

# ENSCO PLC

## FORM S-8

(Securities Registration: Employee Benefit Plan)

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

**FORM S-8**

**REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

**Ensco plc**

(Exact name of registrant as specified in its charter)

**England and Wales**  
(State or Other Jurisdiction of Incorporation or Organization)

**98-0635229**  
(I.R.S. Employer Identification Number)

**6 Chesterfield Gardens  
London England**  
(Address of Principal Executive Offices)

**W1J 5BQ**  
(Zip Code)

**Pride International, Inc. 2007 Long-Term Incentive Plan  
Pride International, Inc. 1998 Long-Term Incentive Plan  
Pride International, Inc. 2004 Directors' Stock Incentive Plan  
Pride International, Inc. 1993 Directors' Stock Option Plan**  
(Full Title of the Plan)

**DANIEL W. RABUN**  
**Chairman, President and Chief Executive Officer**  
**6 Chesterfield Gardens**  
**London England W1J 5BQ**  
**+44 (0) 20 7659 4660**  
(Name, address and telephone number of agent for service)

*with a copy to:*

**Roger W. Bivans**  
**Baker & McKenzie LLP**  
**2001 Ross Avenue, Suite 2300**  
**Dallas, Texas 75201**  
**(214) 978-3000**

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       Smaller reporting company   
(Do not check if a smaller reporting company)

**CALCULATION OF REGISTRATION FEE**

Title of Each Class of Securities to be Registered	Amount to be Registered (1)	Proposed Maximum Offering Price Per Share (3)	Proposed Maximum Aggregate Offering Price (3)	Amount of Registration Fee
American Depositary Shares, each representing one				

Class A Ordinary Share, U.S. \$0.10 par value	1,925,725 (2)	\$54.28	\$104,528,353	\$12,136(4)
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- (1) Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the “Securities Act”), this registration statement shall also cover any additional American Depositary Shares (“ADSs”), each representing one Class A Ordinary Share, U.S. \$0.10 par value, of Enscopl (the “Registrant”), in respect of the securities identified in the above table as a result of any stock dividend, stock split, recapitalization or other similar transaction. In addition, pursuant to Rule 416(c) under the Securities Act, this registration statement also covers an indeterminate amount of interests to be offered or sold pursuant to the benefit plans described herein.
- (2) Represents the number of the Registrant’s ADSs reserved for issuance in connection with the merger (the “Merger”) of ENSCO Ventures LLC, a wholly owned subsidiary of the Registrant, with and into Pride International, Inc. (“Pride”), as a result of the conversion of Pride’s stock options granted under each of the Pride International, Inc. 2007 Long-Term Incentive Plan, the Pride International, Inc. 1998 Long-Term Incentive Plan, the Pride International, Inc. 2004 Directors’ Stock Incentive Plan and the Pride International, Inc. 1993 Directors’ Stock Option Plan into a right to purchase the Registrant’s ADSs pursuant to the merger agreement.
- (3) Estimated pursuant to Rule 457 under the Securities Act solely for purposes of calculating the registration fee. The maximum offering price per ADS is computed on the basis of the average of the high and low prices of the Registrant’s ADSs on May 23, 2011, as reported by the New York Stock Exchange.
- (4) On March 3, 2011, the Registrant filed a registration statement on Form S-4 (File No. 333-172587) as amended by Amendments 1, 2 and 3, which was declared effective on April 25, 2011, registering the Registrant’s ADSs to be issued in connection with the Merger. Pursuant to Rule 457(p) under the Securities Act, the registration fee applicable to this registration statement on Form S-8 in the amount of \$12,136 is offset by up to \$10,212 in registration fees previously paid by the Registrant with respect to 1,695,328 ADSs of the Registrant that were registered but not issued in connection with the Merger. Accordingly, a filing fee of \$1,924 is being paid at this time.

## INTRODUCTORY STATEMENT

On 31 May 2011, Enesco plc (“Enesco” or the “Company”) and Pride International, Inc. (“Pride”), consummated the merger (the “Merger”) of ENSCO Ventures LLC, an indirect, wholly-owned subsidiary of Enesco (“Merger Sub”), with and into Pride, with Pride surviving the Merger as an indirect, wholly-owned subsidiary of Enesco, pursuant to that certain Agreement and Plan of Merger dated as of 6 February 2011 (as amended, the “Merger Agreement”), by and among Enesco, Pride, ENSCO International Incorporated, an indirect, wholly-owned subsidiary of Enesco, and Merger Sub.

Pride’s common stock, par value U.S. \$0.01 per share (the “Pride Common Stock”), is no longer outstanding, and each share of Pride Common Stock outstanding at the effective time of the Merger has been converted into the right to receive the consideration described in the Merger Agreement consisting of 0.4778 Enesco American Depositary Shares (“Enesco ADSs”), each Enesco ADS representing one Class A Ordinary Share, U.S. \$0.10 par value, and \$15.60 in cash.

In connection with the Merger, and as of the effective time of the Merger, each option (a “Pride Option”) to purchase shares of Pride Common Stock granted under each of the Pride International, Inc. 2007 Long-Term Incentive Plan, the Pride International, Inc. 1998 Long-Term Incentive Plan, the Pride International, Inc. 2004 Directors’ Stock Incentive Plan and the Pride International, Inc. 1993 Directors’ Stock Option Plan (collectively, the “Pride Stock Plans”), that was outstanding and unexercised immediately prior to the effective time of the Merger ceased to represent a right to acquire shares of Pride Common Stock, and was converted into a right to purchase Enesco ADSs (at the equity compensation exchange ratio as determined pursuant to the Merger Agreement), subject to the terms of the applicable Pride Stock Plan and Pride Option award agreement. On 31 May 2011, Enesco assumed all rights and obligations under the Pride Stock Plans as amended prior to the Merger.

This registration statement has been filed for the purpose of registering the Enesco ADSs issuable upon the exercise of the Pride Options assumed by Enesco pursuant to the Merger Agreement.

### PART I

#### INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of this registration statement on Form S-8 will be sent or given to the participants in the Pride Benefit Plans as specified by Rule 428(b)(1) of the Securities Act of 1933, as amended (the “Securities Act”). In accordance with the instructions to Part I of Form S-8, such documents will not be filed with the Securities and Exchange Commission (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 the Commission are hereby incorporated by reference into this registration statement:

- (a) Enesco’s Annual Report on Form 10-K for the year ended 31 December 2010 (excluding the exhibits furnished as exhibits 32.1 and 32.2);
- (b) Enesco’s Quarterly Report on Form 10-Q for the fiscal quarter ended 31 March 2011 (excluding the exhibits furnished as exhibits 32.1 and 32.2);
- (c) Enesco’s Definitive Proxy Statement on Schedule 14A filed on 5 April 2011;

- (d) Enesco's Current Reports on Form 8-K filed 7 February 2011, 4 March 2011, 8 March 2011, 16 March 2011, 23 March 2011, 24 March 2011, 2 May 2011, 6 May 2011, 18 May 2011, 25 May 2011 and 31 May 2011 (excluding any information furnished under Items 2.02, 7.01 and 9.01 thereof); and
- (e) Description of Enesco Class A Ordinary Shares, U.S. \$0.10 par value, and ADSs contained in Enesco's Current Report on Form 8-K12B.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended, prior to the filing of a post-effective amendment to the registration statement which indicates that all securities offered hereunder have been sold or which deregisters all shares then remaining unsold, shall be deemed to be incorporated herein by reference and to be a part hereof from the date of filing of such documents. Any statement contained in a 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 is also 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, except as so modified or superseded, to constitute a part of this registration statement.

#### **Item 4. Description of Securities.**

Not applicable.

#### **Item 5. Interest of Named Experts and Counsel.**

Not applicable.

#### **Item 6. Indemnification of Directors and Officers.**

Article 145 of Enesco's articles of association (the "Articles") provides:

##### **145 INDEMNITY**

145.1 To the extent permitted by the Acts and without prejudice to any indemnity to which any person may otherwise be entitled, the Company shall:

(a) indemnify to any extent any person who is or was a director or officer of the Company, or a director or officer of any associated company, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any loss or liability, whether in connection with any negligence, default, breach of duty or breach of trust by him or otherwise, in relation to the Company or any associated company;

(b) indemnify to any extent any person who is or was a director or officer of an associated company that is a trustee of an occupational pension scheme, directly or indirectly (including by funding any expenditure incurred or to be incurred by him) against any liability incurred by him in connection with the company's activities as trustee of an occupational pension scheme;

(c) create a trust fund, grant a security interest and/or use other means (including, without limitation, letters of credit, surety bonds and/or other similar arrangements), as well as enter into contracts providing indemnification to the full extent authorized or permitted by law and including as part thereof provisions with respect to any or all of the foregoing paragraphs of this Article 145.1 to ensure the payment of such amounts as may become necessary to effect indemnification as provided therein, or elsewhere.

145.2 Where a person is indemnified against any liability in accordance with Article 145.1, such indemnity shall extend to all costs, charges, losses, expenses and liabilities incurred by him in relation thereto.

Article 91 of the Articles provides:

## **91 INSURANCE**

Subject to the provisions of the Acts, the board may exercise all the powers of the Company to purchase and maintain insurance for the benefit of a person who is or was a director, alternate director or officer of the Company or of any associated company against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust or any other liability which may lawfully be insured against by the Company.

Section 232 of the Companies Act 2006 provides as follows:

### **232 PROVISIONS PROTECTING DIRECTORS FROM LIABILITY**

(1) Any provision that purports to exempt a director of a company (to any extent) from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company is void.

(2) Any provision by which a company directly or indirectly provides an indemnity (to any extent) for a director of the company, or of an associated company, against any liability attaching to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company of which he is a director is void, except as permitted by—

- (a) section 233 (provision of insurance),
- (b) section 234 (qualifying third party indemnity provision), or
- (c) section 235 (qualifying pension scheme indemnity provision).

(3) This section applies to any provision, whether contained in a company's articles or in any contract with the company or otherwise.

(4) Nothing in this section prevents a company's articles from making such provision as has previously been lawful for dealing with conflicts of interest.

Section 233 of the Companies Act 2006 provides as follows:

### **233 PROVISION OF INSURANCE**

Section 232(2) (voidness of provisions for indemnifying directors) does not prevent a company from purchasing and maintaining for a director of the company, or of an associated company, insurance against any such liability as is mentioned in that subsection.

Section 234 of the Companies Act 2006 provides as follows:

### **234 QUALIFYING THIRD PARTY INDEMNITY PROVISION**

(1) Section 232(2) (voidness of provisions for indemnifying directors) does not apply to qualifying third party indemnity provision.

(2) Third party indemnity provision means provision for indemnity against liability incurred by the director to a person other than the company or an associated company. Such provision is qualifying third party indemnity provision if the following requirements are met.

(3) The provision must not provide any indemnity against—

(a) any liability of the director to pay—

(i) a fine imposed in criminal proceedings, or

(ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or

(b) any liability incurred by the director—

- (i) in defending criminal proceedings in which he is convicted, or
  - (ii) in defending civil proceedings brought by the company, or an associated company, in which judgment is given against him, or
  - (iii) in connection with an application for relief (see subsection (6)) in which the court refuses to grant him relief.
- (4) The references in subsection (3)(b) to a conviction, judgment or refusal of relief are to the final decision in the proceedings.
- (5) For this purpose—
- (a) a conviction, judgment or refusal of relief becomes final—
    - (i) if not appealed against, at the end of the period for bringing an appeal, or
    - (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of; and
  - (b) an appeal is disposed of—
    - (i) if it is determined and the period for bringing any further appeal has ended, or
    - (ii) if it is abandoned or otherwise ceases to have effect.

(6) The reference in subsection (3)(b)(iii) to an application for relief is to an application for relief under—section 661(3) or (4) (power of court to grant relief in case of acquisition of shares by innocent nominee), or section 1157 (general power of court to grant relief in case of honest and reasonable conduct).

Section 235 of the Companies Act 2006 provides as follows:

### **235 QUALIFYING PENSION SCHEME INDEMNITY PROVISION**

- (1) Section 232(2) (voidness of provisions for indemnifying directors) does not apply to qualifying pension scheme indemnity provision.
- (2) Pension scheme indemnity provision means provision indemnifying a director of a company that is a trustee of an occupational pension scheme against liability incurred in connection with the company's activities as trustee of the scheme.

Such provision is qualifying pension scheme indemnity provision if the following requirements are met.

