest whatsoever in or to any investments which the Company may make to aid it in meeting its obligations under the Plan. Nothing contained in the Plan, and no action taken pursuant to its provisions, shall create or be construed to create a trust of any kind, or a fiduciary relationship between the Company and any participant, beneficiary, legal representative or any other person. To the extent that any person acquires a right to receive payments from the Company under the Plan, such right shall be no greater than the right of an unsecured general creditor of the Company. All payments to be made hereunder shall be paid from the general funds of the Company and no special or separate fund shall be established and no segregation of assets shall be made to assure payment of such amounts except as expressly set forth in the Plan. The Plan is not intended to be subject to the Employee Retirement Income Security Act of 1974, as amended.

XIX. NO FRACTIONAL SHARES. No fractional shares of Common Stock shall be issued or delivered pursuant to the Plan or any Benefit. The Committee shall determine whether cash, or Benefits, or other property shall be issued or paid in lieu of fractional shares or whether such fractional shares or any rights thereto shall be forfeited or otherwise eliminated.

XX. DURATION, AMENDMENT AND TERMINATION. No Benefit shall be granted more than ten years after the Effective Date; PROVIDED, HOWEVER, that the terms and conditions applicable to any Benefit granted prior to such date may thereafter be amended or modified by mutual agreement between the Company and the participant or such other persons as may then have an interest therein. Also, by mutual agreement between the Company and a participant hereunder, under this Plan or under any other present or future plan of the Company, Benefits may be granted to such participant in substitution and exchange for, and in cancellation of, any Benefits previously granted such participant under this Plan, or any other present or future plan of the Company. The Board of Directors may amend the Plan from time to time or suspend or terminate the Plan at any time. However, no action authorized by this Section 20 shall reduce the amount of any existing Benefit or change the terms and conditions thereof without the participant's consent. No amendment of the Plan shall, without approval of the stockholders of the Company, (i) materially increase the total number of shares which may be issued under the Plan; (ii) materially increase the amount or type of Benefits that may be granted under the Plan; or (iii) materially modify the requirements as to eligibility for Benefits under the Plan.

XXI. GOVERNING LAW. This Plan, Benefits granted hereunder and actions taken in connection herewith shall be governed and construed in accordance with the laws of the State of New York (regardless of the law that might otherwise govern under applicable New York principles of conflict of laws).

XXII. EFFECTIVE DATE.

A. The Plan was adopted by the Board of Directors and approved by the stockholders of the Company as of June 22, 2000, but shall be effective immediately prior to the date of completion of an initial public offering of Common Stock (the "Effective Date").

B. This Plan shall terminate on June 21, 2010 (unless sooner terminated by the Board of Directors).

EXHIBIT 4.7

**AMENDMENT NO. 1 TO
CHILES OFFSHORE INC. 2000 STOCK OPTION PLAN**

AMENDMENT NO. 1, dated as of November 13, 2000 (this "Amendment"), to the Chiles Offshore Inc. 2000 Stock Option Plan (the "Plan").

WITNESSETH

WHEREAS, the Plan was adopted by the Board of Directors of the Company (the "Board") and approved by the stockholders of Chiles Offshore Inc. (the "Company") as of June 22, 2000 and became effective on September 22, 2000; and

WHEREAS, Section XX of the Plan authorizes the Board to amend the Plan and the Board has agreed to amend the Plan as set forth herein;

NOW, THEREFORE, the Board has agreed as follows:

1. Section VI of the Plan was amended by adding the following new subsection "F.":

"F. OTHER OPTIONS. In connection with an acquisition of any business by the Company or any of its affiliates or with the assumption and/or substitution of options existing under the Company's 1998 Equity Option Plan (the "1998 Plan"), and notwithstanding the provisions of Section

VI.A. above, any outstanding grants, awards or sales of options, stock or other similar rights pertaining to such business and of any options granted under the 1998 Plan, may be assumed, substituted or replaced by Stock Options or other Benefits under the Plan upon such terms and conditions as the Board of Directors or the Committee determines. The date of any such grant, award or sale shall relate back to the date of the initial grant, award or sale being assumed, substituted or replaced and service with the acquired business or the Company under the 1998 Plan, as applicable, shall constitute service with the Company and its affiliates under the Plan for purposes of such grant, award or sale. Any shares underlying any grant, award or sale pursuant to any acquisition of a business shall be disregarded for purposes of applying, and shall not reduce the number of shares of Common Stock available under the Plan pursuant to Section V above."

2. Except as amended hereby, the Plan remains in full force and effect in accordance with its terms.

EXHIBIT 4.8

**AMENDMENT NO. 2 TO
CHILES OFFSHORE INC. 2000 STOCK OPTION PLAN**

AMENDMENT NO. 2, dated as of August 7, 2002 (this "Amendment"), to the Chiles Offshore Inc. 2000 Stock Option Plan (the "Plan").