- (3) The provision must not provide any indemnity against—
- (a) any liability of the director to pay—
    - (i) a fine imposed in criminal proceedings, or
    - (ii) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising); or
  - (b) any liability incurred by the director in defending criminal proceedings in which he is convicted.
- (4) The reference in subsection (3)(b) to a conviction is to the final decision in the proceedings.
- (5) For this purpose—
- (a) a conviction becomes final—

- (i) if not appealed against, at the end of the period for bringing an appeal, or
  - (ii) if appealed against, at the time when the appeal (or any further appeal) is disposed of; and
- (b) an appeal is disposed of—
- (i) if it is determined and the period for bringing any further appeal has ended, or
  - (ii) if it is abandoned or otherwise ceases to have effect.

(6) In this section “occupational pension scheme” means an occupational pension scheme as defined in section 150(5) of the Finance Act 2004 (c. 12) that is established under a trust.

Section 239 of the Companies Act 2006 provides as follows:

### **239 RATIFICATION OF ACTS OF DIRECTORS**

(1) This section applies to the ratification by a company of conduct by a director amounting to negligence, default, breach of duty or breach of trust in relation to the company.

(2) The decision of the company to ratify such conduct must be made by resolution of the members of the company.

(3) Where the resolution is proposed as a written resolution neither the director (if a member of the company) nor any member connected with him is an eligible member.

(4) Where the resolution is proposed at a meeting, it is passed only if the necessary majority is obtained disregarding votes in favor of the resolution by the director (if a member of the company) and any member connected with him.

This does not prevent the director or any such member from attending, being counted towards the quorum and taking part in the proceedings at any meeting at which the decision is considered.

(5) For the purposes of this section—

- (a) “conduct” includes acts and omissions;
- (b) “director” includes a former director;
- (c) a shadow director is treated as a director; and
- (d) in section 252 (meaning of “connected person”), subsection (3) does not apply (exclusion of person who is himself a director).

(6) Nothing in this section affects—

- (a) the validity of a decision taken by unanimous consent of the members of the company, or
- (b) any power of the directors to agree not to sue, or to settle or release a claim made by them on behalf of the company.

(7) This section does not affect any other enactment or rule of law imposing additional requirements for valid ratification or any rule of law as to acts that are incapable of being ratified by the company.

Section 1157 of the Companies Act 2006 provides as follows:

### **1157 POWER OF COURT TO GRANT RELIEF IN CERTAIN CASES**

(1) If in proceedings for negligence, default, breach of duty or breach of trust against—



(a) an officer of a company, or

(b) a person employed by a company as auditor (whether he is or is not an officer of the company), it appears to the court hearing the case that the officer or person is or may be liable but that he acted honestly and reasonably, and that having regard to all the circumstances of the case (including those connected with his appointment) he ought fairly to be excused, the court may relieve him, either wholly or in part, from his liability on such terms as it thinks fit.

(2) If any such officer or person has reason to apprehend that a claim will or might be made against him in respect of negligence, default, breach of duty or breach of trust—

(a) he may apply to the court for relief, and

(b) the court has the same power to relieve him as it would have had if it had been a court before which proceedings against him for negligence, default, breach of duty or breach of trust had been brought.

(3) Where a case to which subsection (1) applies is being tried by a judge with a jury, the judge, after hearing the evidence, may, if he is satisfied that the defendant (in Scotland, the defender) ought in pursuance of that subsection to be relieved either in whole or in part from the liability sought to be enforced against him, withdraw the case from the jury and forthwith direct judgment to be entered for the defendant (in Scotland, grant decree of absolvitor) on such terms as to costs (in Scotland, expenses) or otherwise as the judge may think proper.

Under Section 250 of the Companies Act 2006, a “director” is defined to include “any person occupying the position of director, by whatever name called.” In the case of Ensco, references in the Companies Act 2006 to a “director” would also include certain officers.

Ensco has entered into deeds of indemnity (collectively, the “indemnity arrangements”), with each of its directors and executive officers. The indemnity arrangements generally provide that such persons will be indemnified to the fullest extent permitted by applicable law, including with respect to losses suffered or incurred by them, among others, arising out of or in connection with the person’s appointment as a director or officer or serving in such capacity for Ensco or any other member of the Ensco group. The indemnity arrangements also provide for advancement of expenses to the directors and officers in connection with legal proceedings under the conditions described therein. The terms of the indemnity arrangements are subject to certain exceptions or exclusions to the extent required by applicable law, including the repayment of advancement of expenses in certain circumstances.

Ensco will maintain directors and officers insurance coverage, which, subject to policy terms and limitations, will include coverage to reimburse Ensco for amounts that it may be required or permitted by law to pay directors or officers of Ensco.

#### **Item 7. Exemption from Registration Claimed.**

Not applicable.

#### **Item 8. Exhibits.**

<b>Exhibit No.</b>	<b>Description</b>
4.1	Articles of Association of Ensco International plc (incorporated by reference to Exhibit 99.1 to the Registrant’s Current Report on Form 8-K filed on December 16, 2009, File No. 1-8097).
4.2	Certificate of Incorporation on Change of Name (incorporated by reference to Exhibit 3.1 to the Registrant’s Current Report on Form 8-K filed on April 1, 2010, File No. 1-8097).
4.3	Deposit Agreement, dated as of September 29, 2009, by and among ENSCO International Limited, Citibank, N.A., as Depositary, and the holders and beneficial owners of American Depositary Shares issued thereunder (incorporated by reference to Exhibit 4.1 to the Registration Statement of ENSCO International Limited on Form S-4 (File No. 333-162975) filed on November 9, 2009)

<b>Exhibit No.</b>	<b>Description</b>
4.4	Form of American Depositary Receipt for American Depositary Shares representing Deposited Class A Ordinary Shares of Ensco plc (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on April 1, 2010, File No. 1-8097)
4.5	Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10(j) to Pride's Annual Report on Form 10-K for the year ended December 31, 1992, File No. 0-16963).
4.6	First Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 4.7 to Pride's Registration Statement on Form S-8, Registration No. 333-35093).
4.7	Second Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.10 to Pride's Annual Report on Form 10-K for the year ended December 31, 1997, File No. 1-13289).
4.8	Third Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.11 of Pride's Annual Report on Form 10-K for the year ended December 31, 1998, File No. 1-13289).
4.9	Fourth Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.12 to Pride's Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-13289).
4.10	Fifth Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.13 to Pride's Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-13289).
4.11	Sixth Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.5 to Pride's Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, File No. 1-13289).
4.12	Pride International, Inc. 1998 Long-Term Incentive Plan, as amended and restated (incorporated by reference to Exhibit 10.21 to Pride's Annual Report on Form 10-K for the year ended December 31, 2004, File No. 1-13289).
4.13	Form of 1998 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.1 to Pride's Current Report on Form 8-K filed with the SEC on December 29, 2006, File No. 1-13289).
4.14	Form of 1998 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (with additional provisions) (incorporated by reference to Exhibit 10.4 to the amendment to Pride's Current Report on Form 8-K/A filed with the SEC on February 16, 2007, File No. 1-13289).
4.15	Form of 1998 Long-Term Incentive Plan Restricted Stock Agreement (incorporated by reference to Exhibit 10.2 to Pride's Current Report on Form 8-K filed with the SEC on December 29, 2006, File No. 1-13289).
4.16	Form of 1998 Long-Term Incentive Plan Restricted Stock Agreement (with additional provisions) (incorporated by reference to Exhibit 10.5 to the amendment to Pride's Current Report on Form 8-K/A filed with the SEC on February 16, 2007, File No. 1-13289).
4.17	Form of 1998 Long-Term Incentive Plan Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.3 to Pride's Current Report on Form 8-K filed with the SEC on December 29, 2006, File No. 1-13289).

<b>Exhibit No.</b>	<b>Description</b>
4.18	Form of 1998 Long-Term Incentive Plan Restricted Stock Unit Agreement (with additional provisions) (incorporated by reference to Exhibit 10.6 to the amendment to Pride's Current Report on Form 8-K/A filed with the SEC on February 16, 2007, File No. 1-13289).
4.19	Pride International, Inc. 2004 Directors' Stock Incentive Plan (as amended and restated) (incorporated by reference to Appendix B to Pride's Proxy Statement on Schedule 14A for the 2008 Annual Meeting of Stockholders, File No. 1-13289).
4.20	First Amendment to 2004 Directors' Stock Incentive Plan (incorporated by reference to Exhibit 10.2 to Pride's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008, File No. 1-13289).
4.21	Form of 2004 Director's Stock Incentive Plan Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.3 to Pride's Current Report on Form 8-K filed with the SEC on January 6, 2005, File No. 1-13289).
4.22	Form of 2004 Director's Stock Incentive Plan Restricted Stock Agreement (incorporated by reference to Exhibit 10.4 to Pride's Current Report on Form 8-K filed with the SEC on January 6, 2005, File No. 1-13289).
4.23	Form of 2004 Directors' Stock Incentive Plan Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.1 to Pride's Current Report on Form 8-K filed with the SEC on December 31, 2008, File No. 1-13289).
4.24	Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated) (incorporated by reference to Appendix A to Pride's Proxy Statement on Schedule 14A for the 2010 Annual Meeting of Stockholders, File No. 1-13289).
4.25	First Amendment to Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated) (incorporated by reference to Exhibit 10.1 to Pride's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, File No. 1-13289).
4.26	Form of 2007 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.1 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.27	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.2 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.28	Form of 2007 Long-Term Incentive Plan Performance-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.3 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.29	Form of 2007 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (with additional provisions) (incorporated by reference to Exhibit 10.4 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.30	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement (with additional provisions) (incorporated by reference to Exhibit 10.5 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.31	Form of 2007 Long-Term Incentive Plan Performance-Based Restricted Stock Unit Agreement (with additional provisions) (incorporated by reference to Exhibit 10.6 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).

Exhibit No.	Description
4.32	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement with three-year cliff vesting (incorporated by reference to Exhibit 10.2 to Pride's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, File No. 1-13289).
4.33	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement with three-year cliff vesting (with additional provisions) (incorporated by reference to Exhibit 10.2 to Pride's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, File No. 1-13289).
4.34*	Deed of Assumption by Enesco plc relating to equity incentive plans of Pride International, Inc., dated as of May 26, 2011.
4.35*	Amendment to Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated effective March 16, 2010), effective as of May 31, 2011.
4.36*	Amendment to Pride International, Inc. 2004 Directors' Stock Incentive Plan (as amended and restated effective March 26, 2008), effective as of May 31, 2011.
4.37*	Amendment to Pride International, Inc. 1998 Long-Term Incentive Plan (as amended and restated effective February 17, 2005), effective as of May 31, 2011.
4.38*	Seventh Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan, effective as of May 31, 2011.
5.1*	Opinion of Baker & McKenzie LLP, London.
15.1*	Letter Regarding Unaudited Interim Financial Information.
23.1*	Consent of KPMG LLP, Independent Registered Public Accounting Firm of Enesco plc.
23.2*	Consent of KPMG LLP, Independent Registered Public Accounting Firm of Pride International, Inc.
23.3*	Consent of Baker & McKenzie LLP, London (included in its opinion filed as Exhibit 5.1 hereto).
24.1*	Power of Attorney (included in the signature page to this registration statement)

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\* 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 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 the undertakings set forth in paragraphs (i), (ii) and (iii) above 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 the Registrant pursuant to section 13 or section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in this 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, 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.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the 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 Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission 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 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 of 1933 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 London, on 31st day of May, 2011.

ENSCO PLC

By: /s/ Daniel W. Rabun  
Daniel W. Rabun  
Chairman, President and Chief Executive Officer

## POWER OF ATTORNEY

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 dates indicated. Each person whose signature to this registration statement appears below hereby appoints Daniel W. Rabun and James W. Swent III, jointly and severally, as his or her attorneys-in-fact, to sign on his behalf, individually and in the capacities stated below, and to file any and all amendments and post-effective amendments to this registration statement, which amendment or amendments may make such changes and additions as such attorney-in-fact may deem necessary or appropriate.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Daniel W. Rabun</u> Daniel W. Rabun	Chairman, President and Chief Executive Officer	31 May 2011
<u>/s/ James W. Swent III</u> James W. Swent III	Senior Vice President — Chief Financial Officer	31 May 2011
<u>/s/ Michael B. Howe</u> Michael B. Howe	Vice President — Finance (Corporate)	31 May 2011
<u>/s/ Douglas J. Manko</u> Douglas J. Manko	Controller	31 May 2011
<u>/s/ J. Roderick Clark</u> J. Roderick Clark	Director	31 May 2011
<u>/s/ C. Christopher Gaut</u> C. Christopher Gaut	Director	31 May 2011
<u>/s/ Gerald W. Haddock</u> Gerald W. Haddock	Director	31 May 2011
<u>/s/ Thomas L. Kelly II</u> Thomas L. Kelly II	Director	31 May 2011
<u>/s/ Keith O. Rattie</u> Keith O. Rattie	Director	31 May 2011
<u>/s/ Rita M. Rodriguez</u> Rita M. Rodriguez	Director	31 May 2011
<u>/s/ Paul E. Rowsey, III</u> Paul E. Rowsey, III	Director	31 May 2011
<u>/s/ Cary A. Moomjian, Jr.</u> Cary A. Moomjian, Jr.	Company Secretary and Authorized Representative in the United States	31 May 2011

## EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
4.1	Articles of Association of Enesco International plc (incorporated by reference to Exhibit 99.1 to the Registrant's Current Report on Form 8-K filed on December 16, 2009, File No. 1-8097).
4.2	Certificate of Incorporation on Change of Name (incorporated by reference to Exhibit 3.1 to the Registrant's Current Report on Form 8-K filed on April 1, 2010, File No. 1-8097).
4.3	Deposit Agreement, dated as of September 29, 2009, by and among ENSCO International Limited, Citibank, N.A., as Depositary, and the holders and beneficial owners of American Depositary Shares issued thereunder (incorporated by reference to Exhibit 4.1 to the Registration Statement of ENSCO International Limited on Form S-4 (File No. 333-162975) filed on November 9, 2009)
4.4	Form of American Depositary Receipt for American Depositary Shares representing Deposited Class A Ordinary Shares of Enesco plc (incorporated by reference to Exhibit 4.1 to the Registrant's Current Report on Form 8-K filed on April 1, 2010, File No. 1-8097)
4.5	Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10(j) to Pride's Annual Report on Form 10-K for the year ended December 31, 1992, File No. 0-16963).
4.6	First Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 4.7 to Pride's Registration Statement on Form S-8, Registration No. 333-35093).
4.7	Second Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.10 to Pride's Annual Report on Form 10-K for the year ended December 31, 1997, File No. 1-13289).
4.8	Third Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.11 of Pride's Annual Report on Form 10-K for the year ended December 31, 1998, File No. 1-13289).
4.9	Fourth Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.12 to Pride's Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-13289).
4.10	Fifth Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.13 to Pride's Annual Report on Form 10-K for the year ended December 31, 2002, File No. 1-13289).
4.11	Sixth Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan (incorporated by reference to Exhibit 10.5 to Pride's Quarterly Report on Form 10-Q for the quarter ended June 30, 2005, File No. 1-13289).
4.12	Pride International, Inc. 1998 Long-Term Incentive Plan, as amended and restated (incorporated by reference to Exhibit 10.21 to Pride's Annual Report on Form 10-K for the year ended December 31, 2004, File No. 1-13289).
4.13	Form of 1998 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.1 to Pride's Current Report on Form 8-K filed with the SEC on December 29, 2006, File No. 1-13289).

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<b>Exhibit No.</b>	<b>Description</b>
4.14	Form of 1998 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (with additional provisions) (incorporated by reference to Exhibit 10.4 to the amendment to Pride's Current Report on Form 8-K/A filed with the SEC on February 16, 2007, File No. 1-13289).
4.15	Form of 1998 Long-Term Incentive Plan Restricted Stock Agreement (incorporated by reference to Exhibit 10.2 to Pride's Current Report on Form 8-K filed with the SEC on December 29, 2006, File No. 1-13289).
4.16	Form of 1998 Long-Term Incentive Plan Restricted Stock Agreement (with additional provisions) (incorporated by reference to Exhibit 10.5 to the amendment to Pride's Current Report on Form 8-K/A filed with the SEC on February 16, 2007, File No. 1-13289).
4.17	Form of 1998 Long-Term Incentive Plan Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.3 to Pride's Current Report on Form 8-K filed with the SEC on December 29, 2006, File No. 1-13289).
4.18	Form of 1998 Long-Term Incentive Plan Restricted Stock Unit Agreement (with additional provisions) (incorporated by reference to Exhibit 10.6 to the amendment to Pride's Current Report on Form 8-K/A filed with the SEC on February 16, 2007, File No. 1-13289).
4.19	Pride International, Inc. 2004 Directors' Stock Incentive Plan (as amended and restated) (incorporated by reference to Appendix B to Pride's Proxy Statement on Schedule 14A for the 2008 Annual Meeting of Stockholders, File No. 1-13289).
4.20	First Amendment to 2004 Directors' Stock Incentive Plan (incorporated by reference to Exhibit 10.2 to Pride's Quarterly Report on Form 10-Q for the quarter ended September 30, 2008, File No. 1-13289).
4.21	Form of 2004 Director's Stock Incentive Plan Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.3 to Pride's Current Report on Form 8-K filed with the SEC on January 6, 2005, File No. 1-13289).
4.22	Form of 2004 Director's Stock Incentive Plan Restricted Stock Agreement (incorporated by reference to Exhibit 10.4 to Pride's Current Report on Form 8-K filed with the SEC on January 6, 2005, File No. 1-13289).
4.23	Form of 2004 Directors' Stock Incentive Plan Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.1 to Pride's Current Report on Form 8-K filed with the SEC on December 31, 2008, File No. 1-13289).
4.24	Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated) (incorporated by reference to Appendix A to Pride's Proxy Statement on Schedule 14A for the 2010 Annual Meeting of Stockholders, File No. 1-13289).
4.25	First Amendment to Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated) (incorporated by reference to Exhibit 10.1 to Pride's Quarterly Report on Form 10-Q for the quarter ended September 30, 2010, File No. 1-13289).
4.26	Form of 2007 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (incorporated by reference to Exhibit 10.1 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.27	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.2 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).

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<b>Exhibit No.</b>	<b>Description</b>
4.28	Form of 2007 Long-Term Incentive Plan Performance-Based Restricted Stock Unit Agreement (incorporated by reference to Exhibit 10.3 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.29	Form of 2007 Long-Term Incentive Plan Non-Qualified Stock Option Agreement (with additional provisions) (incorporated by reference to Exhibit 10.4 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.30	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement (with additional provisions) (incorporated by reference to Exhibit 10.5 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.31	Form of 2007 Long-Term Incentive Plan Performance-Based Restricted Stock Unit Agreement (with additional provisions) (incorporated by reference to Exhibit 10.6 to Pride's Current Report on Form 8-K filed with the SEC on January 29, 2010, File No. 1-13289).
4.32	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement with three-year cliff vesting (incorporated by reference to Exhibit 10.2 to Pride's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, File No. 1-13289).
4.33	Form of 2007 Long-Term Incentive Plan Restricted Stock Unit Agreement with three-year cliff vesting (with additional provisions) (incorporated by reference to Exhibit 10.2 to Pride's Quarterly Report on Form 10-Q for the quarter ended March 31, 2010, File No. 1-13289).
4.34*	Deed of Assumption by Enscopl relating to equity incentive plans of Pride International, Inc., dated as of May 26, 2011.
4.35*	Amendment to Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated effective March 16, 2010), effective as of May 31, 2011.
4.36*	Amendment to Pride International, Inc. 2004 Directors' Stock Incentive Plan (as amended and restated effective March 26, 2008), effective as of May 31, 2011.
4.37*	Amendment to Pride International, Inc. 1998 Long-Term Incentive Plan (as amended and restated effective February 17, 2005), effective as of May 31, 2011.
4.38*	Seventh Amendment to Pride International, Inc. 1993 Directors' Stock Option Plan, effective as of May 31, 2011.
5.1*	Opinion of Baker & McKenzie LLP, London.
15.1*	Letter Regarding Unaudited Interim Financial Information.
23.1*	Consent of KPMG LLP, Independent Registered Public Accounting Firm of Enscopl.
23.2*	Consent of KPMG LLP, Independent Registered Public Accounting Firm of Pride International, Inc.
23.3*	Consent of Baker & McKenzie LLP, London (included in its opinion filed as Exhibit 5.1 hereto).
24.1*	Power of Attorney (included in the signature page to this registration statement)

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\* Filed herewith

**DATED THIS 26<sup>th</sup> DAY OF MAY 2011**

**ENSCO PLC**

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**DEED OF ASSUMPTION**  
relating to  
**Equity Incentive Plans of Pride International, Inc.**

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## DEED OF ASSUMPTION

### OF

### ENSCO PLC

This Deed relating to the equity incentive plans of Pride International, Inc. (“**Pride**”) listed in Annex A is made on 26 May 2011 by **ENSCO PLC** (incorporated in England and Wales with registered number 7023598) whose registered office is at 6 Chesterfield Gardens, London XO W1J5BQ (“**Ensko plc**”).

**WHEREAS**, the board of directors of Ensko plc has approved the Agreement and Plan of Merger, dated as of 6 February 2011 and as amended on 1 March 2011 (the “**Merger Agreement**”), by and among Ensko plc, ENSCO International Incorporated, a Delaware corporation and an indirect, wholly owned subsidiary of Ensko plc, ENSCO Ventures LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of Ensko plc (the “**Merger Sub**”), and Pride, as it may be amended from time to time;

**WHEREAS**, the shareholders of Ensko plc will be asked to approve and adopt the Merger Agreement at a general meeting of the Ensko plc shareholders on 31 May 2011;

**WHEREAS**, the board of directors of Pride has approved the Merger Agreement and the stockholders of Pride will be asked to approve and adopt the Merger Agreement at a special meeting of the Pride stockholders to be held on 31 May 2011;

**WHEREAS**, pursuant to the Merger Agreement, the Merger Sub will merge with and into Pride (the “**Merger**”), with Pride surviving the Merger as a wholly owned subsidiary of Ensko plc;

**WHEREAS**, pursuant to the Merger Agreement and at the effective time of the Merger (“**Effective Time**”), each outstanding share of Pride common stock (other than shares held by certain stockholders as described in the Merger Agreement) will be converted into the right to receive \$15.60 in cash and 0.4778 American depositary shares (“**ADSs**”) which represent Class A ordinary shares of Ensko plc and are evidenced by American depositary receipts (“**ADRs**”);

**WHEREAS**, Pride has sponsored the equity incentive plans listed in Annex A (each, a “**Plan**” and collectively, the “**Plans**”) and has granted options to purchase shares of Pride common stock (“**Options**”) to eligible persons described in the Plans;

**WHEREAS**, pursuant to the Merger Agreement and at the Effective Time, each Option that is outstanding and unexercised immediately prior to the Effective Time will be assumed by Ensko plc and converted into an option to purchase ADSs (“**Assumed Option**”), subject to the terms of the applicable Plan and option agreement; *provided, however*, that (i) the number of ADSs purchasable upon exercise of such Assumed Option shall be equal to the number of shares of Pride common stock that were purchasable under such Option immediately prior to the Effective Time multiplied by the equity compensation exchange ratio set forth in the Merger Agreement and rounded down to the nearest whole ADS, and (ii) the per share exercise price under such Assumed Option shall be adjusted by dividing the per share exercise price under such Option immediately prior to the Effective Time by the equity compensation exchange ratio set forth in the Merger Agreement and rounding up to the nearest whole cent;

**WHEREAS**, in order to facilitate the assumption of the outstanding and unexercised Options and the related rights, duties or obligations under the Plans by Ensko plc, the board of directors of Pride has approved amendments to the Plans as necessary or appropriate (i) to provide for the appropriate substitution of “Ensko plc” in place of “Pride” where applicable, (ii) to reflect that ADSs (rather than shares of Pride common stock) will be issued upon exercise of the Assumed Options, (iii) to provide for the administration of the Assumed Options by the Nominating, Governance and Compensation

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Committee of Ensco plc (or by the Board of Directors of Ensco plc with respect to any Assumed Options held by a Director), (iv) to provide that no awards may be granted under the Plans after the Effective Time, (v) to provide that the Plans will terminate on the earlier of the termination date specified in the respective Plans and the exercise or expiration date of the last Assumed Option, and (vi) to facilitate compliance with applicable English corporate or tax law requirements;

**WHEREAS**, subject to the completion of the Merger and as of the Effective Time, Ensco plc desires to assume the outstanding and unexercised Options and adopt and assume the Plans (as amended as described above) under which the Options were granted (the “**Assumed Plans**”);