WITNESSETH

WHEREAS, the Plan was adopted by the Board of Directors (the "Board") of Chiles Offshore Inc. (the "Company") and approved by the stockholders of the Company as of June 22, 2000 and became effective on September 22, 2000; and

WHEREAS, the Plan was subsequently amended by Amendment No. 1 effective as of November 13, 2000; and

WHEREAS, Section XX of the Plan authorizes the Board to amend the Plan and the Board has agreed to amend the Plan as set forth herein;

NOW, THEREFORE, the Board has agreed as follows:

1. The name of the Plan in the first sentence of Section I of the Plan was changed to "ENSCO International Incorporated 2000 Stock Option Plan," the term "Company" used throughout the Plan was changed to mean "ENSCO International Incorporated," and the term "Common Stock" subject to outstanding Benefits under the Plan was changed to mean the common stock of ENSCO International Incorporated.

2. The first sentence of Section II.A of the Plan was amended to read as follows:

The Plan will be administered by the Nominating and Compensation Committee (the "Committee") of the Board of Directors of the Company.

3. Sections III through XI of the Plan was amended to provide that no Benefit may be granted to any participant after August 7, 2002.

4. Section XXII.B of the Plan was amended to read as follows:

B. This Plan shall terminate on the earlier of (i) June 21, 2010 (unless sooner terminated by the Board of Directors of the Company) or (ii) the exercise or expiration date of the last outstanding Nonqualified Stock Option.

5. Except as amended hereby, the Plan remains in full force and effect in accordance with its terms.

EXHIBIT 5.1

**BAKER & MCKENZIE
ATTORNEYS AT LAW
2001 ROSS AVENUE SUITE 2300
DALLAS, TEXAS 75201
TELEPHONE (214) 978-3000
FACSIMILE (214) 978-3099**

August 6, 2002

ENSCO International Incorporated
1445 Ross Avenue, Suite 2700
Dallas, Texas 75202

Ladies and Gentlemen:

We are acting as counsel to ENSCO International Incorporated, a Delaware corporation (the "Company"), in connection with its registration statement on Form S-8 (the "Registration Statement") filed with the Securities and Exchange Commission relating to 489,761 shares of the Company's common stock, par value \$.10 per share, all of which shares (the "Shares") are to be issued under the ENSCO International Incorporated 2000 Stock Option Plan (formerly known as the Chiles Offshore Inc. 2000 Stock Option Plan) (the "Plan") pursuant to the Merger Agreement dated as of May 14, 2002, by and among the Company, Chore Acquisition, Inc., a Delaware corporation, and Chiles Offshore Inc., a Delaware corporation (the "Merger Agreement").

In reaching the opinion set forth below, this firm has reviewed the Company's Amended and Restated Certificate of Incorporation, the Company's Bylaws, as amended, minutes of meetings of the Company's Board of Directors, the Merger Agreement, the Plan, certificates of public officials and such other documents and matters of law that this firm deemed relevant.

Based upon, subject to and limited by the foregoing, we are of the opinion that, following effectiveness of the Registration Statement and upon issuance of the Shares pursuant to and in accordance with the terms of the Merger Agreement, the Plan and related stock option agreements, the Shares will be validly issued, fully paid and nonassessable under the General Corporation Law of the State of Delaware.

We hereby consent to the filing of this opinion letter as Exhibit 5.1 to the Registration Statement. In giving such consent, we do not admit that we come within the category of persons whose consent is required by Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ BAKER & MCKENZIE

Baker & McKenzie

EXHIBIT 15.1

August 6, 2002

ENSCO International Incorporated
Dallas, Texas

Re: Registration Statement on Form S-8

With respect to the subject registration statement, we acknowledge our awareness of the use therein of our report dated April 5, 2002 related to our review of interim financial information.

Pursuant to Rule 436 under the Securities Act of 1933 (the Act), such report is not considered part of a registration statement prepared or certified by an accountant, or a report prepared or certified by an accountant within the meaning of Sections 7 and 11 of the Act.

/s/ KPMG LLP

*KPMG LLP
Dallas, Texas*

EXHIBIT 23.1

Consent of Independent Accountants

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated January 25, 2001 relating to the financial statements of ENSCO International Incorporated (ENSCO), which appears in ENSCO's Annual Report on Form 10-K/A for the year ended December 31, 2001.

/s/ PricewaterhouseCoopers LLP

*Dallas, Texas
August 6, 2002*

EXHIBIT 23.2

Independent Auditors Consent

The Board of Directors
ENSCO International Incorporated:

We consent to the incorporation by reference in this registration statement on Form S-8 of ENSCO International Incorporated (ENSCO) of our report dated June 24, 2002, with respect to the consolidated balance sheet of ENSCO as of December 31, 2001, and the related consolidated statements of income and cash flows for the year then ended. Our report refers to a change in the method of accounting for derivative financial instruments.

/s/ KPMG LLP

*Dallas, Texas
August 6, 2002*

End of Filing

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