**WHEREAS**, Ensco plc agrees that ADSs shall be used to satisfy the exercise of any Assumed Option;

**WHEREAS**, the Assumed Plans are annexed to this Deed of Assumption;

**NOW THIS DEED WITNESSES AS FOLLOWS:**

1. Ensco plc hereby declares, undertakes and agrees for the benefit of each participant who holds Options under the Plans that, with effect from the Effective Time, it shall:
  - 1.1 assume the outstanding and unexercised Options and adopt and assume the Plans (as amended as described above);
  - 1.2 undertake and discharge all of the rights and obligations relating to sponsorship of the Assumed Plans which have been undertaken and were to be discharged by Pride prior to the Effective Time;
  - 1.3 exercise all of the powers of the plan sponsor relating to the Assumed Plans which were exercised by Pride prior to the Effective Time;
2. For the purposes of the assumption of the Options and this Deed:
  - 2.1 any Assumed Option shall be subject to the same terms and conditions of the applicable Assumed Plan or any agreement evidencing or relating to such Option (each, a “**Plan Document**” and collectively, the “**Plan Documents**”) as in effect immediately prior to the effective date of this Deed, save for such changes as are necessary to effectuate and reflect the assumption by Ensco plc of the Option and the rights and obligations thereunder and such changes as are necessary or advisable to account for English corporate and/or tax law requirements;
  - 2.2 to the extent any Plan Document provides for the issuance, acquisition, delivery, holding or purchase of, or otherwise relates to or references, shares of Pride common stock in connection with the Assumed Option, then, pursuant to the terms hereof and thereof, such Plan Document is hereby amended to provide for the issuance, acquisition, delivery, holding or purchase of ADSs or ADRs; *provided, however*, that (i) the number of ADSs purchasable upon exercise of such Assumed Option shall be equal to the number of shares of Pride common stock that were purchasable under such Option immediately prior to the Effective Time multiplied by the equity compensation exchange ratio set forth in the Merger Agreement and rounded down to the nearest whole ADS, and (ii) the per share exercise price under such Assumed Option shall be adjusted by dividing the per share exercise price under such Option immediately prior to the Effective Time by the equity compensation exchange ratio set forth in the Merger Agreement and rounding up to the nearest whole cent;

- 2.3 all references in the Assumed Plans to Pride or its predecessors are hereby amended to be references to Enesco plc, except where the context dictates otherwise;
  - 2.4 all references to the board of directors (or relevant committee of the board of directors) in the Assumed Plans shall henceforth be taken to be references to the board of directors of Enesco plc (or relevant committee of the board of directors of Enesco plc), except where the context dictates otherwise;
  - 2.5 each Assumed Option shall, pursuant to the terms hereof and thereof, be exercisable upon the same terms and conditions as under the applicable Plan Document, except that upon the exercise of such Assumed Options, as applicable, ADSs evidenced by ADRs are hereby issuable in lieu of shares of Pride common stock according to the ratio set forth in clause 2.2 above;
  - 2.6 nothing in the Plan Documents will allow for the payment of the exercise price of the Assumed Option or the satisfaction of withholding taxes by way of the optionee tendering already owned shares or ADSs to Enesco plc and any provision in the Plan Documents which calls for the surrender or tender of shares of Pride common stock to Pride for any purpose (including, but not limited to, payment of the exercise price of the Assumed Option or payment of any withholding taxes) shall be null and void and shall not be interpreted to allow for the surrender or tender of ADSs to Enesco plc for any purpose; and
  - 2.7 if any benefits or amounts due are determined by reference to ordinary shares, they will henceforth be determined by reference to ADSs.
3. Enesco plc hereby grants, conditional upon the Merger becoming effective, each Assumed Option on the terms set out in this Deed. Each Assumed Option shall be treated as coming into effect immediately on the Effective Time (after the Option which is being assumed has ceased to represent a right to acquire shares of Pride common stock).
  4. This deed shall be governed by and construed in accordance with the laws of England and Wales.

**IN WITNESS WHEREOF** this Deed has been executed by Enesco plc on the date first above written.

EXECUTED AS A DEED AND DELIVERED BY )  
**ENESCO PLC** )  
 acting by: )

/s/ Daniel W. Rabun  
 Director

/s/ Cary A. Moomjian, Jr.  
 Director/Secretary

**ANNEX A**

**Assumed Plans**

1. Pride International, Inc. 1993 Directors' Stock Option Plan;
2. Pride International, Inc. 1998 Long-Term Incentive Plan (as amended and restated effective February 17, 2005);
3. Pride International, Inc. 2004 Directors' Stock Incentive Plan (as amended and restated effective March 26, 2008); and
4. Pride International, Inc. 2007 Long-Term Incentive Plan (as amended and restated effective March 16, 2010)

**AMENDMENT TO THE  
PRIDE INTERNATIONAL, INC.  
2007 LONG-TERM INCENTIVE PLAN  
(As Amended and Restated Effective March 16, 2010)**

WHEREAS, the board of directors (the "Board") of Pride International, Inc., a Delaware corporation ("Pride"), adopted the Pride International, Inc. 2007 Long-Term Incentive Plan, which became effective as of the date of its approval by the stockholders of Pride on May 12, 2007;

WHEREAS, the Board adopted an amendment and restatement of the Plan on March 16, 2010 which became effective as of its approval by the stockholders of Pride stockholders on May 20, 2010;

WHEREAS, the stockholders of Pride will be asked to approve and adopt at the Special Meeting of Stockholders on May 31, 2011 the "Agreement and Plan of Merger," dated as of February 6, 2011 and as amended on March 1, 2011, as it may be amended from time to time (the "Merger Agreement"), by and among Enscoc plc (the "Company"), ENSCO International Incorporated, a Delaware corporation and an indirect, wholly owned subsidiary of Enscoc, ENSCO Ventures LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of the Company (the "Merger Sub"), and Pride, pursuant to which the Merger Sub will merge with and into Pride (the "2011 Merger"), with Pride surviving the 2011 Merger as a wholly owned subsidiary of the Company;

WHEREAS, pursuant to the Merger Agreement, each outstanding share of common stock of Pride (other than shares held by certain stockholders as described in the Merger Agreement) at the effective time of the 2011 Merger, as defined in Section 1.1 of the Merger Agreement (the "Effective Time"), will be converted into the right to receive \$15.60 in cash and 0.4778 American Depositary Shares ("ADSs"), each whole ADS representing one Class A ordinary share of the Company;

WHEREAS, as of the Effective Time, each outstanding option to purchase shares of Pride common stock granted under the Plan that is outstanding and unexercised immediately prior to the Effective Time will be assumed by the Company and converted into an option to purchase, on the same terms and conditions as applied to each such option immediately prior to the Effective Time, ADSs, and each such option will continue to have the same terms and conditions as applied to each such option immediately prior to the Effective Time, except that (a) as of the Effective Time, the option as so assumed and converted will be fully vested and exercisable for that number of whole ADSs equal to the product of (x) the number of shares of Pride common stock that were purchasable under the option immediately prior to the Effective Time and (y) the equity compensation exchange ratio (as defined below) and rounded down to the nearest whole ADS, (b) the per share exercise price under such assumed option shall be adjusted by dividing

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the per share exercise price under such Pride stock option immediately prior to the Effective Time by the equity compensation exchange ratio (which is the sum of (i) 0.4778 and (ii) the quotient obtained by dividing \$15.60 by the average of the closing prices of an ADS for the five consecutive trading days ending three trading days prior to the closing date of the 2011 Merger, as defined in Section 1.2 of the Merger Agreement, rounded to the nearest ten thousandth) and rounding up to the nearest whole cent, (c) the exercise price and/or number of ADSs that may be purchased under the assumed option will be further adjusted to the extent required for the assumed option to remain compliant with, or exempt from, the requirements of section 409A of the Internal Revenue Code of 1986, as amended, and (d) the permissible methods of payment of the option grant price and withholding taxes provisions under the assumed option will be amended to comply with the U.K. Companies Act 2006; and

WHEREAS, the Board approved this Amendment to the Plan during its meeting held on May 19, 2011, to become effective as of, and only as of, the Effective Time, to reflect the provisions of the Merger Agreement and the effect of the 2011 Merger on the Plan;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Plan is amended as of the Effective Time as follows:

- 1) Section 1 is amended to add the following sentences at the end of the section:

The Plan was further amended, as of the effective time of the Company's merger with Ensco plc, a public limited company incorporated under the laws of England and Wales (the "Effective Time"), to reflect the assumption and adoption of the Plan by Ensco plc. All subsequent references in this Plan to Company shall be to Ensco plc or any successor thereto, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

- 2) Section 3 is amended to add the following definitions:

"Act" means the U.K. Companies Act 2006.

"ADS" means an American depositary share which represents a Class A ordinary share in the Company, nominal value US\$0.10 per share, and evidenced by an American depositary receipt. All references in this Plan to shares of Common Stock (including the definition in this Section 3) shall be read and considered to be references to ADSs, unless the context otherwise requires, all references to stock, securities and/or shares of Pride International, Inc. shall be read and considered to be references to or to include ADSs, as applicable, and all references (specific or otherwise) to "stockholders of the Company" shall be read and considered to be references to holders of ADSs, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.



“Employee Taxes” means any federal, state, local income taxes and/or other taxes imposed by the Host Country and/or country of the Participant’s residence.

“Host Country” means the country or residence of the Company or its Subsidiary which has the legal relationship of employer and employee with the Employee.

“Tax Equalization” or “Hypothetical Tax” means the methodology established by the Company, either through general personnel policies or specific agreement, to neutralize, in whole or in part, the tax consequences to Employees assigned to locations outside of the Employee’s home country.

- 3) Section 3 is further amended to replace the definition of “Committee” with  
“Committee” means the Nominating, Governance and Compensation Committee of the Board, the Executive Compensation Subcommittee of the Nominating, Governance and Compensation Committee of the Board or such other Committee or subcommittee as may be appointed by the Board from time to time, which shall be comprised solely of two or more persons who are Disinterested Directors, as defined in the Ensco International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by the Company as of December 23, 2009), as amended from time to time. The Board shall assume any or all of the powers and responsibilities prescribed for the Committee with respect to Options held by Directors, and to that extent, the term “Committee” as used herein shall also be applicable to the Board, unless the context otherwise requires.
- 4) Section 3 is further amended to replace the definition of “Plan” with  
“Plan” means this Pride International, Inc. 2007 Long-Term Incentive Plan (As Amended and Restated Effective March 16, 2010), as amended as of the Effective Time, and as may be amended from time to time thereafter;
- 5) Section 3 is further amended to replace the definition of “Subsidiary” with  
“Subsidiary” means any corporation or legal entity as to which more than fifty percent (50%) of the outstanding voting shares, ADSs or interests shall now or hereafter be owned or controlled, directly by a person, any Subsidiary of such person, or any Subsidiary of such Subsidiary. For purposes of the definition of Employee, Subsidiary means a subsidiary within the meaning of Section 1159 of the Act.
- 6) Section 4 is amended to add the following sentence at the end of the section:  
No Awards may be granted under this Plan after the Effective Time (other than Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company).

- 7) Section 5 is amended to add the following sentence at the end of the section:

ADSs used to satisfy the exercise of Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company may be authorized but unissued ADSs or, if the Committee so determines, ADSs held in reserve by a Subsidiary or (with respect to Options held by Employees) ADSs that have been acquired by the trustees of any employee benefit trust established in connection with the Company's equity incentive plans.

- 8) Section 6(a) is amended to add the following sentence at the end of the section:

The authority exercised by the Committee in connection with this Plan is subject to any applicable provisions of the Act.

- 9) Section 6(b) is amended to add the following sentences at the end of the section:

This provision applies to the fullest extent permitted by applicable law. Nothing in this Section 6(b) shall exempt a director of a company (to any extent) from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company. For purposes of this section, "company" means a company formed and registered under the Act.

- 10) The last sentence of Section 11 is amended to read as follows:

Notwithstanding the above, the Committee may not take any actions hereunder, and no Awards shall be granted, that would violate the Exchange Act, the Code, the Act, any securities law, any governing statute, or any other applicable law.

- 11) Section 13 is amended in its entirety to read as follows:

13. *Option Exercise* . The Grant Price shall be paid in full at the time of exercise (i) in cash or by check payable and acceptable to the Company or its designee, (ii) subject to the approval of the Committee, by authorizing the Company or its designee to withhold from the ADSs to be issued upon any exercise of an Option, a number of ADSs having an aggregate Fair Market Value on the date of exercise that is not greater than the aggregate Grant Price for the ADSs with respect to which the Option is being exercised and by paying any remaining amount of the Grant Price as provided in (i), or (iii) by way of a cashless exercise pursuant to which the Participant instructs the Company's designee to sell some or all of the ADSs subject to the exercised portion of the Option and deliver promptly to the Company the amount of the sale proceeds sufficient to pay the Grant Price. Payment instruments will be received subject to collection. The Committee may adopt additional rules and procedures regarding the exercise of Options from time to time, provided that such rules and procedures are not inconsistent with the provisions of this Section and provided that such rules and procedures are subject to applicable law.

12) Section 14 is amended in its entirety to read as follows:

14. *Taxes* . Options under this Plan shall be subject to withholding for Employee Taxes required by law. Each Participant shall, at such time as the value of any ADSs or other amounts received pursuant to an Option first becomes includable in the gross income of such Participant for Employee Taxes or the time that a withholding obligation arises for the Company or any of its Subsidiaries with respect to the Option, as applicable, pay to the Company or its designee, or make arrangements satisfactory to the Committee regarding payment of, any and all such Employee Taxes required to be withheld with respect to such income and, if applicable, any amounts owed to the Company or its Subsidiaries under its Tax Equalization or Hypothetical Tax policies or specific agreements relating thereto. The Company or its designee and its Subsidiaries shall, to the extent permitted by law, have the right to deduct any such Employee Taxes from any payment of any kind otherwise due to the Participant and to require any payments necessary in order to enable it to satisfy its withholding obligations. Without limitation to the above, the Company or its designee may procure the satisfaction of any withholding obligation, in whole or in part, by (i) a portion of the proceeds of a “cashless exercise” arranged by the Company’s designee, (ii) authorizing the Company’s designee to sell a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount as determined by the Company, (iii) paying to the Company or a Subsidiary the amount of Employee Taxes in cash, check or other cash equivalent, and/or (iv) if approved by the Committee, authorizing the Company or its designee to withhold from ADSs to be issued pursuant to any exercise of an Option, a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount. The Participant may elect in advance of the exercise of the Option to have any withholding obligation satisfied by one of the withholding methods set forth above, subject to approval by the Committee and compliance with applicable law. If the withholding obligation is satisfied by withholding a number of ADSs as described in (iv) above, for tax purposes, the Participant will be deemed to have been issued the full number of ADSs subject to the exercised portion of the Option, notwithstanding that a number of the ADSs are held back solely for the purpose of paying the Employee Taxes due as a result of participation in this Plan. The Company may refuse to honor the exercise of an Option and may refuse to issue or deliver the ADSs or the proceeds of the sale of ADSs if the Participant fails to comply with the obligations in connection with Employee Taxes.

13) Section 17(b) is amended to add the following sentence between the first and second sentences in the section:

The foregoing provision shall also apply to any other variation in the share capital of the Company.

14) Section 17(c) is amended to add the following sentence at the end of the section:

Any Options over ADSs in the Company shall terminate and lapse on the completion of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation, provided that any new Award or other arrangement or assumed Award made pursuant to Section 17(c)(1) above shall not terminate or lapse by reason of the completion of any such event.

15) Section 24 is amended in its entirety to read as follows:

24. *Governing Law.* AS OF THE EFFECTIVE TIME, THIS PLAN AND ANY AND ALL AWARD AGREEMENTS EXECUTED IN CONNECTION WITH OPTIONS GRANTED UNDER THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

16) The fifth sentence of Section 25 is amended to read as follows:

Notwithstanding the foregoing, the Plan shall terminate on the exercise or expiration date of the last outstanding Nonqualified Stock Option, if such date is earlier than the date set forth in the preceding sentence.

PRIDE INTERNATIONAL, INC.

By: /s/ Brady K. Long  
Brady K. Long  
Vice President, General Counsel & Secretary

ATTEST:

/s/ Elizabeth Wright  
Name: Elizabeth Wright  
Title: Assistant Secretary

**AMENDMENT TO THE  
PRIDE INTERNATIONAL, INC.  
2004 DIRECTORS' STOCK INCENTIVE PLAN  
(As Amended and Restated Effective March 26, 2008)**

WHEREAS, the board of directors (the "Board") of Pride International, Inc., a Delaware corporation ("Pride"), adopted on February 19, 2004 the Pride International, Inc. 2004 Directors' Stock Incentive Plan effective as of that date and was approved by the stockholders of Pride on May 18, 2004;

WHEREAS, the Board adopted an amendment and restatement of the Plan on March 26, 2008 effective as of that date and was approved by the stockholders of Pride on May 19, 2008;

WHEREAS, the stockholders of Pride will be asked to approve and adopt at the Special Meeting of Stockholders on May 31, 2011 the "Agreement and Plan of Merger," dated as of February 6, 2011 and as amended on March 1, 2011, as it may be amended from time to time (the "Merger Agreement"), by and among Ensco plc (the "Company"), ENSCO International Incorporated, a Delaware corporation and an indirect, wholly owned subsidiary of Ensco, ENSCO Ventures LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of the Company (the "Merger Sub"), and Pride, pursuant to which the Merger Sub will merge with and into Pride (the "2011 Merger"), with Pride surviving the 2011 Merger as a wholly owned subsidiary of the Company;

WHEREAS, pursuant to the Merger Agreement, each outstanding share of common stock of Pride (other than shares held by certain stockholders as described in the Merger Agreement) at the effective time of the 2011 Merger, as defined in Section 1.1 of the Merger Agreement (the "Effective Time"), will be converted into the right to receive \$15.60 in cash and 0.4778 American Depositary Shares ("ADSs"), each whole ADS representing one Class A ordinary share of the Company;

WHEREAS, as of the Effective Time, each outstanding option to purchase shares of Pride common stock granted under the Plan that is outstanding and unexercised immediately prior to the Effective Time will be assumed by the Company and converted into an option to purchase, on the same terms and conditions as applied to each such option immediately prior to the Effective Time, ADSs, and each such option will continue to have the same terms and conditions as applied to each such option immediately prior to the Effective Time, except that (a) as of the Effective Time, the option as so assumed and converted will be fully vested and exercisable for that number of whole ADSs equal to the product of (x) the number of shares of Pride common stock that were purchasable under the option immediately prior to the Effective Time and (y) the equity compensation exchange ratio (as defined below) and rounded down to the nearest whole ADS, (b) the per share exercise price under such assumed option shall be adjusted by dividing the per share exercise price under such Pride stock option immediately prior to the Effective Time by the equity compensation exchange ratio (which is the sum of (i) 0.4778 and (ii) the

quotient obtained by dividing \$15.60 by the average of the closing prices of an ADS for the five consecutive trading days ending three trading days prior to the closing date of the 2011 Merger, as defined in Section 1.2 of the Merger Agreement, rounded to the nearest ten thousandth) and rounding up to the nearest whole cent, (c) the exercise price and/or number of ADSs that may be purchased under the assumed option will be further adjusted to the extent required for the assumed option to remain compliant with, or exempt from, the requirements of section 409A of the Internal Revenue Code of 1986, as amended, and (d) the permissible methods of payment of the option exercise price and tax withholding provisions under the assumed option will be amended to comply with the U.K. Companies Act 2006; and

WHEREAS, the Board approved this Amendment to the Plan during its meeting held on May 19, 2011, to become effective as of, and only as of, the Effective Time, to reflect the provisions of the Merger Agreement and the effect of the 2011 Merger on the Plan;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Plan is amended as of the Effective Time as follows:

1) Section 1 is amended to add the following sentences at the end of the section:

The Plan was assumed and adopted by Ensco plc, a public limited company incorporated under the laws of England and Wales, as of the effective time of the merger between the Company and Ensco plc (the "Effective Time"). All subsequent references in this Plan to Company shall be to Ensco plc or any successor thereto, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

2) Section 2 is amended to add the following definitions:

" **Act** " means the U.K. Companies Act 2006.

" **ADS** " means an American depositary share which represents a Class A ordinary share in the Company, nominal value US\$0.10 per share, and evidenced by an American depositary receipt. All references in this Plan to shares of Common Stock (including the definition in this Section 2) shall be read and considered to be references to ADSs, unless the context otherwise requires, all references to stock, securities and/or shares of Pride International, Inc. shall be read and considered to be references to or to include ADSs, as applicable, and all references (specific or otherwise) to "stockholders of the Company" shall be read and considered to be references to holders of ADSs, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

" **Plan** " means this Pride International, Inc. 2004 Directors' Stock Incentive Plan (As Amended and Restated Effective March 26, 2008), as amended as of the Effective Time, and as may be amended from time to time thereafter.

3) Section 2 is further amended to replace the definition of " **Cause** "

with

“ **Cause** ” means (i) the willful commission by a Director of a criminal or other act that causes or will probably cause substantial economic damage to the Company or a Subsidiary or substantial injury to the business reputation of the Company or a Subsidiary or (ii) the commission by a Director of an act of fraud in performance of his duties on behalf of the Company or a Subsidiary or (iii) the commission of any other act defined as such in the Company’s Articles of Association, as amended, or in other constitutional documentation or under applicable law. For purposes of this Plan, no act, or failure to act, on the Director’s part shall be considered “willful” unless done or omitted to be done by the Director not in good faith or without reasonable belief that the Director’s act or omission was in the best interest of the Company or a Subsidiary.

- 4) Section 2 is further amended to replace the definition of “ **Committee** ”

with

“ **Committee** ” means the Nominating, Governance and Compensation Committee of the Board, or such other Committee as may be appointed by the Board from time to time, which shall be comprised solely of two or more persons who are Disinterested Directors, as defined in the EnSCO International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by the Company as of December 23, 2009), as amended from time to time. The Board shall assume any or all of the powers and responsibilities prescribed for the Committee with respect to Options held by Directors, and to that extent, the term “Committee” as used herein shall also be applicable to the Board.

- 5) Section 2 is further amended to replace the definition of “ **Subsidiary** ”

with

“ **Subsidiary** ” means any corporation or legal entity as to which more than fifty percent (50%) of the outstanding voting shares, ADSs or interests shall now or hereafter be owned or controlled, directly by a person, any Subsidiary of such person, or any Subsidiary of such Subsidiary.

- 6) Section 3 is amended to add the following sentence to the end of the section:

No Awards may be granted under this Plan after the Effective Time (other than Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company).

- 7) Section 4 is amended to add the following sentence at the end of the section:

ADSs used to satisfy the exercise of Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company may be authorized but unissued ADSs or, if the Committee so determines, ADSs held in reserve by a Subsidiary.

8) Section 5 is amended to add the following sentence between the third and fourth sentences in the section:

The authority exercised by the Committee in connection with this Plan is subject to any applicable provisions of the Act.

9) Section 5 is further amended to add the following sentences at the end of the section:

The preceding sentence applies to the fullest extent permitted by applicable law and nothing herein shall exempt a director of a company (to any extent) from any liability that would otherwise attach to him in connection with any negligence, default, breach of duty or breach of trust in relation to the company. For purposes of the preceding sentence, “company” means a company formed and registered under the Act.

10) Section 9 is amended in its entirety to read as follows:

**9. Stock Option Exercise.** The aggregate purchase price (the “Exercise Price”) at which ADSs may be purchased under an Option shall be paid in full at the time of exercise (i) in cash or by check payable and acceptable to the Company or its designee, (ii) subject to the approval of the Committee, by authorizing the Company or its designee to withhold from the ADSs to be issued upon any exercise of an Option, a number of ADSs having an aggregate Fair Market Value on the date of exercise that is not greater than the aggregate Exercise Price for the ADSs with respect to which the Option is being exercised and by paying any remaining amount of the Exercise Price as provided in (i), or (iii) by way of a cashless exercise pursuant to which the Participant instructs the Company’s designee to sell some or all of the ADSs subject to the exercised portion of the Option and deliver promptly to the Company the amount of the sale proceeds sufficient to pay the Exercise Price. Payment instruments will be received subject to collection. The Committee may adopt additional rules and procedures regarding the exercise of Options from time to time, provided that such rules and procedures are not inconsistent with the provisions of this Section and provided that such rules and procedures are subject to applicable law.

11) Section 10 is amended in its entirety to read as follows:

**10. Tax Withholding .** To the extent that a Participant is subject to withholding of federal, state, or local income taxes and/or other taxes or social insurance contributions in connection with an Option (the “Tax-Related Items”), the Participant shall, at such time as the value of any ADSs or other amounts received pursuant to an Option first becomes includable in the gross income of such Participant for such Tax-Related Items or the time that a withholding obligation arises for the Company with respect to the Option, as applicable, pay to the Company or its designee, or make arrangements satisfactory to the Committee or its designee regarding payment of, any and all such Tax-Related Items required to be withheld with respect to such income. Without limitation to the above, the Company or its designee may procure the satisfaction of any withholding obligation of the Company, in whole or in part, by (i) a portion of



the proceeds of a “cashless exercise” arranged by the Company’s designee, (ii) authorizing the Company’s designee to sell a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount as determined by the Company, (iii) paying to the Company the amount of Tax-Related Items in cash, check or other cash equivalent, (iv) having the Company withhold from any cash compensation payable to the Participant, and/or (v) if approved by the Committee, authorizing the Company or its designee to withhold from ADSs to be issued pursuant to any exercise of an Option, a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount. The Participant may elect in advance of the exercise of the Option to have any withholding obligation satisfied by one of the withholding methods set forth above, subject to approval by the Committee and compliance with applicable law. If the withholding obligation is satisfied by withholding a number of ADSs as described in (v) above, for tax purposes, the Participant will be deemed to have been issued the full number of ADSs subject to the exercised portion of the Option, notwithstanding that a number of the ADSs are held back solely for the purpose of paying the taxes due as a result of participation in this Plan. The Company may refuse to honor the exercise of an Option and may refuse to issue or deliver the ADSs or the proceeds of the sale of ADSs if the Participant fails to comply with the obligations in connection with Tax-Related Items.

12) Section 14(b) is amended to add the following sentence between the first and second sentences in the section:

The foregoing provision shall also apply to any other variation in the share capital of the Company.

13) Section 14(b) is further amended to add the following sentence at the end of the section:

Any Options over ADSs in the Company shall terminate and lapse on the completion of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation, provided that any new or assumed option made pursuant to (i) of the preceding sentence shall not terminate or lapse by reason of the completion of any such event.

14) Section 18 is amended in its entirety to read as follows:

**18. Governing Law.** AS OF THE EFFECTIVE TIME, THIS PLAN AND ANY AND ALL AWARD AGREEMENTS EXECUTED IN CONNECTION WITH OPTIONS GRANTED UNDER THIS PLAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

15) Section 19 is amended to add the following sentence to the end of the section:

This Plan shall terminate on the exercise or expiration date of the last outstanding Option.

PRIDE INTERNATIONAL, INC.

By: /s/ Brady K. Long  
Brady K. Long  
Vice President, General Counsel & Secretary

ATTEST:

/s/ Elizabeth Wright  
Name: Elizabeth Wright  
Title: Assistant Secretary

**AMENDMENT TO THE  
PRIDE INTERNATIONAL, INC.  
1998 LONG-TERM INCENTIVE PLAN**

**(As Amended and Restated Effective February 17, 2005)**

WHEREAS, the board of directors (the "Board") of Pride International, Inc., a Delaware corporation ("Pride"), adopted the Pride International, Inc. 1998 Long-Term Incentive Plan, which became effective as of the date of its stockholder approval on May 12, 1998;

WHEREAS, the Board adopted an amendment and restatement of the Plan effective February 17, 2005;

WHEREAS, the stockholders of Pride will be asked to approve and adopt at the Special Meeting of Stockholders on May 31, 2011 the "Agreement and Plan of Merger," dated as of February 6, 2011 and as amended on March 1, 2011, as it may be amended from time to time (the "Merger Agreement"), by and among Ensco plc (the "Company"), ENSCO International Incorporated, a Delaware corporation and an indirect, wholly owned subsidiary of Ensco, ENSCO Ventures LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of the Company (the "Merger Sub"), and Pride, pursuant to which the Merger Sub will merge with and into Pride (the "2011 Merger"), with Pride surviving the 2011 Merger as a wholly owned subsidiary of the Company;

WHEREAS, pursuant to the Merger Agreement, each outstanding share of common stock of Pride (other than shares held by certain shareholders as described in the Merger Agreement) at the effective time of the 2011 Merger, as defined in Section 1.1 of the Merger Agreement (the "Effective Time"), will be converted into the right to receive \$15.60 in cash and 0.4778 American Depositary Shares ("ADSs"), each whole ADS representing one Class A ordinary share of the Company;

WHEREAS, as of the Effective Time, each outstanding option to purchase shares of Pride common stock granted under the Plan that is outstanding and unexercised immediately prior to the Effective Time will be assumed by the Company and converted into an option to purchase, on the same terms and conditions as applied to each such option immediately prior to the Effective Time, ADSs, and each such option will continue to have the same terms and conditions as applied to each such option immediately prior to the Effective Time, except that (a) as of the Effective Time, the option as so assumed and converted will be fully vested and exercisable for that number of whole ADSs equal to the product of (x) the number of shares of Pride common stock that were purchasable under the option immediately prior to the Effective Time and (y) the equity compensation exchange ratio (as defined below) and rounded down to the nearest whole ADS, (b) the per share exercise price under such assumed option shall be adjusted by dividing the per share exercise price under such Pride stock option immediately prior to the Effective Time by the equity compensation exchange ratio (which is the sum of (i) 0.4778 and (ii) the quotient obtained by dividing \$15.60 by the average of the closing prices of an ADS for the five

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consecutive trading days ending three trading days prior to the closing date of the 2011 Merger, as defined in Section 1.2 of the Merger Agreement, rounded to the nearest ten thousandth) and rounding up to the nearest whole cent, (c) the exercise price and/or number of ADSs that may be purchased under the assumed option will be further adjusted to the extent required for the assumed option to remain compliant with, or exempt from, the requirements of section 409A of the Internal Revenue Code of 1986, as amended, and (d) the permissible methods of payment of the option exercise price and tax withholding provisions under the assumed option will be amended to comply with the U.K. Companies Act 2006; and

WHEREAS, the Board approved this Amendment to the Plan during its meeting held on May 19, 2011, to become effective as of, and only as of, the Effective Time, to reflect the provisions of the Merger Agreement and the effect of the 2011 Merger on the Plan;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Plan is amended as of the Effective Time as follows:

- 1) Section 1 amended to add the following sentences at the end of the section:

The Plan was assumed and adopted by Ensco plc, a public limited company incorporated under the laws of England and Wales, as of the effective time of the merger between the Company and Ensco plc (the "Effective Time"). All subsequent references in this Plan to Company shall be to Ensco plc or any successor thereto, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

- 2) Section 2 is amended to add the following definitions:

" **Act** " means the U.K. Companies Act 2006.

" **ADS** " means an American depositary share which represents a Class A ordinary share in the Company, nominal value US\$0.10 per share, and evidenced by an American depositary receipt. All references in this Plan to shares of Common Stock (including the definition in this Section 2) shall be read and considered to be references to ADSs, unless the context otherwise requires, all references to stock, securities and/or shares of Pride International, Inc. shall be read and considered to be references to or to include ADSs, as applicable, and all references (specific or otherwise) to "shareholders of the Company" shall be read and considered to be references to holders of ADSs, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

" **Employee Taxes** " means any federal, state, local income taxes and/or other taxes imposed by the Host Country and/or country of the Participant's residence.

" **Host Country** " means the country or residence of the Company or its Subsidiary which has the legal relationship of employer and employee with the employee.

“ **Plan** ” means this Pride International, Inc. 1998 Long-Term Incentive Plan (As Amended and Restated Effective February 17, 2005), as amended as of the Effective Time, and as may be amended from time to time thereafter.

“ **Tax Equalization** ” or “ **Hypothetical Tax** ” means the methodology established by the Company, either through general personnel policies or specific agreement, to neutralize, in whole or in part, the tax consequences to employees assigned to locations outside of the employee’s home country.

- 3) Section 2 is further amended to replace the definition of “ **Committee** ” with  
“ **Committee** ” means the Nominating, Governance and Compensation Committee of the Board, the Executive Compensation Subcommittee of the Nominating, Governance and Compensation Committee of the Board or such other Committee or subcommittee as may be appointed by the Board from time to time, which shall be comprised solely of two or more persons who are Disinterested Directors, as defined in the Ensco International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by the Company as of December 23, 2009), as amended from time to time.
- 4) Section 2 is further amended to replace the definition of “ **Subsidiary** ” with  
“ **Subsidiary** ” means any corporation or legal entity as to which more than fifty percent (50%) of the outstanding voting shares, ADSs or interests shall now or hereafter be owned or controlled, directly by a person, any Subsidiary of such person, or any Subsidiary of such Subsidiary. For purposes of Section 3 of this Plan, Subsidiary shall mean a subsidiary within the meaning of Section 1159 of the Act.
- 5) Section 3 is amended to add the following sentence at the end of the section:  
No Awards may be granted under this Plan after the Effective Time (other than Nonqualified Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company).
- 6) Section 4 is amended to add the following sentence at the end of the section:  
ADSs used to satisfy the exercise of Nonqualified Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company may be authorized but unissued ADSs or, if the Committee so determines, ADSs held in reserve by a Subsidiary or ADSs that have been acquired by the trustees of any employee benefit trust established in connection with the Company’s equity incentive plans.

- 7) Section 5 is amended to add the following sentence between the fourth and fifth sentences in the section:

The authority exercised by the Committee in connection with this Plan is subject to any applicable provisions of the Act.

- 8) Section 5 is further amended to add the following sentences at the end of the section:

The preceding sentence applies to the fullest extent permitted by applicable law and nothing herein shall exempt a director of a company (to any extent) from any liability that would otherwise attach to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company. For purposes of the preceding sentence, “company” means a company formed and registered under the Act.

- 9) Section 9 is amended in its entirety to read as follows:

9. **Stock Option Exercise.** The aggregate purchase price (the “Exercise Price”) at which ADS may be purchased under a Nonqualified Option shall be paid in full at the time of exercise (i) in cash or by check payable and acceptable to the Company or its designee, (ii) subject to the approval of the Committee, by authorizing the Company or its designee to withhold from the ADSs to be issued upon any exercise of a Nonqualified Option, a number of ADSs having an aggregate Fair Market Value on the date of exercise that is not greater than the aggregate Exercise Price for the ADSs with respect to which the Nonqualified Option is being exercised and by paying any remaining amount of the Exercise Price as provided in (i), or (iii) by way of a cashless exercise pursuant to which the Participant instructs the Company’s designee to sell some or all of the ADSs subject to the exercised portion of the Nonqualified Option and deliver promptly to the Company the amount of the sale proceeds sufficient to pay the Exercise Price. Payment instruments will be received subject to collection. The Committee may adopt additional rules and procedures regarding the exercise of Nonqualified Options from time to time, provided that such rules and procedures are not inconsistent with the provisions of this Section and provided that such rules and procedures are subject to applicable law.

- 10) Section 10 is amended in its entirety to read as follows:

10. **Tax Withholding** . Nonqualified Options under this Plan shall be subject to withholding for Employee Taxes required by law. Each Participant shall, at such time as the value of any ADSs or other amounts received pursuant to a Nonqualified Option first becomes includable in the gross income of such Participant for Employee Taxes or the time that a withholding obligation arises for the Company or any of its Subsidiaries with respect to the Nonqualified Option, as applicable, pay to the Company or its designee, or make arrangements satisfactory to the Committee regarding payment of, any and all such Employee Taxes required to be withheld with respect to such income and, if applicable, any amounts owed to the Company or its Subsidiaries under its Tax Equalization or Hypothetical Tax policies or specific agreements relating thereto. The Company or its designee and its Subsidiaries shall, to the extent permitted

by law, have the right to deduct any such Employee Taxes from any payment of any kind otherwise due to the Participant and to require any payments necessary in order to enable it to satisfy its withholding obligations. Without limitation to the above, the Company or its designee may procure the satisfaction of any withholding obligation, in whole or in part, by (i) a portion of the proceeds of a “cashless exercise” arranged by the Company’s designee, (ii) authorizing the Company’s designee to sell a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount as determined by the Company, (iii) paying to the Company or a Subsidiary the amount of Employee Taxes in cash, check or other cash equivalent, and/or (iv) if approved by the Committee, authorizing the Company or its designee to withhold from ADSs to be issued pursuant to any exercise of a Nonqualified Option, a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of withholding due or other applicable withholding amount. The Participant may elect in advance of the exercise of the Nonqualified Option to have any withholding obligation satisfied by one of the withholding methods set forth above, subject to approval by the Committee and compliance with applicable law. If the withholding obligation is satisfied by withholding a number of ADSs as described in (iv) above, for tax purposes, the Participant will be deemed to have been issued the full number of ADSs subject to the exercised portion of the Nonqualified Option, notwithstanding that a number of the ADSs are held back solely for the purpose of paying the Employee Taxes due as a result of participation in this Plan. The Company may refuse to honor the exercise of a Nonqualified Option and may refuse to issue or deliver the ADSs or the proceeds of the sale of ADSs if the Participant fails to comply with the obligations in connection with Employee Taxes.

11) Section 14(b) is amended to add the following sentence between the first and second sentences in the section:

The foregoing provision shall also apply to any other variation in the share capital of the Company.

12) Section 14(b) is further amended to add the following sentence at the end of the section:

Any Nonqualified Options over ADSs in the Company shall terminate and lapse on the completion of a corporate merger, consolidation, acquisition of property or stock, separation, reorganization or liquidation, provided that any new or assumed option made pursuant to (i) of the preceding sentence shall not terminate or lapse by reason of the completion of any such event.

13) Section 18 is amended in its entirety to read as follows:

**18. *Governing Law*** . AS OF THE EFFECTIVE TIME, THIS PLAN AND ANY AND ALL AWARD AGREEMENTS EXECUTED IN CONNECTION WITH NONQUALIFIED OPTIONS GRANTED UNDER THIS PLAN SHALL BE GOVERNED BY AND

CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

14) The last sentence of Section 19 is amended to read as follows:

This Plan shall terminate on the exercise or expiration date of the last outstanding Nonqualified Option.

PRIDE INTERNATIONAL, INC.

By: /s/ Brady K. Long  
Brady K. Long  
Vice President, General Counsel & Secretary

ATTEST:

/s/ Elizabeth Wright  
Name: Elizabeth Wright  
Title: Assistant Secretary



**PRIDE INTERNATIONAL, INC.  
1993 DIRECTORS' STOCK OPTION PLAN**

**Seventh Amendment**

WHEREAS, the board of directors (the "Board") of Pride International, Inc., a Delaware corporation ("Pride"), adopted on February 16, 1993 the Pride International, Inc. 1993 Directors' Stock Option Plan effective on February 22, 1993;

WHEREAS, the Board subsequently adopted the First Amendment to the Plan effective May 22, 1997, the Second Amendment to the Plan effective December 4, 1997, the Third Amendment to the Plan effective February 26, 1998, the Fourth Amendment to the Plan effective August 21, 2001, the Fifth Amendment to the Plan effective December 19, 2001, and the Sixth Amendment to the Plan effective May 12, 2005;

WHEREAS, the stockholders of Pride will be asked to approve and adopt at the Special Meeting of Stockholders on May 31, 2011 the "Agreement and Plan of Merger," dated as of February 6, 2011 and as amended on March 1, 2011, as it may be amended from time to time (the "Merger Agreement"), by and among Ensco plc (the "Company"), ENSCO International Incorporated, a Delaware corporation and an indirect, wholly owned subsidiary of Ensco, ENSCO Ventures LLC, a Delaware limited liability company and an indirect, wholly owned subsidiary of the Company (the "Merger Sub"), and Pride, pursuant to which the Merger Sub will merge with and into Pride (the "2011 Merger"), with Pride surviving the 2011 Merger as a wholly owned subsidiary of the Company;

WHEREAS, pursuant to the Merger Agreement, each outstanding share of common stock of Pride (other than shares held by certain shareholders as described in the Merger Agreement) at the effective time of the 2011 Merger, as defined in Section 1.1 of the Merger Agreement (the "Effective Time"), will be converted into the right to receive \$15.60 in cash and 0.4778 American Depositary Shares ("ADSs"), each whole ADS representing one Class A ordinary share of the Company;

WHEREAS, as of the Effective Time, each outstanding option to purchase shares of Pride common stock granted under the Plan that is outstanding and unexercised immediately prior to the Effective Time will be assumed by the Company and converted into an option to purchase, on the same terms and conditions as applied to each such option immediately prior to the Effective Time, ADSs, and each such option will continue to have the same terms and conditions as applied to each such option immediately prior to the Effective Time, except that (a) as of the Effective Time, the option as so assumed and converted will be fully vested and exercisable for that number of whole ADSs equal to the product of (x) the number of shares of Pride common stock that were purchasable under the option immediately prior to the Effective Time and (y) the equity compensation exchange ratio (as defined below) and rounded down to the nearest whole ADS, (b) the per share exercise price under such assumed option shall be adjusted by dividing

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the per share exercise price under such Pride stock option immediately prior to the Effective Time by the equity compensation exchange ratio (which is the sum of (i) 0.4778 and (ii) the quotient obtained by dividing \$15.60 by the average of the closing prices of an ADS for the five consecutive trading days ending three trading days prior to the closing date of the 2011 Merger, as defined in Section 1.2 of the Merger Agreement, rounded to the nearest ten thousandth) and rounding up to the nearest whole cent, (c) the exercise price and/or number of ADSs that may be purchased under the assumed option will be further adjusted to the extent required for the assumed option to remain compliant with, or exempt from, the requirements of section 409A of the Internal Revenue Code of 1986, as amended, and (d) the permissible methods of payment of the option purchase price and withholding taxes provisions under the assumed option will be amended to comply with the U.K. Companies Act 2006; and

WHEREAS, the Board approved this Amendment to the Plan during its meeting held on May 19, 2011, to become effective as of, and only as of, the Effective Time, to reflect the provisions of the Merger Agreement and the effect of the 2011 Merger on the Plan;

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, the Plan is amended as of the Effective Time as follows:

1) Article I is amended to add Section 1.4 as follows:

1.4 The Plan was assumed and adopted by Ensco plc, a public limited company incorporated under the laws of England and Wales, as of the effective time of the merger between the Company and Ensco plc (the "Effective Time"). All subsequent references in this Plan to Company shall be to Ensco plc or any successor thereto, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied. Similarly, all subsequent references to the Board of Directors shall be to the Board of Directors of Ensco plc and all subsequent references to Directors shall be to members of the Board of Directors of Ensco plc, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

2) Section 2.1 is amended to add the following sentence at the end of the section:

All subsequent references in this Plan to Shares shall be read and considered to be references to American depositary shares ("ADSs") which represent Class A ordinary shares in the Company, nominal value US\$0.10 per share, and evidenced by an American depositary receipt, unless the context otherwise requires; all references to stock, securities and/or shares of Pride International, Inc. shall be read and considered to be references to or to include ADSs, as applicable; and all references (specific or otherwise) to "shareholders of the Company" shall be read and considered to be references to holders of ADSs, unless the context otherwise requires, and all provisions of this Plan shall be consistently interpreted and applied.

3) Section 2.2 is amended in its entirety to read as follows:

ADSs used to satisfy the exercise of Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company may be authorized but unissued ADSs or, if the Committee so determines, any ADSs held in reserve by a Subsidiary.

- 4) Section 3.1 is amended in its entirety to read as follows:

Responsibility and authority to administer and interpret the provisions of the Plan shall be conferred upon the Committee which, as of the Effective Time, shall consist of the Nominating, Governance and Compensation Committee of the Company's Board of Directors, or such other Committee as may be appointed by the Board of Directors from time to time, which shall be comprised solely of two or more persons who are Disinterested Directors, as defined in the Ensco International Incorporated 2005 Long-Term Incentive Plan (As Revised and Restated on December 22, 2009 and As Assumed by the Company as of December 23, 2009), as amended from time to time. The Board of Directors shall assume any or all of the powers and responsibilities prescribed for the Committee with respect to Options held by Directors, and to that extent, the term "Committee" as used herein shall also be applicable to the Board (except as used in Section 3.5 below). The authority exercised by the Committee in connection with the Plan is subject to any applicable provisions of the Act.

- 5) Section 3.3 is amended to add the following sentences at the end of the section:

The preceding sentence applies to the fullest extent permitted by applicable law. Nothing herein shall exempt a director of a company (to any extent) from any liability that would otherwise attach to him or her in connection with any negligence, default, breach of duty or breach of trust in relation to the company. Moreover, the Company does not make any indemnity in respect of:

- A. any claim brought against a director of the Company or of any Associated Company (for purposes of this Section 3.3 only, a "Director") brought by the Company or an Associated Company for negligence, default, breach of duty or breach of trust;
- B. any liability of a Director to pay: (1) a fine imposed in criminal proceedings; or (2) a sum payable to a regulatory authority by way of a penalty in respect of non-compliance with any requirement of a regulatory nature (however arising);
- C. any liability incurred by a Director: (1) in defending any criminal proceedings in which he or she is convicted; (2) in defending any civil proceedings brought by the Company or an Associated Company in which judgment is given against him or her; or (3) in connection with any application under Section 661(3) or (4) of the Act or Section 1157 of the Act in which the court refuses to grant the Director relief.

6) For purposes of this Section 3.3, “company” means a company formed and registered under the Act, references to a conviction, judgment or refusal of relief are to the final decision in the relevant proceedings which shall be determined in accordance with Section 234(5) of the Act and references to an “Associated Company” are to an associated company of the Company within the meaning of the Act.

7) Section 5.3 is amended in its entirety to read as follows:

5.3 Upon the exercise of an Option granted hereunder, the Company shall cause the purchased ADSs to be issued only when it shall have received the aggregate purchase price (the “Exercise Price”) which may be paid (i) in cash or by check payable and acceptable to the Company or its designee, (ii) subject to the approval of the Committee, by authorizing the Company or its designee to withhold from the ADSs to be issued upon any exercise of an Option, a number of ADSs having an aggregate Fair Market Value on the date of exercise that is not greater than the aggregate Exercise Price for the ADSs with respect to which the Option is being exercised and by paying any remaining amount of the Exercise Price as provided in (i), or (iii) by way of a cashless exercise pursuant to which the optionee instructs the Company’s designee to sell some or all of the ADSs subject to the exercised portion of the Option and deliver promptly to the Company the amount of the sale proceeds sufficient to pay the Exercise Price. Payment instruments will be received subject to collection. The Committee may adopt additional rules and procedures regarding the exercise of Options from time to time, provided that such rules and procedures are not inconsistent with the provisions of this Section and provided that such rules and procedures are subject to applicable law.

8) Article XII is amended to add Section 12.4 as follows:

Any Options over ADSs in the Company shall terminate and lapse on the completion of a change in control, provided that any new or assumed options granted with respect to such Options shall not terminate or lapse by reason of the completion of any such event.

9) Article XVI is amended in its entirety to read as follows:

#### XVI. WITHHOLDING TAXES

To the extent that an optionee is subject to withholding of federal, state, or local income taxes and/or other taxes or social insurance contributions in connection with an Option (the “Tax-Related Items”), the optionee shall, at such time as the value of any ADSs or other amounts received pursuant to an Option first becomes includable in the gross income of such optionee for such Tax-Related Items or the time that a withholding obligation arises for the Company with respect to the Option, as applicable, pay to the Company or its designee, or make arrangements satisfactory to the Committee or its designee regarding payment of, any and all such Tax-Related Items required to be withheld with respect to such income. Without limitation to the above, the Company or its designee may procure the satisfaction of any withholding obligation of the Company, in whole or in part, by (i) a portion of the proceeds of a “cashless exercise” arranged

by the Company's designee, (ii) authorizing the Company's designee to sell a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount as determined by the Company, (iii) paying to the Company the amount of Tax-Related Items in cash, check or other cash equivalent, (iv) having the Company withhold from any cash compensation payable to the optionee, and/or (v) if approved by the Committee, authorizing the Company or its designee to withhold from ADSs to be issued pursuant to any exercise of an Option, a number of ADSs with an aggregate Fair Market Value (as of the date the withholding is effected) that would satisfy the statutory prescribed amount of the withholding due or other applicable withholding amount. The optionee may elect in advance of the exercise of the Option to have any withholding obligation satisfied by one of the withholding methods set forth above, subject to approval by the Committee and compliance with applicable law. If the withholding obligation is satisfied by withholding a number of ADSs as described in (v) above, for tax purposes, the optionee will be deemed to have been issued the full number of ADSs subject to the exercised portion of the Option, notwithstanding that a number of the ADSs are held back solely for the purpose of paying the taxes due as a result of participation in the Plan. The Company may refuse to honor the exercise of an Option and may refuse to issue or deliver the ADSs or the proceeds of the sale of ADSs if the optionee fails to comply with the obligations in connection with Tax-Related Items.

10) Article XX is amended in its entirety to read as follows:

#### XX. GOVERNING LAW

AS OF THE EFFECTIVE TIME, THE PLAN AND ANY AND ALL OPTION AGREEMENTS EXECUTED IN CONNECTION WITH OPTIONS GRANTED UNDER THE PLAN SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF ENGLAND AND WALES, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

11) The third sentence of Article XIX is amended in its entirety to read as follows:

An Option may not be granted while the Plan is suspended or after it is terminated (other than Options that are assumed by the Company in connection with the merger between Pride International, Inc. and the Company).

12) Article XIX is further amended to add the following sentence at the end of the section:

No rights shall continue under the Plan after the exercise or expiration date of the last outstanding Option.

13) Article XXIII is amended by adding the following new definition (with Section reference not based on alphabetical order):

23.9 "Act" shall mean the U.K. Companies Act 2006.

14) Section 23.2 is amended in its entirety to read as follows:

"Cause" shall mean (a) the willful commission by a Director of a criminal or other act that causes or will probably cause substantial economic damage to the Company or a Subsidiary or substantial injury to the business reputation of the Company or a Subsidiary or (b) the commission by a Director of an act of fraud in performance of his duties on behalf of the Company or a Subsidiary or (c) the commission of any other act defined as such in the Company's Articles of Association, as amended, or in other constitutional documentation or under applicable law. For purposes of the Plan, no act, or failure to act, on the Director's part shall be considered "willful" unless done or omitted to be done by the Director not in good faith or without reasonable belief that the Director's act or omission was in the best interest of the Company or a Subsidiary.

15) Section 23.7 is amended in its entirety to read as follows:

23.7 "Subsidiary" shall mean any corporation or legal entity as to which more than fifty percent (50%) of the outstanding voting shares, ADSs or interests shall now or hereafter be owned or controlled, directly by a person, any Subsidiary of such person, or any Subsidiary of such Subsidiary.

PRIDE INTERNATIONAL, INC.

By: /s/ Brady K. Long  
Brady K. Long  
Vice President, General Counsel & Secretary

ATTEST:

/s/ Elizabeth Wright  
Name: Elizabeth Wright  
Title: Assistant Secretary

**[Baker & McKenzie LLP London Letterhead]**

The Directors  
Enco plc  
6 Chesterfield Gardens  
London, W1J 5BQ  
England

31 May 2011

Dear Sirs,

**Registration Statement on Form S-8 of Enco plc (the “Company”) dated 31 May 2011  
(the “Registration Statement”)**

**1. INTRODUCTION**

In our capacity as English legal advisers to the Company, we have been asked to give an opinion on certain matters relating to the Company.

We are giving this opinion in connection with the Registration Statement to be filed under the United States Securities Act of 1933, as amended (the “Securities Act”), with the United States Securities and Exchange Commission (“SEC”), in connection with the registration of up to 1,925,725 American Depositary Shares (the “ADSs”) (representing up to 1,925,725 Class A ordinary shares with a nominal value of \$0.10 each in the share capital of the Company (the “Shares”)), to be issued pursuant to each of the Pride International, Inc. 2007 Long-Term Incentive Plan, the Pride International, Inc. 1998 Long-Term Incentive Plan, the Pride International, Inc. 2004 Directors’ Stock Incentive Plan and the Pride International, Inc. 1993 Directors’ Stock Option Plan (collectively, the “Pride Stock Plans”). In connection with the consummation of the merger on 31 May 2011 (the “Merger”) of ENSCO Ventures LLC, an indirect, wholly-owned subsidiary of the Company (“Merger Sub”), with and into and Pride International, Inc. (“Pride”), with Pride surviving the Merger as an indirect, wholly-owned subsidiary of the Company, pursuant to that certain Agreement and Plan of Merger dated as of 6 February 2011 (as amended, the “Merger Agreement”), by and among the Company, Pride, ENSCO International Incorporated, an indirect, wholly-owned subsidiary of Enco, and Merger Sub, each option (a “Pride Option”) to purchase shares of Pride’s common stock granted under the Pride Stock Plans that was outstanding and unexercised immediately prior to the Merger was converted into a right to purchase ADSs (at the equity compensation exchange ratio as determined pursuant to the Merger Agreement) and the Company assumed all rights and obligations under the Pride Stock Plans as amended prior to the Merger.

We have been asked by the Company to give this opinion and have taken instructions in this regard solely from the Company.

**2. SCOPE**

This letter is limited to English law as applied by the English courts as at the date of this letter and shall be governed by and construed in accordance with English law. We have made no investigation of the laws of any jurisdiction other than those of England and we do not express or imply any opinion as to the laws of any jurisdiction other than those of England. We do not express any opinion on European Community law as it affects any jurisdiction other than England. We express no opinion as to matters of fact.

The opinions in this letter are limited to the matters stated herein and do not extend to, and are not to be read as extending by implication to, any other matter.

**3. DOCUMENTS**

3.1 For the purpose of giving this opinion we have examined the following documents:

- (a) copies of each of the Pride Stock Plans, as amended;
- (b) a copy of the articles of association of the Company (the "Articles"), attached to the Certificate (as referred to in paragraph 3.1(d));
- (c) a copy of the resolutions of the board of directors (the "Board") of the Company dated 24 May 2011 approving the assumption of the Pride Stock Plans (the "Resolutions") attached to the Certificate;
- (d) a certificate addressed to us from Cary A. Moomjian, Jr., the company secretary of the Company, dated 31 May 2011 and the documents annexed thereto (the "Certificate"); and
- (e) the results of our searches on 27 May 2011 of the public records of the Company on file and available for inspection by the public at the Companies Registry (the "Searches").

3.2 We have also made an enquiry by telephone of the Central Index of Winding-Up and Administration Petitions in respect of the Company on 27 May 2011 at 11.11 a.m. We have also made enquiries by telephone of the following district registries of the English Court: Birmingham, Bristol, Cardiff, Liverpool, Leeds, Manchester, Newcastle and Preston in respect of the Company on 27 May 2011 (together, the "Enquiries").

3.3 Except as noted above, we have not made any enquiries or searches concerning the Company or examined any contracts or other documents entered into by or affecting the Company.

#### **4. ASSUMPTIONS**

For the purpose of this opinion we have assumed (without making any investigation) that:

- 4.1 all documents submitted to us as originals are authentic and complete;
- 4.2 all documents submitted to us in electronic form or via facsimile transmission or as photocopies or other copies of originals conform to the originals and all such originals are authentic and complete;
- 4.3 any signatures and seals on the documents reviewed by us are genuine;
- 4.4 all statements contained in the Certificate are and remain accurate and not misleading;
- 4.5 any allotment or issue of Shares (which are or are to be represented by ADSs to be delivered or held under each of the Pride Stock Plans) was or will be duly made in accordance with the Articles;
- 4.6 the Resolutions were duly passed at properly convened meetings of the Board, have not been amended or rescinded and are in full force and effect and are not so amended or rescinded after the date hereof;
- 4.7 the results of the Searches as produced to us are a true and complete copy of the file of records maintained at the Companies Registry concerning the Company for public inspection, such file was complete, accurate and up-to-date at the time of the Searches and there has been no alteration in the status or condition of the Company since the date of the Searches;
- 4.8 the information disclosed in response to our Enquiries was accurate at the time of such Enquiries and such response did not fail to disclose any matters which are relevant for the purposes of this opinion and since the time of the Enquiries and at the time of any allotment of Shares there has been or will have been no alteration in the status or condition of the Company as represented in such response;



- 4.9 no receiver, trustee, administrator, administrative receiver, liquidator or similar office-holder has been or will at the time of any allotment of Shares have been appointed in any jurisdiction in relation to the Company or any of its assets or revenues other than as disclosed by the Searches and the Enquiries;
- 4.10 the consideration for the allotment and issue of Shares is not and will not be less than the par value of the Shares;
- 4.11 each of the Pride Stock Plans has been validly adopted and is in force pursuant to the terms of the applicable Pride Stock Plan;
- 4.12 each of the Pride Stock Plans has been and will be operated in accordance with its rules;
- 4.13 insofar as any obligation under each of the Pride Stock Plans is performed in, or is otherwise subject to, any jurisdiction other than England and Wales, its performance is not and will not be illegal or ineffective by virtue of the law of that jurisdiction;
- 4.14 the directors at the time of any such allotment were or will be duly authorised by the Articles to allot the Shares;
- 4.15 a meeting of the board of directors of the Company or a duly authorised and constituted committee of the board of directors of the Company has been or will be duly convened and held, prior to the allotment and issue of any Shares, at which it was or will be resolved to allot and issue such Shares;
- 4.16 the Shares were or will have been, on allotment and issue, fully paid up in accordance with the Companies Act 2006; and
- 4.17 the name of the relevant allottee and the number of Shares allotted are or will be duly entered in the register of members of the Company.

## **5. OPINIONS**

5.1 Based upon and subject to the assumptions and qualifications set out in this opinion and having regard to such legal considerations as we have deemed relevant and subject to any matters not disclosed to us, we are of the opinion that:

(a) those Shares currently in issue (which are represented by ADSs which are available for delivery pursuant to each of the Pride Stock Plans) are validly issued, fully paid and non-assessable; and

(b) when new Shares are allotted and issued (which are represented by ADSs which are available for delivery pursuant to each of the Pride Stock Plans) in conformity with the Articles, and so as not to violate any applicable law and upon full payment therefor, such new Shares will be validly issued, fully paid and non-assessable.

5.2 The term non-assessable has no recognised meaning in English law but for the purposes herein the term means that no further contributions in respect thereof will be required to be made to the Company by the holders thereof, by reason solely of their being such holders.

## **6. QUALIFICATIONS**

The opinions expressed in this letter are subject to the following qualifications.

6.1 It should be noted that:

(a) a search at the Companies Registry is not capable of revealing whether or not a winding-up petition or an application for the making of an administration order has been presented or whether or not

any documents have been filed with the court for the appointment of an administrator or any notice of intention to appoint an administrator has been given;

(b) notice of a winding-up order or resolution, notice of an administration order and notice of the appointment of a receiver or administrator may not be filed at the Companies Registry immediately and there may be a delay in the relevant notice appearing on the file of the company concerned; and

(c) enquiries were made with the eight district registries of the English Court but it is only possible to arrange a search of Birmingham's registry in relation to the judgments, orders, petitions, decrees or notices presented or filed during the five working days preceding the date of any enquiries in respect of the Company.

6.2 Insofar as any obligation under the Pride Stock Plans is to be performed in any jurisdiction other than England and Wales, an English court may have regard to the law of that jurisdiction in relation to the manner of performance and the steps to be taken in the event of defective performance.

6.3 We express no opinion as to whether specific performance, injunctive relief or any other form of equitable remedy would be available in respect of any obligation of the Company under or in respect of the Pride Stock Plans.

6.4 The obligations of the Company and the remedies available to the Company or participants under or in respect of each of the Pride Stock Plans will be subject to any law from time to time in force relating to liquidation or administration or any other law or legal procedure affecting generally the enforcement of creditors' rights.

## **7. DISCLOSURE AND RELIANCE**

7.1 This opinion is given only by Baker & McKenzie LLP, an English limited liability partnership, and not by or on behalf of Baker & McKenzie International (a Swiss Verein) or any other member or associated firm thereof. In this opinion the expressions "we", "us", "our" and like expressions should be construed accordingly.

7.2 This opinion is given for the sole benefit of the addressee in connection with the transaction referred to in the second paragraph of this letter. This opinion is not to be disclosed to any other person nor is it to be relied upon by any other person or for any other purpose or quoted or referred to in any public document without our prior written consent.

7.3 We hereby consent to the filing of this opinion as an exhibit to the Registration Statement filed by the Company and to the use of this firm's name in such Registration Statement. In giving this consent, we do not admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act and the rules and regulations of the SEC issued thereunder.

Yours faithfully

/s/ BAKER & MCKENZIE LLP

**BAKER & MCKENZIE LLP**

May 31, 2011  
EnSCO plc  
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 29, 2011 related to our review of interim financial statements.

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 independent registered public accounting firm, or a report prepared or certified by an independent registered public accounting firm within the meaning of Sections 7 and 11 of the Act.

/s/ KPMG LLP  
Dallas, Texas

Consent of Independent Registered Public Accounting Firm

The Board of Directors  
EnSCO plc:

We consent to the use of our reports dated February 24, 2011, with respect to the consolidated balance sheets of EnSCO plc as of December 31, 2010 and 2009, and the related consolidated statements of income and cash flows for each of the years in the three-year period ended December 31, 2010, and the effectiveness of internal control over financial reporting as of December 31, 2010, incorporated herein by reference.

/s/ KPMG LLP

Dallas, Texas  
May 31, 2011

**Consent of Independent Registered Public Accounting Firm**

The Board of Directors  
EnSCO plc:

We consent to the use of our reports dated February 18, 2011 with respect to the consolidated balance sheets of Pride International, Inc. as of December 31, 2010 and 2009, and the related consolidated statements of operations, stockholders' equity, and cash flows for each of the years in the three-year period ended December 31, 2010 and the effectiveness of internal control over financial reporting as of December 31, 2010, incorporated herein by reference.

/s/ KPMG LLP

Houston, Texas  
May 31, 2011